

# DEPARTMENT OF HAWAIIAN HOME LANDS

RELEASE DATE: June 1, 2016

## REQUEST FOR PROPOSALS No. RFP-16-HHL-005

## SEALED OFFERS

FURNISH, DELIVER, INSTALL, OPERATE, MAINTAIN, and OWN A ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM SELLING RENEWABLE ENERGY SERVICES TO THE DEPARTMENT OF HAWAIIAN HOME LANDS UNDER A POWER PURCHASE AGREEMENT

WILL BE RECEIVED UP TO 2:00 PM (HST) ON

FRIDAY, JULY 15, 2016

AT THE DEPARTMENT OF HAWAIIAN HOME LANDS, 91-5420 KAPOLEI PARKWAY, KAPOLEI, HAWAII 96707. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO ALLEN G. YANOS, TELEPHONE (808) 620-9460, FACSIMILE (808) 620-9479 OR E-MAIL AT ALLEN.G.YANOS@HAWAII.GOV.

Jobie M.K. Masagatani Procurement Officer

RFP-16-HHL-005

#### **TABLE OF CONTENTS**

		<u>Page</u>
SECTION ONE:	INTRODUCTION, TERMS AND ACRONYMS AND KEY DATES	1
SECTION TWO:	BACKGROUND AND SCOPE OF WORK	4
SECTION THREE:	PROPOSAL FORMAT AND CONTENT.	7
SECTION FOUR:	EVALUATION CRITERIA	13
SECTION FIVE:	OFFEROR SELECTION AND CONTRACT AWARD	14
SECTION SIX:	SPECIAL PROVISIONS	19
SECTION SEVEN:	ATTACHMENTS AND EXHIBITS	21
	<ul> <li>Attachment 1: OFFER FORM, OF-1</li> <li>Attachment 2: OFFER FORM, OF-2</li> <li>Exhibit A: APPENDIX</li> <li>Exhibit B: OVERVIEW OF THE RFP PROCESS</li> </ul>	

#### **SECTION ONE**

#### INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

#### 1.1 INTRODUCTION

The State of Hawaii, Department of Hawaiian Home Lands ("DHHL") is requesting proposals for a 20-year power purchase agreement ("PPA") to reduce the overall energy costs for Building D at the Kulana Oiwi multi-service center, 600 Maunaloa Highway, Kaunakakai, Hawaii 96748. The underlying renewable energy will be supplied via a solar photovoltaic ("PV") array mounted on the rooftop of Building D ("the Project") and installed, operated, and maintained at the sole cost and expense of the successful Offeror.

#### 1.2 CANCELLATION

This Request for Proposals may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

#### 1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO = Best and Final Offer

CPO = Chief Procurement Officer

DAGS = Department of Accounting and General Services

GC = General Conditions, issued by the Department of

the Attorney General

GET = General Excise Tax

GP = General Provisions

HRS = Hawaii Revised Statutes

Procurement Officer = The contracting officer for the State of Hawaii, State

**Procurement Office** 

State = State of Hawaii, including its departments,

agencies, and political subdivisions

PPA = Power Purchase Agreement

(Note: The terms "Contract" and "PPA" will be used

interchangeably in this document.)

RFP = Request for Proposals

#### 1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the DHHL's best estimate of the schedule that will be followed. All times indicated is Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	June 1, 2016
Pre-Proposal Conference	June 17, 2016
Due Date to Submit Questions	June 24, 2016
State's Response to Questions	July 1, 2016
Proposals Due date/time	July 15, 2016 - 2:00 pm
Proposal Evaluations	July 25, 2016
Discussion with Priority Listed Offerors (if necessary)	August 1, 2016
Best and Final Offer (if necessary)	August 8, 2016
Notice of Award	August 15, 2016
Contract Start Date	October 1, 2016

#### 1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held on the Island of Molokai as follows:

Date: Friday, June 17, 2016

Time: 9:30 am HST – Building D Rooftop Available for Inspection (Optional)

10:00 am HST – Pre-Proposal Conference

Location: Department of Hawaiian Home Lands

Molokai District Office Conference Room

600 Maunaloa Highway, Suite D-1

Kaunakakai, Hawaii 96748

#### 1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.4, RFP Schedule and Significant Dates, as amended.

The DHHL will respond to questions through Addenda/Amendments by the date specified in Section 1.4, RFP Schedule and Significant Dates, as amended.

#### 1.7 SUBMISSION OF PROPOSALS

On no later than the date and time specified on the cover of the RFP (Proposal Due Date), the Offeror shall hand deliver, in a sealed envelope or package, four duplicate original copies of the proposal <u>and</u> one copy of the proposal as a PDF file on removable media (CD, DVD or flash drive) to the following address on the Island of Oahu:

Department of Hawaiian Home Lands Land Management Division Attention: Molokai Solar PV Project 91-5420 Kapolei Parkway Kapolei, HI 96707

Proposals received after the Proposal Due Date will not be accepted. Each Offeror accepts all risks associated with incorrect delivery or failure to deliver the proposal package to DHHL before the Proposal Due Date.

#### **SECTION TWO**

#### **BACKGROUND AND SCOPE OF WORK**

#### 2.1 PROJECT OVERVIEW AND HISTORY

DHHL is seeking a long-term renewable energy solution to reduce the overall energy costs for Building D at the Kulana Oiwi multi-service center ("Kulana Oiwi"), located at 600 Maunaloa Highway, Kaunakakai, on the Island of Molokai, Hawaii.

Pursuant to a development agreement dated October 1, 1997, DHHL, the Office of Hawaiian Affairs ("OHA"), and the Association of Owners of Kulana Oiwi ("Association") share portions of Building D which includes a common area for use by the Association. The roof and electric meter to Building D are jointly-owned by DHHL, OHA, and the Association. DHHL has been authorized to direct, manage, and execute an RFP for the Project under a Memorandum of Understanding dated March 10, 2016. The cost savings from the Project will be shared pro rata between DHHL, OHA, and the Association.

Roof inspection and remedial work were completed in January, 2016 to accommodate the Project.

#### 2.2 SCOPE OF WORK

DHHL is seeking an Offeror to furnish, deliver, install, operate, maintain, and own the Project to reduce the overall energy costs for owners of Building D at Kulana Oiwi. DHHL is prepared to enter into a long-term PPA with the successful Offeror to support the financing of the Project. Specifically, DHHL expects the following services:

- Detailed energy assessments of Building D's power requirements, the Project, and sizing requirements, in the context of net metering or behind the metering options.
- 2. A complete design-engineering package for the Project, including the required permits and electrical interconnections.
- 3. Offeror to furnish all required solar panels, inverters, monitoring system, wiring, conduit, boxes, electrical interconnection and other associated equipment required for the construction of the Project. All equipment and materials shall meet or exceed industry best practices and are subject to DHHL approval.
- 4. Construction and project management services for the Project.
- Provide DHHL with a 20-year PPA with a purchase option and other terms and conditions that are acceptable to DHHL. With regard to the PPA pricing, DHHL expects that the majority of Project tax attributes, both the federal and state tax incentives, will result in substantial cost savings to DHHL, OHA and the Association.
- 6. The Offeror is responsible for providing the first draft of all legal documents for the transaction.
- 7. Any other requirements that DHHL may deem necessary during the design and construction of the Project.

DHHL fully understands that the Offeror may be a single party or a consortium; however, it does expect the party to have all the necessary skills and capabilities to complete a project of this size and scope. These skills and capabilities include, but are not limited to, the following:

- 1. Energy assessment and analysis capabilities
- 2. Engineering design capabilities
- 3. Permit Package, Electrical Interconnect, and Procurement
- 4. Construction and EPCM (Engineering Procurement and Construction Management); and
- 5. Project Financing.

Further, the Offeror shall have successfully completed several of these types of projects in the past. DHHL expects that the selected Offeror has been providing these similar services in the past and will <u>not</u> select a first time Offeror to be the provider of these services. DHHL reserves the right to disqualify any Offeror based upon its presented project list and/or references.

With regard to the Offeror who may or may not be the PPA Provider, DHHL expects that the "PPA Provider" provide financial assurance that is acceptable to DHHL that may be inclusive of financial statements, Letter of Credit, Performance Bond, etc.

DHHL expects that the costs associated with the performance of this transaction; specifically, the legal costs and third-party professional services that are reasonable and customary in the execution of the PPA, site lease, and other required entitlements associated with construction of the project to either be reimbursed to DHHL or capitalized as a project expense, at its sole option.

#### 2.3 DEPARTMENT OF HAWAIIAN HOME LANDS RESPONSIBILITIES

- (1) DHHL will cooperate with the Offeror in obtaining the necessary entitlements required for the construction of the Project.
- (2) DHHL will provide the Offeror with a license with all of the necessary provisions that are mutually acceptable to DHHL, for the development of the proposed project.
- (3) DHHL will provide the Offeror access to the site, Building D and its rooftop, and its internal electrical interconnect, electric bills and other information, as shown in the Appendix (Exhibit A), that the Offeror may require in the preparation of its proposal, that may reasonably be requested and subject to availability.
- (4) DHHL is willing to consider other responsibilities upon request of the Offeror.

#### 2.4 TERM OF CONTRACT

DHHL is seeking proposals for a 20-year PPA with an option at the end of Year Six (6) to purchase the system at fair market value, subject to certain conditions that are specified in the PPA. These conditions include: returning the site to its original condition with the removal of all structures or abandon-in-place at the sole option of DHHL. The PPA shall terminate upon DHHL's election to purchase the system.

#### 2.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Allen G. Yanos, Property Development Agent, (808) 620-9460, or authorized representative, is designated the Contract Administrator.

#### **SECTION THREE**

#### PROPOSAL FORMAT AND CONTENT

#### 3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

DHHL will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

#### 3.2 REQUIRED REVIEW

- 3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of this RFP. Offeror must also become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect the cost, progress, or performance of the work required.
- 3.2.2 Should Offeror believe there are defects and questionable or objectionable items in this RFP, Offeror shall notify DHHL in writing prior to the deadline for written questions as stated in this RFP's *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to this RFP by addendum.

The foregoing notwithstanding, all protests related to this RFP must be filed in accordance with Chapter 103D, HRS. All protests related to the contents of this RFP must be submitted in writing within five working days after the aggrieved person knows or should have known of the facts giving rise to the protest, and in any event no later than the date set for the receipt of offers.

#### 3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

#### 3.4 TAX LIABILITY

- 3.4.1 DHHL does not guarantee that the project will qualify for such federal and state incentives, including the federal investment tax credit and the Hawaii state renewable energy credit. DHHL is simply entering into a PPA at a firm price and no adjustments to that price will be entertained once the PPA has been duly executed.
- 3.4.2 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offeror is

advised that it is liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the Islands of Hawaii, Maui, Molokai, and Kauai, which may be subject to change. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

3.4.3 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. number and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, Page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

#### 3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

#### 3.6 CONFIDENTIAL INFORMATION

- 3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provide written justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
- 3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal. The claimed confidential information shall be clearly marked, and shall be readily separable from the rest of the proposal in order to facilitate DHHL's evaluation of the confidentiality of the information, and the possible public inspection of the non-confidential portion of the proposal.

DHHL is an agency of the State of Hawaii, and is subject to the Hawaii Procurement Code, Chapter 103D, HRS, and the public disclosure requirements of the Uniform Information Practices Act, Chapter 92F, HRS. As such, DHHL may be required to disclose information submitted as "confidential" if such disclosure is required by the Procurement Code, UIPA, or any other applicable laws.

#### 3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in this RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. Exceptions submitted in this manner will not be considered protests under Chapter 103D, HRS -- the

State reserves the right to accept or not accept any exceptions at its sole discretion. No exceptions to statutory requirements or the AG General Conditions shall be considered.

As stated above, all protests related to this RFP must be submitted according to the requirements of Chapter 103D, HRS. Submission of written questions, exceptions under this section, or objections under section 3.2 will <u>not</u> waive or modify the deadlines or other requirements for protests under Chapter 103D, HRS.

#### 3.8 PROPOSAL OBJECTIVES

- 3.8.1 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.8.2 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.3 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 Scope of Work.
- 3.8.4 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

#### 3.9 PROPOSAL FORMS

- 3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addenda. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions contained in this RFP or in any subsequent addendum may be rejected without further consideration.
- 3.9.2 Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Hawaii Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract, but will not necessarily render the offer nonresponsive.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

#### 3.10 PROPOSAL CONTENTS

#### Proposals must:

- 3.10.1 Include a Table of Contents listing the individual sections of the Proposal and their corresponding numbers. Bookmarks should lead to each of the individual sections on the electronic copy.
- 3.10.2 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.3 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.4 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
  - a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor's willingness to perform for the indicated.
- 3.10.5 Provide all of the information requested in this RFP in the order specified.
- 3.10.6 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
  - a. Table of Contents
  - b. Transmittal Letter
    See SECTION SEVEN, Attachment 1, Offer Form OF-1.
  - c. Experience and Capabilities.
    - 1) A complete, relevant, and current client listing.
    - The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
    - 3) A list of key personnel and associated resumes for those who will be dedicated to this project.
    - 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.

- 5) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against the Offeror, responsible managing employees or other key personnel. If none, so state.
- 6) A list of sample projects and/or examples of written plans.
- 7) With regard to PPA financing, the strategy and structure planned for the monetization of federal and state tax incentives for the benefit of DHHL and Offeror's experience with other municipal projects.
- 8) Knowledge and proficiency with the construction and financing of solar PV projects of this size and magnitude.
- d. Project proposal including an executive summary with a synopsis of the proposal highlights and the overall benefits to DHHL if accepted; schematic design; warranty, and technical info; methodology/overall strategy; timeline; expected results; possible shortfalls, and copies of the proposed PPA form and site lease, if any.
- e. Cost of Services. See SECTION SEVEN, Attachment 2, Offer Form OF-2.
- f. Exceptions.

#### 3.11 RECEIPT AND REGISTER OF PROPOALS

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in SECTION ONE, or as amended. Sealed proposals shall be time-stamped upon receipt.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to Section 103D-701, HRS.

#### 3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

#### 3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

- 3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.
- 3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

#### 3.14 MISTAKES IN PROPOSALS

- 3.14.1 Mistakes shall not be corrected after award of contract.
- 3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.
- 3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- 3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

#### **SECTION FOUR**

#### **EVALUATION CRITERIA**

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

#### The total number of points used to score this contract is 100.

- 1) Cost of services (15)
- 2) Previous experience and capability in construction and financing of solar PV projects of this size and magnitude, including Offeror's subcontractors (25)
  - a. Number of years in the business and number of years performing services specified in this RFP
  - b. Reference and client listings
  - c. Key personnel and resumes
  - d. Sample projects and/or examples of written plans, organizational charts, contact trees, etc.
  - e. Adverse actions against Offeror, subcontractors, or key employees (negative points).
- 3) Requirements: How well the proposal meets the requirements of Section 2.2 (20)
- 4) Knowledge and proficiency with the construction and financing of solar PV projects of this size and magnitude. Experience in PPA financing with other municipal projects. (20)
- 5) Project Proposal (20)
  - a. Executive Summary
  - b. Schematic design, warranty, technical info
  - c. Methodology/Overall Strategy
  - d. Timeline
  - e. Expected Results
  - f. Possible Shortfalls and Exceptions
  - g. Proposed PPA and site lease forms, if any

#### **SECTION FIVE**

#### OFFEROR SELECTION AND CONTRACT AWARD

#### 5.1 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in SECTION FOUR of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsive Offerors.

#### 5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

#### 5.3 AWARD OF CONTRACT

Award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

#### 5.4 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

- Chapter 237, General Excise Tax Law;
- 2. Chapter 383, Hawaii Employment Security Law;
- 3. Chapter 386. Worker's Compensation Law;
- 4. Chapter 392, Temporary Disability Insurance;
- 5. Chapter 393, Prepaid Health Care Act; and
- 6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State; and

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with HCE prior to submitting an offer at <a href="https://vendors.ehawaii.gov">https://vendors.ehawaii.gov</a>. The annual registration fee is \$12.00 and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment.

<u>Timely Registration on HCE.</u> Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

#### 5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

#### 5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions that may be withheld pursuant to State law, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

#### 5.7 DEBRIEFING

Pursuant to Hawaii Administrative Rules §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

#### 5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Jobie M.K. Masagatani, Procurement Officer Department of Hawaiian Home Lands 91-5420 Kapolei Parkway Kapolei, Hawaii, 96707

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the State Procurement Office website: <a href="http://www.hawaii.gov/spo2/source/">http://www.hawaii.gov/spo2/source/</a>.

#### 5.9 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, OHA, and the Association, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

#### **5.10 CONTRACT EXECUTION**

The successful Offeror receiving the award shall enter into a formal written contract in the form of a PPA.

No work is to be undertaken by the Offeror prior to the effective date of contract. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Offeror prior to the official starting date.

If an option to extend is mutually agreed upon, the Offeror shall be required to execute a supplement to the contract for the additional extension period.

#### 5.11 INSURANCE

5.11.1 Prior to the contract start date, the Offeror shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

#### 1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Offeror, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Offeror shall be responsible for payment of any deductible applicable to this policy.

#### 2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

- 3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.
- 4. If the RFP is awarded to the Offeror, the Offeror shall provide proof of Error & Omissions insurance to DHHL in a form, substance and amount that it deems satisfactory and, further, the Offeror will add/name DHHL as an additional insured on the policy.
- 5.11.2 The Offeror shall deposit with DHHL, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the DHHL that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the DHHL during the entire term of the Contract. Upon request by the DHHL, the Offeror shall furnish a copy of the policy or policies.
- 5.11.3 The Offeror will immediately provide written notice to DHHL, in care of the Land Management Division, should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up upon expiration.
- 5.11.4 The certificates of insurance shall contain the following clauses:
  - 1. "The State of Hawaii Department of Hawaiian Home Lands, the Office of Hawaiian Affairs, and the Association of Owners of Kulana Oiwi are added as an additional insureds as respects to operations performed for the State of Hawaii."

- 2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- 5.11.5. Failure of the Offeror to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Offeror's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Offeror shall be responsible for the full and total amount of any damage, injury, or loss caused by the Offeror's negligence or neglect in the provision of services under the Contract.

#### 5.12 PAYMENT

Offeror shall bear all costs and expenses for the Scope of Work under this RFP, and shall receive payment only for the power purchased by DHHL under the PPA and the fair market price for the system in the event DHHL exercises its Year-Six option to purchase.

#### **5.13 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

#### **SECTION SIX**

#### SPECIAL PROVISIONS

#### 6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

#### 6.2 INTELLECTUAL PROPERTY RIGHTS

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

## 6.3 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with Section 103-55, HRS, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

<u>Wages:</u> The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

<u>Compliance with labor laws:</u> All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of Section 76-16, paragraphs (7), (8), and (9) of Section 46-33, and paragraphs (7), (8), and (12) of Section 76-77, HRS.
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

#### 6.4 PERMITS, CERTIFICATES, AND LICENSES

The successful Offeror shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein and for all equipment and materials used; shall post all notices required by law; and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified, including compliance with Chapter 343, HRS.

The successful Offeror shall comply with all business registration requirements prior to commencing work under the PPA. Failure to comply with the requirements of this paragraph may be grounds for a proposal to be rejected or the PPA to be terminated.

#### **SECTION SEVEN**

#### **ATTACHMENTS AND EXHIBITS**

• Attachment 1: OFFER FORM, OF-1 • Attachment 2: OFFER FORM, OF-2

Exhibit A: APPENDIXExhibit B: OVERVIEW OF THE RFP PROCESS

#### OFFER FORM OF-1

SEALED OFFERS TO FURNISH, DELIVER, INSTALL, OPERATE, MAINTAIN, and OWN A ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM SELLING RENEWABLE ENERGY SERVICES TO THE DEPARTMENT OF HAWAIIAN HOME LANDS UNDER A POWER PURCHASE AGREEMENT - RFP-16-HHL-005

Procurement Officer Department of Hawaiian Home Lands 91-5420 Kapolei Parkway Kapolei, Hawaii 96707

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts; and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:  Sole Proprietor Partnership Other *State of incorporation:	Torporation   Joint Venture
Hawaii General Excise Tax License I.D. No.	
Federal I.D. No.	******
Payment address (other than street address City, State, Zip C	below):ode:
Business address (street address):City, State, Zip C	ode:
R	espectfully submitted:
Date: (x	Authorized (Original) Signature
Telephone No.:	Authorized (Original) Signature
Fax No.:	Name and Title (Please Type or Print)
E-mail Address: **	Exact Legal Name of Company (Offeror)
**If Offeror is a "dba" or a "division" of a corporation under which the awarded contract	corporation, furnish the exact legal name of the tribut tribute tributes the corporation, furnish the exact legal name of the

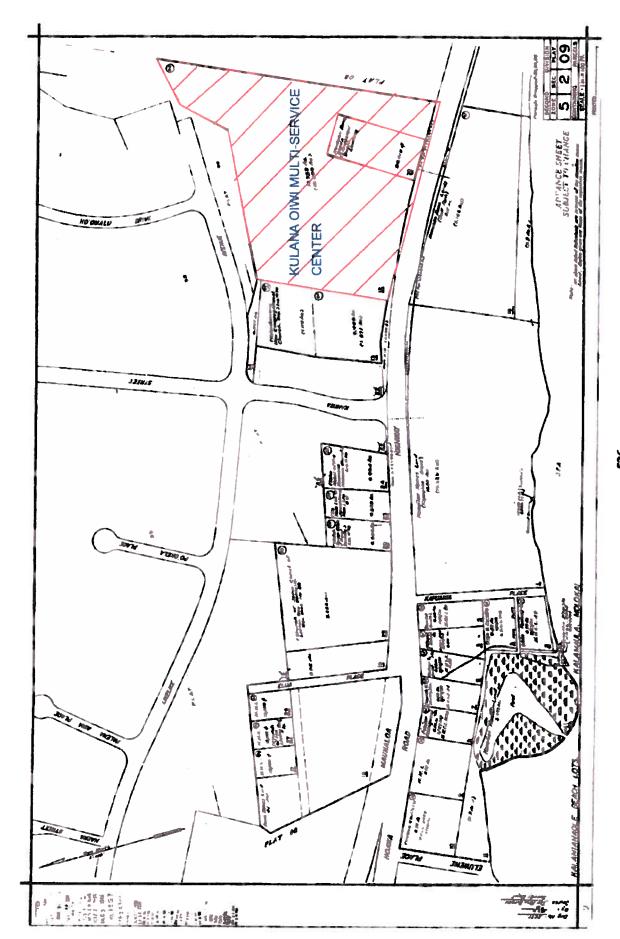
ATTACHMENT 1
OFFER FORM

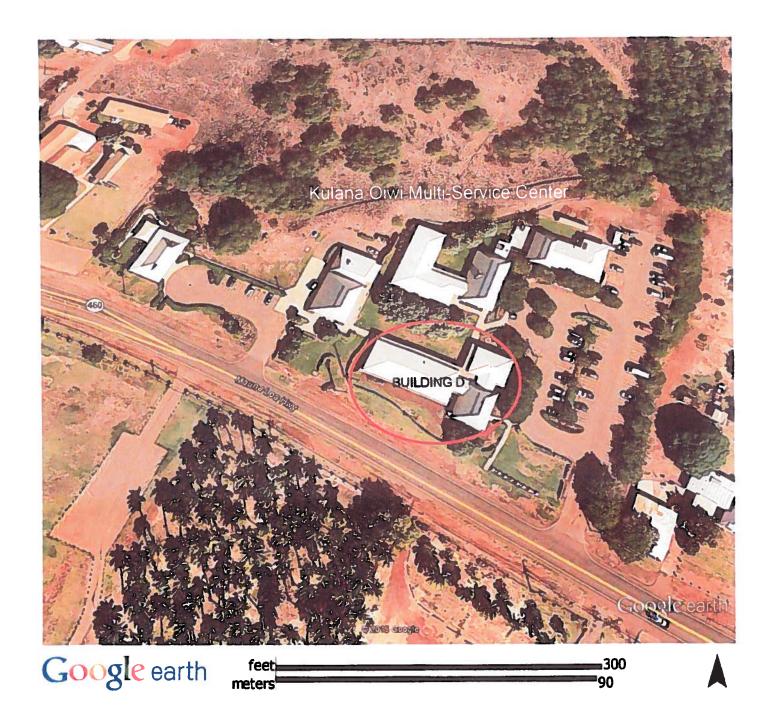
#### OFFER FORM OF-2

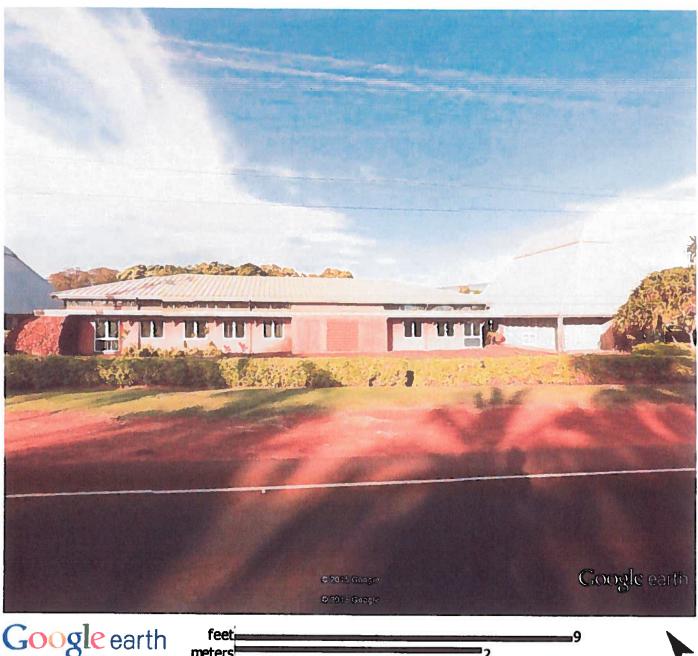
Official to sell effective broduced under the services of this REP to the Department of Hawaiian
Offeror to sell energy produced under the services of this RFP to the Department of Hawaiian
Home Lands under the following terms and conditions proposed by Offeror:
Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other
costs incurred to provide the specified services.
costs incurred to provide the specified services.
costs incurred to provide the specified services.
costs incurred to provide the specified services.
costs incurred to provide the specified services.
costs incurred to provide the specified services.
costs incurred to provide the specified services.
Offeror
costs incurred to provide the specified services.
Offeror

### **APPENDIX**

EXHIBIT A RFP-16-HHL-005







Street View of Building D - Kulana Oiwi



Account Number: 202014345971 Invoice Number: 648849666

Service Address Page 1 of 2 KALAMAULA D OFFICE CL CLS 14 Contract:

32447635

00109

#### ASSOCIATION OF OWNERS OF KULANA O'TWI

ACCOUNT SUMMARY						
(See Bill Detail sec	tion for more informati	on)				
Service Period	02/27/15 -	03/27/16				
Previous Balance	\$7,522.26					

**ð/,522.20 Payments** \$7,522.26-

**OUTSTANDING BALANCE** 

\$3,077.50

**Current Charges Adjustments Current Charges** 

\$33.62

**TOTAL AMOUNT DUE 04/18/2015** 

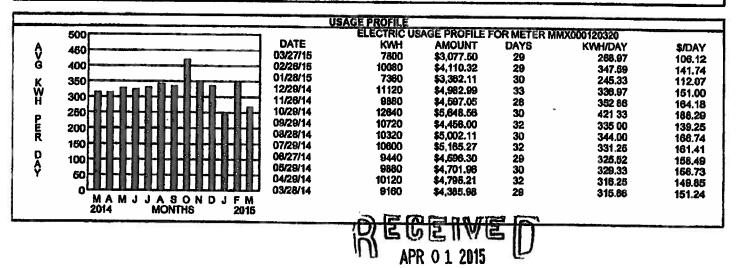
\$3.111.12 \$3,111,12

\$0.00

#### **MESSAGES**

Join us for educational family fun at April fests on Maui & Molokai. See our Community tab at www.maulelectric.com.

			BILL PERIOD			
METER# MMX000120320	J General Service-D REGISTER KWH	emand CURRENT READING 7,560.00	PREVIOUS READING 7,365.00	FROM 02/ DIFFERENCE 195.00	27/15 TO 03/27/15 29 MULTIPLIER 40	USAGE 7,800.00
	KW BILLED KI	1.018 N 43.30			40	MEAS , 40.72



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

> Maui Electric Company PO Box 398 Kahului, HI 96733-6898 Telephone: (808) 871-9777

**ACCOUNT NUMBER** 202014345971

TOTAL AMOUNT DUE \$3,111.12

**DUE DATE** Apr 18, 2015 AMOUNT ENCLOSED

PLEASE MAKE CHECKS PAYABLE TO:

Maul Electric Company PO Box 1670 Honolulu, HI 96808-1670

ASSOCIATION OF OWNERS OF KULANA O"IWI PO BOX 1409 **KAUNAKAKAI, HI 98748-1409** 



Account Number: 202014345971 Invoice Number: 614850292

Service Address Page 1 of 2 KALAMAULA D OFFICE CL CLS 14 Contract: 00148 32447635

#### ASSOCIATION OF OWNERS OF KULANA OTWI

20-12/201	ACC	OUNT	SUN	IMAF	RY .	_
(See.Bill	<b>Detail</b>	section	for	nore	informati	٥

Service Period 03/28/15 04/28/15

**Previous Balance Payments** 

\$3,111.12 \$3,111.12-

**OUTSTANDING BALANCE** 

\$0.00

**Current Charges** 

\$3,850,18

**Current Charges** 

\$3,850.18

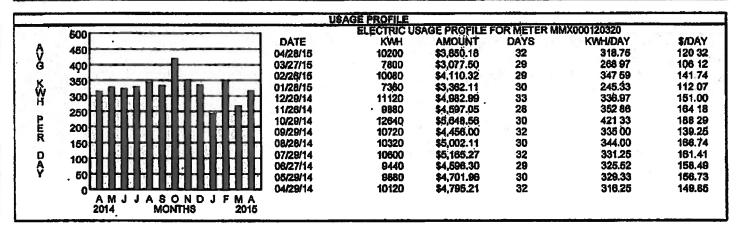
TOTAL AMOUNT DUE 05/19/2015

\$3,850.18

#### **MESSAGES**

Plant a native tree and make Earth Day everyday. Trees clean the air, filter our water & protect Hawaii's fragile ecosystem.

100			BILL PERIOD			
	J General Service	Demand	•		8/15 TO 04/28/15 32	
METER#	REGISTER	CURRENT READING	PREVIOUS READING	DIFFERENCE	MULTIPLIER	USAGE
MMX000120320	KWH	7,815.00	7,560.00	255.00	40	10,200.00
						MEAS
	KW	1.045		* ***	. 40	41.60
	BILLED I	<b>W</b> 43.80				



\_WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

> Maul Electric Company PO Box 398 Kahului, Hl 96733-6898

Telephone: (808) 871-9777

ACCOUNT NUMBER 202014345971

TOTAL AMOUNT DUE \$3,850.18

**DUE DATE** May 19, 2015 AMOUNT ENCLOSED

PLEASE MAKE CHECKS **PAYABLE TO** 

Maul Electric Company PO Box 1670 Honolulu, HI 96806-1670

Ոսել հանանորդը գունակը ինդրի գուսանում ինդիական վետակությելն կերգո

ASSOCIATION OF OWNERS OF KULANA O'IWI PO BOX 1409

**KAUNAKAKAI, HI 96748-1409** 

.1awailan Electric Maui Electric Hawai'i Electric Light Account Number: 202014345971 Invoice Number: 610524533

Service Address Page 1 of 2 KALAMAULA DOFFICE CL CLS 14 Contract:

32447635

00143

ASSOCIATION OF OWNERS OF KULANA D'IWI

	AÇÇ	OUNT	Summai	RY
Bill	Detail	section	for more	informa

ation) Service Period 04/29/15 05/28/15 \$3,850.18 Previous Balance **Payments** \$3,850.18-**OUTSTANDING BALANCE** \$0.00

Current Charges

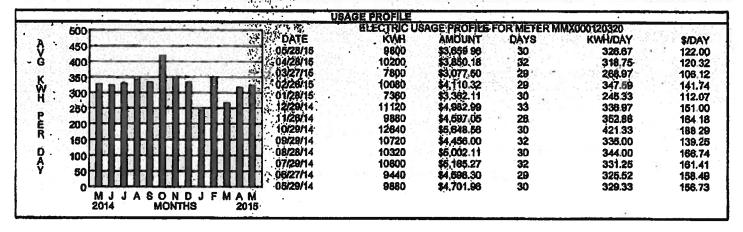
**Current Charges** TOTAL AMOUNT DUE 06/17/2015

\$3,659,98

\$3,659.96 \$3,659.96 **MESSAGES** 

Congratulations graduates! Shiny metallic balloons can tangle in power lines and cause outages. Use balloon weights and hold on tight.

Contract to the second second	aprile factor mail		BILL PERIOD	Vo. 11		
METER#	J General Service- REGISTER	Demand CURRENT READING	PREVIOUS READING	FROM 04/2 DIFFERENCE	9/16 TO 05/28/16 30 MULTIPLIER	DAYS USAGE
MMX000120320	KWH	8,060.00	7,815.00	245.00	40	9,800.00 MEAS
• • • • • • • • • • • • • • • • • • • •	KW.	1.028 W 43.50			40	41.12



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

> **Maui Electric Company** PO Box 398 Kahulul, HI 96733-6898 Telephone: (808) 871-9777

**ACCOUNT NUMBER** 202014345971

**TOTAL AMOUNT DUE** \$3,659.96

**DUE DATE** Jun 17, 2015 **AMOUNT ENCLOSED** 

PLEASE MAKE CHECKS PAYABLE TO:

Maul Electric Company PO Box 1670 Honolulu, HJ 96806-1670

ASSOCIATION OF OWNERS OF KULANA O'IWI PO BOX 1409 KAUNAKAKAI, HI 98748-1409



**Current Charges** 

**Current Charges** 

**TOTAL AMOUNT DUE 07/19/2015** 

Account Number: 202014345971 Invoice Number: 691672038

Service Address Page 1 of 2
KALAMAULA D OFFICE CL CLS 14
Contract:
32447635

#### ASSOCIATION OF OWNERS OF KULANA D'IMI

ACCOUNT : (See Bill Detail section		on)
Service Period Previous Balance Payments	05/29/15 - \$3,659.96 \$3,859.96-	06/29/15
OUTSTANDING BALANCE	•	\$0.00

\$4,171.02

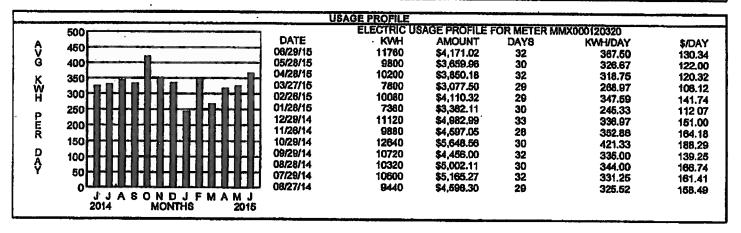
Hurricane season is here. Are you prepared? For an emergency preparedness checklist, tips & more visit www.mauielectric.com/prepare

MESSAGES .

11.00			BILL PERIOD			
METER# MMX000120320	J General Service-I REGISTER KWH	Demand . CURRENT READING 8,354.00	PREVIOUS READING 8,060.00	FROM 05/ DIFFERENCE 294.00	29/16 TO 06/29/15 32 MULTIPLIER 40	USAGE 11,760 00
	KW BILLED K	. 1.058 W 44.10	*** · · · ·		. 40	MEAS 42,32

\$4,171.02

\$4,171.02



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Maui Electric Company PO Box 398 Kahului, Hi 96733-6898 Telephone: (808) 871-9777

ACCOUNT NUMBER 202014345971

TOTAL AMOUNT DUE \$4,171.02

**DUE DATE** Jul 19, 2016 AMOUNT ENCLOSED

PLEASE MAKE CHECKS PAYABLE TO:

Maul Electric Company PO Box 1870 Honolulu, HI 96806-1670

ֈֈֈրլումիրուիլլայիկիիությկիոնիլությելիությել

ASSOCIATION OF OWNERS OF KULANA O'IWI PO BOX 1408

KAUNAKAKAI, HI 98748-1409



Account Number 202014345971 Invoice Number: 648940205

Service Address Page 1 of 2 KALAMAULA D OFFICE CL CLS 14 Contract:

32447635

00142

#### ASSOCIATION OF OWNERS OF KULANA O'IWI

ACCO	UNT SUMMARY
(See Bill Detail se	ction for more information)
Service Period	06/30/15 - 07/29/15
Previous Balance	\$ <i>4</i> ,171.02
Payments	\$4.171.02-

**OUTSTANDING BALANCE** 

\$4,721.43

**Current Charges Current Charges** 

**TOTAL AMOUNT DUE 08/18/2015** 

\$4,721.43

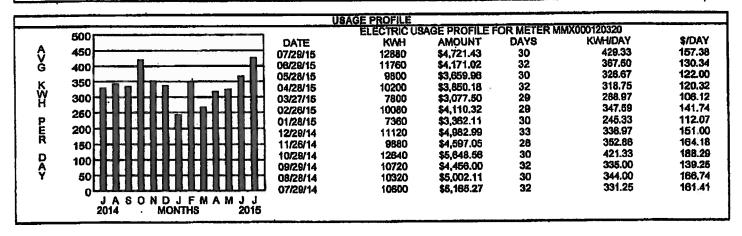
\$4,721.43

\$0.00

#### **MESSAGES**

Keep cool by planting native trees and shrubs along the east, west, and south sides of your home. Visit www.maulelectric.com for more tips.

185 8			BILL PERIOD		11		
	General Service	Demand	5 *	-	FROM 08/3	10/15 TO 07/29/15 30	DAYS
METER# MMX000120320	REGISTER KWH	CURRENT READING 8,676.00	PREVIOUS READING 8,354.00	DIF	FERENCE 322.00	MULTIPLIER 40	USAGE 12,880.00 MEAS
	KW BILLED	1.133 KW 45.60		-		40	. 45.32



-- WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

> Maui Electric Company PO Box 398 Kahului, Hi 96733-6898 Telephone: (808) 871-9777

**ACCOUNT NUMBER** 202014345971

**TOTAL AMOUNT DUE** \$4,721.43

**DUE DATE** Aug 18, 2015 AMOUNT ENCLOSED

PLEASE MAKE CHECKS PAYABLE TO:

Maul Electric Company PO Box 1670 Honolulu, HI 96806-1670

ASSOCIATION OF OWNERS OF KULANA O'IWI PO BOX 1409 KAUNAKAKAI, HI 98748-1409

valian Electric aul Electric awai'l Electric Light Account Number: 202014345971 Invoice Number: 634122246

Service Address Page 1 of 2 KALAMAULA D OFFICE CL CLS 14 Contract: 00140 32447635

#### CIATION OF OWNERS OF KULANA O'TWI

#### ACCOUNT SUMMARY

ee Bill Detail section for more information eriod

, Balance

07/30/15 08/28/15

\$4,721.43

nts

\$4,721,43-

**TANDING BALANCE** 

\$0.00

rrent Charges

\$4,992.38

urrent Charges

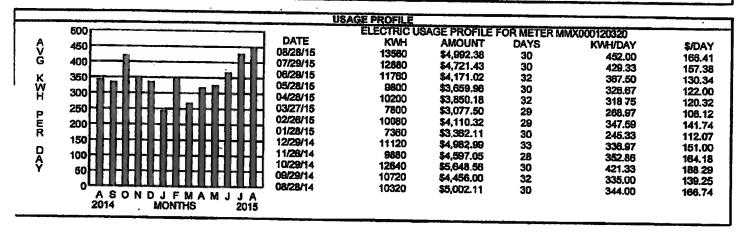
OTAL AMOUNT DUE 09/19/2015

\$4,992,38 \$4,992.38

#### **MESSAGES**

We're making steady progress on our clean energy goals. Learn more in our Corporate Sustainability Report at www.mauielectric.com

	I Consul Banks		BILL PERIOD			
METER# MMX000120320	J General Service-I REGISTER KWH	Demand CURRENT READING 9,015.00	PREVIOUS READING 8,676,00	FROM 07/3 DIFFERENCE 339.00	30/15 TÖ 08/28/15 30 MULTIPLIER 40	DAYS USAGE 13,560.00
	KW BILLED K	1.147 KW 45.90	•	• *	40	MEAS 45.88



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

> **Maui Electric Company** PO Box 398

Kahului, HI 96733-6898 Telephone: (808) 871-9777 **ACCOUNT NUMBER** 202014345971

TOTAL AMOUNT DUE \$4,992,38

**DUE DATE** Sep 19, 2015 AMOUNT ENCLOSED

PLEASE MAKE CHECKS PAYABLE TO:

Maui Electric Company PO Box 1670 Honoluku, HI 96806-1670

գիկեննարկինալունիկինինանանիկիրորդինակինակի

ASSOCIATION OF OWNERS OF KULANA O"IW PO BOX 1409 KAUNAKAKAI, HI 98748-1409

tric Company **398** , HI 96733-6898

Account Number. 202014345971 Invoice Number: 634122246

Service Address Page 2 of 2 KALAMAULA D OFFICE CL CLS 14 Contract: 32447635

#### JIATION OF OWNERS OF KULANA O'IM

ON BILL DETAIL	
S BALANCE Incoming Payment on 08/10/2015 - Thank You	AMOUNT TOT \$4,721.43 \$4,721.43-
(ENT CHARGES Electric Service J General Service-Demand	V, 21, 3
Customer Charge Demand Charge Energy Charge	\$47.00 \$459.00
RBA Rate Adjustment PBF Surcharge	\$5,013,20 \$216.78
Energy Cost Adjustment Renewable Infrastructure Pgm	\$27.38 \$798.06~
Green Infrastructure Fee Total for Current Charges	\$0.56 \$26.52 \$4,99

Contact information Customer Service Maul (8:00 AM to 5:00 PM) Lanal (8:00 AM to 5:00 PM) Volokal (8:00 AM to 5:00 PM)

Smergencies/Power Interruptions Only Vaus (24 hours) anal and Molokai (24 hours)

871*-7777* 1-877-871-8481

Payment Options: By Mail: P.O. Box 1670, Honolulu, Hi 96806-1670

30 online to www.maulelectric.com

ly Charge, Checking/Savings Debit Card, or Electronic Check:\*
tasidential & Commercial Customers 1-888-813-2207
Payment fees will apply. Please allow a minimum of 3 business days for your account to be

n Person: 10 West Kamehameha Avenue, Kahulul (8:00 AM to 5:00 PM) All offices are closed on weekends and holidays.)

Vestern Union Agents: Foodland\*\*, Seck N' Save\*\*, Times Supermarkets\*\*, Sefeway\*\*
blokal Community FCU (Members only)\*\*

\*\* Payment fees will apply and remittance stub is required. Payment must be made on the latend where services are rendered. Please allow a minimum of 3 business days for your account to be credited. Other restrictions may apply

When a Bill le Estimated
We try to read your meter each month, but if for some reason we cannot, your bill will be based on an estimate of recent average use. You are responsible for ensuring that your meter is unobstructed and accessible.

Important Information Moving or Starting New Service Please call us at least 2 business days before moving or starting new service.

Late Payment
A late payment charge of 1% (for electric service accounts) and 0.83% (for non-electric service accounts) shall be applied to any unpaid balance (excluding unpaid late payment charges) no earlier than 31 days since the generation of the last bill.

Your service may be disconnected if payment is received after the stated due date. If your service is disconnected, you may be required to pay your bills in full before your service is restored, and to pay a service establishment charge and a cash deposit.

Life Support or Emergency Equipment
Please contact our Customer Service if anyone living in your home is dependent on life support or emergency equipment. However, because unplanned outages can and do occur, it is important for customers on life support to make alternative plans should the power go out at their homes.

For other information regarding your service, account charges, and rate schedules, please visit our website at www.maulelectric.com or call Customer Service.

.awaiian Electric Maul Electric Hawai'i Electric Light Account Number: 202014345971 Invoice Number: 634146305

Service Address Page 1 of 2 YALAMAULA DOFFICE CL CLS 14 Contract: 01504 32447635

# SOCIATION OF OWNERS OF KULANA O'IWI

**ACCOUNT SUMMARY** (See Bill Detail section for more Information) 09/29/15 08/29/15

Jus Balance \$4,992.38 ments \$4,992.38-

**JTSTANDING BALANCE** 

Period

\$0.00

**Current Charges** \$6,110.40

**Current Charges** \$6,110.40 \$6,110.40

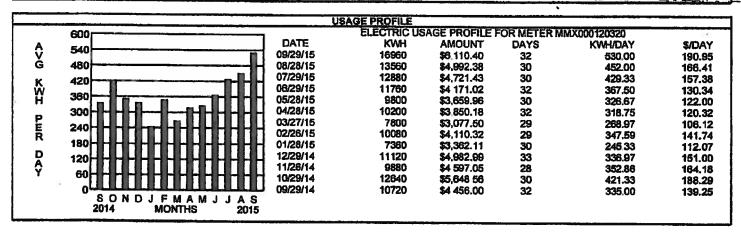
**TOTAL AMOUNT DUE 10/19/2015** 

## **MESSAGES**

Use a power strip to eliminate energy sneakers by turning off devices not in use, such as cell phone chargers.

ฟ้าต่อหล่า Community **FO**ไม้ 186 กับการโลก (1868) £1853

			BILL PERIOD			
i	J General Service-	Demand		FROM 08/	29/15 TO 09/29/15 32 t	DAYS
METER# REGISTER MMX000120320 KWH		CURRENT READING 9,439.00	PREVIOUS READING 9,015.00	DIFFERENCE 424 00	MULTIPLIER 40	USAGE 16,960.00 MEAS
	- KWBILLED I	1.163 (W 46.50			40	46.52



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS



Hawailan Electric Maul Electric Hawai'l Electric Light Account Number: 202014345971 Invoice Number: 610642772

Service Address Page 1 of 2 KALAMAULA D OFFICE CL CLS 14 Contract: 01137 32447635

## ASSOCIATION OF OWNERS OF KULANA O'IWI

TOTAL AMOUNT DUE 11/18/2015

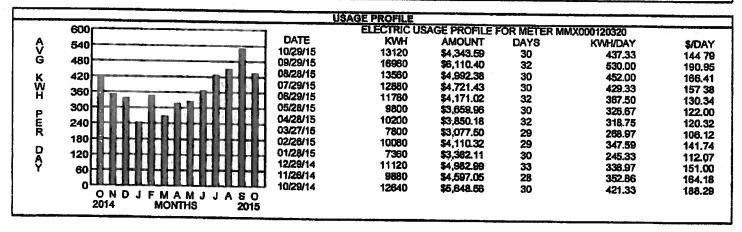
ACCOUNT SU (See Bill Detail section for	MMARY	
Service Period	09/30/15 -	10/29/15
Previous Balance	\$6,110.40	
Payments	\$6,110.40~	
OUTSTANDING BALANCE	, a,	\$0.00
Current Charges	\$4,343.59	
Current Charges	¥ 1,040.00	\$4,343.59

ME	<b>SSAGES</b>
0.36	

Sign up for automatic bill payment and qualify to WIN an Apple iPad! Visit www.mauielectric.com for details.

	Commel Comment		BILL PERIOD			
METER# MMX000120320	J General Service-Do REGISTER KWH	emand CURRENT READING 9,767.00	PREVIOUS READING 9,439.00	FROM 09/3 DIFFERENCE 328.00	30/15 TO 10/29/15 30 MULTIPLIER 40	USAGE 13,120.00
	KW BILLED KV	1.151 V 48.30		- 255	40	MEAS 46.04

\$4,343,59



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

> Maui Electric Company PO Box 398 Kahului, HI 96733-6898 Telephone: (808) 871-9777

**ACCOUNT NUMBER** 202014345971

TOTAL AMOUNT DUE \$4,343.59

**DUE DATE** Nov 18, 2015 **AMOUNT ENCLOSED** 

PLEASE MAKE CHECKS PAYABLE TO:

Maul Electric Company PO Box 1670 Honolulu, HI 96806-1670

ի կին հանդին ան անագրարան անագրարին արդենի արդեն իրակինին հարարարան անագրարին հ

ASSOCIATION OF OWNERS OF KULANA O'IWI

PO BOX 1409 KAUNAKAKAI, HI 98748-1409

Maui Electric Company PO Box 398 Kahului, HI 96733-6898

Account Number: 202014345971 Invoice Number: 610642772

Service Address Page 2 of 2 KALAMAULA D OFFICE CL CLS 14 Contract: 32447635

## ASSOCIATION OF OWNERS OF KULANA O'IWI

BILL DETAIL		
DESCRIPTION PREVIOUS BALANCE Incoming Payment on 10/09/2015 - Thank You	AMOUNT \$6,110,40 \$6,110,40-	TOTALS
CURRENT CHARGES  Electric Service J General Service-Demand  Customer Charge  Demand Charge  Energy Charge  RBA Rate Adjustment  PBF Surcharge  Energy Cost Adjustment  Renewable infrastructure Pgm  Green Infrastructure Fee	\$47.00 \$463.00 \$4,850.53 \$209.75 \$26.49 \$1,281.05- \$1.35 \$26.52	\$0.00
Total for Current Charges	<b>J20.02</b>	\$4,343.59

Contact Information Customer Service Mad (8:00 AM to 5:00 PM) Lanel \_\_\_\_\_(6:00 AM to 5:00 PM) Molokai (8:00 AM to 5:00 PM) Lanei ... Molokai

871-9777 1-877-871-8461 1-877-871-8481

Emergencies/Power Interruptions Only Maui (24 hours) Lanal and Motokai (24 hours)

871-7777 1-877-871-8461

Payment Options: By Mail: P.O. Box 1670, Honolulu, HI 96808-1670

Go online to www.mautelectric.com

By Charge, Checking/Savings Debit Card, or Electronic Check:

Residential & Commercial Customers

1-888-813-2207

Payment fees will apply. Please allow a minimum of 3 business days for your account to be credited.

In Person: 210 West Kamehameha Avenue, Kahulul (8:00 AM to 5:00 PM) (All offices are closed on weekends and holidays.)

Western Union Agents: Foodland\*\*, Sack N° Save\*\*, Times Supermarkets\*\*, Safaway\*\* Molokei Community FCU (Members only)\*\*

Payment fees will apply and remittance stub is required. Payment must be made on the island where services are rendered. Please allow a minimum of 3 business days for your account to be credited. Other restrictions may apply.

When a Bill is Estimated
We try to read your mater each month, but if for some reason we cannot, your bill will be based on an estimate of recent average use. You are responsible for ensuring that your meter is unobstructed and accessible.

Important Information Moving or Starting New Service Please call us at least 2 business days before moving or starting new service.

Late Payment
A late payment charge of 1% (for electric service accounts) and 0.83% (for non-electric service accounts) shall be applied to any unpaid balance (excluding unpaid late payment charges) no earlier than 31 days since the generation of the last bill.

Your service may be disconnected if payment is received after the stated due date. If your service is disconnected, you may be required to pay your bills in full before your service is restored, and to pay a service establishment charge and a cash deposit.

Life Support or Emergency Equipment
Please contact our Customer Service If anyone living in your home is dependent on life support or emergency equipment. However, because unplanned outages can and do occur, it is important for customers on life support to make alternative plans should the power go out at their homes.

For other information regarding your service, account charges, and rate schedules, please visit our website at www.mautelectric.com or call Customer Service.



**TOTAL AMOUNT DUE 12/19/2015** 

Account Number: 202014345971 Invoice Number: 687429265

Service Address Page 1 of 2 KALAMAULA D OFFICE CL CLS 14 Contract: 00135 32447635

ASSOCIATION OF OWNERS OF YOU AND OTHER

CANAL OF CHAIRERS	OF KULANA O'IWI		
(See Bill Detail section	SUMMARY for more information	n)	3
Service Period	10/30/15 -	11/27/15	
Previous Balance	\$4,343.59		Г
Payments	\$4,343.59-		
OUTSTANDING BALANCE	• • • • • • • • • • • • • • • • • • • •	\$0.00	
Current Charges	\$3,830.99		
Current Charges	<b>V-,000.00</b>	\$3,830,99	

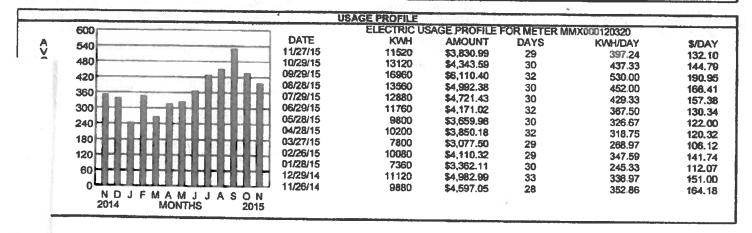
MESSAGES

Beware of fraudulent calls by scammers posing as utility employees to attain money through MoneyPak, prepaid cards, and more. To check if the call is legitimate, call us at 877-871- 8461.

_				BILL PERIOD			
	METER#	J General Service-De REGISTER	emand CURRENT READING	DDC 40110 DC 4DWO		30/15 TO 11/27/15 29	
i	MMX000120320	KWH	10,055.00	PREVIOUS READING 9,767.00	DIFFERENCE 288.00	MULTIPLIER 40	USAGE 11,520.00
	••	KW- BILLED KV	1_120 N 45.70		9	40 .	MEAS 44.80

\$3.830.99

\$3,830.99



WHICH PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

> Maui Electric Company **PO Box 398** Kahului, HI 96733-6898 Telephone: (808) 871-9777

**ACCOUNT NUMBER** 202014345971

TOTAL AMOUNT DUE \$3,830,99

**DUE DATE** Dec 19, 2015 AMOUNT ENCLOSED

PLEASE MAKE CHECKS PAYABLE TO:

Maui Electric Company PO Box 1670 Honolulu, HI 98806-1670

նել կուկիրեր կրներույ ինհերեր կին բերերի հուրերերի հեն կան

ASSOCIATION OF OWNERS OF KULANA O'IM PO BOX 1409 **KAUNAKAKAI, HI 96748-1409** 

ctric Company 398 л. HI 96733-6898

Account Number: 202014345971 Invoice Number: 687429265

Service Address Page 2 of 2 KALAMAULA D OFFICE CL CLS 14 Contract 32447635

#### OCIATION OF OWNERS OF KULANA OTWI

BILL DETAIL		
<u>∠TION</u> <b>JUS BALANCE</b> Incoming Payment on 11/06/2015 - Thank You	AMOUNT \$4,343.59 \$4,343.59-	TOTALS
Outstanding Balance		\$0.00
Electric Service J General Service-Demand		
Customer Charge	\$47.00	
Demand Charge	<b>\$457.00</b>	
Energy Charge	\$4,259.00	
RBA Rate Adjustment	\$184.17	
PBF Surcharge	\$23.26	
Energy Cost Adjustment	\$1,167.15-	
Renewable Infrastructure Pgm	\$1.19	
Green Infrastructure Fee	\$26.52	
Total for Current Charges		\$3,830.99
Amount Due		\$3,830.99

Emergencies/Power Interruptions Only Maul (24 hours) Lansi and Molokal (24 hours)

871-7777 1-877-871-8461

Payment Options: By Mail: P.O. Box 1670, Honolulu, Hi 98806-1670

Go online to www.maulelectric.com

By Charge, Checking/Savings Debit Card, or Electronic Check:"
Residential & Commercial Customers 1-888-813-2207
"Payment fees will apply. Please allow a minimum of 3 business days for your account to be credited.

in Person: 210 West Kamehameha Avenue, Kahului (8:00 AM to 5:00 PM) (All offices are closed on weakends and holidays.)

Western Union Agents: Foodland", Sack N' Save", Times Supermarkets", Safeway" Molokal Community FCU (Members only)"

\*\* Payment fees will apply and remittance stub is required. Payment must be made on the island where services are rendered. Please allow a minimum of 3 business days for your secount to be credited. Other restrictions may apply.

When a Bill is Estimated We try to read your meter each month, but if for some reason we cannot, your bill will be based on an estimate of recent average use. You are responsible for ensuring that your meter is unobstructed and accessible.

Important information Moving of Starting New Service Please call us at least 2 business days before moving or starting new service.

Late Payment
A late payment charge of 1% (for electric service accounts) and 0.63% (for non-electric service accounts) shall be applied to any unpaid batance (excluding unpaid late payment charges) no earlier than 31 days since the generation of the last bill.

Your service may be disconnected if payment is received after the stated due date. If your service is disconnected, you may be required to pay your bills in full before your service is restored, and to pay a service establishment charge and a cash deposit.

Life Support or Emergency Equipment
Please contact our Customer Service if anyone living in your home is dependent on life
support or emergency equipment. However, because unplanned outages can and do occur,
it is important for customers on life support to make alternative plans should the power go
out at their homes.

For other information regarding your service, account charges, and rate schedules, please visit our website at www.mauletectric.com or call Customer Service.

Hawal'i Electric Light Hawailan Electric Maui Electric

Account Number. 202014345971 Invoice Number.

Service Address Page 1 or 2
KALAMAULA D OFFICE CL CLS 14
Contract: 0239

32447635 00038	MESSAGES	Sign up for papertess billing and qualify to WIN* an Apple iPadi Visit www.maulelectric.com for details.
600532810 Ana otna	Y nformation)	\$3,830.99
ASSOCIATION OF OWNERS OF KULANA OTWI	ACCOUNT SUM Bill Detail section for n	Previous Balance Payments OUTSTANDING BALANCE
		Previou Praymen OUTST

\$4,416.71

Current Charges Current Charges TOTAL AMOUNT DUE 01/25/2016

		1001	Kaunakakai, HI 96748	0		-
			. BILL PERIOD			
METER# MMX000120320	Sections of the Company of the Compa	Homend CURRENT READING 10,390.00	PREVIOUS READING 10,055,00	FROM 11/2 DIFFERENCE 335.00	FROM 11/28/15 TO 12/28/15 32 DAYS RENCE MULTIPLIER US 35.00 40 13	DAYS USAGE 13,400.00
	KW BILLED I	1.081 KW 44.80			9	MEAS 43.24

		××	- 20	10	92	28	-	38	34	8	8	12	74	20	8
		S/O	138	132	4	9	166	157	130	122	120	106	141	112	151.00
	X000120320	KWH/DAY	418.75	397 24	437.33	530.00	452.00	429.33	367.50	326.67	318.75	268.97	347.59	245.33	336.97
	FOR METER MIN	DAYS	83	8	8	83	೫	೫	32	ස	엃	82	8	æ	ន្ល
	SAGE PROFILE	AMOUNT	24.418.71	\$3,830.99	\$4,343.59	\$6,110.40	\$4,882.38	\$4,721.43	\$4,171.02	\$3,659.96	\$3,850.18	\$3,077.50	\$4,110.32	\$3,362,11	\$4,982.99
AGE PROFILE	ELECTRIC	Ž	13400	11520	13120	16960	13560	12880	11780	9800	10200	7800	10080	7360	11120
8		DATE	12/29/15	11/27/15	10/29/15	09/29/15	08/28/15	07/29/15	06/29/15	05/28/15	04/28/15	03/27/15	02/28/15	01/28/15	12/29/14
								III							S O N D 2015
															F M A M J J A S MONTHS
	88	San J		<b>₹</b>	420	Jen Jac		1 88	10V			120 T T T			08

<>0 ×≷I UMK D<≻

	-											
Service Address Pege 2 of 2 KALAMAULA D OFFICE CL CLS 14 Contract:: 32447635		\$3,830,99 \$3,830,99		647.05	\$449.00 \$449.00	\$214.23	cu.72\$	55.138	236.52	\$4,416.71	\$4,416.71	
Account Number: 202014345971 . Invoice Number: 600532810	BILL DETAIL		Outstanding Balance				9			Total for Current Charges		
, dric Company , ahului, HI 96733-6898	ASSOCIATION OF CHANESS OF RULANA CIVIL	DESCRIPTION PREVIOUS BALANCE Incoming Perment on 12/07/2015 - Thank You		CURRENT CHARGES Electric Service J General Service-Demand	Customer Charge Demand Charge	Energy Charge RBA Rate Adjustment	PBF Surcharge	Energy Cost Adjustment	Renewable Infrastructure Pgm	Green Infrastructure Fee	And the second Day	Total Amount Due

restrictions may apply.  When a Bill is Estimated We by to read your maler each morth, but if for some reason we carriot, your bill will be based on an estimate of recent everage use. You are responsible for ensuring that your maler is unbostructed and accessable.	Important Information Moving or Starting New Service Please call us at least 2 business days before moving or starting new service.	Late Payment Annual (structure service acrows) and 0.83% (for non-electric Alabe acrows (service)	service accounts) shall be applied to sny unpara paramer (augment) unper the product of the last bill.	
871-8777 1-877-871-8461 1-877-871-8461	671 <i>-777</i> 1-877-871-8461			
Contact Information Customer Service Mau. (8:00 AM to 5:00 PM) Land: (8:00 AM to 5:00 PM) Mobakal (8:00 AM to 5:00 PM)	Emergencies/Power Internations Only Mats (24 frours) Land and Moloka (24 hours)	Payment Options: By Mail: P.O. Box 1670, Hondulu, HI 96808-1670	Go online to www.mautelectric.com	

By Charge, Checking/Savings Debit Card, or Electronic Check..\*
Residential & Commercial Customers
\* Peyment fees will apply. Please allow a minimum of 3 business days for your account to be credited.

Western Union Agents: Foodland", Sack N' Save", First Hawailan Benk", Times Supermarkets", Safeway Motokal Commanty FCU (Members only)" In Person: 210 West Kamehameha Avenue, Kahubi (6,00 AM to 5,00 PM) (All offices are chosed on weakends and holideys.)

Remittance stub is required. Peyment must be made on the idland where services are rendered. Please allow a nutrimum of 3 business days for your account to be credited. Other

Life Support or Emengency Equipment
Please contact our Customer Service if anyone bung in your home is dependent on life
support or emergency equipment. However, because unplanned outlages can and to occur,
aupport or emergency equipment. However, because unplanned outlages can and to occur,
it is important for customers on tile support to make alternative plans should the power go
out at their homes.

Your service may be disconnected if payment is received after the stated due date. If your service is disconnected, you may be required to pay your bills in full before your service is restored, and to pay a service establishment charge and a cash deposit.

For other information regarding your servine, account charges, and rate schedules, please with our website at www mautalectic com or call Customer Benkes.

Hawailan Electric Maul Electric Hawai'i Electric

(See Bill Detail section for more information) eriod 12/30/15 - 0

ASSOCIATION OF OWNERS OF KULANA OTWI ACCOUNT SUMMARY

\$4,416.71 \$4,416.71

Payments
OUTSTANDING BALANCE

Previous Balance

Service Period

\$2,952.32

Current Charges
TOTAL AMOUNT DUE 02/17/2016

Current Charges

Account Number: Invoice Number: 202014345971

676999157

Contract: 32447635

5113

Service Address Page 1 of 2

KALAMAULA D OFFICE CL CLS 14

MESSAGES 

Signt up for paperless billing and qualify to WIN\* an Apple Padi Visit www.maulelectric.com for details. Molokai Community FCU 155 Puali Place / PO Box 1888 Kaunakakai, HI 96748 \$2,952.32 \$2,952.32 \$0.00

	DAYS	USAGE	8,440.00	MEAS	42.40	
	FROM 12/30/15 TO 01/28/16 30 DAYS	<b>MULTIPLIER</b>	<b>\$</b>		4	
	FROM 12/30	DIFFERENCE	211.00			
BILL PERIOD		PREVIOUS READING	10,380.00			
	emend	CURRENT READING	10,601.00		7.080 4.50	
	J General Service-Demand	REGISTER	KWH		KW BILLED KV	
		METER	MMX000120320			

П	-	-		_	_	_		-	_			_				
		\$4DAY	98.41	138.02	132.10	144.79	190.95	166.41	157.38	130.34	122.00	120.32	106.12	141,74	112.07	
	MX000120320	KWHIDAY	281.33	418.75	397.24	437.33	930.00	452.00	429.33	367.50	326.67	318.75	268.97	347.59	245 33	
	FOR METER ME	DAYS	ස	×	8	8	B	ଛ	ස	æ	ස	B	8	8	8	
	AGE PROFILE	AMOUNT	\$2,962.32	\$4.416.71	\$3,830.99	\$4,343.59	\$6,110.40	\$4,992.38	\$4,721.43	22,171.02	\$3,659.96	\$3.850.18	\$3.077.50	\$4,110.32	\$3,362 11	
AGE PROFILE	ELECTRIC US	¥	840	13400	11520	13120	16960	13560	12880	11780	0086	10200	7800	10080	7380	
US/		DATE	01/28/16	12/29/15	11/27/15	10/29/15	09/29/15	08/28/15	07/29/15	06/29/15	06/28/15	04/28/15	03/27/15	02/26/15	01/28/15	
					-											S O N D J S 2016
																JFMAMJJA 2015 MONTH
	- COR	3	) 26 5 5 5 5	G 480		×3	380	1000	0.1	240 240	7 081	0	A .	> ×	-l	

Maui Electric Gempany PO Box 398 Kahului, HI 96733-6898

Account Number: 202014345971 Invoice Number: 676999157

Service Address Page 2 of 2 K MAULA D OFFICE CL CLS 14 Contract:

32447635

ASSOCIATION OF OWNERS OF KULANA OTWI

BILL DETAIL		
DESCRIPTION PREVIOUS BALANCE	AMOUNT \$4.416.71	TOTALS
Incoming Payment on 01/19/2016 - Thank You	54,416.71-	
Outstanding Balance		\$0.00
CURRENT CHARGES		
Electric Service J General Service-Demand		
Customer Charge	847.00	
Demand Charge	\$445.00	
Energy Charge	\$3,120.31	
RBA Rate Adjustment	\$134.93	
PBF Surchange	\$17.04	
Energy Cost Adjustment	\$837.61-	
Renewable Infrastructure Pgm	\$0.87	
Green Infrashucture Fee	\$24.78	
Total for Current Charges		\$2,952.32
Total Amount Due		\$2,952.32

restrictions may apply.	When a Bill is Estimated We by to read your melar each month, but if for some reason we cennot, your bill will be based on an eatimate of recent everage use. You are responsible for ensuming that your	meser is unobstructed and accessors. Important information Moving or Starting New Service	Freezes List LS at least & Lucial mask topic benefit in the right of seal will from societies. Late Popphisht A late segment shows at the the about conden secondary and O RSM, the mountability	convice accounts) shall be applied to any unpaid betance (excluding unpaid tate payment charges) no earlier than 31 days since the generation of the last bill.	Your service may be disconnected if payment is received after the stated due date. If your service is disconnected, you may be required to pay your bills in full before your service is restored, and to pay a service establishment charge and a cash deposit.
	871-8777 1-877-871-8461 1-877-87461	671-777	AAA, HI 98908-1670		pebit Card, or Electronic Check." stomers see allow a minimum of 3 business days for your account to be
Contact Information	Mauf (8:00 AM to 6:00 PM) Lensi (8:00 AM to 6:00 PM) Motokal (8:00 AM to 5:00 PM)	Emergendise/Power Interruptions Only Maid (24 hours) Lanst and Molokel (24 hours)	Payment Options: By MeB: P.O. Box 1870, Honshitu, Hi 91	Go ordina to www.maulelactric.com	By Chenge, Checking/Sewings Debti Cerd, or Electronic Check:"? Restdenfiel & Commercial Customers "Peyment fees will apply. Please allow a minimum of 3 business di Geoffied.

For other Information reparding your service, account charges, and rate achedules, please visit our website at www.maudelectric.com or call Customer Service.

Remittance stub is required. Payment must be made on the lidend where services are rendered. Please allow a minimum of 3 business days for your account to be credited. Other

Western Union Agents: Foodland", Sack N' Seve", First Hawaiian Bank", Times Supermarkets", Safeway", Mobkel Community FCU (Members only)"

in Person. 210 West Kemehameha Avenue, Kahuba (8:00 AM to 5:00 PM) (All offices are dosed on weekends and holidays.)

Life Support or Emergancy Equipment
Please centect our Customer Service if enyone fiving in your home is dependent on fre
support or emergancy equipment. However because undermed outages can and do occur,
it is important for customers on life support to make alternative plans should the power go
out at their homes.

iawalian Electric Maui Electric Hawal'l Electric Light

**Account Number:** 202014345971 Invoice Number: 657826642

Service Address Page 1 of 2 KALAMAULA D OFFICE CL CLS 14 Contract: 00121

32447635

ASSOCIATION OF OWNERS OPKULANA O'IWI ACCOUNT SUMMARY

	ACC	COIT	20Mmpq	<b>7</b> I
I	Detail	section	for more	information

(See Bi 01/29/16 02/26/16 Service Périod \$2,952.32

Previous Balance \$2,952,32-**Payments** 

**OUTSTANDING BALANCE** 

\$0.00

Current Charges

\$3,145.82

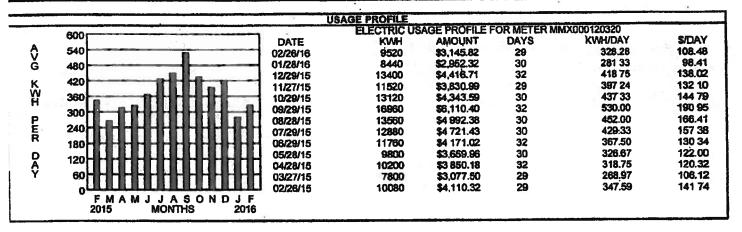
**Current Charges TOTAL AMOUNT DUE 03/19/2016**  \$3,145.82

\$3,145.82

### MESSAGES

Pay your bill at a Western Union payment agent. This service is now FREE. Visit www.maulelectric.com for details.

			BILL PERIOD	138		
	General Service-	)emand		FROM 01/2	9/16 TO 02/26/16 29	DAYS
METER# MMX000120320	REGISTER KWH	CURRENT READING 10,839.00	PREVIOUS READING 10,801.00	DIFFERENCE 238,00	MULTIPLIER 40	USAGE 9,520.00 MEAS
See (9 25 SEC 0	KW BILLED K	· 1:045. W 44.20			40 .	41.80



-WHEN PAYING IN PERSON, PLEASE PRESENT-BOTH PORTIONS PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

> Maui Electric Company PO Box 398 Kahului, HI 96733-6898

Telephone: (808) 871-9777

**ACCOUNT NUMBER** 202014345971

**TOTAL AMOUNT DUE** \$3,145.82

**DUE DATE** Mar 19, 2016 **AMOUNT ENCLOSED** 

PLEASE MAKE CHECKS PAYABLE TO:

Maui Electric Company PO Box 1670 Honolulu, HI 96806-1670

ASSOCIATION OF OWNERS OF KULANA O'IWI PO BOX 1409 KAUNAKAKAI, HI 96748-1409

**Electric Company** Box 398 cahului. Hl 96733-6898

Account Number: 202014345971 Invoice Number: 657826642

Service Address Page 2 of 2 KALAMAULA D OFFICE CL CLS 14 Contract: 32447635

#### ASSOCIATION OF OWNERS OF KULANA O'IWI

BILL DETAIL		
DESCRIPTION	AMOUNT	TOTALS
REVIOUS BALANCE	\$2,952.32	
Incoming Payment on 02/05/2016 - Thank You	\$2,952.32~	
Outstanding Balance		\$0.00
URRENT CHARGES	65H	
Electric Service J General Service-Demand		
Customer Charge	\$47.00	
Demand Charge.	\$442.00	
Energy Charge	\$3,519.59	
RBA Rate Adjustment	\$152.20	
PBF Surcharge	\$19.22	- 15
Energy Cost Adjustment	\$1,059,82-	
Renewable Infrastructure Pgm	\$0.98	
Green Infrastructure Fee	\$24.65	10
Total for Current Charges		\$3,145.82
etal Amount Due		\$3,145.82

Contact Information
Customer Service
Anal .......(8:00.AM to 5:00 PM)
Anal .......(8:00 AM to 5:00 PM)
Alotokai (8:00 AM to 5:00 PM)

871-9*7*77 1-877-871-8461 1-877-871-8461

Emergencies/Power Interruptions Only vaid (24 hours) enal and Molokal (24 hours)

871-7777 1-877-871-8461

Payment Options: 3v Mail: P.O. Box 1670, Hompluk, Hi 96808-1670

3o online to www.maulelectric.com

By Charge, Checking/Savings Debit Card, or Electronic Check:"
- Residential & Commercial Customers 1-888-813-2207
- Payment fees will apply. Please allow a minimum of 3 business days for your account to be redited.

n Person: 210 West Kameharneha Avenue, Kahulul (8:00 AM to 5:00 PM) Dur office is closed on weekends and holidays.

=Irst Hawalian Bank\*\*
Payment must be made on the island where services are rendered. Payment fee will apply.

Western Union Agents:\*\* Foodland, Sack N Save, Times Supermarkets, Safeway

Violokai Community FCU (Members only)\*\*\*

\*\* Remittance stub is required. Please allow a minimum of 2 business days for your account to be credited. Other restrictions may apply.

When a Bill is Estimated
We by to read your meter each month, but if for some reason we cannot, your bill will be based on an estimate of recent average use. You are responsible for ensuring that your meter is unobstructed and accessible.

important information Moving or Starting New Service Please call us at least 2 business days before moving or starting new service.

Late Payment
A late payment charge of 1% (for electric service accounts) and 0.83% (for non-electric service accounts) shall be applied to any unpaid balance (excluding unpaid late payment charges) no earlier than 31 days since the generation of the last bill.

Your service may be disconnected if payment is received after the stated due date. If your service is disconnected, you may be required to pay your bills in full before your service is restored, and to pay a service establishment charge and a cash deposit.

Life Support or Emergency Equipment
Please contact our Customer Service if anyone living in your home is dependent on life support or emergency equipment. However, because unplanned outages can and do occur, it is important for customers on life support to make alternative plans should the power go out at their homes.

For other information regarding your service, account charges, and rate schedules, please visit our website at www.mauletechic.com or call Customer Service.



Account Number: 202014345971 Invoice Number: 600563628

Service Address Page 1 of 2
KALAMAULA D OFFICE CL CLS 14
Contract:
32447635

# ASSOCIATION OF OWNERS OF KULANA OTWI

ACCOUNT (See Bill Detail section		atio	on)
Service Period Previous Balance Payments	02/27/16 \$3,145.82 \$3,145.82	-	03/29/16
OUTSTANDING BALANCE	•		\$0.00

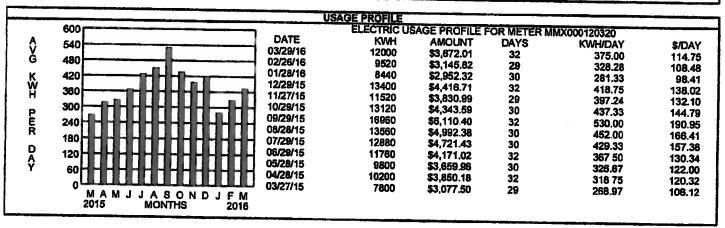
Current Charges \$3,672.01

Current Charges \$3,672.01 TOTAL AMOUNT DUE 04/23/2016 \$3,672.01

<b>MESSAGES</b>
MEGMICE

Celebrating 95 years of making Maui, Lana'i and Moloka'i better. Mahalo for making us a part of your 'ohana.

	Conomi Section		BILL PERIOD			
METER# MMX000120320	J General Service-D REGISTER KWH	CURRENT READING 11,139.00	PREVIOUS READING 10,839.00	FROM 02/2 DIFFERENCE 300.00	27/16 TO 03/29/16 32 MULTIPLIER 40	2 DAYS USAGE 12,000.00
	KW BILLED K	1.080 W 44.90			40	MEAS / 43.20



WHEN PAYING IN PERSON, PLEASE PRESENT BOTH PORTIONS
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Maul Electric Company PO Box 398 Kahului, HI 96733-6898 Telephone: (808) 871-9777

ACCOUNT NUMBER 202014345971

TOTAL AMOUNT DUE \$3,672.01

AMOUNT ENCLOSED

DUE DATE Apr 23, 2016

PLEASE MAKE CHECKS PAYABLE TO:

Maul Electric Company PO Box 1670 Honolulu, HI 95806-1670

րեւելիլիլիյի իրի թինի իրի իրի իրի իրի հանգիրի հարդինի առաջին

ASSOCIATION OF OWNERS OF KULANA O'IWI PO BOX 1409 KAUNAKAKAI, HI 96748-1409 Maui Electric Company PO Box 398 Kahului, HI 96733-6898

Account Number: 202014345971 Invoice Number: 600563628

Service Address Page 2 of 2 KALAMAULA DOFFICE CL CLS 14 Contract: 32447635

#### **ASSOCIATION OF OWNERS OF KULANA DTWI**

BILL DETAIL		
DESCRIPTION	AMOUNT	TOTALS
PREVIOUS BALANCE	\$3,145.82	
Incoming Payment on 03/07/2016 - Thank You	\$3,145.82-	
Outstanding Balance		\$0.00
CURRENT CHARGES		
Electric Service J General Service-Demand		
Customer Charge	\$47.00	
Demand Charge	\$449.00	
Energy Charge	\$4,436.46	
RBA Rate Adjustment	\$191.84	
PBF Surcharge	\$24 23	
Energy Cost Ädjustment	\$1,502,37-	
Renewable Infrastructure Pgm	\$1.20	
Green infrastructure Fee	\$24.65	
Total for Current Charges		\$3,672.0°
Fotal Amount Due		\$3,672.0

Contact Information CUSTOMER SERVICE Maui (8:00 AM to 5:00 PM) Lanal 78:00 AM to 5:00 PM) Molekai (8:00 AM to 5:00 PM)

Emergencies/Power Interruptions Only Maul (24 hours) Lanal and Molokal (24 hours)

871-7777 1-877-871-8461

Payment Options: By Mail: P.O. Box 1670, Honolulu, HI 86808-1670

Go online to www.maulelectric.com

By Charge, Checking/Savings Debit Card, or Electronic Check:\*
Residential & Commercial Customers 1-888-813-2207
\* Payment fees will apply. Please allow a minimum of 3 business days for your account to be credited.

In Person: 210 West Kamehameha Avenue, Kahului (8:00 AM to 5:00 PM) Our office is closed on weekends and holidays.

First Hawaiian Bank\*\*
Payment must be made on the island where services are rendered. Payment fee will apply.

Western Union Agents:\*\* Foodland, Sack N Save, Times Supermarkets, Safeway

Molokal Community FCU (Members only)\*\*

 $^{\rm ex}$  Remittance stub is required. Please allow a minimum of 2 buillness days for your account be credited. Other restrictions may apply.

When a Bill is Estimated
We by to read your meter each month, but if for some reason we cannot, your bill will be based on an estimate of recent average use. You are responsible for ensuring that your mater is unobstructed and accessible.

Important information Moving or Starting New Service Please call us at least 2 business days before moving or starting new service.

Late Payment
A late payment charge of 1% (for electric service accounts) and 0.83% (for non-electric service accounts) shall be applied to any unpaid balance (excluding unpaid late payment charges) no earlier than 31 days since the generation of the last bill.

Your service may be disconnected if payment is received after the stated due date. If your service is disconnected, you may be required to pay your bits in full before your service is restored, and to pay a service establishment charge and a cash deposit.

Life Support or Emergency Equipment
Please contact our Customer Service if anyone tiving in your home is dependent on life support or emergency equipment. However, because unplanned outages can end do occur it is important for customers on life support to make alternative plans should the power go out at their homes.

For other information regarding your service, account charges, and rate schedules, please visit our website at www.mauletechtc.com or call Customer Service.

# **OVERVIEW OF THE RFP PROCESS**

- 5.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 5.2 The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- 5.3 Proposals shall be received at the Department of Hawaiian Home Lands Kapolei Office. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.
  - All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
- 5.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 5.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 5.6 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- 5.7 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- 5.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 5.9 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined

EXHIBIT B RFP-16-HHL-005

- to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- 5.10 The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and may be excluded from disclosure if authorized by State law.
- 5.11 The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- 5.12 The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

EXHIBIT B RFP-16-HHL-005