



RELEASE DATE: March 31, 2023

**The State of Hawaii
Department of Transportation**

**Request for Proposals
Solicitation Project No. ES1987-23**

**AIRPORTS INTERACTIVE TERMINAL MAPS
SYSTEM
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION**

OFFERS ARE DUE AT 2:00 P.M. HAWAII STANDARD TIME (HST) ON

MAY 1, 2023

(or such later date as may be established by the State of Hawaii by an Addendum to this RFP)

BY SUBMISSION TO THE STATE OF HAWAII DEPARTMENT OF TRANSPORTATION

**DIRECT ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO
THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND
ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS
FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP, TO:**

AMY SAITO HAWAII DEPARTMENT OF TRANSPORTATION TELEPHONE
(808) 838-8678 OR EMAIL ADDRESS AMY.SAITO@hawaii.gov.

REQUEST FOR PROPOSALS
FOR
AIRPORTS INTERACTIVE TERMINAL MAPS SYSTEM
STATE OF HAWAII
PROJECT NO. ES1987-23
(CHAPTER 103D, HRS)

The receiving of SEALED PROPOSALS for AIRPORTS INTERACTIVE TERMINAL MAPS SYSTEM, ("Project"), PROJECT NO.: ES1987-23, will begin as advertised on MARCH 31, 2023 on HlePRO. Offerors are to register and submit proposals through HlePRO only. See the following HlePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit proposals is May 1, 2023 at 2:00 PM Hawaii Standard Time (HST). Proposals received after said due date and time shall not be considered.

The Scope of Work is to procure services from a qualified Contractor to provide consultant, web graphics, and development services to assist the Department of Transportation, Airports to create a new or refreshed interactive terminal maps application ("SYSTEM") for the State of Hawaii airport system.

All questions shall be submitted in writing through HlePRO no later than **10:00 AM on April 6, 2023.**

Campaign contributions by State and County Contractors. Offerors are hereby notified of the applicability of HRS Section 11-355, which states that campaign contributions are prohibited from specified State of Hawaii ("State") or county government contractors during the term of the contract if the contractors are paid with funds appropriated by the legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with §103D-701, HRS and §3-126, HAR.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Offerors are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded or without discrimination on the grounds of race, color, national origin or sex (as directed by 23 CFR Part 200).

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The State reserves the right to cancel this request for proposals, to postpone or continue same from time to time, as it deems necessary, or reject any or all proposals and to waive any defects in said proposals for the best interest of the State.



EDWIN H. SNIFFEN
Director of Transportation

Internet Posting: MARCH 31, 2023

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RFP Administrative Information

RFP Title: AIRPORTS INTERACTIVE TERMINAL MAPS SYSTEM PROJECT	ES1987-23
RFP Project Description: Airports Interactive Terminal Maps SYSTEM Upgrade/Replacement (See Section 1.1 Purpose)	The State of Hawaii is seeking a Contractor to develop, deliver, and maintain an upgraded or replacement airports interactive terminal map application for ten State of Hawaii passenger airports
RFP Point of Contact: (See Section 1.6 Point of Contact)	Buyer Name – Amy Saito Agency Name – Hawaii Department of Transportation, Airports Division Agency Address – 400 Rodgers Blvd., Suite 700, Honolulu, HI 96819 Buyer email – amy.saito@hawaii.gov Buyer Phone – (808) 838-8678
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Section 2.2 Electronic Procurement)	Electronic Submission hiepro.ehawaii.gov
Deadline to Receive Questions: (See Sections 1.3 Schedule and Significant Dates and 2.4 Questions Regarding RFP Contents)	April 6, 2023, 10:00A.M. Hawaii Standard Time (HST)
Answers to Questions: (Sections 1.3 Schedule and Significant Dates and 2.5 Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through hiepro.ehawaii.gov. Questions must be submitted by the question deadline date.
RFP Closing Date: (See Section 1.3 Schedule and Significant Dates)	May 1, 2023
RFP Closing Time: (See Section 1.3 Schedule and Significant Dates)	2:00 P.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Section 1.5 Period of Performance)	The term of the contract is for one (1) year with not more than two (2) additional one (1) year periods, or parts thereof. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 3.7 PAYMENT AND SECTION 3.8 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII.)	

Offer Checklist

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below.

No.	Description	Reference in RFP	Completed
1	Table of Contents	Section 4.5 Required Format and Content	<input type="checkbox"/>
2	Transmittal Letter	Section 4.5 Required Format and Content	<input type="checkbox"/>
3	Offer Checklist – submittal of this Offer Checklist with all items checked “completed.”	Section 4.5 Required Format and Content.	<input type="checkbox"/>
4	Offer Forms OF-1 to OF-8- Completed and signed NOTE: Ensure the company name submitted in HlePRO matches the company name on OF-1.	Attachment A Offer Form OF-1 to OF-8; Section 8.5 Proposal Preparation	<input type="checkbox"/>
5	Executive Summary, not to exceed one (1) page	Section 4.5 Required Format and Content	<input type="checkbox"/>
6	Approach (Work Plan)	Section 4.5 Required Format and Content	<input type="checkbox"/>
7	SYSTEM Proposal	Section 4.5 Required Format and Content	<input type="checkbox"/>
7	Offeror Background and Personnel Experience	Section 4.5 Required Format and Content and reference OF-2 to OF-6	<input type="checkbox"/>
8	Price	Section 6, Evaluation Criteria 4 - Price Attachment A, OF-7	<input type="checkbox"/>
9	Confidential, Protected or Proprietary Information Section	Section 4.5 Required Format and Content, number 11	<input type="checkbox"/>

Authorized Offeror Signature

REQUEST FOR PROPOSALS

Airports Interactive Terminal Map SYSTEM Project

Solicitation # RFP-ES1987-23

Section 1: General Information

1.1 Purpose

Pursuant to Hawaii Administrative Rule (HAR) Title 3, Subtitle 11, Chapter 122, Subchapter 6, the Hawaii Department of Transportation (HDOT) Airports Division (DOTA) is soliciting this Request for Proposals (RFP) to obtain the services of a fully qualified Contractor to provide consultant, web graphics, and development services to assist the DOTA to create a new or refreshed interactive terminal maps application (“SYSTEM”) for the State of Hawaii airport system.

1.2 Background

The DOTA currently hosts an interactive terminal map application in the State’s Government Private Cloud (“GPC”) which is linked from the respective airport website. The current application resides on a windows server operating system version 2012 which will be de-supported on October 2023. Therefore, DOTA needs to upgrade the server operating system and seeks to replace/refresh the current application.

The DOTA is seeking a highly qualified Contractor to develop and implement the SYSTEM for each of the ten (10) State of Hawaii passenger airports. The delivered SYSTEM shall continue to have a consistent appearance and functionality among the ten (10) passenger airports.

The ten (10) passenger airports are Daniel K. Inouye International Airport, Ellison Onizuka Kona International Airport at Keahole, Hana Airport, Hilo International Airport, Kahului Airport, Kalaupapa Airport, Kapalua Airport, Lanai Airport, Lihue Airport, and Molokai Airport.

1.3 Schedule and Significant Dates

The table below contains the State’s current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

Event	Date
Solicitation Release:	March 31, 2023
Question Submittal Deadline:	April 6, 2023; 2:00P.M.
Answers to Questions:	April 13, 2023; 2:00 P.M.
Proposal Due Date and Time:	May 1, 2023; 2:00pm P.M.
Evaluations	May 1, 2023 to May 30, 2023; 2:00 P.M.
Selection of Priority-Listed Offerers (if necessary)	May 3, 2023
Estimated Date for Discussions with Priority-Listed Offerors, if necessary	May 9-12, 2023
Estimated Due Date for BAFO, if necessary	May 19, 2023
Anticipated Award Date:	June 9, 2023
Anticipated Notice to Proceed	August 1, 2023

1.4 Contract Type

Pursuant to HAR 3-122-136 the Contractor will be entering into a Firm-Fixed-Price contract.

1.5 Period of Performance

This contract shall be for a period of one (1) year beginning on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional one (1) year periods, or parts thereof.

1.6 Point of Contact

The Hawaii Department of Transportation is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-ES1987-23. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) **during** this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The POC designated by the State of Hawaii, Department of Transportation is:

Amy Saito
IT Officer
Hawaii Department of Transportation, Airports Division
400 Rogers Boulevard, Suite 700, Honolulu, HI 96819
amy.saito@hawaii.gov
Phone: (808) 838-8678

1.7 Definitions

The following definitions and definitions of acronyms apply to this solicitation.

BAFO means Best and Final Offer.

Cloud service means any service made available to users on demand via the internet from a cloud - computing provider's servers as opposed to being provided from a company's own on-premises servers.

Contract means the agreement between the State and the Contractor as a result of this RFP.

Contract Administrator means the person designated to manage the various facets of the contract(s) to ensure the Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.

Contractor means the person having a contract with a governmental body.

COTS means Commercial Off The Shelf software product.

CPO means the State's Chief Procurement Officer.

DAGS means the State Department of Accounting and General Services.

DBMS means Database Management System.

DISTRICT means each of the four State Airport District Offices: Oahu, Maui, Kauai, Hawaii Districts.

Director means the Director of Transportation.

DOTA means the Hawaii State Department of Transportation, Airports Division.

ETS means the State's Office of Enterprise Technology Services. This office provides governance for executive branch IT projects.

Fixed-price basis means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.

GANTT means a project management view showing the various project activities (tasks and events) displayed against time, including the state and end date of the whole project.

GET means State General Excise Tax.

Goods mean all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

Governmental body means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).

GPC means State Government Private Cloud.

HAR means Hawaii Administrative Rules which are the adopted operating procedures for State agencies authorized by the laws of the State of Hawaii.

HCE means Hawaii Compliance Express which is the State's electronic system that provides vendors, contractors and service providers doing business with state or county agencies a service to document that they are compliant with applicable State laws.

HDOT means Hawaii Department of Transportation.

HlePRO means Hawaii eProcurement System is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

HOPA means the Head of Procurement Agency, the Director of the HDOT.

HRS means Hawaii Revised Statutes which are the laws that govern the State.

HST means Hawaii Standard Time.

IT means Information Technology.

ITO means DOTA Information Technology Office.

ITS means Information Technology Specialist.

Key Performance Indicator (KPI) means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.

Offeror means the company or firm that submits a proposal in response to this Request for Proposal.

PRC means Proposal Review Committee.

Proposer has the same meaning as Offeror.

RFP means Request for Proposals which is the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Services means the furnishing of labor, time, or effort by a contractor or Contractor, which involves the delivery or supply of products.

Subcontractor means a Contractor contracted for work by the Prime Contractor.

State means the State of Hawaii.

SYSTEM means the new DOTA Interactive Terminal Map application, including graphics and server setup.

TCP-IP means Transmission Control Protocol/Internet Protocol.

URL means Uniform Resource Locator, sometimes called a web address.

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Section 2: Solicitation Information

2.1 Governing Laws and Regulations

This procurement is conducted by the Hawaii Department of Transportation, Airports Division, in accordance with the procedures set forth in HRS 103D-303 and HAR Title 3, Subtitle 11, Chapter 122, Subchapter 6. The relevant provisions of the Chapter 103D, HRS, and their associated HAR, are incorporated by reference and made a part of this RFP.

This procurement shall be governed by the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

2.2 Electronic Procurement

2.2.1 The State has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

2.2.2 The State will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.3 Schedule and Significant Dates. The State shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

2.2.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

2.2.4 HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to

review their submitted proposal, including attachments, prior to the proposal deadline.

2.3 RFP Addenda

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the HDOT.

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain RFP addenda or other information relating to the RFP.

2.4 Questions Regarding RFP Contents

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions to the State POC requesting clarification on or before the deadline for doing so in Section 1.3 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.3 Schedule and Significant Dates. This will allow the issuance of any necessary corrections and/or changes to the RFP by addendum.

2.5 Electronic Submission of Questions

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Section 1.3 Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Section 1.3 Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

2.6 Proposal Due Date

Proposals must be received by the posted closing date and time as described in Section 1.3 Schedule and Significant Dates of this RFP.

2.7 Cancellation of Procurement and Proposal Rejection

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part, and waive any defects when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 thru HAR §3-122-97.

In addition, this RFP is subject to availability of funds. Offerors shall agree that DOTA shall in no way be liable in the event funds are unavailable for the RFP project. Offerors further agree that the DOTA will not be responsible for any costs, expenses or losses incurred by the Offerors due, in whole or in part, to funds being unavailable for the RFP project.

2.8 Firm Offers

Responses to this RFP, including proposed costs and/or fees will be considered firm for (120) days after the proposal due date.

2.9 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.10 Ownership or Disposition of Proposals and other Materials Submitted

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The State shall not reimburse such costs. All proposals become the property of the State of Hawaii.

2.11 Additional Information

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within three (3) business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

Section 3: Requirements and Scope of Work

3.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate the ability to satisfy these requirements in the proposal submitted for consideration. Contractors shall be considered non-responsive if unable to cover the minimum requirements which they may not be considered for award.

3.2 Minimum Requirements and Scope of Work

The Contractor shall comply with and provide services as described herein in this RFP, including this Section 3.2:

3.2.1 Project Working Conditions

The development work may be performed offsite. If onsite work is performed, it will be performed at 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii. Any onsite work will be performed during the normal State business hours from 7:45am to 4:30pm, excluding weekends and State holidays. See Attachment B for State holidays.

3.2.1.1 Workstations

The Contractor shall provide and be responsible for their workstation(s), including all software licenses required to develop and deliver the graphics and application. The State will not be responsible for the Contractor's workstation(s) in the event of workstation failure.

3.2.1.2 Office Incidentals

- The Contractor shall provide their own office supplies, paper, and duplication services;
- It is the Contractor's responsibility to pay for their personnel's parking fee offered to the public by the Daniel K. Inouye International Airport parking vendor; and
- If needed, it is the Contractor's responsibility to obtain security clearance badge(s) for all personnel who will be performing any work without an escort in the secured areas of the airport called the Airport Operations Area.

3.2.2 Remote Access

The Contractor shall comply with the State's IT policy for remote access to the web servers.

3.2.3 Organization of Project Team

There will be one DOTA Project Manager and one DOTA Information Technology Specialist assigned to the Project. The DOTA may have one (1) graphics support personnel available to review and accept the graphic files deliverable.

The DOTA may form an Oversight Committee, if needed. The DOTA Project Manager is the primary liaison between this RFP project and the Oversight Committee.

3.2.4 Consultant Services and Qualifications

The Contractor firm and resources shall meet the following minimum qualifications and assume the following responsibilities in the Project.

3.2.4.1 Contractor Firm Experience

The Contractor shall be an established Information Technology company operating for at least three (3) years within the past five (5) years. The desired Contractor knowledge and experience within the past five (5) years are listed below:

- At least three (3) years of professional experience creating web graphics; and
- At least three (3) years of professional experience developing web applications relating to the deliverables listed.

3.2.4.2 Provide Project Manager

The Contractor shall provide one (1) Project Manager during the entire Project. The Project Manager is responsible to ensure all deliverables are completed to the satisfaction of the State. The Project Manager shall not be removed from this position without prior approval from the DOTA. The Contractor shall not substitute or assign another Project Manager until a resume for such person is presented to the DOTA Project Manager. The DOTA Project Manager will review the request to ensure that the proposed resource meets the minimum qualifications as stated in this RFP and will determine final acceptance of the replacement, see Attachment A, PROJECT PERSONNEL QUALIFICATION SHEET (page OF-4).

3.2.4.2.1 The minimum qualifications of the Contractor Project Manager are as listed below:

- At least three (3) years of professional experience performing as a Project Manager for projects similar in complexity to this SYSTEM project;
- At least three (3) years of professional experience in managing projects using Microsoft Project software within the past five (5) years;
- At least three (3) years of professional experience managing projects involving application interfaces;

- At least three (3) years of experience in supporting application interfaces to share data between different systems;
- Professional experience designing and developing websites using the software tools used to develop the SYSTEM.

3.2.4.2.2 The responsibilities of the Contractor Project Manager are as listed below:

- Create, deliver, and manage a project plan to support the successful delivery of the project goals and objectives;
- Coordinate working sessions with the project team and provide status updates;
- Take primary responsibility for delivering a fully functional and acceptable SYSTEM, preferably before the DOTA's current interactive terminal maps application is de-supported;
- Anticipate, propose, procure, and install any specialized software and hardware needed for an acceptable solution, as deemed necessary by the Contractor;
- Take primary responsibility for the performance of the SYSTEM;
- Work closely with the DOTA Project Manager to manage the progress of the Project;
- Perform as a mentor to the DOTA Project team to ensure successful completion of the Project scope;
- Provides overall direction to the Project team and work to resolve issues during the various phases of the Project by managing a project and SYSTEM issues logs;
- Plan, coordinate, and ensure delivery, setup, and installation of the SYSTEM to the State's GPC;
- Ensure that all application requirements have been tested and implemented in the SYSTEM;
- Ensure delivery with minimal downtime during the implementation to "go live";
- Ensure that end-user and technical documentation is acceptable to the DOTA project manager;
- Monitor Project status, update Project work plan, conduct and submit weekly meeting minutes with follow-up and administer change control;
- Ensure that the DOTA staff has been properly trained to independently use, operate, and maintain the SYSTEM;
- Ensure all SYSTEM interfaces are working properly;
- Ensure all communication within the project team and with the end-users of the SYSTEM are articulate to set proper expectations throughout the project;
- Ensure all contractor support personnel agree to the State's Information Technology Acceptable Use policy by signing the acknowledgement form before they are allowed to use the DOTA's IT resources.

3.2.4.3 Provide Contractor Support Personnel

Contractor support personnel shall be identified in the work plan. The support personnel will work closely with the DOTA staff involved in the Project. The Contractor shall not substitute or assign additional personnel to the Project until a resume for each such person is presented to the DOTA Project Manager. The DOTA Project Manager will review the request to ensure that the proposed resource meets the minimum qualifications as stated in this RFP and will determine final acceptance of the resource, see Attachment A, CONTRACTOR SUPPORT PERSONNEL QUALIFICATION (pages OF-5 to OF-6).

3.2.4.3.1 The minimum combined qualifications of the contractor support personnel, are as listed below (with experience to be within the last five (5) years):

- At least three (3) years of professional experience in website graphics;
- At least two (2) years of developing, implementing, and support experience of a website of similar SYSTEM complexity;
- At least five (5) years of professional experience producing vector graphics using Adobe Illustrator software with at least one (1) year using Adobe Illustrator to support graphics that were used for informational and directional maps, i.e., for a building complex similar to the airport terminal spaces, etc.;
- At least five (5) years of continuous experience coding in HTML 5;
- At least two (2) years of WordPress experience;
- At least five (5) years of experience with Microsoft Windows server operating system;
- At least two (2) years of experience in web and/or mobile application development;
- At least two (2) years of experience in database management administration;
- At least two (2) years of experience using the proposed software development tools;

3.2.4.3.2 The responsibilities of the contractor support personnel are as listed:

- Perform work in a professional manner as assigned in the Project work plan;
- Work closely with the DOTA project team members and mentor the project team when performing work assignments;
- Deliver work assignments as dictated in the work plan.

3.2.5 Project Work Plan

The Contractor must provide a comprehensive Project work plan covering the scope of work. The final project work plan will be reviewed and approved by the DOTA Project Manager within thirty (30) days from the issuance of the Notice to Proceed. Except for

those changes that may be ordered by the State, any changes to the Project work plan shall be mutually agreed upon in writing between the State and the Contractor.

The Project work plan shall be closely monitored, and the initial work plan will be used as the project baseline and be compared to any project deadline changes. The Project work plan will be updated and submitted weekly to the DOTA Project Manager at weekly status meetings.

The Project work plan shall be created in Microsoft Project software and shall satisfy the following:

- Shall include a critical path including major decision points, with “go/no-go” criteria and fallback or contingency plan that are incorporated into the Project work plan.
- Shall indicate all Contractor and DOTA resource task assignments.
- Shall identify specific deliverables to be used to monitor the Major Milestones of the Project and ensure the minimum SYSTEM deliverables are satisfied.
- Shall include all activities, tasks and phases, including expected outcomes and completion criteria for each task (if applicable), to complete the Major Milestones.
- Shall be displayed in GANTT chart format by month and week.
- Shall allow for all State holidays, reference Attachment B.
- Shall allow for DOTA Project team leave of absence as needed.
- Shall indicate all Contractor resource periods of absence.
- Shall allow for validation of SYSTEM requirements, implementation, acceptance testing, and training with at least three (3) months of post-implementation services (i.e. system monitoring, performance tuning, end-user assistance, etc.).

3.2.6 Kickoff Meeting

The Contractor shall provide a kickoff meeting within seven (7) business days from the Notice to Proceed date. The kickoff meeting shall include, but not be limited to the following: introduction of the contractor project team, introduction of the DOTA project

team; roles and responsibilities; project overview; goals; objectives; expectations; and preliminary project workplan.

3.2.7 Project Issues

The Contractor shall, throughout the contract term, identify and resolve Project issues in a timely manner. All contractor resources shall raise any issues/problems immediately and seek resolution timely, which is an average of three (3) working days.

3.2.8 Status Briefings

The Contractor shall present occasional oral status briefings to the DOTA project team and others as DOTA deems necessary.

3.2.9 Status Meetings and Reporting

The Contractor shall conduct weekly status meetings, which includes the Contractor Project team with the DOTA to discuss the progress and issues of the Project. The Contractor is required to submit weekly meeting minutes, in Microsoft Word format, covering:

- progress of work being performed
- milestones attained/deliverables completed
- problems encountered, and corrective action taken
- updated project work plan
- objectives scheduled for the next reporting period
- problem resolution status

3.2.10 System Performance and Availability

The Contractor shall ensure proper performance of the SYSTEM and that optimal response times for end-users are achieved. The Contractor shall ensure that any online query and report generated by the SYSTEM does not take an excessive amount of time to process. An excessive amount of time is any query that takes more than three (3) seconds to provide a response. The Contractor shall analyze and resolve any performance problems that exceed the acceptable processing time. The DOTA recognizes that network infrastructure may also impact the response time of the SYSTEM and therefore will work with the Contractor to resolve any networking issues.

The SYSTEM is deemed important to support the traveling public and should be available 24 hours per day, 7 days per week.

3.2.11 Backup and Recovery Plan

The Contractor shall propose and provide a SYSTEM backup and recovery plan. The backup and recovery plan shall include, but is not limited to, procedures and/or contingency plans to recover and/or restore the SYSTEM should the SYSTEM be unavailable for a period. Upon DOTA acceptance of the plan, the Contractor shall assist to configure, test, and document the plan to ensure it works.

3.2.12 Deliverable sign-off

The Contractor shall provide DOTA with the opportunity to evaluate and accept or reject each deliverable. Formal DOTA acceptance will be required to complete each activity.

3.2.13 SYSTEM Requirements

At minimum, the SYSTEM shall support the following functionality requirements:

3.2.13.1 Interactive Terminal Map Domain Name

The current interactive terminal maps are linked from the respective State airport word press website. The SYSTEM shall use the same web domain name, terminalmaps.hawaii.gov.

3.2.13.2 Website Development and Acceptance Testing

The SYSTEM development shall preferably be performed on the State's web server. Should the Contractor perform development on their web server, the Contractor shall grant the State access to perform testing before moving to the State's web server.

The SYSTEM development and delivery shall be broken down into milestones, whereby each milestone needs to be completed by the Contractor and accepted by the DOTA IT before the Contractor is able to proceed to the next milestone. If the Contractor is unable to deliver an acceptable milestone within the project timeline, the State will deem that milestone and subsequent milestone deliverables as unacceptable and will cancel the remaining contract.

The following is a list of the milestones, including but not limited to, activities performed within each milestone:

3.2.13.2.a Work Plan – a project work plan to demonstrate the reasonable time period for each milestone;

3.2.13.2.b Pre-Development Standards – Adobe Illustrator and other electronic file naming, standards, directory structure, layering standards, and other standards

acceptable to all airports to ensure ease of future maintenance; terminal map design layout, labeling, and functionality, i.e., look and feel, dimensions, color scheme, non-standard icon selection, etc.;

3.2.13.2.c Development and Acceptance of static maps – this includes review points to ensure adherence to the established standards; validation of map layout and labeling from State and CAD files, if necessary any conversion from AutoCAD space layer to Adobe Illustrator, icon placement, etc.;

3.2.13.2.d Development and Acceptance of the SYSTEM – acceptance testing will be conducted first with State DOTA IT and if needed by the State ETS IT resource;

3.2.13.2.e Migration of terminal maps and final acceptance - if development is performed at Contractor’s server and then migrated to the State GPC server before final acceptance.

3.2.13.3 SYSTEM Specifications

The DOTA seeks a SYSTEM similar to the terminal map layout displayed on the San Francisco Airport website, <https://www.flysfo.com/maps>, where both interactive and static maps are offered.

The SYSTEM shall include, but not be limited to, the following components and features:

3.2.13.3.a An overview map for each State airport, separate maps per terminal/buildings per airport, and a separate map per each level per terminal/building for each airport; see table reference below.

AIRPORT	OVERVIEW MAP	# OF TERMINAL/BLDG MAPS	# OF FLOORS
Hana Airport	1	1	1
Hilo Int'l	1	1	2
Daniel K Inouye Int'l	1	6	2
Kahului	1	1	2
Kalaupapa	1	1	1
Kapalua	1	1	1
Ellison Onizuka Int'l	1	1	1
Lanai	1	1	1
Lihue	1	1	1
Molokai	1	1	1

An overview map is a map that shows the outline of the airport including the parking and driving patterns, similar to what exists on the current DOTA interactive terminal maps application. Most airports have one terminal/building, however, Daniel K Inouye

International Airport terminal is broken into levels and then 5 areas, e.g., Terminals 1-3 and three concourses, reference <http://terminalmaps.hawaii.gov:8080/hmaps/hnl>;

3.2.13.3.b Coverage of the current terminal map attributes, that includes, and not limited to, public parking lots, onsite rental car facility, and perimeter driving routes, etc.;

3.2.13.3.c Be accessible and compatible across operating systems, browsers, and mobile devices;

3.2.13.3.d Support of a responsive web design; a responsive web design provides an optimal viewing experience from different types of devices (e.g., desktops, smart phones, tablets, etc.);

3.2.13.3.e With the responsive design criteria, a menu to be shown from a desktop and to be able to be hidden on a mobile device;

3.2.13.3.f A menu to be used to show the hierarchy of categories and detailed items under each category;

3.2.13.3.g The ability for the end-user to be able to turn the display of the categories and detailed items on/off via the menu (categories include, but not limited to, Ticketing, Baggage Claim, Gates, Lounges, Dining, Shopping, Restrooms, Elevators, Escalators, Pre/Post Security, and Ground Transportation and the items listed in the legend of the current Daniel K Inouye International Airport terminal map, ground level);

3.2.13.3.h Support for mouse over or clicking on a point of interest, where it should show a popup with detailed information;

3.2.13.3.i When applicable, a floor/level selector;

3.2.13.3.j The ability to pan and zoom;

3.2.13.3.k The use of international airport icon standards;

3.2.13.3.l A two or three dimensional map to show the differentiation of floors;

3.2.13.3.m Shall be hosted in the State's GPC webserver;

3.2.13.3.n Relevant graphic files which shall be delivered in the latest release of Adobe Creative Cloud Illustrator software file format;

3.2.13.3.o Developed using HTML version 5 or other agreed upon software;

3.2.13.3.p Standard naming convention for the Adobe Illustrator files and directory folders;

3.2.13.3.q Shall comply with the State's Accessibility Policy, reference American with Disabilities (ADA)/Section 508. <https://portal.ehawaii.gov/page/accessibility/>;

3.2.13.3.r The ability for an end-user to update the map contents using a graphical interface, without knowing how to program the update;

3.2.13.3.s The ability to support digital wayfinding. Digital wayfinding is defined as an electronic method to communication a route from a point of origin to a terminal map destination. This feature shall also be supported on a mobile device. On the mobile device, it's preferred that the SYSTEM be able to identify where the person is located to determine where they need to navigate to. The wayfinding feature shall include a warning when the person's destination passes through a security checkpoint.

3.2.13.4 SYSTEM Acceptance Testing

The test criteria will be jointly established by the DOTA and Contractor and approved by the DOTA Project Manager. The DOTA Project Manager will provide the final approval for each deliverable. During the acceptance testing phase, the Contractor shall resolve any SYSTEM problems within three (3) working days so acceptance testing can resume. DOTA shall re-test and report any further problems within three (3) working days after the Contractor notifies the DOTA that required changes were completed.

Acceptance testing will reiterate and continue until the DOTA is fully satisfied with the SYSTEM performance.

3.2.13.5 Go "Live"

Upon completion of the successful acceptance testing phase, the Contractor and DOTA will determine when the SYSTEM will start in production or "Go Live". The Contractor shall oversee and ensure that the SYSTEM is operational.

3.2.13.6 SYSTEM Support

Upon successful delivery, acceptance, and implementation of the SYSTEM, the Contractor shall provide post implementation maintenance support for at least three (3) months thereafter, under this contract. The maintenance support shall be used to assist the DOTA IT staff with any graphical, application, or SYSTEM environment changes needed to support the SYSTEM accuracy and performance.

The SYSTEM support shall include, but not be limited to:

- Database tuning
- Diagnosis and correction of reported performance degradations and anomalies
- Bug fixes/Error Correction – The Contractor must correct all errors reported by the State in the SYSTEM that can be reproduced. If error cannot be reproduced, Contractor shall provide alternatives to assist the State in determining problem resolution. For those fixes designated as not HIPER (High Impact and

PERvasive), the State reserves the right to implement only those it deems necessary or beneficial, on a schedule complying with the State's requirements for maximizing the functionality of the SYSTEM.

- Updating graphic files, i.e., Adobe Illustrator files
- Providing a hotline service (a phone number) that is a toll free or local telephone number to receive trouble calls and providing a current status of calls referred for service. The phone line shall be open and be able to handle support calls Monday-Friday from 7:00am-6:00pm Hawaii Standard Time (HST).

3.2.13.7 Training

The Contractor shall provide instructor led training for system administration and end-user operations. Technical and end-user training shall be provided to DOTA staff who are directly involved in using and supporting the SYSTEM. The DOTA will be responsible to train new system administrators and end-users, therefore, the training material shall be delivered in Microsoft Word format.

3.2.13.7.1 Technical Training

Technical training shall be provided to a minimum of four (4) DOTA staff in a lecture and hands-on format, as appropriate. The training shall include, but is not limited to the following topics:

- SYSTEM overview, including any interface(s), file naming conventions, file storage, etc.
- SYSTEM administration
- Database administration and fine tuning
- Backup/recovery procedures
- Concise troubleshooting techniques with live examples

3.2.13.7.2 End User Training

End user training shall be conducted as hands-on training format. The training shall include, but is not limited to the following topics:

- How to update and republish the map should any building/room/structure change
- How to update the labels on the map (i.e., when a concession name changes, etc.)
- How to add/remove/change map categories

- How to update wayfinding directions to support location changes

3.2.13.8 Documentation

The Contractor shall deliver SYSTEM documentation. The SYSTEM documentation shall include, but is not limited to, the following:

3.2.13.8.a Adobe Illustrator files and any layering, icons, and configuration standards;

3.2.13.8.b Overview of the HTMS version 5 coding standards, setup and source code with comments;

3.2.13.8.c The file and directory naming convention with directory hierarchy;

3.2.13.8.d Delivered in Microsoft Word format;

3.2.13.8.e A log for tracking updates post-final acceptance;

3.2.13.8.f Backup and recovery procedures;

3.2.13.8.g SYSTEM overview “as-built” documentation;

3.2.13.8.h Source code for all custom scripts, with comments.

3.2.13.9 Ownership

The DOTA will be the sole owner of all deliverables, including graphics files and programming source codes developed or generated by or for the DOTA, provided that such codes contain no source or object codes altered by a packaged software used to create the graphics and web files/pages. Further, the DOTA will be the sole owner or custodian of any data transmitted, received, or manipulated by the graphics and SYSTEM.

3.3 Contractor Responsibility for Subcontractors

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

3.4 Removal of Subcontractors

In addition to any rights the STATE has under Law, the STATE shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the STATE shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

3.5 Right to Retain Subcontractors

The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

3.6 Additional Contractor Requirements

Each Contractor shall:

Adhere to its Contract with the State;

Provide all labor, materials, and equipment necessary to meet the RFP Requirements;

Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;

Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State;

Fully cooperate and maintain effective communication with the State and cooperate in the resolution of problems, suspected problems, or potential problems;

3.7 Payment

Pursuant to HRS §103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of projects to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after the award of the contract, which requires payment within a shorter period or interest payment not in conformance with the statute.

3.8 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii

HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii. NIC Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

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Section 4: Instructions to Offerors – Proposal Submission

4.1 Proposal Objectives

One of the objectives of this RFP is to make proposal preparation easy and efficient while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared straightforwardly and concisely, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

4.2 Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Statement of work elements.

4.3 Proposal Submission Instructions

Proposals must be received by the Proposal Due Date and Time, listed in Section 1.3 Schedule and Significant Dates, through the Hawaii Electronic Procurement System (HlePRO). Proposals received after the deadline and/or through any sources other than HlePRO will be rejected.

4.4 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HlePRO by the date and time listed in Section 1.3 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO, including faxed or e-mailed offers, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. (See Section

2.2 Electronic Procurement for further information.) **The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work.

4.5 Required Format and Content

All Proposals must be submitted in the following order and format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in size 12 Arial font or equivalent.

1. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
2. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
3. **Transmittal Letter.** The transmittal letter must be included as part of the Offeror's Proposal. The transmittal letter must be on the Offeror's official business letterhead and must be signed by an individual or individuals authorized to legally bind the Offeror and be affixed with the corporate seal, if any.

The transmittal letter shall include the following:

- a. **Terms and Conditions** – A statement that the Offeror understands and will comply with all terms and conditions in the RFP.
- b. **Legal Entity** – A statement that the Offeror is a corporation or other legal entity (which must be clearly specified, i.e., corporation, partnership, joint venture, limited liability partnership or company, trust, or other entity), and stating the jurisdiction where the Offeror is organized and that the Offeror is in good standing in that jurisdiction and also in the State of Hawaii (if that jurisdiction is not the State of Hawaii).
- c. **Federal Tax ID Number** – A statement setting forth the Offeror's federal tax identification number.
- d. **Prime Contractor** – A statement that the Offeror maintains an active and current certificate and is registered to do business in the State. A true and accurate copy of its certificate of registration must be provided. The Offeror shall also provide a statement that it will not subcontract or assign any work described in its proposal other than the work identified in **Section 3.2.13.3 SYSTEM Specifications**. A Hawaii General Excise Tax (GET) ID must also be provided, or a representation that a Hawaii GET ID will be obtained prior to commencement of the Project work.

- e. Non-discrimination – An affirmative action statement that the Offeror does not discriminate in its employment and practices with regard to race, color, religion, age (except as provided by law), sex, marital status, familial status, ancestry, political affiliation, national origin, handicap or disability.
- f. Identify of Sub-Contractors – If subcontractor(s) will be used, a statement appended to the transmittal letter from each subcontractor, signed by the individual authorized to legally bind the subcontractor and stating:
 - i. The general scope of work to be performed by the subcontractor,
 - ii. The subcontractor’s willingness to perform for the indicated.
- g. DOTA Approval of Contractor’s Recommendation – A statement that the Offeror agrees that the DOTA reserves the right to reject any of the Contractor’s and sub-contractor’s recommendations without penalty when such recommendations conflict with the policy or fiscal interest of the DOTA, as determined by the DOTA.
- h. Certification – A certification that:
 - i. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
 - ii. Unless otherwise required by law, the cost information that was submitted has not been disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the submission of the Offeror’s proposal and such cost information will not be disclosed prior to the Proposal Due Date or the award of the Project contract.
 - iii. No attempt was made or will be made to induce any other person or firm to submit or not to submit a price or proposal for the purpose of restricting competition.
 - iv. 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.
- i. Contact Person – A statement identifying the name and telephone number of a person who may be contacted during the evaluation process to discuss the proposal.

4. Offer Form (Attachment A, page OF-1). Offeror shall complete and sign Attachment A, Page OF-1 Offer Form. See Section 8.5 Proposal Preparation.

5. **Executive Summary.** The executive summary, not to exceed one (1) page is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical

Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points, but rather is a high-level explanation of the entire proposal.

6. **Approach (Work Plan)**

The Approach section shall provide detailed descriptions of how the Contractor will fulfill the requirements in **Section 3.2 Minimum Requirements and Scope of Work**. The Approach section shall provide detailed description of the entire Project with the objective of demonstrating to the DOTA that the Offeror understands the tasks involved to produce each of the required deliverables. It is important that this section not only demonstrate the Offeror's understanding of the requirements of the RFP, but also an understanding of the DOTA's current operation, operational environment, application functionality requirements and DOTA's need and rationale for seeking to upgrade its current interactive terminal map application and migrate to the SYSTEM.

The Approach section shall contain a narrative giving detailed descriptions of how the Contractor shall fulfill the requirements of **3.2.13 SYSTEM Requirements**, including, but not limited to the following:

- Description of the proposed methods to be used in managing the Project, controlling Project activities, ensuring quality, timely completion of activities, security and confidentiality, and the fulfillment of all of the Contractor's Project responsibilities.
- Description of the Major Project Milestones, activities, and tasks.
- Description and validation that the SYSTEM deliverables, reference 3.2.13 SYSTEM Requirements, will be delivered and include how the review and acceptance process will be conducted.
- Assumptions or constraints on which the Project work plan, reference 3.2.5 Project Work Plan, is predicated.
- Description of the project review benchmarks and "go/no go" decision points.
- Description of the process to raise issues and the resolution process.
- Description of the Project work plan change management process.
- Description of proposed contingency plans.
- Description of cutover approach.
- Description of the closing of the Project transition steps to ensure a handoff to DOTA with minimal disruption.
- Organization chart of the Contractor's proposed Project team.

7. **SYSTEM Proposal**

The Offeror shall explain what software will be used to develop the SYSTEM and how the development, testing, and moving into production will be delivered.

8. **Offeror Background and Personnel Experience**

Offeror shall provide details on the background of the Offeror, its size and resources, and details of the Offeror's experience relevant to the Project, including its qualifications and capability to complete the Project on time and within budget. In addition, Offeror shall include a list of recent clients and total amount of past similar contracts, projects and transactions.

Offeror shall address (at minimum) each of the following items:

8.1 Offeror Background

Offeror shall provide background information on the Offeror and each sub-contractor (if any) and its size and the resources that shall be provided for and allocated to this Project. The Offeror shall submit a completed OFFEROR (SUB-CONTRACTOR) BACKGROUND AND REFERENCES WORKSHEET, (see ATTACHMENT A, page OF-2). The same information is required for each Sub-Contractor.

8.2 Judgements or pending lawsuits

The Offeror shall provide a summary listing of judgments or pending lawsuits or actions against Offeror, 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. If none of the preceding applies, then Offeror shall so state.

8.3 Offeror References

Each Offeror shall provide at least three (3) references, including the name, address, and telephone number of the company or agency, and a person to be the contact reference. At least two (2) references must be within the preceding three (3) years and with similar deliverables as detailed in **Section 3.2 Minimum Requirements and Scope of Work**. Each Offeror shall complete the OFFEROR (SUB-CONTRACTOR) BACKGROUND and REFERENCES WORKSHEET, (see ATTACHMENT A, page OF-2). The same information is required for each Sub-Contractor.

In addition to the references submitted, Offeror, by submitting a proposal for this Project, expressly authorizes the DOTA to obtain information on past performance of any previous or existing contract, DOTA may contact the references to obtain information the DOTA deems necessary to evaluate the Offeror's past performance and the Offeror's capability to properly complete the Project deliverables including the following:

- Responsiveness to reference
- Timeliness of meeting schedules
- Adherence to contract requirements
- Quality of work performed and delivered
- Availability and accessibility
- Documentation deliverables
- Training offered
- Validation of experience of resources and their skills

8.4 Personnel Experience

The Offeror shall identify the Offeror's Project Manager, and other support personnel (e.g., developers, trainers, others), including sub-contractor's support personnel who will be assigned to the Project. The Offeror shall explain how their experience qualifies the Offeror to perform and complete all the Project work described in the **Section 3.2 Minimum Requirements and Scope of Work** and successfully accomplish the Project objectives.

Substitutions of identified support personnel after the submission of the proposal shall be subject to the State's prior written approval.

8.5 Role

The Offeror shall complete the PROJECT PERSONNEL WORKSHEET, (see ATTACHMENT A, page OF-3) and submit it with the Proposal. The Offeror shall list and explain the role of each support personnel and include what company the resource is employed with. Offeror shall submit a PROJECT PERSONNEL WORKSHEET for each sub-contractor.

8.6 Qualifications of Assigned Personnel

The Offeror shall complete the PROJECT PERSONNEL QUALIFICATION SHEET (see ATTACHMENT A, pages OF-4 through OF-6) and submit it with the proposal. A resume for each Resource shall also be attached to the proposal.

For each Resource identified on the qualification sheet, the Offeror shall indicate the years of experience and a narrative to support how their specialty experience will contribute to successfully accomplishing the goals and objectives of the Project or indicate clearly on their resume which experience they possess meets the qualification criteria(s). Offeror shall submit a PROJECT PERSONNEL QUALIFICATION SHEET for each sub-contractor.

9. Price Information

The Offeror shall complete and submit Attachment A, CONSULTANT SERVICES PRICE PROPOSAL WORKSHEET (page OF-7). Pricing shall include all labor, training, travel, materials, supplies, all applicable taxes, and any other cost incurred to provide the specified services.

10. Offeror Personnel Resumes

Each Offeror shall provide a resume for every person dedicated to or performing work on the Project, directly or indirectly, including resumes for all personnel of any subcontractors performing work on or for the Project. The resumes will be used as references for the PROJECT PERSONNEL QUALIFICATION SHEET (see ATTACHMENT A, pages OF-4 through OF-6).

11. **Confidential, Protected, or Proprietary Information.** All confidential, protected, or proprietary information must be included in this section of the proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

4.6 Each Offeror to Bear its Own Costs

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP Process.

Section 5: Evaluation and Award

5.1 Evaluation of Proposals

A proposal review committee (PRC) of at least three (3) qualified State employees selected by the HDOT Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Section 6.0 Evaluation Criteria and the process described in this section.

5.2 Right to Waive Minor Irregularities

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement.

5.3 Initial Review and Award without Discussions

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

5.4 Discussion with Priority Listed Offerors

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible 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 Section 1.3 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.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

5.5 Best and Final Offers

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the State through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 6.0 Evaluation Criteria.

5.6 Award of Contract

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous to the State of Hawaii, taking into consideration price and the other evaluation factors set forth in this request for proposals.

5.7 Responsibility of Offeror

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions 8.4 Responsibility of Offerors.

5.8 Evaluation Format

The following format shall be used in evaluating the Offerors:

Table 1 - Evaluation Format

Evaluation Category	Points Breakdown	Basis for Points	Points Possible
Evaluation Criteria 1: SYSTEM Proposal	0	Does not meet minimum requirements and scope of work in Section 3.2; SYSTEM proposal incomplete	
	1-3	Meets minimum requirements and scope of work in Section 3.2; SYSTEM proposal adequate	
	4-6	Exceeds minimum requirements and scope of work in Section 3.2 in more than one area/ SYSTEM proposal exceeds in completeness and provides additional functionality, reliability, availability, and operational efficiencies and easy end-user navigation.	
	Subtotal		6
Evaluation Criteria 2: Offeror Background & Personnel Experience	0	Does not meet minimum requirements in Section 3.2.4	
	1-3	Meets all minimum requirements in Section 3.2.4, with experience within the range of years	
	4-6	Meets and exceeds minimum requirements in Sections 3.2.4	
	Subtotal		6
Evaluation Criteria 3: Approach (Work Plan)	0	The approach response, reference Section 4.5, item 6, lacks the understanding of the goal of the project and deliverable requirements	
	1-3	The approach response, reference 4.5, item 6, meets the minimum requirements to deliver and support the SYSTEM	
	4-5	The approach response, reference 4.5, item 6, meets and exceeds the minimum requirements to deliver and support the SYSTEM	
	Subtotal		5
Evaluation Criteria 4: Price	0-3	Points assigned based on price calculation in Section 6.	3
Total Possible Points			20

5.9 Scoring Process

The PRC shall score proposals by reviewing the narrative for each of the evaluation criteria above.

The overall score for each Offeror will be the total of the average of the PRC's rating for each evaluation criteria shown in Table 1.

For example, there are three (3) PRC members, see below for an example of how the total of the average scores will become the Offeror's rating.

Category	PRC 1	PRC 2	PRC 3	Total Per Category	AVERAGE
Criteria 1	3	4	5	12	$12 \div 3 = 4$
Criteria 2	3	4	5	12	$12 \div 3 = 4$
Criteria 3	3	4	5	12	$12 \div 3 = 4$
Criteria 4	3	3	3	9	$9 \div 3 = 3$
				Offeror's Rating	15

5.10 Notice of Award

After a final selection is made, the State will issue a notice of award on its electronic procurement system (HlePRO). Upon award, proposal files are public records are available for review by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at <http://oip.hawaii.gov>.

5.11 Debriefing

Any request for debriefing shall be submitted in writing to the Director of Transportation in accordance with HRS §103D-303 and HAR §3-122-60.

Any protest of this solicitation shall be submitted in writing to the Director of Transportation in accordance with HRS §103D-701 and HAR §3-126.

Section 6: Evaluation Criteria

Evaluation Criteria 1: SYSTEM Proposal

Evaluation criteria for this section will assess the Offeror's proposal to successfully develop and implement the SYSTEM as well as the potential terminal map graphical changes proposed and ease of on-going maintenance and map updates, including any database support. The PRC may consider the following during evaluation:

1. Does the proposal include the need to purchase any additional hardware and/or software to develop and maintain the SYSTEM?
2. Does the proposal allow for growth of and/or potential interfaces from external applications to the SYSTEM?
3. Does the proposal include a backup and recovery strategy and identify what it will take to accomplish implementation?
4. Does the proposed SYSTEM allow for ease of building space size changes should spaces become split for different vendor use?
5. How are any SYSTEM generated reports created to predict and/or manage potential SYSTEM problems.
6. How are changes performed when a concession name changes on a space?
7. Is the proposed SYSTEM a COTS solution? If so, how much customization is required?
8. Is the proposed SYSTEM a custom-built application? If so, are the programming tools currently used by DOTA?
9. How many software products are used to support the SYSTEM?
10. Is the proposed SYSTEM software from the same vendor or from multiple software vendors or 3rd party software vendors?
11. How many simultaneous interactive sessions can the proposed SYSTEM support?
12. How easy is it to use the SYSTEM, for non-computer literate end-users?
13. How many additional functionalities, features, deliverables proposed in the contract?

14. What is the effective window of support hours proposed in order to support Hawaii time zone?
15. Can the new SYSTEM be installed in the State's GPC?
16. What additional functionality is the Offeror proposing to deliver?
17. Does the Offeror support the desired SYSTEM features and/or functionality?
18. How easy is it to make map updates and base map modifications?

Evaluation Criteria 2: Offeror Background and Personnel Experience

The State will evaluate the experience, past performance, resources, and qualifications of the Offeror and all sub-contractors (if any). References will be verified, and findings incorporated into the evaluation. The PRC may consider the following during evaluation.

Offeror Background

Background information provided by the Offeror on its size and resources will be evaluated by the State, including whether the Offeror has provided general background information. The PRC may consider the following during evaluation:

1. How large of a support staff does the Offeror have?
2. How long has the Offeror been in business?
3. Does the Offeror have any experience in time and attendance design and implementation of automated systems?
4. Does the Offeror have any experience in implementing time and attendance systems for workers that 'earn and burn' their earned leave credits?

Offeror References

As part of the evaluation of the Offeror's experience, the PRC may contact and ask the Offeror's references the following questions:

1. Was the Offeror responsive to their delivery requirements?
2. A description and duration of the project that the Offeror was contracted for.
3. Were there any conflicts in project deliverables during the project delivery?
4. Did the Offeror propose new solutions once the project started and if so, what were the reasons?

5. Why would you contract the Offeror again?
6. How often did the Offeror substitute project resources?

Personnel Experience

The PRC will assess the Offeror's overall staffing approach to the Project, qualification of each proposed personnel and their resumes. The PRC may consider the following during evaluation:

1. Approach and rationale for the structure, roles, and staffing of the proposed organization to ensure completion of the overall Project and all Project tasks.
2. Support Personnel qualifications/resumes. Do the resources meet and/or exceed the minimum qualifications.
3. How much of the work is performed by the Offeror versus its sub-contractors?

Evaluation Criteria 3: Approach (Work Plan)

Evaluation criteria for this section will assess the Offeror's approach to the Project. This area of evaluation includes an assessment of the proposed detailed Project work plan, including an appraisal of the logic of the work plan. The PRC may consider the following during evaluation:

1. Responses to Section 4.5. item 6., Approach (Work Plan)
2. Adequacy of approach to deliver the requirements specified in Section 3.2.13, SYSTEM Proposal
3. Does the proposed Project work plan depict that the Offeror understands the DOTA's current interactive terminal maps application?
4. Presentation of GANTT chart for project management
5. Clarity of work assignments and organizational roles, responsibilities, and authorities
6. Does the proposed Project work plan encompass all requirements and allow for sufficient analysis and development and implementation?
7. Does the proposed Project work plan identify the appropriate staffing levels to complete the task by the deadlines imposed?
8. Does the proposed Project work plan identify critical tasks that must be completed?
9. Does the proposed Project work plan allow for "go/no go" decision points?

10. How does the proposed Project work plan account for any phases of the project?
11. Does the proposed Project work plan identify any risks and alternatives?
12. Does the proposed Project work plan identify assumptions and constraints?
13. Does the proposed Project work plan allow for neighbor island District office implementation and training strategy?

Evaluation Criteria 4: PRICE

The PRC will evaluate the Offeror's proposed total price for the entire Project for the first twelve (12) months as indicated in Attachment A, CONSULTANT SERVICES PRICE PROPOSAL WORKSHEET (page OF-7). This price shall include all associated costs including, but not limited to, taxes, personnel, rental fees, software costs, infrastructure, and commission fees. The total proposal cost shall be awarded points and are numerically rated. For example, all qualifying proposals will be ranked by giving the lowest priced proposal the maximum number of points and the other proposals will be awarded points in accordance with their relationship to the lowest price as determined in accordance with the following formula (points are rounded to the highest tenths of a hundred):

$$\frac{\text{Lowest Price Proposal} \times \text{Maximum Points for Price}}{\text{Price of Proposal Being Rated}} = \text{Points}$$

Example: The following table reflects the Offeror's total cost proposal and the number of points assigned (with a maximum of 3 points).

Offeror	PRICE	POINTS ASSIGNED
A	\$50.00 x 3 divided by 100.00	1.5
B	\$50.00 x 3 divided by 50.00	3
C	\$50.00 x 3 divided by 75.00	2

Section 7: Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion, and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract, and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

7.1 Post-Award Communications: Contract Administrator

The Contract Administrator identified below is the single point of contact (POC) **post-award**. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawaii, Department of Transportation, Airports Division is:

Amy Saito
IT Officer
Department of Transportation, Airports Division
400 Rodgers Boulevard, Suite 700, Honolulu, HI 96819
amy.saito@hawaii.gov
Phone: (808) 838-8678

7.2 Contractor/State Meetings

The contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to; an estimated timeline for transition and implementation, status reports of the transition and implementation, the expectation of deliverables, training sessions, and follow-up meetings.

7.3 Dispute Process and Escalation

Follow 103D General Conditions – Disputes. Disputes shall be resolved in accordance with section HRS §103D-703 and HAR §3-126, as the same may be amended from time to time.

7.4 Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall use key performance indicators that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data/reports and meet

deliverables, with emphasis on the overall success and positive impact on the delivery of the SYSTEM. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

7.4.1 Key Performance Indicators (KPIs)

RFP Reference	Items	Standard Performance Expectation	Due Date
Section 3.2.5 Project Work Plan	Ability to meet milestones delivery dates to complete the project on time and within budget	Based upon the final project work plan approved within thirty (30) days from issuance of Notice to Proceed.	Notice to Proceed date plus thirty (30) days.
Section 3.2.6 Kickoff Meeting	Completed the project kickoff meeting	Proceed with Project Kickoff meeting within seven (7) business days of Notice to Proceed	Notice to Proceed date plus seven (7) business days.

7.5 Post Award Deliverables

The Contractor shall provide, upon request of the State, the following, including but not limited to deliverable items:

RFP Reference	Due Date	Deliverable	Action Required
Section 8.11 Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall maintain during the life of the contract.
Section 3.2.9 Status Meetings and Reporting	Weekly	Progress status and issues	Weekly
Section 3.2.11	Prior to project closing	SYSTEM backup and recovery plan	Contractor shall configure, test, and document the plan and DOTA acceptance of the plan
Section 3.2.13	Prior to project closing	SYSTEM delivery	Adherence to 3.2.13. SYSTEM Requirements

Section 8: Special Provisions

8.1 Scope

The scope of work is to develop and install the SYSTEM project in the State's GPC as described and specified in Section 3.2.13 SYSTEM Requirements, preferably before the current interactive terminal maps application operating system environment is de-supported in October 2023.

8.2 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.

8.3 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services

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

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit an 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:

Wages: 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.

Compliance with labor laws: 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 the cancellation of the contract.

It shall be the duty of the government agency awarding the contract 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, Hawaii Revised Statutes, (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.

8.4 Responsibility of Offerors

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

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

8.4.1 Vendor Compliance - Hawaii Compliance Express (HCE)

Vendors may use the HCE, which 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.

8.4.2 Timely Registration on HCE

Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

8.4.3 Verification of Compliance on the HCE

Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

8.4.4 Vendor Compliance - Paper Documents

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the Hawaii Department of Transportation as instructed below. All certificates must be valid on the date it is received by the Hawaii Department of Transportation. Timely applications for all applicable clearances are the responsibility of the Offeror.

8.4.4.1 HRS Chapter 237 Tax Clearance Requirement for Award

Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green-certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

8.4.4.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award

Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the Hawaii Department of Transportation.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

8.4.5 Timely Registration

The above certificates should be applied for and submitted to the State as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, an Offeror otherwise responsive, may not receive the award.

8.4.6 Verification of Compliance

Upon receipt of compliance documents, the State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

8.4.7 Required Review

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.3 Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

8.5 Proposal Preparation

8.5.1 Offer Form OF-1

Offer Form OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on OFFER FORM page OF-1.

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.

Completion of Offer Form OF-1 is Offeror's acknowledgment and agreement to provide services in all categories identified in the RFP, agreement to provide services in all fifty states, and the understanding of evaluation criteria and process.

8.5.2 Offer Guaranty

An offer guaranty is NOT required for this RFP.

8.5.3 Tax Liability and County Surcharge

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax. 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, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

8.5.4 Federal I.D. No. and Hawaii General Excise Tax License I.D.

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Attachment A, 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.

8.6 Confidentiality

8.6.1 If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4.5, Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

8.6.2 Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

8.6.3 Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).

8.7 Redaction by the State

If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

8.8 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:

Director of Transportation
Department of Transportation
Aliiimoku Building
869 Punchbowl Street
Honolulu, HI 96813

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 State of Hawaii electronic procurement site.

8.9 Notice to Proceed

Work will commence on the official commencement date specified on the Notice to Proceed.

8.10 Contract Execution

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

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

8.11 Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Professional Liability shall be required from vendors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services, etc.

Professional Liability. Technology and Professional Liability or Errors and Omissions

including data protection, with coverage of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) in the aggregate. Such coverage shall include financial losses arising from the Services or services performed and/or Deliverables and/or Work Product provided by Contractor in connection with the Contract as well as all costs associated with security breaches and data losses and/or breaches of, or losses of, personal data regardless of cause (including Contractor negligence). The provisions of this paragraph shall survive the expiration or termination of the Contract.

Cyber-Security Insurance. Cyber-security insurance, with coverage of not less than \$2 million per claim/occurrence; \$2 million general aggregate, that includes but is not limited to coverage for first-party costs and third-party claims from: (i) failure to protect data, including unauthorized disclosure, use or access, (ii) security failure or privacy breach, (iii) failure to disclose such breaches as required by law, regulation or contract, (iv) notifications, public relations, credit monitoring, postage, advertising, and other services to assist in managing and mitigating a cyber incident, (v) interruptions of business operations, (vi) network security failure, (vii) cyberextortion, (viii) cyber-terrorism, (ix) communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material), (x) EFT, computer, and electronic transmissions fraud and theft, and (xi) other cyber-liability and cyber-crime expenses.

Each insurance policy required by this contract (with the exception of the Professional Liability policy and Cyber-Security Insurance), including a Subcontractor's policy, shall contain the following clauses:

- A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- B. "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."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

Prior to award, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price list and price list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

8.12 Contract Invalidation

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

8.13 Mistakes in Proposals

8.13.1 Mistakes shall not be corrected after awarding of the contract.

8.13.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.

8.13.3 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.

8.13.4 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 before award 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 the price, quality, or quantity. If discussions are not held or if the 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 the price, quality or quantity.

8.14 Modification Prior to Submittal Deadline or Withdrawal of Offers

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

8.15 Re-execution of Work

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor.

8.16 Contract Changes – Unanticipated Amendments

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. The Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

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ATTACHMENT A

RFP# ES1987-23

State of Hawaii Department of Transportation
Airports Division – Information Technology Office
400 Rodgers Boulevard, Suite 700
Honolulu, Hawaii 96819

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 AG General Conditions Form AG-008 or as amended, 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) Offeror is declaring this offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture

Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address

(other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

_____ (x) _____
Date Authorized (Original) Signature

_____ Name and Title (Please Type or Print)

_____ ** Exact Legal Name of Company (Bidder)

_____ E-mail Address

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**OFFEROR (SUB-CONTRACTOR) BACKGROUND and REFERENCES
RFP #ES1987-23**

BACKGROUND INFORMATION

Offeror's Business Name: _____
Primary Contractor Yes No
Business Address: _____
Date Company Established: _____

Client References: Offeror is required to fill out a minimum of three (3) references of customers who received services similar to those called out in this RFP.

Customer Name #1 _____
Address: _____
Reference Name: _____
Reference Title _____
Current Phone: _____
Email: _____
Project Name: _____
Contract Period: _____

Customer Name #2: _____
Reference Name: _____
Reference Title _____
Current Phone: _____
Email: _____
Project Name: _____
Contract Period: _____

Customer Name #3: _____
Reference Name: _____
Reference Title _____
Current Phone: _____
Email: _____
Project Name: _____
Contract Period: _____

The State may contact all of the references listed to inquire about Offeror's services, performance, and degree of customer satisfaction.

PROJECT PERSONNEL WORKSHEET
RFP #ES1987-23

ROLE	RESOURCE NAME	RESUME (Y/N)	COMPANY
Examples: Project Manager			
Trainer			
Support Personnel			

PROJECT PERSONNEL QUALIFICATION SHEET
PROJECT NO. ES1987-23

PROJECT MANAGER QUALIFICATION: Complete the table below for the proposed Project Manager

REQUIREMENT	RESOURCE NAME	YEARS OF EXPERIENCE (yyyy TO yyyy)	EXAMPLES OF PROVEN EXPERIENCE OR REFERENCE TO RESUME
1. At least three (3) years of professional experience performing as a Project Manager for projects like the complexity of this SYSTEM project. Desired is at least five (5) years of this experience.			
2. At least three (3) years of professional experience in managing projects using Microsoft Project software within the past five (5) years.			
3. At least three (3) years of professional experience managing projects involving application interfaces			
4. At least three (3) years of experience in supporting application interfaces to share data between different systems.			
5. Professional experience designing and developing websites using the software tools used to develop SYSTEM			

CONTRACTOR SUPPORT PERSONNEL QUALIFICATION: Complete the table below by indicating which support personnel resource meets and/or exceeds the qualifications to support the project.

REQUIREMENTS	RESOURCE NAME(S)	YEARS OF EXPERIENCE (yyyy TO yyyy)	EXAMPLES OF PROVEN EXPERIENCE OR REFERENCE TO RESUME
1. At least three (3) years of professional experience in website graphics with two (2) of the three (3) years performed within the past five (5) years			
2. At least two (2) years of developing, implementing, and support experience of website of similar SYSTEM complexity			
3. At least five (5) years of professional experience producing vector graphics using Adobe Illustrator software with at least one (1) year using Adobe Illustrator to support graphics that were used for informational and directional maps, i.e., for a building complex similar to the airport terminal spaces			
4. At least five (5) years of continuous experience coding in HTML 5			
5. At least two (2) years of WordPress experience			
6. At least five (5) years of experience with Microsoft Windows server operating system, with two (2) of the five (5) years performed, within the past five (5) years			
7. At least two (2) years of experience in web and/or mobile application development			

REQUIREMENT	RESOURCE NAME	YEARS OF EXPERIENCE (yyyy TO yyyy)	EXAMPLES OF PROVEN EXPERIENCE OR REFERENCE TO RESUME
8. At least two (2) years of experience in database management administration			
9. At least two (2) years of experience using the proposed software development tools			

ATTACHMENT B

2023-2024 STATE HOLIDAYS

STATE OF HAWAII
2023 - 2024
STATE HOLIDAY SCHEDULE

<u>2023</u>	<u>HOLIDAY</u>	<u>2024</u>
Monday, January 2, 2023	New Year's Day	Monday, January 1, 2024
Monday, January 16, 2023	Dr. Martin Luther King, Jr. Day	Monday, January 15, 2024
Monday, February 20, 2023	President's Day	Monday, February 19, 2024
Monday, March 27, 2023	Prince Jonah Kuhio Kalaniana'ole Day	Tuesday, March 26, 2024
Friday, April 7, 2023	Good Friday	Friday, March 29, 2024
Monday, May 29, 2023	Memorial Day	Monday, May 27, 2024
Monday, June 12, 2023	King Kamehameha Day	Tuesday, June 11, 2024
Tuesday, July 4, 2023	Independence Day	Thursday, July 4, 2024
Friday, August 18, 2023	Statehood Day	Friday, August 16, 2024
Monday, September 4, 2023	Labor Day	Monday, September 2, 2024
	General Election Day	Tuesday, November 5, 2024
Friday, November 10, 2023	Veteran's Day	Monday, November 11, 2024
Thursday, November 23, 2023	Thanksgiving	Thursday, November 28, 2024
Monday, December 25, 2023	Christmas	Wednesday, December 25, 2024

EXHIBIT 1

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, 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 acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means 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.

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

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

EXHIBIT 2



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is _____
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. Pursuant to _____,
(Legal authority to enter into this Contract)
the STATE is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:
(1) _____
(Identify state sources)
or (2) _____
(Identify federal sources)
or both, in the following amounts: State \$ _____
Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number _____ ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed _____ DOLLARS (\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title) *

(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

EXHIBIT 3



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____