



RELEASE DATE: January 10, 2025

The State of Hawaii
Department of Budget and Finance
Request for Proposals
Solicitation B&F RFP 2025-01
Budget Management System

OFFERS ARE DUE AT 4:00PM, HAWAII STANDARD TIME (HST) ON
February 25, 2025

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

BY SUBMISSION TO THE STATE OF HAWAII EPROCUREMENT SYSTEM (HiEPRO)

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

Scott Kami

TELEPHONE: (808) 586-1630

EMAIL: scott.a.kami@hawaii.gov

Luis P. Salaveria
Director of Finance
Department of Budget and Finance

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1. General Information

1.1 Purpose

The Department of Budget and Finance (the Department), State of Hawaii (State), is soliciting Proposals from Offerors with the capability to meet the requirements for software and consulting services needed to implement a new software system environment (System), that addresses the Department's budget preparation and management needs. The scope of the Offeror's response shall include at a minimum:

- Providing a system that meets the State's functional and technical needs
- Converting the State's existing forms and processes into a digital system
- Working with the State to redesign business processes that will be more efficient and make the best use of the system
- Providing subject matter expertise on the technical functionality of the system
- Providing the State with project management services for implementing the system
- Leading testing, training, and post-go-live support efforts
- Enabling State staff to operate and maintain the system post go-live

In addition to soliciting written responses, this document offers guidance to assist Offerors in preparing their responses and is designed to make the evaluation and comparison process clear and transparent. In that regard, this RFP:

- Solicits recommendations and commitments from the Offerors based on information provided.
- Specifies the format and content of Proposals.
- Outlines the Department's evaluation and award procedures.
- Establishes a schedule for the preparation and submission of Proposals.

This RFP and the selected Proposal will be incorporated into the contract resulting from this solicitation.

The Department expects the System to go live by March 31, 2026, at the latest. Please reference Attachment D - Outline of Budget Management System Dates for Operational Usage for the timeline of when the Department expects to use the functionality of the System.

1.2 Schedule and Significant Dates

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

Table 01: Schedule and Significant Dates

Event	Date
Solicitation Release	1/10/2025
Pre-Proposal Conference	1/21/2025; 10:30 AM
Question Submittal Deadline	2/03/2025; 4:00 PM
Answers to Questions	2/10/2025; 4:00 PM
Proposal Due Date and Time	2/25/2025; 4:00 PM
Evaluations	2/26/2025 – 4/14/2025
Anticipated Award Date	4/15/2025

1.3 Background

1.3.1 Description of the Department of Budget and Finance

The Department consists of three divisions and one office: the Administrative and Research Office (ARO), the Budget, Program Planning and Management Division (BPPMD), Financial Administration Division (FAD) and the Office of Federal Awards Management (OFAM). Below is a brief description of each division and office.

ARO: plans, directs, and coordinates programs, services, and functions for the Department. The ARO provides services in budget, organizational management, procurement, financial accounting management, and systems analyses and formulates policies, procedures, and guidelines in support of the department’s programs and attached agencies. ARO also administers a personnel management program and assists in all functional areas of personnel management to the Department’s administration, programs, and employees.

BPPMD: optimizes the expenditure of all public funds by assisting State agencies in improving the operational effectiveness of their programs and the effectiveness of agency budgeting. The BPPMD is also responsible for preparing and monitoring the State’s short- and long-range financial plans and strategies. The BPPMD coordinates studies and evaluations of the effectiveness of State programs; analyzes and assists departments in improving management systems, policies, and procedures; develops both a format and procedure for a statewide program structure; reviews requests for reorganization; and provides fiscal and budgetary support in statewide collective bargaining negotiations. The BPPMD also coordinates the State’s capital improvement program; carries out the budgetary and fiscal policies and statutory requirements of State government; reviews program plans and coordinates preparation of the executive budget that is submitted to the Legislature; and supervises and controls the budget appropriations authorized by the Legislature.

FAD: is responsible for planning, directing, and coordinating the development of the State’s plans and

strategies relative to cash management, investments, and bond financing. The FAD oversees the State's financial affairs, by continually monitoring and evaluating the State's overall financial condition, i.e., the status of various general, special, and bond funds; the State's level of debt and related credit rating; cash condition; and effectiveness of investment instruments. The FAD plans, monitors and manages the issuances of State bonds; determines the State's investment policies and strategies; invests State funds within established policies, statutes, and guidelines; accounts for all State treasury deposits and disbursements; and administers the State's debt activities including maintaining accounting records; paying bond and coupon holders; and assisting bondholders with lost, stolen, defaced, or destroyed bonds or coupons. The Division also administers the State's Unclaimed Property Program and the State's 529 College Savings Program, called HI529.

OFAM: is responsible for planning, organizing, directing, coordinating, and conducting, federal award activities to advance the management, administration, and oversight of federal awards made to Executive State departments and agencies.

1.3.2 Functional Background

The overall goal of this RFP is to leverage modern technology and achieve greater effectiveness and efficiencies by evaluating business processes and integrating technology to improve the Department's existing operations. The Department plans to replace the State's current budget management systems, while providing useful budgeting tools for operating and capital improvement programs (CIP) to improve the budget preparation and execution processes.

Refer to Appendix A – Current Budget Systems for a complete list and description of budget systems currently used by the State and related information on business processes each system is used to complete.

Refer to the Department's website and other related web pages below for the templates and samples of budget forms currently being used by the State:

Department of Budget and Finance webpage:

<https://budget.hawaii.gov/>

Budget webpage (includes links to the Executive Biennium and Supplemental Budgets, Program Structure, Variance Report and Program Memoranda):

<https://budget.hawaii.gov/budget/>

Budget Preparation Finance Memorandum No. 24-10, Fiscal Biennium 2025-27 Executive Budget Request and the Program and Financial Plan for the Period 2025-31:

<https://budget.hawaii.gov/statewide-policies/fm-2024/>

Budget Execution Executive Memorandum No. 24-04, FY 25 Budget Execution Policies and Instructions:

<https://budget.hawaii.gov/statewide-policies/executivememorandums/em-2024/>

Complete list and templates of budget forms:

<https://budget.hawaii.gov/budget/budget-forms/>

Additional Budget Non-Tax Revenue Report not included in other links provided:
https://files.hawaii.gov/tax/useful/cor/2024qf09-05_attach_2.pdf

1.4 Contract Type

The initial contract price will be based on prices submitted by the selected Offeror and shall remain firm for the initial term of the contract. The contract resulting from this RFP will be in the format and the content satisfactory to the Department and will include, without limitation, the terms and conditions provided for in this RFP, any sample agreement provided by the Department, and any other terms and conditions the Department deems necessary and appropriate. The resulting contract will be firm fixed-fee contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the resulting contract will be in accordance with applicable standards from the financial information software industry and deliverables outlined in the scope of work.

1.5 Responsibilities

While the Department intends to have functional and technical resources available during Project implementation, the Department does not anticipate dedicating staff full time to the implementation. This applies to both internal functional resources as well as internal technical resources. It is anticipated that some functional leads will serve as a functional lead, or a subject matter expert, across one or more modules during the implementation process.

The Department is considering staffing availability during both the implementation process as well as during the post-implementation process of supporting the software. Offerors are encouraged to submit questions to the Department during the RFP questions period to solicit additional information as is necessary to adequately estimate the resource commitments that would be expected of the Department during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Offeror.

Offerors should clearly indicate in the Proposal responses the estimated level of Department resource involvement in the implementation process, to allow the Department to adequately plan. The Department will utilize the response to Offerors' Resource Hour Estimates in Tab 4 – as an input into the staffing plan the Department develops.

1.6 Satisfactory Evidence of Organizational and Financial Stability

In addition to the information required in Attachment A - Proposal Forms; Company Background and History, Offeror (and each subcontractor of Offeror) is required to provide satisfactory evidence of organizational and financial stability. Offerors who do not submit this information or at the sole determination of the Department do not have the requisite level of organizational and financial stability will be excluded from further consideration in the evaluation.

- Legal Name: The Offeror is requested to submit its Proposal using the Offeror's exact legal name as registered with the Internal Revenue Service.
- Company profile, location, and organizational structure (including identification of officers and

key management).

- Company financial statements (prefer audited financial statements) for the past three years of operation (or for however long the company has been in existence—whichever is less) which can include but is not limited to revenue, income, expense, profit, debt, equity, and other ratio indicators.
- This information should be provided in Tab 1 of the Offeror's Proposal.

1.7 Period of Performance

The initial term of the Contract between the Department and the Contractor shall be for approximately two (2) years. The Department anticipates that the initial contract will start June 1, 2025.

The State may extend the contract for an additional eight (8) years. The Contract shall not exceed a total term of ten (10) years.

1.8 Contracting Office and Designated Personnel

The Department is the issuing agency for this document and all subsequent addenda relating to it. The Department reference number for the transaction is B&F RFP 2025-01. This number must be referred to in all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) during this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. Offerors (including agents of Offerors) shall not contact any Department employee to discuss or ask questions regarding the content of this RFP, except as instructed and specified in this RFP. The POC designated by the Department is:

Scott Kami
Special Project Manager
Department of Budget and Finance
250 South Hotel Street Honolulu, Hawaii 96813
scott.a.kami@hawaii.gov Phone: (808) 586-1630

Other State personnel involved in this RFP are as follows:

Head of Purchasing Agency (HOPA)
Luis P. Salaveria, Director of Finance

1.9 Definitions

The following definitions apply to this solicitation.

BAFO means Best and Final Offer

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

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

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

Hawaii Revised Statutes (HRS) means the codified laws of the State of Hawaii.

HOPA is the Head of Purchasing Agency

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

Proposal means the official written response submitted by an Offeror in response to this Request for Proposals.

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

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

Subcontractor means a contractor contracted for work by the prime Contractor.

2. Solicitation Information

2.1 Governing Laws and Regulations for RFP Process

This RFP is issued under the provisions of Chapter 103D, Hawaii Revised Statutes, and the implementing HAR. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a Proposal by any prospective Offeror shall constitute a representation of such knowledge on the part of such prospective Offeror.

This procurement is conducted by the Department in accordance with the State Procurement Code. Information about the State Procurement Office (SPO) and its governing laws are available at <http://spo.hawaii.gov/>

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

2.2 Electronic Procurement

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

The Department will use HlePRO to issue the RFP, receive Proposals, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the Department through HlePRO, including additions or changes with respect to the dates in Section 1.2 Schedule and Significant Dates. The Department is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.

NOTE: THERE IS NO FEE TO REGISTER IN HlePRO OR TO SUBMIT AN OFFER. THE AWARDED CONTRACTOR SHALL BE SUBJECT TO A ONE-TIME HlePRO FEE OF .75% OF THE AWARD AMOUNT OR \$5,000.00, WHICHEVER IS LESS.

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

The HlePRO system only allows a vendor to submit once. The vendor can choose to submit multiple Proposals within a single submission. For example, Proposal A, Proposal B, Proposal C. Each of the attachments should clearly identify which Proposal it belongs to. Each Proposal shall be complete and able to stand on its own merit. Vendors are reminded that a file cannot exceed 100 MB, but there is no limit to the number of files that can be uploaded.

Offerors are advised that they should not wait until the last minute to submit their Proposal on HlePRO. Offerors should allow ample time to review their submitted Proposal, including attachments, prior to the Proposal deadline.

FOR THE PURPOSES OF THIS RFP ALL OFFERORS SHALL SUBMIT A \$1.00 PRICE IN HIEPRO. THE AWARD AMOUNT WILL BE CORRECTED ONCE A SELECTION HAS BEEN MADE AND THE SOLICITATION AWARDED.

2.3 RFP Addenda

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

The Department accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor HiePRO to obtain RFP addenda or other information relating to the RFP.

2.4 Pre-Proposal Conference

A non-mandatory, pre-Proposal electronic conference will be held at the date and time stated in Section 1.2 via web conference. If you plan to attend this Teams conference, please send your request to attend to the POC, Scott Kami (scott.a.kami@hawaii.gov). Individual Teams invites will be sent to you. A summary of the pre-Proposal conference will be provided via an addendum posted in HiePRO.

2.5 Questions Regarding RFP Contents

If a prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent the Offeror from providing a meaningful Offer, the Offeror shall submit questions through HiePRO requesting clarification on or before the deadline for doing so in Section 1.2 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.2 Schedule and Significant Dates. The State may issue addenda in response to written questions received regarding the RFP.

2.6 Electronic Submission Questions

All questions must be submitted through HiePRO. Questions must be submitted by the question deadline date and time shown in Section 1.2 Schedule and Significant Dates. Answers will be given via HiePRO as noted in Section 1.2 Schedule and Significant Dates.

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

2.7 Cancellation of Procurement and Proposal Rejection

The inquiry made through this RFP implies no obligation on the part of the Department. This RFP does not constitute an offer or a contract with any Offeror or other party. The Department reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in Proposals received, deemed to be in the best interest of the Department or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Offerors will be rejected. The Department may reject any Proposal that is not responsive to all the material and substantial terms, conditions, and

performance requirements of this RFP.

2.8 Firm Offers

Unless otherwise specified, all Proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving Proposals. At the end of the 180 calendar days, the Proposals may be withdrawn at the written request of the Offeror. If the Proposals are not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

2.9 Right to Accept All or Portion of Proposal Awarded

The Department further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the Department reserves the right to make one or more awards to competing Offerors for subsets of functionality as a result of this RFP. The Department also reserves the right to refrain from making an award if it determines it to be in its best interest. The Department reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The Department reserves the right to create a Project of lesser or greater expense than described in this RFP or the Offeror's reply, based on the component prices or scope submitted. The Department reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the Department.

2.10 Ownership or Disposition of Proposals and Other Materials Submitted

Due care and diligence have been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The Department, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Offerors or their representatives to verify the information herein and to determine the full extent of that exposure.

All costs, including travel for demonstrations—if applicable—incurred by the Offeror in preparing or submitting a Proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The State shall not reimburse such costs. All Proposals become the property of the State of Hawaii.

2.11 Prequalification of Offerors

The Department has not employed a prequalification process. No Offerors are either prequalified or precluded from responding to this RFP.

2.12 Responsibility of Offerors

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

- Chapter 237, HRS, General Excise Tax Law
- Chapter 383, HRS, Hawaii Employment Security Law

- Chapter 386, HRS, Worker's Compensation Law
- Chapter 392, HRS, Temporary Disability Insurance
- Chapter 393, HRS, Prepaid Health Care Act
- §103D-310(c), HRS, Certificate of Good Standing (COGS) for entities doing business in the State

2.12.1 Hawaii Compliance Express (HCE)

Offerors may use the HCE which is an electronic system that allows persons or entities doing business with the State of Hawaii to quickly 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 the Department of Commerce and Consumer Affairs.

Offerors intending to use HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov/hce/>. The annual registration fee is \$12.00, and the Certificate of Vendor Compliance is due upon award of contract. Continued compliance is required throughout the term of the contract and at the final payment date.

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

2.12.2 Chapter 237, HRS, Tax Clearance Requirement for Award

Pursuant to Section 103D-328, HRS, the 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 shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. The Tax Clearance Application, Form A-6, and its completion and filing instructions are available on the DOTAX website <https://tax.hawaii.gov/forms/>.

2.12.3 Chapters 383, HRS, (Unemployment Insurance), 386, HRS, (Workers' Compensation), 392, HRS, (Temporary Disability Insurance) and 393, HRS, (Prepaid Health Care) Requirements for Award

Pursuant to Chapter 103D-310(c), HRS, the 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.

The DLIR Form LIR27 Application for Certificate of Compliance with Chapter 3-122-112, HAR, and its filing instructions are available on the DLIR website <https://labor.hawaii.gov/forms/>.

2.12.4 Chapter 103D-310(c), HRS, For an Entity Doing Business in the State

The Offeror shall be required to submit at time of award of contract a Certificate of Good Standing

(COGS) issued by the Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The certificate is valid for six (6) months from date of issue.

Information regarding online business registration and the COGS is available at <https://cca.hawaii.gov/breg/>.

2.13 Public Examination of Proposals

Pursuant to section 103D-105, Hawaii Revised Statutes, the contract file, except portions the Offeror designates in writing as trade secrets, proprietary data, or other information allowed to be withheld as confidential under chapter 92F, Hawaii Revised Statutes, shall be made available for public inspection upon contract execution.

If a person is denied access to State procurement record(s), the person may appeal such denial to the State Office of Information Practices.

2.14 Debriefing

Pursuant to Section 103D-303(h), HRS, a non-selected Offeror may request a debriefing for information regarding the basis for the source selection decision. A written request for debriefing shall be made within three (3) business days after posting of the award of the contract. To the extent practicable, the Procurement Officer or designee shall hold the debriefing within seven (7) business days of receipt of the written request for a debriefing.

2.15 Protest Procedures

Pursuant to Section 103D-701, HRS, and Section 3-126-3, HAR, an Offeror who is not selected in connection with the solicitation award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer:

Scott Kami
Department of Budget and Finance, Office No. 305
250 South Hotel Street
Honolulu, Hawaii 96813

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

3. Project Scope

3.1 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP at the discretion of the Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Offerors shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with an Offeror’s capability to fully perform all requirements of the RFP include, and may not be limited to experience, integrity, reliability, capacity, and other factors required to provide the services defined by the RFP.

Offerors must have implemented a solution with central budgeting functions for the central budgeting department of a state, municipality, county, city, or province with a population of over 1 million people and annual operating budget appropriations greater than \$1 billion (USD). Provide supporting documentation that you meet this requirement.

3.2 Functional and Technical Areas

The following table contains the list of the required functional and technical areas of the desired future systems environment to be implemented in Rollout 1.

Table 02: Functional and Technical Areas

Rollout 1			
No.	Functional/Technical Area	No.	Functional/Technical Area
1	General - Operating and Capital	2	Capital - General Specifications
3	Operating and Capital - Budget Preparation	4	Operating and Capital - Budget Execution
5	Operating - Budget Execution	6	Capital - Budget Execution
7	Workforce Controls	8	Operating and Capital - Reporting, Querying, and Dashboarding
9	User Interface	10	Workflow
11	Document Management	12	Technical Environment
13	Security	14	Data Conversion
15	Interfaces	16	Reporting, Querying, and Dashboarding
17	Planning and Forecasting		

The List of Functional and Technical Specifications/Capabilities contained in **Attachment B – Budget Management System Specifications** contains the detailed functionality the Department requires within

each functional area in a future system environment, as well as general and technical system specifications, and data conversion and interface scope.

3.3 Deployment Model

The Department has a strong preference toward a SaaS deployment model but may consider other options. In developing Proposals, Offeror’s shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same Proposal (e.g., through a partnership or offered by the same company) the Offeror shall clearly indicate in both the Technical Proposal (Attachment A, Tab 9) and cost Proposal (Attachment C1) the deployment model for each proposed software product.

The Department prefers a hosting location on the West Coast data center in the continental United States with a backup in a different geographical area. Offerors are required to specify the hosting location in Proposal responses, specifically as part of Tab 11 to Proposal responses (please see Attachment A for further instructions).

3.4 Number of Users

The following user counts by functional area contained in the table below are estimates and are provided for planning purposes only. The number of users represents the anticipated future number of users of a new system.

- **Departmental (Core/Power) Users:** This category of users includes those Department staff that will interact with the functional area on a regular basis and conduct core business processes within the system as power users.
- **Customer Department Users:** This category of users includes those Department staff that will interact with the system modules as internal customers by either initiating and editing budget process, reviewing/approving budget workflows, or consuming information (e.g., reviewing departmental budget).

Table 03: Number of Users

User Groups	Number of Users – Rollout 1
The Department: The Department will use the solution to review and approve budget and budget-related requests for budget.	35
Office of Enterprise Technology Services (ETS): ETS will use the solution as administrator/developer to perform database administration/design and maintenance of tables, and assist the client with report writing, modifying, and researching code.	4
Department of Accounting and General Services (DAGS): DAGS will use the solution to review and process operating and CIP allotments and transfers and will utilize system interfaces or outputs to reduce data entry.	10

End-User Departments/Agencies: End-users will use the solution to prepare and submit budget requests and budget- related data. Will also be used to prepare and submit allotment requests.	450
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3.5 Potential Phasing and Target Go-Live Dates

The Department requests that Offerors provide potential start and target go-live dates in Proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource specifications and dependencies between functional areas. These dates are subject to discussion. The Department anticipates following the usage timeline defined in Attachment D - Outline of Budget Management System Dates for Operational Usage, which would require a go-live date of March 31, 2026, at the latest. The State of Hawaii follows a July 1 – June 30 fiscal year, and the budget process begins in April.

3.6 Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements and/or deliverables as listed within the contract that results from the RFP.

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 Section 103-10, HRS, as amended.

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

3.7 Performance Bond

The State will not require the Offeror to provide a performance bond or evidence of its ability to provide a bond as part of its Proposal. However, the State will require the following as indicated in Section 7.1.3 Letter of Credit:

- Letter of Credit

An Offeror who has been awarded the Contract must submit this document in order to complete execution of the Contract.

4. Instructions to Offerors

4.1 Proposal Submission

The following instructions must be followed by Offerors submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in Section 1.2. It will be the sole responsibility of the Offeror to submit its Proposal before the closing deadline.
2. **Electronic Proposals – HlePRO File Formats and Naming:** Proposals must be submitted through the State of Hawaii’s SPO website: <https://hiepro.ehawaii.gov/welcome.html>. The following table provides the required file formats and naming conventions for the electronic media files.
3. **Hard Copy of Proposals:** After submittal of proposal via HlePRO, 5 hard copies shall be delivered to B&F within two business days of the due date with evidence of shipment provided to the point of contact.
4. **Email Proposals:** No emails will be accepted for Proposal submission.

Table 04: Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A and B and any Exhibits/Attachments)	“(Offeror Name)” Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Specifications	“(Offeror Name) Proposal Response to Attachment B”	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments C1 and C2, Offeror’s Standard Travel and Expense Policy, and any Appendices)	“(Offeror Name)” Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	“(Offeror Name) Proposal Response to Attachment C1”	To be submitted in Microsoft Excel format, in addition to above PDF format

5. **Amendment of Proposals:** Offerors may amend Proposals any time prior to the deadline set for receipt of Proposals. In the event an Addenda is issued, and an Offeror has previously submitted a Proposal in response to this RFP, the Offeror may amend its Proposal.
6. **Confidential Information:** Offerors shall clearly mark any information or graphics that are

considered to be confidential as such within Proposal submissions. Any such designation as confidential shall be specific as to the portions of the Proposal deemed confidential by the Offeror, and not the entire Proposal response.

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

4.2 Technical Proposal Organization Guidelines

Offerors are instructed to insert the completed Tab forms (**Attachment A – Proposal Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The Department expects that Offerors will include additional Proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Table 05: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction and Relevant Experience
Tab 2	Key Proposed Personnel and Team Organization
Tab 3	References
Tab 4	Project Approach and Implementation Methodology
Tab 5	Project Schedule
Tab 6	Data Conversion Plan
Tab 7	Testing and Quality Assurance Plan
Tab 8	Training Plan
Tab 9	Software Solution
Tab 10	System and Application Architecture
Tab 11	Security and Software Hosting
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Specifications Response

4.3 Content for Tabs 1 – 14

4.3.1 Attachment A: Tabs 1 – 13

Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and specifications for the Offeror as it relates to the documents to be submitted as their RFP response and Services required for the Project. Offerors are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding

Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Offerors are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their Proposal response to each Tab section. Offerors are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Offeror and inserted into each applicable tab of the RFP response (Tab 1 – 13).

4.3.2 Attachment B: Tab 14

Attachment B – Functional and Technical Specifications/Capabilities is an Excel document that provides detailed specifications and capabilities related to software features and functions, as well as potential interfaces and data conversion specifications. This tab is to include Offeror's response as detailed in Attachment B – Functional and Technical Specifications/Capabilities, which is an Excel document to be filled out by the Offeror. Offerors are to provide Attachment B in both Excel and PDF format appended to the responses to Attachment A Tabs 1- 14.

4.3.3 Proposal Supplements

Any Offeror-submitted materials or documentation not specifically requested through this RFP may be included as supplements to the Proposal.

4.4 Price Proposal

The Offeror's price Proposal shall consist of two sections, as further described below:

- The completed cost worksheets as contained in **Attachment C1 – Cost Worksheets**. Offerors shall not modify the worksheets in any way.
- A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative**, including:
 - o The Offeror's pricing as provided in Offeror's standard quoting/pricing format.
 - o The Offeror's standard travel and expense policy.

5. Evaluation and Award

5.1 Evaluation Process

This solicitation is not a bid process, nor will it follow a lowest-priced responsive Proposal process but will be based on the most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

The following subsection outlines the Proposal evaluation process the Department has identified. The Department reserves the right to deviate from this process at its own discretion, and to (1) discuss any and all elements of the RFP, (2) amend, modify, or withdraw, in whole or part, this RFP if the Department deems it is in its best interest to do so, (3) revise any requirements under the RFP, (4) require supplemental statements of information or clarification from any Offeror Proposal without changing the terms of the RFP (5) extend the deadline for submission of Proposals, and/or (6) award this project in whole or in part to an Offeror in accordance with Section 5.7 of this RFP. The Department may exercise the foregoing rights at any time without notice and without liability to any Offeror, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- **Offerors Priority List:** The Evaluation Committee will initially review and evaluate each Proposal received to determine the Offeror's ability to meet the requirements of the Department. The Evaluation Committee will determine the Offerors best suited to meet the needs of the Department based on the scoring of the Evaluation Criteria. These Offerors will form the Offeror Priority List.
- **Offeror Demonstrations:** The Department, at its sole discretion, reserves the right to have system demonstrations with those Offerors on the Offeror Priority List. Demonstrations may be conducted at the Department offices or via web conference. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration specifications will be provided with the invitation to participate in demonstrations. A pre-demonstration Offeror teleconference will take place for those Offerors that have been priority listed, and Offerors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Priority-listed Offerors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality. The proposed version of the software must be shown and must not include any software that is under development or in beta testing. Evaluation Committee members will evaluate the demonstrations.
- **Reference Checks:** The Department will employ a process of contacting references provided through Offerors' Proposals. This process may include written questionnaires, teleconference meetings, web conferences, or in-person meetings with references. The Department reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.

5.2 Clarification and Discussion of Proposals

The Department may request clarifications and conduct discussions with priority-listed vendors that submit a Proposal, including requesting additional information. The Department reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the Evaluation Committee, and which will best serve the Department's business and operational requirements—considering the Evaluation Criteria set forth below. Offerors shall be available for a system demonstration to the Department staff on dates specified in Section 1.2 or as otherwise requested by the Department. Failure of an Offeror to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The Department reserves the right to waive irregularities in Proposal content or to request supplemental information from Offerors.

5.3 Alternate Proposals, Partnerships and Offerors of Subsets of Functionality

5.3.1 Alternate Proposals:

- Offerors may submit multiple Proposals for evaluation. For example, if an Offeror offers one or more “branded” products that may meet the needs of the Department they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- Refer to Section 2.2 for instructions on submitting multiple Proposals.

5.3.2 Partnerships:

- Offerors may establish partnership relationships to fully provide all requirements defined by the RFP.
- Offerors engaged in a partnership relationship shall submit a single Proposal in response to this RFP.
- Partnership relationships including roles and responsibilities shall be clearly defined by Proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Offeror.
 - Each Offeror engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Offeror shall provide references including resumes of key project members who will be assigned to the project, and each Offeror shall respond to the Company Background and History questions.
 - The Offeror shall be responsible for all statements and commitments made in their proposal.

5.3.3 Offerors of Subsets of Functionality:

As part of this process, the Department will not be allowing Offerors to submit point solutions.

5.4 Evaluation Criteria

5.4.1 Evaluation Process

As described in the preceding Evaluation process subsection, the Department intends to follow a cumulative approach to scoring based on key evaluation activities (e.g., scoring is conducted in a progressive manner, following various steps in the process). The Department hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Offeror Proposals shall be evaluated in accordance with the following criteria, subject to variation via amendment at the sole discretion of the Department. For each scoring category, examples of scoring considerations are provided. The scoring evaluations may include—but not be limited to—the examples provided.

The Department intends to utilize the Evaluation Criteria presented in Table 06 following the Evaluation Team’s review of Proposals.

Table 06: Evaluation Criteria

Criteria	Description	Points
Company and Project Team Experience and Qualifications	<ul style="list-style-type: none"> • The Offeror’s experience delivering the services requested in the RFP. • The Offeror’s experience with similar implementations for comparable organizations. • The Offeror’s experience deploying comparable interfaces to the Department’s related applications. • The experience of Offeror’s named staff delivering services requested in the RFP. • The experience of Offeror’s named staff with similar implementations for comparable organizations. • The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. • Financial Standing of the Offeror. 	20
Implementation/Approach	<ul style="list-style-type: none"> • The described approach to implement an enterprise system to achieve the Department’s goals and objectives. • The alignment of the proposed implementation timeline to the Department’s desired timeline. • The distribution of implementation tasks among the Department and Offeror teams. • The proposed resources hours among the Department and 	25

Criteria	Description	Points
	Offeror teams. <ul style="list-style-type: none"> The Offeror's approach to key implementation tasks including but not limited to data conversion, testing, and training. The Offeror's planned ongoing support and maintenance services. 	
Functional and Technical Specifications	These criteria are the following: <ul style="list-style-type: none"> The Offeror's written responses to the Functional and Technical Specifications for proposed functional areas and overall software solution. The ability for the proposed software to integrate with the Department systems environment. Alignment of the proposed software to the Department's preferred technical specifications. The Offeror's written response to each Potential Interface. The level of integration among proposed functional areas. 	45
Agreement to Special Conditions, General Conditions and Any Other Conditions	This criterion considers the extent of modifications requested, if any, to the State's Special Conditions, General Conditions, and any other conditions stated in the RFP.	20

5.4.2 Cost Point Allocation

The Department will evaluate cost Proposals based upon the criterion in Table 07. Cost points will be applied at the timing in the evaluation process as determined by the Evaluation Team. The Department reserves the right to review cost Proposals at any stage in the process to help ensure pricing is within internal budget planning ranges.

5.4.3 Cost Points Conversion

In converting cost to points, the lowest total cost will automatically receive the maximum number of points allocated to cost. The point allocations for cost for each of the other Offerors shall be determined as follows: [Lowest total cost] multiplied by [maximum number of points possible] divided by [Offeror's proposed cost] = Number of cost points awarded.

Table 07: Cost Point Criteria

Criteria	Description	Points
Cost	This criterion considers the price of the software licensing services, and terms of any offered ongoing maintenance and support.	40

5.4.4 Demonstration Evaluation Criteria

The Department intends to utilize the criteria presented in Table 08 following the demonstrations by Priority List Offerors.

Table 08: Evaluation Criteria for Demonstration

Criteria	Description	Points
Demonstration	<ul style="list-style-type: none"> •Demonstration scripts. •Technical Discussion as part of the Offeror presentations. •Approach discussion as part of the Offeror presentations. •Company overview and experience as part of the Offeror presentations. 	30

5.4.5 Reference Evaluation Criteria for Priority-Listed Offerors

The Department intends to utilize the criteria presented in Table 09 following the completion of reference checks and any site visit.

Table 09: Reference Evaluation Criteria for Priority-Listed Offerors

Criteria	Description	Points
Reference Feedback	Comparable Reference feedback	20

Table 10: Total Possible Points

Description	Points
Total Possible Points	200

5.5 Best and Final Offers

A BAFO process may be initiated if it is determined to be in the best interest of the Department. Such process may be initiated following the identification of the Offeror Priority List or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the Department’s best interest. This request shall be issued in an addendum which will provide guidance and additional instructions. BAFOs shall be submitted to the Department POC via HlePRO on or before the deadline provided in the addenda. If a priority-listed Offeror does not submit a BAFO, its last submitted offer shall be deemed to be its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation

Criteria set forth in Section 5.4 Evaluation Criteria.

5.6 Discussions

The Department may discuss with the Offeror of the highest-ranked Proposal. If any Offeror fails to discuss in good faith, the Department may terminate discussions and discuss with the Offeror of the next highest-ranked Proposal or terminate discussions with any or all Offerors. If contract discussions are commenced, they may be held at the Department office locations or via teleconference. If contract discussions are held, the Offeror will be responsible for all of Offeror's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

If the selected Offeror:

- Fails to provide the information required to begin discussions in a timely manner.
- Fails to discuss in good faith.
- Indicates it cannot perform the contract within the designated time frames or within budgeted funds available for the Project.
- Cannot come to terms with the Department after good faith efforts to come to terms;

then the Department may terminate discussions with the Offeror initially selected and commence discussions with the next highest-ranked Offeror. At any point in the discussion process, the Department may, at its sole discretion, terminate discussions with any or all Offerors.

5.7 Notice of Award of Contract

A Notice of Award of Contract shall be made to the responsible Offeror whose Proposal is determined the most advantageous to the Department, taking into consideration all the evaluation factors set forth in this RFP.

The Notice of Award shall be made on HlePRO.

If an award is accepted, the successful Offeror will be required to enter into a formal contract with the Department. The contract shall include or be deemed to incorporate this RFP, all addenda, the selected Offeror's Proposal and/or BAFO, General Conditions, Special Conditions, and other terms as may be agreed to by the Department and the selected Offeror. To the extent that the RFP and the successful Offeror's Proposal and/or BAFO conflict, terms of the RFP shall govern.

5.8 Contract Execution

The successful Offeror shall enter into a formal contract (refer to Attachment E – Contract Form and Attachment F - General Conditions). The Department shall have no obligation to accept terms and conditions that vary from the non-negotiable terms and conditions identified in Attachment A – Tab 13 as set forth in Attachment F - General Conditions.

Upon award of the contract, the Department will send the formal contract to the successful Offeror via an

electronic signature process.

The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract discussions, and preparation and approval by the State. Any appeals to the State's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.

No work is to be undertaken by the successful Offeror prior to the commencement date specified in the Notice to Proceed (NTP). The Department is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the successful Offeror prior to the commencement date specified in the NTP. Work will commence on the official commencement date specified on the Notice to Proceed.

No contract shall be considered binding upon the Department until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of appropriation over and above all outstanding contracts that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of a contract. If an option to extend the contract is mutually agreed upon between the parties, a supplemental contract for the additional extension period will be completed between both parties.

In providing services and performing under the contract, the awarded Offeror must act as an independent contractor and not as an agent of the State.

6. Contract Management

6.1 Contract Changes/Price Adjustments

Written requests for price changes, during the implementation process or thereafter, resulting from a change of scope, as initiated, or requested by the Department, must be submitted in writing to the Department via Change Order. Any increase will be based on the Contractor's actual cost increase only, as shown in written documentation. All Change Order requests must be in writing, and must contain data establishing or supporting the increase in cost. At the option of the Department, (1) the request may be granted; (2) the Change Order may be modified to include a greater, or lesser, scope; or (3) the Department and contractor may continue with the Contract without change. The Department will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the Department will issue a supplemental contract to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered, or order was placed. If a price increase is rejected, the Contractor will be notified and, at the option of the Department, the Contract may be (1) canceled and the solicitation may be re-advertised; or (2) continued without change.

All other Contract changes will be effective only on written agreement signed by both parties.

7. Special Conditions

7.1 Contractual Requirements and Terms and Conditions

The following Special Conditions will supplement Attachment E - Contract Form and Attachment F - General Conditions.

7.1.1 Relief Available to the State

7.1.2 Liquidated Damages

In the event of any breach of the contract by the Contractor as defined in Attachment F – General Conditions paragraph 9, liquidated damages shall be assessed against the Contractor in the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per calendar day until the breach is remedied by the Contractor.

7.1.3 Letter of Credit

Value. The Letter of Credit in the amount of 50% of the proposed contract cost shall secure the performance of Contractor, including without limitation performance of the Services in accordance with the Work Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from Contractor's default in performance hereunder or liability caused by Contractor. Contractor may satisfy the obligation to provide a Letter of Credit through provision of one or more Letters of Credit on behalf of Contractor or from various sources. The State will not consider a Letter of Credit amount below 50% of the proposed contract cost.

Payments. The Letter of Credit shall become payable to the State for any outstanding damage assessments made by the State against Contractor. The State reserves the right to review the Letter of Credit prior to its acceptance by the State. Contractor shall maintain a Letter of Credit that has been accepted by the State through the term of the contract. An amount up to the full amounts of the Letter of Credit may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by State as a result of Contractor's breach. State may seek other remedies in addition to this stated liability.

Review and Acceptance by State. Prior to acceptance of the Letter of Credit, the State reserves the right to review and give its acceptance of the Letter of Credit. Contractor shall maintain the Letter of Credit during the term of the contract. Both the initial expense and the annual premiums on the Letter of Credit shall be paid by Contractor. Failure to provide an acceptable Letter of Credit within 30 days of the Effective Date and during the term shall be a material breach of this Contract.

7.1.4 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 Contractor shall provide proof of insurance prior to award for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance is listed as follows:

- A commercial crime policy other equivalent insurance that provides third-party insurance coverage or similar protection to Contractor against forgery, theft, robbery, fraud, dishonest and criminal acts committed by any of the Contractor's employees or independent contractors that causes the State of Hawaii or the Department to sustain monetary loss. The limits of such bond or policy shall be \$5,000,000 per occurrence/claim and in the aggregate.
- 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 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.
- Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 per accident.
- Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.
- Professional Liability Insurance covering all activities under the contract with a minimum of \$5,000,000 per claim and with an aggregated limit of \$10,000,000.
- Cyber Liability/Technology Professional E&O Liability Insurance with limits not less than \$5,000,000 per occurrence/claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad in response to the duties and obligations as is undertaken by the scope of work within this contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall also provide coverage for breach response costs and regulatory fines and penalties and credit monitoring expenses. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.
- The adequacy of the coverage afforded by the Contractor's insurance shall be subject to review by the State of Hawaii and the Department, from time to time, and if it appears that a reasonably prudent person, overseeing a project similar to one specified by this RFP, would require an increase in the limits of liability of such insurance, the Contractor shall, to that extent, take all necessary actions to increase such limits. All the required insurance shall be carried with insurance carriers that have a general policyholder's rating of not less than A and a financial rating of no less than VII in the most current A.M. Best's Insurance Reports. If the

A.M. Best's ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies. Throughout the term of the entire contract, the Department shall be named as additional insured on all the required policies except for professional liability/errors and omissions and worker's compensation policies. At the commencement of the contract, the Contractor shall provide the Department with certificates of insurance showing that it is carrying all the insurance required hereunder. At or prior to the expiration of all insurance policies required hereunder, the Contractor shall provide Department with certificates of insurance showing the renewal or replacement of such insurance policies. All policies of insurance or the Contractor shall provide that the Department will be given 30 days' notice in writing in advance of any cancelation, lapse, or reduction in the amount of insurance.

The following insurance policies (General Liability and Automobile) required by the contract including a subcontractor's policy, shall contain the following provisions:

- The State of Hawaii is added as an additional insured with respect to the operations performed for the State of Hawaii.
- It is agreed that any insurance maintained by the State of Hawaii and/or the Department will apply in excess of, and not contribute with, insurance provided by the policy.

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental contracts.

Upon the Contractor's execution of the contract, the Contractor agrees to deposit with Department, certificate(s) of insurance necessary to satisfy the Department that the insurance provisions of the contract have been complied with, and to keep such insurance in effect and the certificate(s) therefore on deposit with the Department during the entire term of this contract, including those of its subcontractor(s), where appropriate.

The Contractor shall notify the Department should any insurance be canceled, limited in scope of coverage, or non-renewed within 30 days of such action.

Waiver of Subrogation shall apply to the General Liability, Automobile and Workers' Compensation insurance in favor of the State of Hawaii. When required by the insurer of the Contractor or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, Contractor shall notify the insurer and require that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The Waiver of Subrogation requirement shall not apply to any policy which requires a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Upon request by the Department, the Contractor shall be responsible for furnishing a copy of the policy or policies.

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

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

7.2 Records and Audits

The consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time, and nature of services rendered. These records shall be maintained for a period of six years from the date of the final payment under this Agreement and shall be subject to inspection by the State of Hawaii. The State of Hawaii shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of the State of Hawaii to recover excessive and/or illegal payments.

7.3 Incurred Expenses

There is no express or implied obligation for the State of Hawaii to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the State of Hawaii will not reimburse Respondents for these costs or expenses, nor will the State of Hawaii pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The State of Hawaii is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The State of Hawaii will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.

7.4 Authorized Signatures

The Proposal must be executed personally by the Offeror or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Offeror shall accompany the Proposal to become a valid offer.

7.5 Rights to Submitted Material

It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and Proposals or referencing information submitted in response to this RFP, shall become the property of the State of Hawaii, and will not be returned. The State of Hawaii will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a government entity, the State of Hawaii is subject to making records available for disclosure.

7.6 Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the State of Hawaii for the Offeror's use are the sole property of the State of Hawaii. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the State of Hawaii employees, products, services, prices, operations, security

measures, and subsidiaries. The Offeror and its employees shall keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with the State of Hawaii's approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Offeror's employees, agents, and subcontractors and Offeror shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Offeror, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the State of Hawaii.

7.7 Diligence in Ensuring Value to the State

The State reserves the right and plans to secure a third-party Independent Verification and Validation (IV&V) consultant to assist the State in making sure that activities associated with the system bring value and adhere to all contract requirements.

7.8 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the State of Hawaii, and their respective employees, officers, members, directors and partners; the State of Hawaii's Representative and its employees, officers, members, directors and partners; and the State of Hawaii, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Offerors. Submission of Proposal indicates Offeror's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Offeror acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

7.9 Governing Laws and Regulations for Contracting

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Hawaii. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or State court in the State of Hawaii.

As part of reviewing State statutes and rules, Offerors must review:

- Hawaii Revised Statutes §27-43 (ETS and Chief Information Officer mandate and responsibilities) Administrative Directive No. 18-03 - Program Governance and IV&V Requirements for Enterprise IT Projects
- ETS IT Governance found on the ETS website
- ETS Policies, Standards and Guidelines found on the ETS website

7.10 Non-Discrimination Clause

During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status regarding public assistance. The Contractor and all subcontractors will take affirmative action to help ensure that all

employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demoting, transferring, recruiting or recruitment advertising, laying off, terminating, rates of pay or other forms of compensation, and selecting for training, including apprenticeship.

7.11 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions (“force majeure”). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

The time of completion shall be extended by contract modification for a period equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

7.12 Policy Compliance

The Offeror shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by any provided State of Hawaii policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on the State of Hawaii property at all times while performing duties pursuant to the contract.

The Offeror agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the State of Hawaii.

7.13 Compliance with Federal, State, City, and Local Laws

Proposals must comply with all federal, State, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the Department, or the State of Hawaii, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

7.14 Patents and Copyrights

The successful Offeror agrees to protect the State of Hawaii from claims involving infringements of patents and/or copyrights.

7.15 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.16 Department Property

The use of any and all State of Hawaii property by Contractor or its agents must be approved in advance by the State of Hawaii.

7.17 Rights of Use

The Contractor agrees that the State of Hawaii will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses, and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

7.18 Ownership of Data and Transition

Any and all State of Hawaii data stored on the Contractor's servers or within the Contractor's custody is the sole property of the State of Hawaii. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy, or reproduce the State of Hawaii's data in any manner, or provide to any entity or person outside of the State of Hawaii without the express written authorization of the State of Hawaii.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Contractor shall:

- a. Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the State of Hawaii;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the State of Hawaii may direct, for orderly completion and transition; and
- c. Make available to the State of Hawaii, at no cost, all the State of Hawaii data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or the State of Hawaii request. Such data shall be provided in a machine-readable format as agreed upon by the parties.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the State of Hawaii shall:

- a. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement.

7.19 Data Privacy and Security

Contractor shall comply with all relevant federal, State, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan.

Contractor shall only store and process the State of Hawaii data within the United States. If applicable to the Contract, the Contractor shall back up all the State of Hawaii data daily to an off-site hardened facility.

8. Appendix A – Current Budget Systems

System	Purpose	Usage	User Groups	Usage Period	System Platform/ Version
eANALYTICAL	Update the Program Structure, including measures of effectiveness, target groups and activities, and changes due to new or moved programs, as proposed or to reflect the prior budget act, in preparation for the upcoming biennium budget.	<p>In April, departments use eANALYTICAL to update their program structure and data for Tables A (Planned Levels of Program Effectiveness), B (Projected Target Groups) and C (Program Activities) to reflect their proposed program structure for the upcoming biennium budget. After completion of update by department, the department must submit a PDF file of their proposed program structure to B&F. Each submittal is reviewed by the appropriate B&F analyst in coordination with departmental staff. Any necessary revisions are made on eANALYTICAL by departmental staff or their B&F analyst before submittal to Director of Finance for approval.</p> <p>Each department’s approved program structure provides the starting point for their upcoming biennium budget request. All approved program structures are compiled in the State’s Program Structure document that is posted on the B&F website in December.</p> <p>In November, departments must update eANALYTICAL data for Tables A (Planned Levels of Program Effectiveness), B (Projected Target Groups) and C (Program Activities) to reflect their approved biennium budget request. Data from these tables is interfaced with data from eREV for Reports P62 (Performance Measures and Program Revenues) and P65 (Measures of Effectiveness and Expenditures by Cost Category of Lower-Level Programs) for the PFP.</p> <p>The Tables A, B and C and the data from these tables is uploaded to the mainframe and is also used for the Variance Report.</p> <p>In May - June of the following year, the Program Structure is changed to reflect the budget act, if necessary; however, while programs may be added, moved or deleted and the numerical</p>	All State Departments	<p>April until mid- June of even-numbered years, though changes may be made by departments or B&F analyst until Program Structure updates are approved; and, November, after budget decisions are finalized.</p> <p>Changes made to reflect the biennium or supplemental act are made in May/June following the respective legislative</p>	Red Hat Enterprise Linux (RHEL) Version 8

		sequence of the program structure may change, no measures of effectiveness, target groups or activities are added or changed.		session by the system administrator only; however, no changes to measures of effectiveness, target groups and activities are made.	
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System	Purpose	Usage	User Groups	Usage Period	System Platform / Version
eBUDDI	<p>Update the BJ Details and BJ Summaries to reflect approved budget requests or budget. Operating budget data regarding authorized position ceilings and funding by cost element (personal services, other current expenses, equipment, motor vehicles and leasing) by means of financing can be added, modified, deleted, and summarized on eBUDDI and uploaded to the mainframe.</p>	<p>In July of even-numbered years, an Excel download from the Department of Human Resources' Hawaii Information Portal (HIP) Human Resources Management System (HRMS) is used to update the personnel data for permanent and temporary positions, including updating salaries to include the applicable collective bargaining agreements. The download is reviewed by each department's budget staff for accuracy before being integrated with the BJ details and loaded to eBUDDI by B&F.</p> <p>The following Excel forms are used for operating budget requests and are used for the decision-making process:</p> <ul style="list-style-type: none"> o Budget Ceiling o Form A (Operating Budget Adjustment Request) o Form A - Attachment (Operating Budget Tradeoff and Transfers) o Form B (Department Summary of Operating Budget Adjustment Requests) o Form C (Summary of Current Operating Budget, even-numbered years only) <p>Totals from approved budget requests are generated by cost element and means of financing by the departments to prepare BJ summaries (Program ID level data is required for the budget documents) and B&F analysts for control totals for reconciliation purposes. The BJ summary data is used to produce the P61, P61-A, S61 and S61-A reports on eBUDDI used in the Multiyear Program and Financial Plan and Executive Budget (PFP) or the Supplemental Budget and respective budget bills.</p> <p>After the PFP or Supplemental Budget is compiled, the departments input their BJ details and BJ summaries, if necessary,</p>	<p>All departments except the Department of Education, Department of Transportation, and the University of Hawaii (data from these departments' budget systems is transmitted to B&F and loaded to eBUDDI),</p>	<p>November – December to reflect approved budget requests. May - June to reflect budget act.</p>	<p>RHEL Version 8.</p>

		<p>at the Program ID/organization code level to reflect their approved budget. The PFP or Supplemental Budget is transmitted to the Legislature 30 business days before the start of the legislative session and the BJ details and BJ summaries are uploaded to the IBM® Mainframe to produce Excel files and transmitted to the Legislature as soon as they are completed.</p> <p>In May - June, the BJ summaries and BJ details at the Program ID/organization code level are updated by the departments to reflect the budget act and uploaded to the mainframe upon completion.</p>			
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System	Purpose	Usage	User Groups	Usage Period	System Platform/ Version
eCIP	<p>Prepare capital improvement program (CIP) budget requests, including project titles and descriptions, required appropriations by means of financing, project schedule, projected expenditures, and project justification. CIP project details are also updated reflect approved budget requests or the budget act.</p>	<p>The following request forms, used for the decision-making process, are prepared in eCIP by departments:</p> <ul style="list-style-type: none"> o Table P (Capital Project Details – Appropriations) o Table Q (Capital Project Details – Expenditures) o Table R (Capital Project Information and Justification Sheet) o Form S (Summary of CIP Requests; downloaded in Excel from eCIP for biennium or Supplemental Budget) <p>In addition, the following Excel forms are prepared and submitted for the decision- making process:</p> <ul style="list-style-type: none"> o Form PAB (Questionnaire - General Obligation (G.O.) Bond Appropriations) o Form CIP-Details (Details for Scope of Work of CIP Request for general fund, G.O./G.O. reimbursable bond projects) o Form CIPOp (Estimated Operating Costs Related to CIP Requests) o Form CIPOpB (Department Summary of Estimated Operating Costs Related to CIP Requests) <p>Data for all approved budget requests is maintained (or revised, if necessary) on eCIP and used to generate the B1, B78 and S78 report in November or December to prepare reports required for the PFP or the Supplemental Budget, as appropriate, and the budget bill.</p> <p>During the following May - June, the Table P data is updated by B&F Fiscal Analysis Staff and the Table Q and R data and Form PAB are updated by the departments to reflect the CIP projects appropriated in the budget act. An updated Table R and Form PAB must be submitted with each request for allotment of CIP funds for a project</p> <p>It is sometimes necessary to create Excel versions of Tables P, Q,</p>	All State Departments	<p>September - October to prepare budget requests.</p> <p>November - December to reflect approved budget requests.</p> <p>May - June to reflect the budget act.</p>	RHEL Version 8.

		and R for CIP that is not appropriated in the program appropriations section of the budget act or in a separate act in order to maintain the totals of the program appropriations section and details of the respective projects from the budget act.			
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System	Purpose	Usage	User Groups	Usage Period	System Platform/ Version
eREV	<p>Create quarterly update of revenue estimates for general fund non-tax revenues and non-general fund tax and non-tax revenues for a report and presentation to the Council on Revenues (COR).</p> <p>Revenue projections are updated in coordination with the COR quarterly forecasts pursuant to Chapter 37, HRS, that requires the COR to report estimates each June 1, September 10, January 10, and March 15.</p>	<p>Upon completion of each update by the departments, the B&F's Fiscal Analysis Staff reviews the data for erroneous and significant changes and, as time permits, reviews projections against actual totals from the Department of Accounting and General Services' (DAGS) Datamart system. Data from eREV is uploaded to the mainframe, then a mainframe report is generated and reconciled against eREV data (discrepancies may occur due to coding).</p> <p>Data on the mainframe is reviewed by DAGS Uniform Accounting and Reporting Branch (UARB); UARB informs B&F Fiscal Analysis Staff of discrepancies.</p> <p>The Fiscal Analysis Staff presents the updated projections of general fund non-tax revenues and non-general fund tax and non-tax revenues in a report to the COR, highlighting significant changes from the previous report.</p>	All State Departments	January – February, March – April, July - August, November - December	RHEL Version 8.
eVARIANCE	<p>Update Variance Report data for the prior and current fiscal year, including budgeted amounts versus actual and projected expenditures and Program Structure data (measures of effectiveness, target</p>	<p>Program Structure data from eANALYTICAL that was uploaded to the mainframe is used to prepare eVARIANCE for departmental update each year.</p> <p>Operational Expenditure Plan data from the mainframe is loaded into eVariance to provide "Budgeted" amounts in eVariance for the V51 and V61 Reports. Actual expenditure amounts must be compiled manually using reports from FAMIS or using Datamart.</p> <p>Narratives must be provided for variances over 10% or more than \$75,000 or even for smaller variances if</p>	All State Departments	October - November	RHEL Version 8.

	groups and activities) for each Program ID. A narrative is also prepared on eVARIANCE regarding significant variances.	significant to the program, which occurred in the prior fiscal year.			
eTITLES	Update the "Titles file" that is used to interface the program structure (structure order and program titles) with files used to produce various reports used in the PFP, the Variance Report, etc. Also used to update files which provide acronyms and descriptions used for department names, organization codes and means of financing (single alpha) used in budget documents.	The Titles file reflects the program structure for a particular point in time (e.g., the Titles file for the Executive Biennium Budget request may be different than the Titles file for the Biennium budget act).	Fiscal Analysis Staff	As Needed	RHEL Version 8.

System	Purpose	Usage	User Groups	Usage Period	System Platform/Version
eXWALK	Update the appropriations crosswalk data to reflect the budget act.	<p>Updated data is used to generate the appropriations crosswalk report that is sent to the DAGS UARB for review. UARB reviews the report and advises of any changes to appropriation symbols (such as for new means of financing or program ID; otherwise, only the fiscal year code is changed for annual appropriations for programs).</p> <p>After any additional updates are made on eXWALK, the file is uploaded to the mainframe. Previously, UARB interfaced the uploaded file with their appropriation warrant file, but UARB now uses an Excel upload to generate appropriation warrants, only referencing the lapse dates from B&F's appropriations crosswalk report.</p> <p>The mainframe data from the appropriations crosswalk report is used to generate the Operational Expenditure Plan (OEP). OEP data is also downloaded into eVariance in September and used in the Variance Report.</p>	Fiscal Analysis Staff	May - June	RHEL Version 8.