



HAWAII DEPARTMENT OF AGRICULTURE

RELEASE DATE: MARCH 20, 2023

REQUEST FOR PROPOSALS NO. RFP-032023-AIS
FOR
DEVELOPMENT, DESIGN, DEPLOYMENT, SUPPORT AND
MAINTENANCE
OF THE
ANIMAL QUARANTINE AIS COMPUTER SYSTEM
FOR THE
DEPARTMENT OF AGRICULTURE, STATE OF HAWAII

WILL BE RECEIVED UP TO 2:00 P.M. HST ON APRIL 21, 2023

ONLY THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO) at
<https://hiepro.ehawaii.gov/welcome.html>

SHARON HURD
Procurement Officer

**NOTICE TO OFFERORS THROUGH THE
STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HlePRO)**

**REQUEST FOR PROPOSALS NO. RFP-032023-AIS
TO PROVIDE DEVELOPMENT, DESIGN, DEPLOYMENT, SUPPORT AND
MAINTENANCE OF THE
ANIMAL QUARANTINE AIS COMPUTER SYSTEM
FOR THE DEPARTMENT OF AGRICULTURE, STATE OF HAWAII**

Competitive Sealed Proposals to provide Development, Design, Deployment, Support and Maintenance Services of the Animal Quarantine AIS (Animal Information System) To The Department of Agriculture, State of Hawaii, will be received electronically only THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HlePRO) at <https://hiepro.ehawaii.gov/welcome.html> and will be opened at the date and time indicated in HlePRO. The electronic files of the proposal shall be submitted no later than April 21, 2023 at 2:00 PM HST.

Proposals received after the date and time specified in this Request For Proposal (RFP) or at a location other than HlePRO will not be considered. All proposals must be made on forms obtainable from the above HlePRO website and must be in accordance with the accompanying instructions in this RFP. **All proposals and Proposal Forms shall be submitted through HlePRO with total bid price.**

Inquiries or questions concerning any requirement of this RFP, shall be submitted in HlePRO by the date indicated in HlePRO and the Section 1.5, Procurement Timetable.

Advertised: State of Hawaii, Electronic procurement website: March 20, 2023

Sharon Hurd
Chairperson, Board of Agriculture
State of Hawaii

TABLE OF CONTENTS

	<u>Page</u>
SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS, AND KEY DATES	4
SECTION TWO: BACKGROUND AND SCOPE OF WORK	8
SECTION THREE: PROPOSAL FORMAT AND CONTENT	13
SECTION FOUR: EVALUATION CRITERIA AND CONTRACTOR SELECTION	27
SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD	29
SECTION SIX: SPECIAL PROVISIONS	32
SECTION SEVEN: ATTACHMENTS AND EXHIBITS	34
• Attachment 1: OFFER FORM, OF-1	
• Attachment 2: OFFER FORM, OF-2	
• Attachment 3: CONTRACT FORM and AG GENERAL CONDITIONS	
• Attachment 4: OVERVIEW of the RFP PROCESS	

EXAMPLE CONTRACT FORMS

- EXHIBIT 1: AG 004 CONTRACT FOR GOODS OR SERVICES BASED UPON REQUEST FOR COMPETITIVE SEALED PROPOSAL
- EXHIBIT 2: AG 010 CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION
- EXHIBIT 3: AG 011 SCOPE OF SERVICES
- EXHIBIT 4: AG 012 COMPENSATION AND PAYMENT SCHEDULE
- EXHIBIT 5: AG 013 TIME OF PERFORMANCE
- EXHIBIT 6: AG 014 CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE
- EXHIBIT 7: AG 015 SPECIAL CONDITIONS
- EXHIBIT 8: AG 008 GENERAL CONDITIONS

SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, AND KEY DATES

1.1 INTRODUCTION

The Hawaii Department of Agriculture (Department), Animal Industry Division (Division), Rabies Quarantine Branch (RQB) is requesting proposals for the development, design and maintenance of the branch's existing computerized Animal Information System (AIS).

Hawaii is the only state in the U.S. that is free of rabies. The Hawaii Department of Agriculture, Animal Industry Division, Rabies Quarantine Branch regulates the importation of dogs, cats and other carnivores, into Hawaii to protect animal and public health by reducing the likelihood that rabies virus will be introduced into the State and monitoring animal entries for alien pests that may carry human or animal diseases.

The Animal Industry Division operates the Airport Animal Quarantine Holding Facility (AAQHF) that receives all species of animals arriving at the Daniel K. Inouye International Airport in Honolulu, and the Animal Quarantine Station in Halawa, on Oahu. Dogs and cats received at the AAQHF are inspected and processed using AIS, and either held at the AAQHF for subsequent departure from HNL, released to owners at AAQHF (Direct Airport Release or DAR), or transported to the Animal Quarantine Station for quarantine of up to 120 days.

The Animal Quarantine's Animal Information System is essential in the management and operation of the State's Rabies Quarantine program. All dogs and cats entering and re-entering the State of Hawaii must meet specific requirements such as: rabies vaccinations at specified intervals, FAVN rabies serology test meeting specific levels and conducted at specified times before arriving, electronic microchip identification and health certification to qualify for direct airport release (DAR) or other reduce quarantine period programs. Dogs and cats that do not meet these requirements are quarantined for up to 120 days.

1.2 PURPOSE OF RFP AND OVERVIEW

An integrated, imported animal processing system called the Animal Information System (AIS) was developed using Infor Public Sector software. AIS is used to track, qualify and manage importation of animals and the system is heavily used by the Animal Quarantine Station (AQS).

A separate application called the Animal Processing Portal (APP) was developed and is integrated with AIS for the Airport Animal Quarantine Holding Facility at the Daniel K. Inouye International Airport in Honolulu to support and simplify the processing of imported animals.

The purpose of the RFP is to identify and engage a Contractor for services to modify and update application processing within the framework of this integrated solution, including process engineering and system/process optimization to encompass both the existing deployed components and upcoming improvements. In addition, maintenance services for AIS and any improvements is required.

1.3 CANCELLATION

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

1.4 TERMS AND ACRONYMS USED THROUGH OUT THIS SOLICITATION

Term/Acronym	Definition
AAQHF	Airport animal Quarantine Holding Facility at the Daniel K. Inouye International Airport in Honolulu
AG	Attorney General of the State of Hawaii
AI	Animal Industry Division, 99-941 Halawa Valley Street, Aiea HI 96701
AIS	Animal Information System
Animal Quarantine	Term used interchangeably with Rabies Quarantine Branch
AP	Accounts Payables
AQS	Animal Quarantine Station, 99-951 Halawa Valley Street, Aiea, Hawaii 96701
AR	Accounts Receivables
B&F	Department of Budget and Finance
BI	Business Intelligence
BAFO(s)	Best and Final Offer(s)
Business Day	Any Day that is not a Saturday, Sunday, or public holiday in the State of Hawaii
COGS	Certificate of Good Standing
CPO	Chief Procurement Officer
DAGS	Department of Accounting General Services
DIVISION	Animal Industry Division, 99-941 Halawa Valley Street, Aiea HI 96701
DLIR	Hawaii Department of Labor and Industrial Relations

DOTAX	Hawaii Department of Taxation
ETS	State Office of Enterprise Technology Services
FA	Fixed Assets
FSD	Financial Services Department
FFP	Firm Fixed Price
FTE	Full-time Equivalent(s)
GET	General Excise Tax
HAR	Hawaii Administrative Rules
HCE	Hawaii Compliance Express
HDOA	Hawaii Department of Agriculture, 1428 South King Street, Honolulu, HI 95814
HRS	Hawaii Revised Statutes
HST	Hawaii Standard Time
IPS	Infor Public Sector software
NDA	Confidentiality and Nondisclosure Agreement
NIIP	Neighbor Island Inspection Permit
OF	Offer Form
OFFEROR	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
pCard	Purchasing Card
POC	Point of Contact
PO	Purchase Order
PRC	Proposal Review Committee
RFP	Request for Proposals
RQB	Rabies Quarantine Branch
STATE	State of Hawaii, including each departments and political subdivisions

1.5 PROCUREMENT TIMETABLE

The schedule below represents the State's best estimate of the significant events and corresponding dates that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as Proposal Due Date/Time date is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. Delays may include, and are not limited to, funding and/or Hawaii State government restrictions.

The approximate schedule is as follows:

Notice of Request for Proposals	March 20, 2023
Deadline to Submit Written Questions	March 23, 2023
State's Response to Written Questions	March 28, 2023
Proposals Due Date / Time	April 21, 2023 2:00 pm HST
Proposal Evaluations	April 21 – 25, 2023
Discussion with Priority Listed Offerors (if necessary)	April 27 – 28, 2023
Best and Final Offer Date / Time (if necessary)	May 1, 2023
Notice of Award	May 5, 2023
Notice to Proceed	May 10, 2023
Contract Start Date	June 1, 2023

1.6 QUESTIONS AND ANSWERS

All questions shall be submitted electronically through HlePRO by the due date and time specified in Section 1.5, Procurement Timetable, or as amended.

All questions must be clearly identified and referenced with specific paragraph(s)/item(s) from the RFP. The State will respond to questions through an addendum to this RFP in HlePRO.

1.7 CONTACT PERSON

All Offeror communications concerning this RFP shall be directed to the Point of Contact listed below. All oral communication will be considered unofficial and non-binding by the Department. Unauthorized contact regarding the RFP with other Department employees may result in disqualification. Offerors should rely only on written statements provided by the Point of Contact.

The Point of Contact will facilitate communication during the RFP process. The Point of Contact information is included below:

Amy Rivera
Secretary to the Division Administrator
Department of Agriculture, State of Hawaii
99-941 Halawa Valley Street,
Aiea Hawaii 96701

Amy.H.Rivera@hawaii.gov

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 BACKGROUND

Hawaii's quarantine program regulates the entry of dogs, cats and other carnivores into the state. Dogs and cats are assigned to five basic categories based on rabies vaccination status, electronic microchip identification, FAVN rabies serology test results, completing specific time periods after vaccination and FAVN test before arrival, external parasite treatment, health certification and inspection on arrival. The five categories are: Direct Airport Release (DAR), quarantine of 5 days or less (5 DOL); early arrival quarantine from 6 to 119 days until 5 day or less requirements are met; 120-day quarantine; and animals transiting through Hawaii to other destinations that do not qualify for release and must remain in quarantine until departure (Transit). In addition, there are other subcategories and types of animals such as Neighbor Island Inspection Permit (NIIP), Exempt, and service dogs. Information on Hawaii's Animal Quarantine program is available at: <https://hdoa.hawaii.gov/ai/aqs/aqs-info/>

2.2 AIS SYSTEM

As detailed previously, the Current AIS System was developed using Infor Public Sector (IPS) software. AIS is used to track, qualify and manage importation of animals and the system is heavily used by the Animal Quarantine Station (AQS). AIS automated the permitting process and provide a centralized database of permits issued and applications for dog and cat entry into Hawaii. A separate application called the Animal Processing Portal (APP) was developed and is integrated with AIS, using the custom IPS web API, for the Airport Animal Quarantine Holding Facility at the Daniel K. Inouye International Airport in Honolulu to support and simplify the processing of imported animals. Similarly, other integrated applications include a pet owner portal (HIPOP) and one for customer queueing at the AAQHF. The AIS holds all the animal health data and financial accounts for the program to process imported animals. AIS automated the permitting process and provides a centralized database of permits issued and applications for dog and cat entry into Hawaii.

2.3 OFFEROR QUALIFICATIONS

The Contractor shall have: 1) Documented experience with State of Hawaii animal quarantine permitting and regulatory processes and existing AIS technologies and applications 2) Documented experience with designing and developing relational databases, web applications, and permitting systems using the Infor Public Sector software platform 3) Staff with documented training and expertise on Infor Public Sector software platform 4) Office and staff located in Honolulu, HI 5) Documented history of successfully meeting project requirements and deadlines while working collaboratively with state agencies. The Contractor shall submit client references for projects within the last 3 years that meet the qualifications listed above with the quote and before contract execution.

2.4 ORGANIZATION OF THE PROJECT TEAM

The Contractor will be responsible for organizing a Project team consisting of Contractor Project Manager and personnel. HDOA will be responsible for items in Section 2.5 Hawaii Department of Agriculture Responsibilities, and making Animal Industry Division subject matter experts for various quarantine program areas, and Contract Administrator available to Project Staff.

Project team members included in the Offerors' proposal shall not be substituted at the time of the implementation start without approval of the Contract Administrator.

HDOA shall have the right to request to remove consultants from all work on this contract effective immediately upon notification by the HDOA and the Contractor shall comply with such request.

Contractor Project Manager: The Contractor will be required to provide one (1) Project Manager during the entire Project.

The qualifications of the Contractor's Project Manager are as follows:

- 10+ years of computer systems implementation project management.
- 6+ years of experience as a project manager implementing systems for State Government(s) programs equal to or greater than AI.
- 4+ years of experience as a project manager of implementation with 3rd party applications.
- 5+ years of experience working on State Government/Public Sector systems.
- Certified in their technical and/or functional role.

2.5 HAWAII DEPARTMENT OF AGRICULTURE RESPONSIBILITIES

- a) Provide POC authorized to make all decisions relative to the project, including identification and approval of Client assigned resources.
- b) Provide staff consulting personnel throughout the delivery of the Services.
- c) Provide User ID and passwords to the Contractor engineers for all existing equipment that needs to be configured as part of this project.
- d) Assign subject matter expert (SME) personnel as appropriate to work with for the duration of the project.
- e) Provide a suitable work area on-site. The work area will include desks, chairs, and telephones, and internet access.
- f) Provide accurate, complete and timely information, business and technical data or documentation as requested by the Contractor to perform the Services.
- g) Provide all web site content to include in the public web site

2.6 SCOPE OF WORK

All services provided shall be in accordance with this RFP, including its attachments and any addenda. The project work shall include system maintenance for 24 months and system development, design, support and deployment of system improvement divided into phases for deliverables spanning 24 months. The length for each phase need not be identical. A written contract shall be executed for each 12 month period of the project including any extensions.

A. DEVELOPMENT, DESIGN, SUPPORT AND DEPLOYMENT

The Contractor shall provide the following services for each phase improvement for the AIS:

- 1. Process review and analysis.
- 2. Evaluate program and public response to previously deployed application.
- 3. Unify, improve and streamline user interface and experience in phase design and development.
- 4. Process and system documentation.
- 5. User training on system improvements.
- 6. As needed support assistance, including data entry.
- 7. System improvement recommendations.
- 8. Development and deployment of system improvements.

Item 4 Process system documentation and Item 6 As needed support assistance shall be provided on site at the AQS and/or AAQHF as determined by the Contract Administrator.

Scope is based on a 24 month project plan that includes system maintenance, project management and specific deliverables that may be phased during the project period. The order of the deliverables is tentative and may be revised depending on funds and the needs of the State. Proposals shall include: 1. Migrate AIS off of GPC 2. Evaluate and review AAQHF APP/Queueing/AIS (Waiting Room, Animal Processing Portal, Transits Transfers, Application Process and transfer to single platform 3. Configure and replace HIPOP & AQS AIS (Veterinary Dispensary, Accounting and Front Office) on new platform 4. integrate and coordinate NIIP Dispensary processing, Neighbor island veterinary Contractor confirmation and pet owner communication into single module 5. Use redesigned AIS system to identify, develop, design, support and deploy additional improvements in discussion and planning with the state. For example, mobile application that allows handheld devices for appropriate workflow areas is a consideration.

The development, configuration, installation, testing and training of HDOA staff in use of AIS improvements shall be completed with each improvement phase deployed. Continued orientation and training on any updates or system modifications that affect operation and use of the AIS directed to the appropriate user such as front-line office, supervisors, veterinary services section, HDOA IT Computer Services personnel, and/or management.

HDOA is expecting Offerors to include, at a minimum, the deliverables listed in this section 2.6 : Scope of Work. The deliverables should be organized according to the Offeror's project Work Plan and project phase. Project phase will ensure prerequisite deliverables and tasks will be completed and approved by HDOA before moving on to the next set of dependent deliverables and tasks in the project plan. After the contract award, HDOA may adjust and finalize the project deliverables and deliverable precedence and timing as necessary according to the finalized project work plan, scheduling, and timeline. Project plan deliverables shall be executed by contract for each 12 month period.

B. MAINTENANCE

1. Application Maintenance

Contractor shall provide maintenance for twenty-four (24) months for the Animal Information System (AIS) and associated applications in accordance with the Specifications, Scope of Work, Special Provisions and the attached General Conditions.

2. Service Requests

All Service Requests will be submitted by State utilizing phone, e-mail or other online

problem tracking system. State will designate individual users authorized to submit Service Requests and communicate problems and questions. Technical Support for issues related to Software Product functionality will be available during normal working hours. Contractor shall respond to hardware and software problems that prevent or limit the State's ability to perform its work in a timely manner. Contractor shall insure that such problems are addressed and resolved in the shortest timeframe possible.

Response times to Service Requests are measured from receipt of the Service Request to acknowledgement and assignment of a Service Request to the appropriate Contractor resources for remediation of the request. All Service Requests are unique and depending on severity and complexity will require differing resources and time to resolve. As such this table does not indicate the duration or resource hours necessary to address a Service Request to its resolution. The following table outlines the service levels of the various services provided by State based on the severity of the Service Request received. State is responsible for categorizing Service Requests according to severity prior to submission to Contractor. Severity assigned to a Service Request will dictate the response times to the Service Request.

Severity	Severity Definition	Time to Respond	Coverage
1	Critical business impact or system down: Business critical functionality is inoperable or critical interface has failed. Applies to production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 30 minutes	7:30 am - 8:00 pm, 365 days a year; consultant will work continuously to resolve or implement acceptable workaround
2	Significant business impact: service business feature or function of the service is severely restricted in its use causing significantly delay in processing	Within 2 hours	7:30 am - 8:00 pm, 365 days a year; consultant will work continuously to resolve or implement acceptable workaround
3	Minor business impact: Indicates the service or functionality is usable but not as designed and it is not a critical impact on operations.	Within 4 hours	7:30 am - 8:00 pm, 365 days a year

2.7 TERM OF CONTRACT

Other than the maintenance services detailed in this RFP, the services provided for

Development, Design, Support and Deployment under the terms of this RFP contract shall be completed in 24 months. Contractor shall enter into a written contract for each 12- month period that details the work and phases to be delivered during that period.

Unless terminated, the Contractor and the State may extend the term of the contract for Development, Design, Support and Deployment services for additional system improvements for an additional period of up to 24 months or portions thereof without the necessity of re-bidding, upon mutual agreement in writing prior to the expiration of the contract. The contract price paid to the Contractor for additional Development, Design, Support and Deployment services for additional system improvements for the extended period shall remain the same or at a lesser rate.

If mutually agreed upon by the state and contractor, maintenance services may be extended for up to 3 (three) additional 24- month periods. The contract price or commission paid to the Contractor for the extended period shall remain the same or at a lesser rate.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the contracted parties.

2.8 CONTRACT ADMINISTRATOR

For the purposes of this contract, Isaac Maeda, DVM, Administrator, Animal Industry Division (808) 483-7111, or authorized representative, is designated the Contract Administrator.

All deliverables shall be reviewed, validated, and approved by HDOA Contract Administrator to ensure that they meet the requirements and expectations of the Project and fully satisfy AQ.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 COMPETENCY OF OFFEROR

Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the State. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

3.3 REQUIRED REVIEW

3.3.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of 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.

3.3.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Hawaii Department of Agriculture, Animal Industry Division in writing prior to the deadline for written questions as stated in the RFP *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 of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.4 PROPOSAL PREPARATION COSTS

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

3.5 TAX LIABILITY

3.5.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.712% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

3.5.2 Federal I.D. Number 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 Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.6 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.
CONFIDENTIAL INFORMATION

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

3.7 PROPOSAL OBJECTIVES

- 3.7.1 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.
- 3.7.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.7.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.7.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.02 SCOPE OF WORK.
- 3.7.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.8 PROPOSAL FORMS

To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

- 3.8.1 Offer Form, Page 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, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature by esign. The authorized signature on the first page of the Offer Form shall be an original signature by esign. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing the e-signature audit, indicating the Offeror's intent to be bound.

- 3.8.2 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The prices for the first 12-month period, second 12-month period and the total price shall be the all-inclusive cost to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.9 PROPOSAL CONTENTS

Proposals must:

- 3.9.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.9.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.9.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.
- 3.9.4 Provide all of the information requested in this RFP in the order specified.
- 3.9.5 Include a table of contents.
- 3.9.6 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
- a. Transmittal Letter
See SECTION SEVEN, Attachment 1, Offer Form OF-1 and Attachment 2, Offer Form OF-2.
 - b. Experience and Capabilities.
Previous experience, capability and proficiency in the creation and installation of modified software systems for government environments in

Hawaii shall include:

- 1) A complete, relevant, and current client listing (up to 10).
 - 2) The number of years Offeror has been in business and number of years performing services specified in this RFP
 - 3) A list of key personnel and associated resumes for those who will be dedicated to this contract.
 - 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
 - 5) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state
 - 6) A list of sample projects similar to those described in this RFP and submission of two (2) completed sample projects implementing and configuring Infor IPS.
 - 7) List experience with State of Hawaii animal quarantine permitting and regulatory processes and existing AIS technologies and application.
- c. Knowledge and proficiency with application solutions for government and business.
- 1) List and describe at least three (3) successfully completed projects demonstrating proficiency and knowledge in configuring computer system applications involving application/permitting, customer payments, information databases or web portals for customers.
 - 2) Document familiarity with integrating databases into systems and Infor Public Sector.
 - 3) List experience with systems utilizing on-line application and permitting systems including qualification from database information with the overall strategy, timeline and plan and including:
- d. Project Proposal including all aspects of plan:
- 1) Approaches to business process alignment, configuration, testing, quality assurance, training, and acceptance of deliverables.
 - 2) Project plans including organizational and flow charts.
 - 3) Timeline and expected results

- 4) Shortfalls
- 5) Recommended changes to specifications or scope of work that may be necessary to improve the functionality and operability of AIS

3.1 WRITTEN INQUIRIES

Inquiries or questions concerning any requirement of this RFP, shall be submitted in HlePRO by the date indicated in HlePRO. Responses will be posted through HlePRO.

3.2 SUBMISSION OF OFFERS

Competitive Sealed Proposals to provide **Development, Design, Support and Maintenance Services of the Animal Quarantine Animal Information System (AIS), for The Department of Agriculture, State of Hawaii**, will be received electronically only THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HlePRO) at <https://hiepro.ehawaii.gov/welcome.html> and will be opened at the date and time indicated in HlePRO. The electronic files of the proposal shall be submitted no later than April 21, 2023 at 2:00 PM HST.

Proposals received after the date and time specified in the RFP or at a location other than the HlePRO website will not be considered. All proposals must be made on forms obtainable from the above HlePRO website and must be in accordance with this RFP. **All proposals and Proposal Forms shall be submitted through HlePRO with total bid price.**

No proposal or any supplement or addition to the proposal packages will be accepted after the Proposal Due Date.

Each qualified Offeror shall submit only one (1) proposal. Alternate proposals will not be accepted.

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the 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 contract.

Before submitting a proposal, each Offeror must:

- Examine the RFP Documents thoroughly; and
- Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect their Proposal.

The proposal shall be signed by a person or persons with the authority to legally bind and commit the Offer. Offeror shall submit the proposal files via HlePRO. There is no limit to the number of files that can be attached, but a single file cannot exceed 100MB.

Submission formats – Proposal submissions shall be in Word, Excel, or searchable PDF formats.

An Offerer may submit only one offer in response to a solicitation. If an Offerer submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offerer may submit only one offer for each line item (if any) of a solicitation. If an Offerer submits more than one offer per line item, then all offers for that line item shall be rejected.

3.3 AWARD

3.3.1 Method of Award. Award, if any, will be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Department of Agriculture based on the evaluation criteria.

3.3.2 Tax Clearance - HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Department of Agriculture. The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

3.3.3 Certificate of Compliance - HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

- a) Pursuant to §103D-310(c), HRS, the successful Offeror 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 and must be valid on the date it is received by the Hawaii Department of Agriculture. A photocopy of the certificate is acceptable to the Department of Agriculture.
- b) The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D310(c), HRS, Form LIR#27 which is available at <http://labor.hawaii.gov/forms/> or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Hawaii Department of Agriculture, Animal Industry Division, 99-941 Halawa Valley Street, Aiea, Hawaii 96701.
- c) The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR, not the Department of Agriculture.

However, the certificate shall be submitted to the Department of Agriculture.

- 3.3.4 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The successful Offeror shall be required to submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Hawaii Department of Agriculture. A photocopy of the certificate is acceptable to the Hawaii Department of Agriculture.
- a) To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.
 - b) Offerors are advised that there are costs associated with registering and obtaining the Certificate.
- 3.3.5 Hawaii Compliance Express. Alternatively, instead of separately applying for the above certificates at the various agencies, Offerors may choose to use Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface. The following HCE website at <https://vendors.ehawaii.gov/hce/splash/welcome.html> expedites the process in applying for and furnishing proof of compliance with the requirements of Chapter 103D-310(c), HRS. Offerors are advised that there is an annual fee associated with HCE. Offerors choosing not to participate in the HCE program will be required to provide paper certificates as instructed in the sections previous to this one.
- 3.3.6 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Department of Agriculture PRIOR TO AWARD of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.
- 3.3.7 Final Payment Requirements. A current HCE certificate indicating "COMPLIANT" or an original tax clearance certificate will be required for final payment.
- 3.3.8 Insurance.
The Contractor shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:
- a) Commercial General Liability Insurance (occurrence form) in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 - b) Products and Completed Operations in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
Automobile Insurance in the amount of \$1,000,000.00 per accident or \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident,

and \$1,000,000.00 property damage per accident. Automobile insurance shall maintain coverage for all Owned, Non-Owned and Hired Automobiles. If Contractor does not own automobiles, they must maintain Hired & Non-Owned Auto Liability. This can be part of a general liability policy if they do not have their own vehicles.

- c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.
- d) Professional Liability Insurance (Errors and Omission) in the minimum amount of \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate PROFESSIONAL/CYBER LIABILITY PROVISION. Professional Liability Insurance with a combined single limit of not less than \$1,000,000.00 each claim and in the aggregate. Such insurance shall cover any and all errors, omissions or negligent acts in the development, design, and delivery of products, services, and licensed programs under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as website development and design, data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. The Professional Liability Insurance retroactive coverage date shall be no later than the effective date of this Agreement. Contractor shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of this Agreement will be deemed to have been made during the policy period.
- e) Cyber Insurance Provision. Contractor shall procure, at its own cost and expense, Privacy and Network Security (Cyber) insurance with a minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate, for any security breach, including privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, including any act or omission that compromises either the security, confidentiality or integrity of personal information in Contractor's care, custody or control, or for which Contractor is responsible under this Agreement, or the physical, technical, administrative or organizational safeguards put in place by Contractor or its authorized personnel that relate to the protection of the security, confidentiality or integrity of Personal Information.
- f) Certificates of Insurance. The Contractor shall deposit with the Procurement Officer, on or before the effective date of the Notice to Proceed, certificate(s) of insurance necessary to satisfy the Hawaii Department of Agriculture and the State that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the

Department of Agriculture during the entire term of the Contract. Upon request by the Procurement Officer, the Contract Administrator, or other legal representative of the State, the Contractor shall furnish a copy of the policy or policies. The certificates of insurance shall contain the following clauses:

- Additional Insured. The Department of Agriculture, State of Hawaii is added as an additional insured as with respect to operations performed for the Department of Agriculture, State of Hawaii; and
 - Non-Contributory. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by these policies.
- g) Umbrella Policies: If an umbrella policy is used to satisfy any required coverage of this Section, such policy shall be at least "Follow-Form" with the requirements described in this Section, and shall not limit the coverage of any other policies used to provide coverage under this Section.

3.3.9 Insurance – General. The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, each insurance policy required by contracts, shall contain the following clauses:

- a) The Department of Agriculture, State of Hawaii is added as an additional insured as respects to operations performed for The Department of Agriculture, State of Hawaii (if available).
- b) It is agreed that any insurance maintained by The Department of Agriculture, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Department of Agriculture to exercise any or all of the remedies provided in this contract for a default of the Contractor (including without limitation terminating the Contract).

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

3.4 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the RFP or award of a Contract may submit a protest.

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 of the contract. The notice of award, if any, resulting from this solicitation shall be posted on HlePRO.

Any protest pursuant to §103D-701, Hawaii Revised Statutes, and Chapter 3-126, Hawaii Administrative Rules, shall be submitted in writing to Division Administrator, Animal Industry Division, 99-951 Halawa Valley Street, Aiea, HI 96701.

3.10 RECEIPT AND REGISTER OF PROPOALS

Proposals will be opened and evaluated on or after the date and time specified in Section 1.5, *Procurement Timetable*, or as amended. Proposals shall not be made available to the public and shall be received and receipt verified by two or more procurement officials.

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

3.5 CONTRACT EXECUTION AND EXTENSION

3.5.1 Execution: Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. Upon execution of the contract, the Hawaii Department of Agriculture shall issue a Notice to Proceed, specifying the contract commencement date. No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. the Hawaii Department of Agriculture is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

3.5.2 Extension: If an option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination. All contract extensions are subject to the availability of funds.

3.6 PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

3.7 INVOICING

Contractor shall submit, the original and three copies of the invoice to theFront office at the address listed below:

The Animal Quarantine Station
99-951 Halawa Valley Street
Aiea, Hawaii 96701

3.8 PAYMENT

Section 103-10, H.R.S., provides that the Hawaii Department of Agriculture shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment. For this reason, the Hawaii Department of Agriculture will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Hawaii Department of Agriculture will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

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

The Contractor shall provide payment plan based on deliverables and/or milestone in "Appendix B: Cost Workbook."

3.9 COOPERATION WITH WORK RULES

The personnel of an Offeror selected as the Contractor to perform the services under this RFP shall comply with all security regulations and other procedures which the Hawaii Department of Agriculture's staff, subcontractors, etc. are required to follow. The selected Offeror's personnel and subcontractors, while working on the Hawaii Department of Agriculture's premises, shall observe the working hours, working rules, holiday schedules, and other policies of the Hawaii Department of Agriculture. Specifically, the Offeror's personnel shall comply with attachment 4, "State, Discrimination/Harassment-Free Workplace policy." The selected Offeror agrees to cooperate fully and provide any assistance necessary to the Hawaii Department of Agriculture in investigating any security breaches that may involve the Offeror or the Offeror's employees or agents.

3.10 TERMINATION FOR CAUSE

If the Contractor:

- 3.10.1 Fails to begin the work or services under the contract within or by the time specified.
- 3.10.2 Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
- 3.10.3 Performs the work or services negligently or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
- 3.10.4 Discontinues the prosecution of the work or services.
- 3.10.5 Otherwise breaches any term of the contract.
- 3.10.6 Becomes insolvent, is declared bankrupt, or commits any act of bankruptcy

or insolvency.

3.10.7 Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.

3.10.8 Makes an assignment for the benefit of creditors.

3.10.9 For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Hawaii Department of Agriculture. will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Hawaii Department of Agriculture will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

a) All costs and charges incurred by the Hawaii Department of Agriculture, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Hawaii Department of Agriculture the amount of such excess within ten (10) days after demand therefore.

3.11 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, H.R.S., which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.12 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Hawaii Department of Agriculture with the approval of the Procurement Officer, shall govern and control. In addition, the parties hereto agree that said Financial Services Director, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

3.13 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, as referred to in "Appendix D: General Terms and Conditions & Procedural Requirements Governing Requests for Proposals (RFPs) and Invitations for Bids (IFBs)," the provisions of the document entitled Special Provisions shall control.

3.11 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO to the Department of Agriculture, Animal Industry Division, 99-941 Halawa Valley Street, Aiea, HI 96701, no later than the date and time stated in Section 1.04, *RFP Schedule and Significant Dates*, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the HDOA time stamp clock. Any BAFO received after the deadline shall not be considered and returned unopened.

3.12 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.12.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.12.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers in the electronic system.

3.13 MISTAKES IN PROPOSALS

3.13.1 Mistakes shall not be corrected after award of contract.

3.13.2 When the procurement officer knows or has reason to conclude before award that a mistake has been made, the procurement officer should request the offeror to confirm the proposal. If the offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.13.3 Once discussions are commenced or after best and final offers are requested, any priority-listed offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.13.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

3.13.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

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

- 1) Cost of services **(10)**

- 2) Documented experience with designing and developing relational databases, web applications, and permitting systems using the Infor Public Sector software platform. Previous experience, capability and proficiency in the creation and installation of modified IPS software systems for government environments in Hawaii **(20)**
 - a. Number of years in the business and number of years performing services specified in this RFP
 - b. Documented experience with State of Hawaii permitting and regulatory processes
 - c. Number of years of experience and projects implementing and

- configuring Infor IPS.
 - d. At least two (2) relevant sample projects and plans submitted with proposal.
 - e. Reference and client listings; list up to 10.
- 3) Knowledge and proficiency with application solutions for government and business. **(30)**
- a. Documented history of successfully meeting project requirements and deadlines while working collaboratively with state agencies.
 - b. Implemented on-line customer payments including web portals for customers.
 - c. Familiar with integrating databases into systems.
 - d. Experience with systems utilizing on-line application and permitting systems including qualification from database information.
 - e. Completed at least four (4) projects demonstrating proficiency and knowledge in these areas.
 - f. The Contractor shall submit client references for projects within the last 3 years that meet the qualifications listed above with the quote and before contract execution.
 - g. Office and staff located in Honolulu, HI
- 4) Project Proposal **(40)**
- a. Methodology includes approaches to business process alignment, configuration, testing, quality assurance, training, and acceptance of deliverables.
 - b. Project plans including organizational and flow charts.
 - c. Timeline
 - d. Expected Results
 - e. Possible Shortfalls
 - f. In-person or 7 days-a week 365 days a year, 7:30 am - 8:00 pm. telephone contact for tech assistance. 7
 - g. Recommended changes to specifications or scope of work that may be necessary to improve the functionality and operability of AIS.

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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

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

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

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

5.3 AWARD OF CONTRACT

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

5.4 RESPONSIBILITY OF OFFERORS

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

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

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

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the

necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. There is an associated annual registration fee, and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

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

5.5 PROPOSAL AS PART OF THE CONTRACT

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

5.6 PUBLIC EXAMINATION OF PROPOSALS

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

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

5.7 DEBRIEFING

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

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

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

5.8 APPROVALS

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

5.9 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in Attachment 3. No performance or payment bond is required for this contract.

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

The Contractor shall be required to execute a supplement to the contract for the following reasons:

- The additional extension period, if the option to extend is mutually agreed upon; or
- The Contractor is required to perform additional work within the general scope of the contract.

5.10 PAYMENT

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon upon the Contractor performing deliverables or meeting specific milestones as agreed in the project plan. Submittal for payments and review by State shall be monthly with payments made only on milestones and deliverables or percentages that have been accepted by State.

HRS Section 103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract 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 award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.16 CONTRACT INVALIDATION

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

5.26 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

All written and electronic files and products become the property of the State of Hawaii

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 ACCEPTANCE AND TESTING

A product which does not meet all the requirements detailed in the scope of work, special provisions and general conditions shall not be accepted. The Deliverables shall be accurate, efficient, reliable and complete tasks, operations and interactions required (refer to Section Two and Six) before the state accepts the product.

6.3 MAINTENANCE AND TECHNICAL ASSISTANCE

Answer or respond to call for assistance; and provide in-person or on-call 7 days-a-week technical assistance during the period of the contract. Name and contact information shall be included in the contract. Refer to Scope of Services for additional details in Section Two and Six.

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

All offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

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

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 cancellation of the contract.

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

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

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, 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.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: OVERVIEW OF THE RFP PROCESS
- Attachment 4: STATE, DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY

EXAMPLE CONTRACT FORMS

- EXHIBIT 1: AG 004 CONTRACT FOR GOODS OR SERVICES BASED UPON
REQUEST FOR COMPETITIVE SEALED PROPOSAL
- EXHIBIT 2: AG 010 CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION
- EXHIBIT 3: AG 011 SCOPE OF SERVICES
- EXHIBIT 4: AG 012 COMPENSATION AND PAYMENT SCHEDULE
- EXHIBIT 5: AG 013 TIME OF PERFORMANCE
- EXHIBIT 6: AG 014 CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE
- EXHIBIT 7: AG 015 SPECIAL CONDITIONS
- EXHIBIT 8: AG 008 GENERAL CONDITIONS

OFFER FORM, OF-1

REQUEST FOR PROPOSALS FOR
DEVELOPMENT, DESIGN, DEPLOYMENT, SUPPORT AND MAINTENANCE OF THE RABIES
QUARANTINE BRANCH AIS COMPUTER SYSTEM FOR THE
DEPARTMENT OF AGRICULTURE, STATE OF HAWAII

RFP-032023-AIS

Procurement Officer
Department of Agriculture, Animal Industry Division
99-941 Halawa Valley Street
Aiea, Hawaii 96701

Dear Procurement Officer:

The procurement conducted for the specified goods and/or services are pursuant to Hawaii Revised Statutes (HRS) Chapter 103D and its Hawaii Administrative Rules (HAR). The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions and in the AG General Conditions, Form AG-008, dated 4/15/09 attached hereto; 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 that 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. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

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

**OFFER FORM
OF-2**

REQUEST FOR PROPOSALS FOR
DEVELOPMENT, DESIGN, SUPPORT AND MAINTENANCE
OF THE
ANIMAL QUARANTINE AIS COMPUTER SYSTEM
FOR THE
DEPARTMENT OF AGRICULTURE, STATE OF HAWAII

RFP-032023-AIS

Contract cost for accomplishing the development, design, deployment and support, for the first 12 months detailed in Section 2 Background and Scope of Work

(No. Hours) X (Cost \$/Hr.) = A \$ _____

Contract cost for the maintenance support for the system detailed in Section 2 Background and Scope of Work for a period of twelve (12) months.

No. Hours X Cost = B \$ _____

Total contract cost for accomplishing the first 12 months of the services.

A + B = C \$ _____

Contract cost for accomplishing the development, design, deployment and support, for the second 12 months detailed in Section 2 Background and Scope of Work

D = \$ _____

Contract cost for the maintenance support for the system detailed in Section 2 Background and Scope of Work for a period of twelve (12) months.

E = \$ _____

Total contract cost for accomplishing the second 12 months of the services.

D + E = F \$ _____

Total contract cost for accomplishing both the first and second 12 months of the services.

C + F = G \$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

OVERVIEW OF THE RFP PROCESS

- 5.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 5.2 The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- 5.3 Proposals shall be received on The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- 5.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 5.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 5.6 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- 5.7 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- 5.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 5.9 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

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

STATE OF HAWAII DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT POLICIES AND PROCEDURES	POLICY NO. 601.001	NO. of PAGES 8 2 Attachments
	EFF. DATE October 15, 2013	REV. NO./Date 1 November 16, 2016
TITLE: DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY	APPROVED: <i>James K. Nishimoto</i> James K. Nishimoto, Director	

I. POLICY

The State and its appointing authorities are committed to promoting and maintaining a productive work environment free of any form of discrimination or harassment based on a person's protected class and retaliation for engaging in protected activity. The State and its appointing authorities do not tolerate workplace discrimination, harassment or retaliation and are required to and will take appropriate action when discrimination, harassment or retaliation occurs.

The State and its appointing authorities will act to curb protected class discrimination or harassment without regard to its severity or pervasiveness and does not require that discrimination or harassment rise to the level of unlawfulness before taking action. Every State employee is responsible for assuring that work in the Executive Branch is conducted in an atmosphere that respects the dignity of every State employee, and people with whom the State conducts business. State employees are expected to avoid behavior that could reasonably be perceived as discrimination or harassment prohibited under this Policy. In addition, State employees are expected to avoid retaliation against an individual who makes a complaint, participates in or provides information for an investigation relating to discrimination and/or harassment, or makes a request for reasonable accommodation.

A violation of this Policy may result in disciplinary action, up to and including termination, in accordance with applicable state laws, rules, policies, and collective bargaining agreements.

The State and its appointing authorities will also make reasonable accommodations upon request, if needed, to the extent required by law, for employees who are disabled, including pregnancy-related disabilities, breastfeeding or expressing, victims of sexual or domestic abuse, or for bona fide religious purposes. Any employee who believes he/she needs accommodation for any of these reasons should contact his/her manager, Departmental Human Resources Officer (or his/her designee), Departmental EEO or Civil Rights Compliance Officer, or the Executive Branch Equal Employment Opportunity Office (587-1162 or eeo@hawaii.gov). For reasonable accommodations related to disability, see Policy & Procedure 601.002, Reasonable Accommodations for Employees and Applicants with Disabilities.

DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY

POLICY NO. 601.001 (Rev. 11/16/16)

II. PURPOSE

The purpose of this Policy is to assure compliance with all federal and state laws and to prevent protected class-based discrimination and harassment and retaliation in the workplace.

This Policy is intended to protect all applicants for employment, employees, and individuals providing services to the State on a non-paid basis (e.g. volunteers or interns) from discriminatory or harassing conduct by employees or non-employees and to prevent employees from engaging in discriminatory or harassing conduct directed to any individual.

III. DEFINITIONS

“Discrimination” means any employment action taken because of a person’s protected class.

“Gender identity or expression” includes a person’s actual or perceived gender, as well as a person’s gender identity, gender-related self-image, gender-related appearance, or gender-related expression, regardless of whether that gender identity, gender-related self-image, gender-related appearance, or gender-related expression is different from that traditionally associated with the person’s sex at birth.

“Genetic information” includes information about an individual’s genetic tests and the genetic tests of an individual’s family members, as well as information about any disease, disorder, or condition of an individual’s family members (i.e. an individual’s family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

“Protected class” includes:

- race,
- color,
- sex, including gender identity or expression,
- sexual orientation,
- condition of pregnancy,
- act of breastfeeding or expressing milk,
- religion,
- national origin,
- ancestry,
- age,
- disability,

DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY

POLICY NO. 601.001 (Rev. 11/16/16)

- genetic information,
- marital or civil union status,
- arrest and court record (except as permitted by applicable laws),
- income assignment for child support,
- national guard absence,
- uniformed service,
- veteran status,
- citizenship (except as permitted by applicable laws),
- credit history or credit report (unless directly related to a bona fide occupational qualification),
- domestic or sexual violence victim status if the domestic or sexual violence victim provides notice to the victim's employer of such status or the employer has actual knowledge of such status, or
- any other classification protected under applicable state or federal laws.

"Retaliation" means an adverse action taken in response to or in an attempt to prevent an individual from engaging in protected activity.

- "Adverse action" means any action that is likely to dissuade a reasonable person from opposing protected class discrimination, including, but not limited to, employment actions such as termination, refusal to hire, and denial of promotion; other actions affecting employment such as threats, unjustified negative evaluations, unjustified negative references, or increased surveillance; and any other action such as an assault or unfounded civil or criminal charges that are likely to deter reasonable people from pursuing their rights.
- "Protected activity" means opposition to a practice believed to be unlawful discrimination, participation in an employment discrimination proceeding, or making a request for reasonable accommodation.
- There must be a causal connection between the adverse action and the protected activity, meaning that the adverse action was taken because of the protected activity. If there is a legitimate, non-retaliatory reason for the adverse action, it is will not be retaliation.

"Unlawful harassment" means any unwelcome behavior based on a person's protected class which is sufficiently severe or pervasive and has the purpose or effect of either unreasonably interfering with the person's work performance or creating an intimidating, hostile, or offensive work environment.

IV. SCOPE

This Policy applies to all employees and applicants in the Executive Branch under the jurisdiction of the Department of Human Resources Development,

DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY

POLICY NO. 601.001 (Rev. 11/16/16)

whether civil service or exempt employees, full-time or part-time employees, permanent or temporary employees.

V. PROHIBITED CONDUCT

- A. It is a violation of this Policy to engage in protected class discrimination or harassment. Protected class discrimination or harassment does not have to rise to the level of severe or pervasive conduct or unlawful discrimination to violate the Policy.
1. Protected class characteristics may not be used as a basis for taking employment action or making an employment decision that results in a significant change in benefits, or terms and conditions of employment.
 2. Harassing or offensive conduct directed at individuals based on protected class characteristics is prohibited under this Policy, and includes, but is not limited to:
 - a. Unwanted physical contact, sexually suggestive or offensive touching, patting, hugging, brushing against a person's clothing or body, or pinching;
 - b. Requests for sexual favors, threats or adverse actions for refusing sexual favors, threats or adverse actions for refusing a sexual advance, or promises of employment benefits in exchange for sexual favors;
 - c. Lewd descriptions, sexual jokes, comments about physical attributes, pressure for sexual activity, such as repeated and unwanted attempts at a romantic relationship, or sexually explicit questions;
 - d. Displays of demeaning or insulting objects, pictures, or photographs relating to any protected class;
 - e. Demeaning, insulting, or intimidating written, recorded, or electronically transmitted messages (such as email, text messages, voicemail, and Internet materials) relating to any protected class; and/or
 - f. Derogatory comments, slurs, jokes, profanity, anecdotes, and/or offensive questions based on or directed at any protected class.
- B. Retaliation is prohibited. Retaliation includes, but is not limited to, any adverse action taken in response to or in an attempt to prevent an individual from taking any of the following actions:

DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY

POLICY NO. 601.001 (Rev. 11/16/16)

1. Opposing a practice believed to be unlawful discrimination;
2. Participating in a complaint investigation or proceeding; or
3. Making a request for reasonable accommodation.

VI. PROCEDURES

A. REPORTING PROCEDURES

1. The State and its appointing authorities encourage employees to report discrimination, harassment, and/or retaliation, regardless of the identity of the alleged offender or whether the offender is an employee of the Executive Branch, before it becomes severe or pervasive so that steps may be taken to stop the offending behavior before it rises to the level of unlawful behavior.
2. Conduct that violates the Discrimination/Harassment-Free Workplace Policy should be reported to the employee's manager, the Departmental Human Resources Officer (or his/her designee), the Departmental EEO or Civil Rights Compliance Officer, or the Executive Branch Equal Employment Opportunity Office (587-1162 or eeo@hawaii.gov).
3. Anyone who observes or experiences discrimination, harassment or retaliation prohibited under this Policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. **Employees are not required, however, to make a complaint to the offender.**
4. A complaint or report may be made either orally or in writing and may be made using the Discrimination Complaint Form (see Attachment A). A complaint or report, whether oral or written, should include: name of the alleged offender(s), including position and department, if known, a summary of the offensive acts, the dates, times and places of the incidents, the names of witnesses to the events, desired remedy or relief and copies of documents, if any, that support the complaint or report.

B. CONFIDENTIALITY

The State and its appointing authorities will take appropriate steps to

DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY

POLICY NO. 601.001 (Rev. 11/16/16)

protect the confidentiality of discrimination, harassment and retaliation complaints, investigations, and reports, whether substantiated or unsubstantiated. However, complete confidentiality cannot be guaranteed and information regarding complaints, investigations and reports shall be shared with appropriate individuals and agencies on a "need to know" basis, with due consideration for the safety and security of individuals involved in the investigation.

C. RESPONSIBILITIES

1. Department Responsibilities

- a. In alignment with this Discrimination/Harassment-Free Workplace Policy, department or agency heads are responsible for developing and enforcing their own discrimination/harassment free workplace investigation and enforcement processes within their own departments or agencies.
- b. Should a conflict exist, this Discrimination/Harassment-Free Workplace Policy shall take precedence over all policies and/or procedures that are developed by the departments or agencies. This Policy does not prohibit departments or agencies from providing more protection than allowed under this Policy when it is required in conjunction with federal grants.
- c. Departments are responsible for assuring that all of its employees are provided a copy or have access to a copy of this Policy and for maintaining documentation that the Policy has been provided or made available to its employees. Attachment B to this Policy may be used as documentation.
- d. Departments shall forward a report of any and all complaints of discrimination, harassment or retaliation, whether made internally or to the Equal Employment Opportunity Commission or Hawaii Civil Rights Commission, to designated persons within their department or agency and, in addition, to the Executive Branch Equal Employment Opportunity Office.
- e. Departments are responsible for making sure all complaints are investigated promptly. Departments may take appropriate interim action while an

DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY

POLICY NO. 601.001 (Rev. 11/16/16)

investigation is pending, including placing an accused person on leave or temporarily in another position.

- f. If the Department finds that an employee violated the Discrimination/Harassment-Free Workplace Policy, the Department will take appropriate corrective action, up to and including termination of the employee, in accordance with applicable State laws, rules, policies, and collective bargaining agreements. If the person found to have violated the Policy is not employed by the State or its appointing authorities, other appropriate action shall be taken, including notice to the actual employer or prohibiting the person from the worksite.

2. Managers' and Supervisors' Responsibilities

- a. Managers and supervisors are responsible for maintaining a workplace free of harassment, discrimination and retaliation. Managers and supervisors who witness or receive reports of offending conduct shall take immediate and appropriate action to ensure any discriminatory behavior ceases, and shall forward all such reports to the designated persons within their department.
- b. Managers and supervisors, as assigned within their departments, shall investigate complaints of alleged violations of this Policy in a fair and impartial manner.

3. Employee Responsibilities

- a. Employees are expected to conduct themselves appropriately while at work and during work-related functions and refrain from any acts of discrimination, harassment based on a person's protected class or retaliation for engaging in a protected activity.
- b. Employees who experience or observe any conduct that violates this Policy, have a responsibility to report the incident(s) in order to correct and prevent unlawful harassment, discrimination or retaliation.

D. REFERRING COMPLAINTS TO EXTERNAL AGENCIES

- 1. In addition to the procedures described above, employees may make complaints about discrimination, harassment, or retaliation in the workplace to other appropriate agencies, including but not limited to, the federal Equal Employment

DISCRIMINATION/HARASSMENT-FREE WORKPLACE POLICY

POLICY NO. 601.001 (Rev. 11/16/16)

Opportunity Commission (www.eeoc.gov) and the Hawai'i Civil Rights Commission (<http://labor.hawaii.gov/hcrc>).

2. Employees wishing to file complaints with other agencies should contact that agency to obtain information on their specific procedures and should not wait for resolution of a complaint made to the employer. Agencies may have time limitations for filing complaints. For example, complaints of unlawful discriminatory practices must be filed with the Hawai'i Civil Rights Commission no later than one hundred eighty (180) days after the discriminatory practice has occurred or with the Equal Employment Opportunity Commission no later than three hundred (300) days from the date: (1) the alleged unlawful discriminatory act occurred; or (2) the last occurrence in a pattern of ongoing discriminatory conduct.

VII. AUTHORITIES AND REFERENCES

Title VII of the Civil Rights Act of 1964 as amended

The Pregnancy Discrimination Act

The Age Discrimination in Employment Act of 1967

The Equal Pay Act of 1963

Titles I and II of the Americans with Disabilities Act of 1990 as amended

Sections 102 and 103 of the Civil Rights Act of 1991

Sections 503 and 504 of the Rehabilitation Act of 1973

The Genetic Information Nondiscrimination Act of 2008

The Immigration Reform and Control Act of 1986

Chapter 378, Hawaii Revised Statutes

VIII. ATTACHMENTS

Attachment A: Discrimination Complaint Form, HRD Form 613

Attachment B: Discrimination/Harassment-Free Workplace Policy Acknowledgment Form

EXHIBIT 1

EXAMPLE

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
State of Hawaii ("STATE"), by its
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is
and
("CONTRACTOR"), a
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
the STATE is authorized to enter into this Contract.
F. Money is available to fund this Contract pursuant to:
(1)
or (2)
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

EXAMPLE

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 2

EXAMPLE



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 _____
(Print Name)
Print Name _____
Print Title _____
Name of Contractor _____
Date _____

EXHIBIT 3

EXAMPLE



Attachment - S1

STATE OF HAWAII SCOPE OF SERVICES

SCOPE OF WORK

The project work shall include system maintenance for 24 months and system development, design, support and deployment of system improvement divided into phases for deliverables spanning 24 months.

A written contract shall be executed for each 12 month period of the project including any extensions by supplemental contract..

A. DEVELOPMENT, DESIGN, SUPPORT AND DEPLOYMENT

The Contractor shall provide the following services for each phase improvement for the AIS:

1. Process review and analysis.
2. Evaluate program and public response to previously deployed application.
3. Unify, improve and streamline user interface and experience in phase design and development.
4. Process and system documentation.
5. User training on system improvements.
6. As needed support assistance, including data entry.
7. System improvement recommendations.
8. Development and deployment of system improvements.

Item 4 Process system documentation and Item 6 As needed support assistance shall be provided on site at the AQS and/or AAQHF as determined by the Contract Administrator.

Scope is based on a 24 month project plan that includes system maintenance, project management and specific deliverables that may be phased during the project period. The order of the deliverables is tentative and may be revised depending on funds and the needs of the State. Deliverables include: 1. Migrate AIS off of GPC 2. Evaluate and review AAQHF APP/Queueing/AIS (Waiting Room, Animal Processing Portal, Transits Transfers, Application Process and transfer to single platform 3. Configure

EXAMPLE

Attachment - S1



STATE OF HAWAII SCOPE OF SERVICES

and replace HIPOP & AQS AIS (Veterinary Dispensary, Accounting and Front Office) on new platform 4. integrate and coordinate NIIP Dispensary processing, Neighbor island veterinary Contractor confirmation and pet owner communication into single module 5. Use redesigned AIS system to identify, develop, design, support and deploy additional improvements in discussion and planning with the state. For example, mobile application that allows handheld devices for appropriate workflow areas is a consideration.

The development, configuration, installation, testing and training of HDOA staff in use of AIS improvements shall be completed with each improvement phase deployed. Continued orientation and training on any updates or system modifications that affect operation and use of the AIS directed to the appropriate user such as front-line office, supervisors, veterinary services section, HDOA IT Computer Services personnel, and/or management.

HDOA is expecting, at a minimum, two of the deliverables listed in this section selected by HDOA, completed in a 12-month period. The deliverables should be organized according to the project Work Plan and project phase. Project phase will ensure prerequisite deliverables and tasks will be completed and approved by HDOA before moving on to the next set of dependent deliverables and tasks in the project plan. HDOA may adjust and finalize the project deliverables and deliverable precedence and timing as necessary according to the finalized project work plan, scheduling, and timeline. Project plan deliverables shall be executed by contract for each 12 month period.

B. MAINTENANCE

1. Application Maintenance

Contractor shall provide maintenance for twenty-four (24) months for the Animal Information System (AIS) and associated applications in accordance with the Specifications, Scope of Work, Special Provisions and the attached General Conditions.

2. Service Requests

EXAMPLE



Attachment - S1

STATE OF HAWAII SCOPE OF SERVICES

All Service Requests will be submitted by State utilizing phone, e-mail or other online problem tracking system. State will designate individual users authorized to submit Service Requests and communicate problems and questions. Technical Support for issues related to Software Product functionality will be available during normal working hours. Contractor shall respond to hardware and software problems that prevent or limit the State's ability to perform its work in a timely manner. Contractor shall insure that such problems are addressed and resolved in the shortest timeframe possible.

Response times to Service Requests are measured from receipt of the Service Request to acknowledgement and assignment of a Service Request to the appropriate Contractor resources for remediation of the request. All Service Requests are unique and depending on severity and complexity will require differing resources and time to resolve. As such this table does not indicate the duration or resource hours necessary to address a Service Request to its resolution. The following table outlines the service levels of the various services provided by State based on the severity of the Service Request received. State is responsible for categorizing Service Requests according to severity prior to submission to Contractor. Severity assigned to a Service Request will dictate the response times to the Service Request.

Response times for requests based on severity shall be as follows:

Severity	Severity Definition	Time to Respond	Coverage
1	Critical business impact or system down: Business critical functionality is inoperable or critical interface has failed. Applies to production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 30 minutes	7:30 am - 8:00 pm, 365 days a year; consultant will work continuously to resolve or implement acceptable workaround

EXAMPLE

Attachment - S1



STATE OF HAWAII SCOPE OF SERVICES

2	Significant business impact: service business feature or function of the service is severely restricted in its use causing significantly delay in processing	Within 2 hours	7:30 am - 8:00 pm, 365 days a year; consultant will work continuously to resolve or implement acceptable workaround
3	Minor business impact: Indicates the service or functionality is usable but not as designed and it is not a critical impact on operations.	Within 4 hours	7:30 am - 8:00 pm, 365 days a year

All services provided shall be in accordance with the RFP, including its attachments and any addenda which are attached.



EXHIBIT 4



Attachment – S2

STATE OF HAWAII COMPENSATION AND PAYMENT SCHEDULE

TEXT TO BE ADDED

EXHIBIT 5

EXAMPLE



Attachment – S3

STATE OF HAWAII TIME OF PERFORMANCE

The services provided for Development, Design, Support and Deployment detailed in S1 Scope of Services under the terms of this contract shall be completed in 24 months. Contractor shall enter into a written contract for each 12- month period that details the work and phases to be delivered during that period.

Unless terminated, the Contractor and the State may extend the term of the contract for Development, Design, Support and Deployment services for additional system improvements for an additional period of up to 24 months or portions thereof without the necessity of re-bidding, upon mutual agreement in writing prior to the expiration of the contract. The contract price paid to the Contractor for additional Development, Design, Support and Deployment services for additional system improvements for the extended period shall remain the same or at a lesser rate.

If mutually agreed upon by the state and contractor, maintenance services may be extended for up to 3 (three) additional 24- month periods. The contract price or commission paid to the Contractor for the extended period shall remain the same or at a lesser rate.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the contracted parties.

EXHIBIT 6

EXAMPLE

Attachment – S4



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. **By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”),***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

Signature

Sharon Hurd

(Print Name)

Chairperson, Board of Agriculture

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. **By the Director of DHRD, State of Hawaii.**

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

Signature

(Print Name)

(Print Title, if designee of the Director of DHRD)

(Date)

EXHIBIT 7

EXAMPLE



Attachment – S5

STATE OF HAWAII

SPECIAL CONDITIONS

SPECIAL CONDITIONS

Minimal Interruption

All work performed shall minimally impact the operation and use of the AIS. Any work that may create downtime must be approved by the Contract Administrator or designee before-hand and shall be planned to minimize effect on users.

Estimated Hours

The number of hours in this contract is estimated at _____ (____) hours total for each twelve (12) month period. The actual hours are not guaranteed and may be less.

Term

Unless terminated, and subject to funds, the contract may be extended for not more than one additional 24-month period or portion thereof, for development, design, support and deployment services for AIS at the same rate, without rebidding, upon agreement in writing.

Unless terminated, and subject to funds, the contract may be extended for not more than three additional 24-month periods or fraction thereof, for maintenance services for AIS at the same rate, without rebidding, upon agreement in writing.

1. SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

2. CONTRACT EXECUTION

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

3. INSURANCE

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

- a. Commercial General Liability Insurance

EXAMPLE



Attachment – S5

STATE OF HAWAII SPECIAL CONDITIONS

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

b. Automobile Liability Insurance

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

c. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

d. The Contractor shall deposit with HDOA, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the HDOA that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the HDOA during the entire term of the Contract. Upon request by the HDOA, the Contractor shall furnish a copy of the policy or policies.

e. The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

f. The certificates of insurance shall contain the following clauses:

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

ii. "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."

EXAMPLE



Attachment – S5

STATE OF HAWAII

SPECIAL CONDITIONS

- iii. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

4. PAYMENT

Payments shall be made to the Contractor as provided in written contract, S2 Compensation and Payment Schedule. Payments shall be in monthly payments upon presentation of original invoices from the CONTRACTOR at the end of each month indicating the work required under the contract for that period has been performed. HRS Section 103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract 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 award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5. ADDITIONAL TERMS AND CONDITIONS

All written and electronic files and products become the property of the State of Hawaii

6. ACCEPTANCE AND TESTING

A product which does not meet all the requirements detailed in the scope of work, special provisions and general conditions shall not be accepted.

EXAMPLE



Attachment – S5

STATE OF HAWAII SPECIAL CONDITIONS

- iii. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

4. PAYMENT

Payments shall be made to the Contractor as provided in written contract, S2 Compensation and Payment Schedule. Payments shall be in monthly payments upon presentation of original invoices from the CONTRACTOR at the end of each month indicating the work required under the contract for that period has been performed. HRS Section 103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract 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 award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5. ADDITIONAL TERMS AND CONDITIONS

All written and electronic files and products become the property of the State of Hawaii

6. ACCEPTANCE AND TESTING

A product which does not meet all the requirements detailed in the scope of work, special provisions and general conditions shall not be accepted.

EXHIBIT 8

EXAMPLE

GENERAL CONDITIONS

Table of Contents

	<u>Page(s)</u>
1. Coordination of Services by the STATE.....	2
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.....	2
3. Personnel Requirements	3
4. Nondiscrimination	3
5. Conflicts of Interest	3
6. Subcontracts and Assignments	3
7. Indemnification and Defense.....	4
8. Cost of Litigation.....	4
9. Liquidated Damages	4
10. STATE'S Right of Offset.....	4
11. Disputes	4
12. Suspension of Contract.....	4
13. Termination for Default.....	5
14. Termination for Convenience.....	6
15. Claims Based on the Agency Procurement Officer's Actions or Omissions.....	8
16. Costs and Expenses	8
17. Payment Procedures; Final Payment; Tax Clearance.....	9
18. Federal Funds	9
19. Modifications of Contract.....	9
20. Change Order.....	10
21. Price Adjustment	11
22. Variation in Quantity for Definite Quantity Contracts.....	11
23. Changes in Cost-Reimbursement Contract.....	11
24. Confidentiality of Material	12
25. Publicity.....	12
26. Ownership Rights and Copyright	12
27. Liens and Warranties.....	12
28. Audit of Books and Records of the CONTRACTOR.....	13
29. Cost or Pricing Data	13
30. Audit of Cost or Pricing Data	13
31. Records Retention.....	13
32. Antitrust Claims.....	13
33. Patented Articles.....	13
34. Governing Law.....	14
35. Compliance with Laws	14
36. Conflict between General Conditions and Procurement Rules	14
37. Entire Contract.....	14
38. Severability	14
39. Waiver	14
40. Pollution Control	14
41. Campaign Contributions.....	14
42. Confidentiality of Personal Information.....	14

DISPLAYING Pg 1 of 14
Entire AG008 included in
actual contract