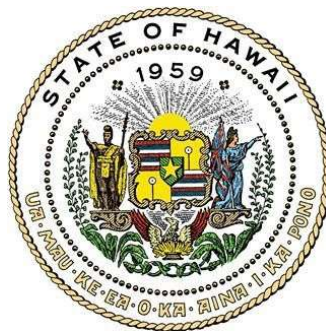


EMPLOYEES' RETIREMENT SYSTEM  
OF THE STATE OF HAWAII

INVITATION FOR BIDS  
IFB 2025-04

SEALED OFFERS/BID FOR  
ELECTION SERVICES FOR THE BOARD OF  
TRUSTEES 2025



WILL BE RECEIVED UP TO AND OPENED AT [4:30 P.M. \(HST\)](#) ON [MAY 22, 2025](#), IN THE EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII (ERS) AT 201 MERCHANT STREET, SUITE 1400, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO TELEPHONE [\(808\) 586-1705](#), OR FACSIMILE [\(808\) 586-5766](#).

ISSUE DATE: [May 7, 2025](#)

Mr. Thomas Williams,  
Procurement Officer  
Executive Director

## **ADMINISTRATIVE OVERVIEW**

### **1. ERS Overview**

The Employees' Retirement System of the State of Hawaii (ERS or State) was established by Chapter 88, Hawaii Revised Statutes (HRS), for the purpose of providing retirement allowances and other benefits for State and County government employees. ERS provides retirement, disability and death benefits for its members. ERS is a qualified defined benefit public pension plan under Section 401(a) of the Internal Revenue Code.

The ERS provides retirement, disability, survivor, and other benefits to approximately 139,000 members. ERS membership is comprised of retirees, beneficiaries, inactive vested members and active public employees working for the State and counties of Hawaii.

Administration of the ERS falls under the policy and executive direction of the Board of Trustees (the Board) with certain areas of administrative control vested in the State of Hawaii, Department of Budget and Finance. The ERS Board consists of eight members. Four of the eight members on the Board are elected by the membership: two general employees, a teacher and a retirant. Three members are citizens of the State, one of whom is an officer of a bank authorized to do business in the State or a person of similar experience, who are not employees and are appointed by the Governor. The State Director of Finance is an ex-officio member by statute.

The Board of Trustees of the Employees' Retirement System of the State of Hawaii ("ERS Board") is searching for a candidate to fill two (2) seats on the ERS. The seats on the board are for a General Employee and a Retirant to serve a six-year term, beginning January 2, 2026.

### **2. Procurement Description**

**This IFB, including all changes to the IFB that will be issued by an Addendum to the IFB, will be posted on the ERS website at <https://ers.ehawaii.gov/resources/procurement>.**

This Invitation for Bid (IFB) is to obtain a contractor to provide expert election services and the election process for ERS for two (2) seats on the ERS Board of Trustees.

ERS is soliciting to contract an expert election services company for processing an election on behalf of the Board of Trustees of the Employees' Retirement System, pursuant to Section 88-24, Hawai'i Revised Statutes, and Hawaii Administrative Rules Title 6 - DBF - Department of Budget & Finance, Chapter 24 - *Election of Members and Retirant of the System to the Board of Trustees*.

The Contractor upon receipt of Notice To Proceed (NTP) or Purchase Order shall meet with the ERS to review and discuss the compliance requirements to perform and process per the terms and requirements of this IFB.

The Contractor shall prepare and mail approximately 139,000 ballots containing the two trustee seats to be distributed by the United States Postal Service to each eligible voter at the address of record with the ERS. It is anticipated, based on experience, that approximately 36% of the ballots mailed will be returned; however, ERS does not guarantee a certain percentage of returns. The Contractor shall open, and tally returned ballots under the supervision of the ERS Election Committee.

All services and expenses to complete the election shall be the responsibility of the Contractor unless otherwise specified herein. The Contractor shall provide the complete services as specified herein per the *SCOPE OF SERVICES* and *Attachment A, Timetable*. The Contractor's obligations with respect to the retention or return of records, ballots and information, and the Contractor's obligation to ensure the confidentiality of member and retirant information shall survive the termination of the contract.

#### Service location

The Contractor shall be supporting the Employees' Retirement System (ERS) of the State of Hawaii offices located at the City Financial Center, 201 Merchant Street, Suite 1400, Honolulu, Hawaii, 96813, Telephone # 808-586-1700.

Refer to **Scope of Services** section for detailed requirements.

### **3. Procurement Timetable and Significant Dates**

The following are the important actions and corresponding final dates by which the actions must be taken or completed. **Offerors are notified that these dates are estimated by the ERS and are subject to change at the discretion of the ERS. The ERS reserves the right to change any date(s) as deemed necessary and in the best interest of the ERS.** If the ERS decides to change a date for any reason, notification will be given via the addendum process described in **Section 13 IFB Amendments and Addendums** below.

<b>ACTIVITY</b>	<b>DATE</b>
Release of IFB	5/7/2025
Due date to submit questions	5/12/2025
State's response to questions	5/16/2025
BID due date/time	5/22/2025 / 4:30 PM
State's review of proposals	
NTP (Notice To Proceed) to Contractor	
Contract start date	5/30/2025 **
Contract end date	03/31/2026 **

\*\* The ERS expects to commence this Contract by May 30, 2025. However, due to the time required for evaluation, award, and execution of this Contract, the exact commencement date is indeterminate at this time.

#### **4. Authority**

This IFB is issued under the provisions of Chapters 88 and 103D, Hawaii Revised Statutes, and the implementing Administrative Rules. All prospective offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed offer by any prospective offeror shall constitute a representation of such knowledge on the part of such prospective offeror.

#### **5. Procurement Officer and Contract Administrator**

This IFB is issued by the Employees' Retirement System of the State of Hawaii. The individual listed, or their designee, below is the Procurement Officer and Contract Administrator for this procurement.

Mr. Thomas Williams, Executive Director  
Employees' Retirement System of the State of Hawaii  
City Financial Tower  
201 Merchant Street, Suite 1400  
Honolulu, HI 96813  
Phone: (808) 586-1700  
Fax: (808) 586-1677

The ERS contact person for this solicitation is:

Geraldine Konishi  
201 Merchant Street, Suite 1400  
Honolulu, HI 96813  
Telephone: 808-586-1705  
Fax: 808-587-5766  
Email: Geraldine.Konishi@hawaii.gov

## **6. Communications with ERS**

Offerors and potential offerors (including agents of offerors or potential offerors) should **not** contact any member of the ERS Board of Trustees or any member of the ERS staff. An exception to this rule applies to firms who currently do business with the ERS; provided that any contact made by any such firm should be related to that business and should not relate to this IFB.

## **7. Offeror's Questions**

Offerors are encouraged to submit written questions if they desire. All questions must be submitted in writing no later than the date and time designated in section 3, *Procurement Timetable and Significant Dates* in order to generate an official answer. Questions over the telephone will not be accepted. Questions will be accepted and responded to only if submitted in writing. Official responses will be provided in writing. State responses to offeror questions will be posted to the ERS website.

Questions may be mailed to:

Employees' Retirement System – IFB 2025-04  
Election Services for the Board of Trustees 2025  
201 Merchant Street, Suite 1400  
Honolulu, HI 96813

Or emailed to: geraldine.konishi@hawaii.gov

Offerors are cautioned that changes or revisions to the IFB will be made through the issuance of an Addendum. No responses to questions will, by themselves, change the requirements of the IFB.

## 8. Submission of Offers

Offerors must carefully examine the solicitation, amendments (if any), required contract forms, and other documents, laws and rules, as necessary, before submitting an Offer. The submission of an Offer shall be considered to be a warranty and representation that the offeror has made a careful examination and understands the work and the requirements of this solicitation.

Offerors are cautioned that changes or revisions to the IFB will be made through the issuance of an Addendum. No responses to questions will, by themselves, change the requirements of the IFB posted to the ERS website. Offerors are responsible to check the ERS website for Addendum(s) to this IFB.

Each qualified offeror may submit only one (1) offer. Alternate offers will not be accepted.

Four (1) copies and one single-sided unbound original of the proposal must be submitted. Proposals must be received by the Issuing Officer no later than the date and time designated in *section 3. Procurement Timetable and Significant Dates*. Any proposal received after that date and time will be rejected. Proposals should be mailed or delivered to:

Mr. Thomas Williams  
Employees' Retirement System  
State of Hawaii  
201 Merchant Street, Suite 1400  
Honolulu, Hawaii 96813

The outside cover of the package containing the proposal shall be marked:

Employees' Retirement System of the State of Hawaii  
Proposal Submitted in Response to IFB No. ERS 2025-04  
Election Services for Board of Trustees 2025  
(Name of Offeror)

## 9. Receipt, Opening and Recording of Offers

Offers and modifications will be time-stamped upon receipt and held in a secure place by the Issuing Officer until the established due date.

Offers will not be opened publicly, but will be opened in the presence of two or more procurement officials. Offers will be shown only to State personnel having a legitimate interest in them.

After the date established for receipt of proposals, a register of offers will be prepared which will include for all offers: the name of each offeror; the number of modifications received, if any; and a description sufficient to identify the service offered. The register of offers may be open to public inspection only after award of the contracts.

#### **10. Costs for Offer Preparation**

Any costs incurred by an offeror for the development and submission of responses to the IFB are the sole responsibility of the organization submitting the response.

#### **11. Mistakes in Offers**

Offers may be modified or withdrawn, prior to the deadline for submission of Offers, designated in section 3, *Procurement Timetable and Significant Dates*.

Mistakes shall not be corrected after award of contract. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer will request the offeror to confirm the Offer. If the offeror alleges mistake, the Offer may be corrected or withdrawn.

ERS reserves the right to waive or permit cure for minor informalities, errors or omissions, and to conduct discussion with all qualified offerors in any manner necessary to serve the best interests of the ERS.

#### **12. Disqualification of Offers**

The ERS reserves the right to consider as acceptable only those Offers submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the scope of work. Any Offer offering any other set of terms and conditions, or terms and conditions contradictory to those included in this IFB, may be disqualified without further notice.

An offeror will be disqualified and the Offer automatically rejected for any one or more of the following non-exclusive reasons:

- Proof of collusion among offerors, in which case all Offers and offerors involved in the collusive action will be rejected.
- The offeror's lack of responsibility and cooperation as shown by past work.
- The Offer shows any noncompliance with applicable law.
- The Offer is conditional, incomplete, or irregular in such a way as to make the Offer incomplete, indefinite, or ambiguous as to its meaning.
- The Offer has any provision reserving the right to accept or reject award, or to enter into an agreement pursuant to an award, or provisions contrary to those required in the solicitation.
- The delivery of the Offer after the deadline specified in the timetable.
- The offeror being in arrears on existing contracts with the State or having defaulted on previous contracts.
- The offeror's lack of sufficient experience to perform the work contemplated.
- The offeror's conflicts of interest or lack of independence in judgment.

### **13. IFB Amendments and Addendums**

ERS reserves the right to amend this IFB any time prior to closing date for best and final offers. Refer to section 2, *Procurement Description* and section 3, *Procurement Timetable and Significant Dates*. Addenda will be numbered consecutively.

### **14. Cancellation of Request for Offers/Rejections of Offers**

This IFB may be cancelled and any or all Offers may be rejected in whole or in part, and waive any defects, when it is determined to be in the best interests of ERS.

### **15. Uncertainties Beyond the Control of ERS**

ERS recognizes that circumstances beyond the control of the ERS may arise that may significantly affect the ability of the contractor to provide the services described in this IFB or as proposed by the contractor. Accordingly, the ERS reserves the right to modify the agreement to address such circumstances.

### **16. Proposal Bonds; Performance and/or Payment Bonds**

No bid bond is required to be submitted with the Offer, and no performance or payment bond will be required for the contract awarded pursuant to this IFB.



## 17. Acceptance of Offer and Execution of Contract

Acceptance of an Offer, if any, will be made as provided in the Procurement Timetable. The offeror must have the ability to perform as called for in the IFB and in the contract. ERS shall be the sole judge of capability. The successful offeror will be notified that its Offer has been accepted and that the offeror is being awarded the contract.

ERS reserves the right to award a contract based upon the written responses received and without prior discussion or negotiations.

**Exhibit A** is a sample contract used by ERS for Election Services for the Board of Trustees 2025 as detailed in this IFB. In submitting an Offer, the offeror will be deemed to have agreed to each provision set forth in Exhibit A unless the offeror identifies the provision to which objection is made and submits alternative language. ERS reserves the right to further negotiate the terms and conditions of the contract with the successful offeror. The contract awarded pursuant to this IFB shall consist of the IFB and any amendments thereto, and the specific terms and conditions of the negotiated contract.

ERS shall forward a contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten days after receipt by the offeror or within such further time as may be allowed.

No contract shall be considered binding upon ERS until the contract has been fully and properly executed by all parties thereto.

If the offeror to whom a contract is awarded shall fail or neglect to enter into the contract within ten days after such award or within such further time as may be allowed, the Procurement Officer will consider the responsive, responsible Bidder submitting the next lowest total sum bid price.

### **Notice to Proceed**

No work is to be undertaken by the CONTRACTOR prior to the official commencement date. The STATE is not liable for any work, Contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the CONTRACTOR prior to the work start date.

## **18. Debriefing**

Non-selected offerors may submit a written request for debriefing to the Procurement Officer or designee within three working days after the posting of the award of the contract. If a debriefing is requested by one or more of the non-selected offerors, a combined debriefing will be held. The debriefing will be held by the Procurement Officer or designee, to the maximum extent practicable, within seven working days after receipt by the Procurement Officer or designee of the first request for debriefing; and may be conducted in person or by telephone at the sole discretion of the ERS. The debriefing will be held at:

Employees' Retirement System of the State of Hawaii  
City Financial Tower  
201 Merchant Street, Suite 1400  
Honolulu, HI 96813

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

## **19. Requirements for Doing Business in the State of Hawaii**

Section 3-122-112, Hawaii Administrative Rules ("HAR"), requires that, before award of contract may be made, the successful offeror must provide proof of compliance with the requirements of the following chapters of the Hawaii Revised Statutes ("HRS"):

- 1) Chapter 237, general excise taxes
- 2) Chapter 383, unemployment insurance
- 3) Chapter 386, workers' compensation
- 4) Chapter 392, temporary disability insurance
- 5) Chapter 393, prepaid health care

And one of the following:

- 1) Be registered and incorporated or organized under the laws of the State of Hawaii,  
or
- 2) Be registered to do business in the State of Hawaii.

Proof of compliance with the foregoing requirements can be provided through the Hawaii Compliance Express (HCE), which allows vendors, contractors and service providers doing business with the State to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the date the Certificate of Vendor Compliance is issued. The Certificate of Vendor Compliance indicating that offeror or contractor's status is compliant with the requirements of HRS Chapter 103D-310(c), will be accepted for both contracting purposes and final payment.

**If a Certificate of Compliance showing that the offeror's status is "Compliant" is not submitted on a timely basis for award of the contract, an offeror otherwise responsive and responsible may not receive the award.**

The contractor must maintain such compliance during the term of the contract and for final payment. The ERS may conduct periodic checks to confirm that a contractor maintains compliance with the foregoing requirements throughout the term of the contract, including any extensions. If a contractor's Certificate of Vendor Compliance shows that the contractor's status is "Not Compliant" or "Expired", the ERS has the right to withhold any and all payments to the contractor until the contractor's Certificate of Vendor Compliance shows that the contractor's status is "Compliant." Such withholding shall not be considered or constitute a breach of contract and shall not be a basis or excuse for nonperformance of the contract by the contractor, or entitle contractor to claim interest for a late payment.

## **20. Invoices and Final Payment Requirements**

Incremental payments shall be made to the awarded Contractor per the Payment Schedule agreed to and approved between the ERS and Contractor, that meet the expectations of the IFB.

Invoices are to include sufficient details of services performed and/or milestones attained per the approved Payment Schedule.

The CONTRACTOR is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the Contract, or the CONTRACTOR may submit a contractor's Certificate of Vendor Compliance from HCE that shows that the contractor's status is "Compliant."

## **21. Tax Liability**

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax ("GET") at the current rate for each county. If, however, a Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

## **22. Campaign Contributions by State and County Contractors**

It has been determined that funds for this Contract have been appropriated by a legislative body.

Therefore, the Bidder, if awarded a Contract in response to this solicitation, agrees to comply with Section 11-355, HRS, which states that campaign contributions are prohibited from a State and county government CONTRACTOR during the term of the Contract if the CONTRACTOR is paid with funds appropriated by a legislative body.

## **SCOPE OF SERVICES**

### **Introduction**

Contractor will provide all labor, materials, equipment and supervision to complete election services as described herein necessary to fill up to two (2) seats on the Board of Trustees. The seats on the Board are for (a) a general employee and (b) a retirant, with each serving a six-year term, beginning January 2, 2026.

All services and expenses to complete the election shall be the responsibility of the Contractor unless otherwise specified herein. The Contractor shall provide the complete services as specified herein per Timetable, Attachment A. The Contractor's obligations with respect to the retention or return of records, ballots and information, and the Contractor's obligation to ensure the confidentiality of member and retirant information shall survive the termination of the contract.

### **General requirements**

The Contractor upon receipt of Notice To Proceed (NTP) or Purchase Order shall meet with the ERS to review and discuss the compliance requirements to perform and process per the terms and requirements of this IFB.

The Contractor shall prepare and mail approximately 139,000 ballots, in a single envelope, for each trustee seat to be distributed by the United States Postal Service to each eligible voter at the address of record with the ERS. The Contractor shall log and track ballots and returned mail using the unique identifier for each member, and to assist ERS forward returned mail with forwarding address provided from the post office. It is anticipated, based on experience, that approximately 36% of the ballots mailed will be returned; however, ERS does not guarantee a certain percentage of returns. The Contractor shall open and tally returned ballots under the supervision of the ERS Election Committee.

Work hours: The ERS's normal work hours are from 7:45 AM to 4:30 PM, Hawaii Standard Time, Monday through Friday, except State Holiday and/or days when work is not officially scheduled.

## **Contractor responsibilities**

1. The Contractor shall within five (5) calendar days from the date of the Notice To Proceed or receipt of the Purchase Order shall submit to the ERS Election Committee a Gantt type schedule with Project Plan summary of activities, including but not to be limited to those activities listed below.
2. Print 139,000 sets of: ballots, voting instructions, candidate information sheets, mailing envelopes and return envelopes. The Contractor will pay the actual cost of printing items in this paragraph. Refer to Attachment SAMPLE BALLOT for the sample ballot, voting instructions and candidate information sheets. See Attachment ENVELOPE SAMPLE for sample envelope. In printing the envelopes for ballot packets and the return envelopes, Contractor will ensure that the lowest postage rate possible can be used.
3. Assemble and mail the documents described above to ERS members and retirants at the addresses provided by the ERS. Contractor shall mail the above documents from Honolulu per Election Timetable at the pre-sorted first-class rates. The ERS will provide Contractor with the addresses of eligible voters at close of business per Election Timetable Contractor will perform an address certification prior to mailing ballots, and provide to ERS a listing of updated addresses. The ERS will pay the actual cost of postage for mailing the above documents. Contractor shall make the appropriate arrangements with the United States Postal Service (Hawaii) for payment of the postage fees directly from the ERS account. The ERS will pay return envelope postage through the Business Reply Account (BRAHMAS) system and any United States Postal Service business reply mail accounting fees.
4. Maintain procedures to ensure the integrity of the election, including, without limitation, procedures to ensure that ballots are accounted for and not tampered with; that ballots are sent only to the members and retirants whose names and addresses are provided to Contractor by the ERS; that multiple ballots are not distributed except as provided by Chapter 6-24-7 Hawaii Administrative Rules (HAR), and that the results of the ballot count are accurate.
5. Contractor will maintain a listing of the names and addresses of the ERS members and retirants to whom ballots have been sent.
6. Contractor may maintain a Honolulu post office box to which ballots may be returned or ballots may be returned to the contractor's office located in Hawaii. If the post office box is used, it shall be maintained from through-out the election season as required by Chapter 6-24-5, HAR.

7. Collect from the post office box or Contractor's office and from the ERS ballots that have been returned, and segregate and store the ballots as required by Chapter 6-24-6, HAR.
8. Maintain a daily record of the number of ballots received as required by Chapter 6-24-6, HAR.
9. Issue new ballots in accordance with Chapter 6-24-7, HAR, and maintain the records required by that section. The ERS will reimburse the Contractor for the cost of first-class postage for mailing new ballots.
10. Verify that returned ballots have been returned within the prescribed period required by Chapter 6-24-6, HAR. ERS would like to have return service requested to obtain new addresses. Contractor shall prepare a list of returned mail and track mail in a log. Returns must include the unique identifier that will be provided by the ERS.
11. Contractor to log and track returned mail using the unique identifier for each member:
  - a) Returned mail forwarding address from port office:
    - 1) Log forwarding address in file provided by ERS.
    - 2) Mail ballot to new address.
  - b) Returned mail with no forwarding address:
    - i. Log in file provided by ERS.
    - ii. Provide to ERS file of returned mail that is unable to be forwarded and original mail.
    - iii. Conduct research of address and provide ERS procedures for handling returned mail with no forwarding addresses so offeror can mail new ballot to new address found (if any), etc.
12. ERS shall provide a unique identifier that is applicable to each person receiving the election ballot mailing as part of the address file. This unique identifier is to be printed on every address label.
13. On a date to be mutually agreed to by the Contractor and ERS to open and tally all ballots that have been returned within the prescribed period required by Chapter 6-24-9, HAR. Contractor to have the appropriate procedures to guarantee that all returned ballots can be verified and tallied. Remain anonymous, are accounted for, secured and cannot be tampered with in any way. Ballots to be opened and tallied under the supervision of the Election Committee representative at a location agreed by the Contractor and by the ERS.

14. Promptly, and, in any event, no later than noted on the Timetable and certify election results to Election Committee and deliver all tallied ballots to the ERS in a secure manner.
15. Contractor is responsible to hold tallied ballots for a period of a minimum of (30) thirty days following the successful candidate taking office as required by Chapter 6-24-11, HAR.
16. The Contractor to ensure that all member and retirant information will remain confidential, that ERS's mailing lists will be returned, and that none of the information provided to Contractor will be sold or otherwise transferred to any third party.
17. Comply in all respects with the provisions of Chapter 6-24, HAR.
18. Certify that the Contractor is an independent and uninterested party with regard to the results of the election.
19. Contractor shall complete, sign and submit the attached ERS Confidentiality Agreement in their proposal package. If applicable, each subcontractor shall complete and submit the ERS Confidentiality Agreement, signed by an individual authorized to legally bind the subcontractor.
20. Contractor to provide all labor, materials, equipment and supervision to complete the election services per terms and conditions specified in this IFB All services which includes mailing the ballots, maintaining election services procedures, setting up post office boxes, tallying the ballots and other activities specified in the scope pursuant to Chapter 6-24, of the Hawaii Administrative Rules.
21. All data transmitted in the performance of this solicitation (a) from Contractor to ERS or (b) from ERS to Contractor shall be sent via Axway, ERS's secure file transfer protocol (SFTP) with encryption, as these files may that contain sensitive/confidential information.

## **TERMS AND CONDITIONS**

### **1. Offeror qualifications**

#### **1.1 Local Presence:**

Offeror to have an office in Honolulu, Hawaii to support the specifications of this IFB and able to meet with ERS personnel during regular business hours

#### **1.2 Experience:**

1.2.1 Offeror to have a minimum of one (1) year of experience performing election services for a client of similar size, scope and complexity of ERS.

1.2.2 Offeror to have conducted election services within the past five (5) years for a minimum of 1 organization meeting requirements of 1.2.1 above.

1.2.3 Offeror's primary account contact assigned to this engagement to have experience conducting business with the State of Hawaii.

1.2.4 Contractor, and any Subcontractor if applicable, shall complete, sign and submit the attached ERS Confidentiality Agreement in their proposal package, for award consideration of the IFB.

### **2. Term of service**

The term of the contract is estimated to be from May 2025, upon contract signing, through March 31, 2026.

Awardee to commence engagement under the terms and specifications of this IFB within the timeframe of Attachment A upon receipt Notice to Proceed (NTP) or Purchase Order (PO).

### **3. Pricing**

3.1 Offeror to complete Attachment B, Offeror Information including their quote for services on the form and affix signature. Offer shall be the firm, fixed, complete competitive bid price for Offeror providing and performing under the terms and conditions of this IFB for the contract term. Per the State of Hawaii, award will be made to the Offeror who has provided the best costing from the most responsible and responsive offeror

3.2 Offeror's price quotation shall be a firm and fixed, to include all fees charged by offeror incurred in or associated with performing the services, except for the postage; of which the awardee shall invoice ERS for reimbursement.



#### 4. Invoicing and payment

4.1 Awardee shall prepare an invoice acceptable per State of Hawaii requirements and email same with their service report for the effected month, noting the deliverables fulfilled from the scope of services to the below bill to after the last day of the effective service month. Awardee to mail the original hardcopy invoice with report and original signatures to the ship to below within 10 days of the emailed invoice. Invoice to be paid net 30 days after the receipt of an acceptable invoice per State of Hawaii requirements.

<b>BILL TO:</b>	<b>SHIP TO:</b>
Employees' Retirement System Attn: Accounting Accounts Payable 201 Merchant St, Suite 1400 Honolulu, Hawaii 96813 Phone: (808)586-1650 E-mail: <a href="mailto:DBF.ERS.AccountsPayable@hawaii.gov">DBF.ERS.AccountsPayable@hawaii.gov</a>	Employees' Retirement System Attn: Administration BOT Election 201 Merchant St, Suite 1400 Honolulu, Hawaii 96813

#### 4. Attachments and Exhibits

4.1. The following attachments and exhibits are included as part of this IFB

IFB File Type	Description	
IFB	Attachment A, Timetable	
IFB	Attachment B, Offeror Information	
IFB	ERS Confidentiality Agreement (ERS Vendor)	
Administrative	HAR TITLE 6 Chapter_24 ERS BOT ELECTIONS	
Administrative	Trustee_Election_Address_File_Format_2025 Vendor	
Administrative	Attachment SAMPLE_ENVELOPE	
Administrative	Attachment SAMPLE_BALLOT	
Contract Example	Exhibit A, Sample Contract for Invitation For Bid (IFB)	

## **OFFEROR SUBMITALS**

### **1. Offeror Proposal:**

1.1 Offeror shall prepare a proposal as part of this IFB. The proposal shall include the following:

- Cover letter, acknowledging addendums of the IFB
- Company portfolio.
- Length of time in business.
- Resumes of key personnel assigned to this engagement.

1.2 Offeror to prepare, complete, and sign Attachments B which contains:

- Offeror company information
- Compliance Questions
- References

### **2. Compliance:**

2.1 Offeror is to be duly registered to do business in the State of Hawaii via DCCA registration ([cca.hawaii.gov/resources](http://cca.hawaii.gov/resources)), and to be compliant in Hawaii Compliance Express ([vendors.ehawaii.gov/hce](http://vendors.ehawaii.gov/hce)) by the date and time of this IFB due per section 3, *Procurement Timetable and Significant Dates* in order to be considered.

### **3. ERS Confidentiality Agreement:**

3.1 Offeror, and any Subcontractor if applicable, is to complete and sign the attached confidentiality agreement at the time of bid submittal.

### **4. Attachment B, Offer Form, references section:**

4.1 Offeror if using subcontractor(s) to have their subcontractor(s) also fill in the Attachment B, Offer Form and included in bid submittal.

**ATTACHMENT A – ELECTION TIMETABLE**  
**IFB 2025-04 Board of Trustees Election Services 2025**

<b>TASK DESCRIPTIONS</b>	<b>PROCESS DATES</b>	<b>COMMENTS</b>
1. Procure Election Services.	Release IFB May 7 2025	
2. ERS staff to work with Contractor to finalize election services and activities.	June 2025	
3. Printing of sets of ballots, voting instructions, candidate information sheets, mailing envelopes and return envelopes. Assemble ballots sets for mailing.	July-August 2025	
4. Mail out ballots sets.	September 5, 2025	
5. Maintain list of the names and addresses of the ERS members and retirants to whom ballots were mailed.	Beginning September 5, 2025	
6. Issue new ballots, if/as required.	September 5, 2025, to September 30, 2025	
7. Collect ballots from post office box or office.	September 8, 2025 October 21, 2025	Envelope must be postmarked by October 14, 2025 to be considered timely.
8. Open and tally ballots under the supervision of the Election Committee.	October 21-24, 2025	ERS to contact union organizations for committee members in Sept. 2025.
9. Report and certify election results to the Election Committee.	November 3, 2025	ERS to report the election results at the November 10, 2025 Board Meeting.
10. Secure tallied ballots.	September 8, 2025 to February 1, 2026	
11. Destroy tallied ballots & certify.	February 2, 2026 to March 31, 2026	Ballots to be held for thirty days and can be destroyed if no election questions asked.

## ATTACHMENT B OFFER FORMS (5 Pages)

### OFFEROR INFORMATION

Procurement Officer  
Employees' Retirement System  
201 Merchant Street, Suite 1400  
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and the attached General Conditions and agrees to same. Offeror hereby submits the following offer to perform the work as specified in this specification, 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 quote submitted was independently arrived at without collusion.

Offeror is:

☐ Corporation      ☐ Limited Liability Company      ☐ Limited Partnership

☐ Other: \_\_\_\_\_

State of Incorporation/Organization: \_\_\_\_\_

Exact Legal Name of Entity:      \*\* \_\_\_\_\_

Doing Business As (dba): \_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Hawaii Tax No.: \_\_\_\_\_

Business address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Payment address \_\_\_\_\_

(if different than business address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Name and Title (Please Type or Print)

Email Address: \_\_\_\_\_

**\*\*If Offeror is a "dba" or a "division" of a corporation, or other entity, furnish the exact legal name of the corporation under which the awarded Contract will be executed.**

**ATTACHMENT B OFFER FORMS (5 Pages)**

**OFFEROR INFORMATION**

**PRICE QUOTE**

DESCRIPTION:		TOTAL AMOUNT
<p>TOTAL COST TO PROVIDE AND PERFORM PER SPECIFICATIONS OF THIS IFB SCOPE OF SERVICES FIRM AND FIXED</p> <p>Prepare and mail approximately 139,000 ballots for the Election for two (2) seats on the ERS Board of Trustees to members and retirant of the System, in accordance with IFB 2025-04 Scope of Services.</p> <p>a. Contractor will provide all labor, materials, equipment and supervision to complete election services, excluding postage expenses.</p>		\$

**Award for IFB will be based on the price submitted for processing the election of two (2) seats on the Board of Trustees.**

**(Note: The ERS will pay the cost of postage and any United States Postal Service fees.)**

**Additional attachments have been included (check here).** \_\_\_\_\_

Quote No: \_\_\_\_\_ Quote is valid for  
(60) calendar days). \_\_\_\_\_

**All quotes to be signed and dated by an authorized signatory of the company.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

**ATTACHMENT B OFFER FORMS (5 Pages)**

**OFFEROR INFORMATION  
COMPLIANCE QUESTIONS**

**COMPLIANCE QUESTIONS/QUALIFICATIONS**

Offerors shall comply with ALL of the following qualification items as described in Attachment A, OFFEROR QUALIFICATIONS, Section 3. Any non-compliance (i.e., any “No” answers) will result in the offeror not qualifying for this award.

	<b>Required Qualification</b>	<b>Yes</b>	<b>No</b>
1	Offeror has a minimum of one (1) year of experience performing election services for a large complex organization.		
2	Offeror has conducted election services within the past five (5) years for at a minimum of (1) organization of similar size, scale and complexity as ERS. Contact information for these election services must be provided in response to the references section below.		
3	Offeror has an office on the island of Oahu, Hawaii and the ability to meet with ERS staff and others during ERS business hours.		
4	Offeror's primary account contact has experience conducting business in Hawaii.		

**ATTACHMENT B OFFER FORMS (5 Pages)**  
**OFFEROR INFORMATION**

**REFERENCES TO CONFIRM OFFEROR QUALIFICATIONS**

**Offeror: List client(s) from the past 5 years where offeror conducted election services for an organization of similar size, scale and complexity as ERS. Offeror hereby authorizes the Employees' Retirement System of the State of Hawaii to contact these clients.**

OFFEROR NAME \_\_\_\_\_

(1) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

(2) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

(3) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

**ATTACHMENT B OFFER FORMS (5 Pages)**  
**OFFEROR INFORMATION**

**REFERENCES / TO CONFIRM OFFEROR SUBCONTRACTORS QUALIFICATIONS**

**Subcontractor: List client(s) from the past 5 years where offeror conducted election services for an organization of similar size, scale and complexity as ERS. Offeror hereby authorizes the Employees' Retirement System of the State of Hawaii to contact these clients.**

\_\_\_\_\_ Mark here if no subcontractor used.

OFFEROR NAME \_\_\_\_\_

SUBCONTRACTOR NAME \_\_\_\_\_

(1) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

(2) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_

(3) Client Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Period of Service Provided: \_\_\_\_\_



## CONFIDENTIALITY AGREEMENT

### (Employees' Retirement System Vendor)

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by

\_\_\_\_\_, ("Vendor"), a

\_\_\_\_\_, whose

address is \_\_\_\_\_, for the

benefit of the **EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII**

("ERS"), with reference to the following:

WHEREAS, during the course of providing goods or services to the ERS, Vendor and Vendor's employees, subcontractors, consultants, or agents may come into possession of certain confidential information; and

WHEREAS, the purpose of this Agreement is to set forth Vendor's responsibilities with respect to the confidential information;

NOW, THEREFORE, for good consideration and as a condition of working at ERS worksites or accessing ERS systems, Vendor agrees as follows:

1. Definitions. The following words and phrases, as used in this Agreement, shall have the following meanings:

"Contract" means: The agreement dated \_\_\_\_\_, between Vendor and the ERS, and any amendments thereof, pursuant to which Vendor has agreed to provide goods or services to the ERS.

"Confidential Information" means: Confidential Business Information and Confidential Personal Information provided to or made available to Vendor by the ERS, created or maintained for the ERS by Vendor, or transmitted on behalf of the ERS by Vendor.

"Confidential Business Information" means: Business plans and strategies, processes, customer/member lists and records, proposals, employee records, financial statements and information, technical information, product design information, pricing or cost information, discounts, proprietary computer programs including source code and object code, technical or other proprietary manuals, copyrighted materials and all other forms of intellectual property.

"Confidential Personal Information" means:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- (1) Social security number;
- (2) Driver's license number or Hawaii identification card number; or
- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

b. Information in which an individual has a significant privacy interest, including, without limitation the following:

- (1) Information relating to medical, psychiatric, or psychological history, diagnosis, condition, treatment, or evaluation;
- (2) Information relating to eligibility for ERS benefits or the determination of benefit levels; and
- (3) Information describing an individual's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or credit worthiness, including, without limitation, an individual's employment, personnel and payroll records.

c. An individual's first name or first initial and last name in combination with any one or more of the following data elements:

- (1) Date of birth;
- (2) Address; or
- (3) Phone numbers.

Confidential Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Information" includes all information, regardless of the format, including, without limitation, information presented in written, drawn, spoken, visual, or electromagnetic format.

"Technological safeguards" means: the technology and the policy and procedures for use of the technology to protect and control access to Confidential Information.

## 2. Confidentiality of Information.

a. All Information provided to or made available to the Vendor by the ERS shall be used by Vendor only for the purpose of providing goods or services under the Contract and may not be disclosed without the prior written approval of the ERS.

b. All Confidential Information shall be safeguarded by Vendor. In safeguarding the Confidential Information, the Vendor shall comply with, *inter alia*, the applicable provisions of

Hawaii Revised Statutes chapters 487J, 487N and 487R. Vendor agrees not to retain, use, or disclose, or permit Vendor's employees, subcontractors, consultants, or agents to retain, use, or disclose, Confidential Information for any purpose other than as permitted or required by this Agreement or the Contract.

c. Vendor agrees to implement, and ensure that any subcontractors to whom Vendor provides access to Confidential Information implement, appropriate technological safeguards that are acceptable to the ERS to reduce the risk of unauthorized access to the Confidential Information and to prevent the unauthorized use or disclosure of the Confidential Information.

d. Vendor shall promptly (and in any event within twenty-four hours of discovery) and completely report to the ERS any security breaches or potential security breaches involving Confidential Information. If the breach or potential breach involves Confidential Personal Information, such notification shall include: (1) the names of the individuals affected, (2) a description of the circumstances of the breach, (3) the date of the breach, (3) the date of discovery of the breach, (4) the information breached, (5) any steps affected individuals should take to protect themselves from potential harm, (6) the steps Vendor (or its agent) is taking to investigate the breach, mitigate losses, and protect against future breaches, and (7) contact information for individuals or entities to obtain more information regarding the breach, including a telephone number, e-mail address, website, or postal address.

e. Vendor agrees to mitigate any harmful effect that is known to Vendor because of a use or disclosure of Confidential Information by Vendor, or by Vendor's employees, contractors, consultants, or agents, in violation of the requirements of this Agreement.

g. Vendor shall complete and retain a log of all disclosures made of Confidential Information. The log shall, at a minimum, be sufficient for the ERS to determine Vendor's compliance with this Agreement.

h. Vendor shall make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Confidential Information, available to the ERS.

3. Security Awareness Training and Confidentiality Agreements.

a. Vendor certifies that all of its employees who will have access to Confidential Information have completed training on security awareness topics relating to protecting Confidential Information.

b. Vendor certifies that confidentiality agreements have been signed by all of its employees, subcontractors, consultants, and agents who will have access to Confidential Information acknowledging that:

- (1) Confidential Information will be treated as confidential in a manner consistent with this Agreement;
- (2) Access to Confidential Information will be allowed only as necessary to perform the Contract; and

- (3) Use of Confidential Information will be restricted to uses consistent with the services subject to the Contract.

4. Indemnification and Defense. The Vendor shall defend, indemnify, and hold harmless the ERS and its trustees, employees, and agents from and against all liability, loss, damage, cost and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the Vendor's breach of the Vendor's obligations under this Agreement or from the retention, use, or disclosure of Confidential Information by Vendor's employees, contractors, consultants, or agents for any purpose other than as permitted or required by this Agreement or the Contract. The liability, loss, damage, costs, expense, claims, suits, and demands referred to in this paragraph include, without limitation, the costs and expenses for complying with section 487N-2, Hawaii Revised Statutes, and any other claims arising out of, and costs and expenses of any other actions that the ERS reasonably believes are necessary for the mitigation of, security breaches or potential relating to Confidential Personal Information. The provisions of this paragraph shall survive termination or completion of the Contract.

5. Termination for Cause. In addition to any other remedies provided for by this Agreement or the Contract, if the ERS learns of a material breach by Vendor of this Agreement by Vendor, the ERS may at its sole discretion:

- a. Provide an opportunity for the Vendor to cure the breach or end the violation; or
- b. Immediately terminate the Contract.

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(Name of Vendor)

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(Signature)

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(Print Name)

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(Print Title)

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(Date)