



RELEASE DATE: April 20, 2026

**State of Hawaii
Department of Transportation**

**Request for Proposals
Project No. ES2016-26**

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

OFFERS ARE DUE NO LATER THAN 2:00 P.M., HAWAII STANDARD TIME (HST), ON

May 20, 2026

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

BY SUBMISSION TO THE STATE OF HAWAII ePROCUREMENT SYSTEM

ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP, SHALL BE SUBMITTED IN HIEPRO NO LATER THAN 2:00 PM ON APRIL 27, 2026.

NOTICE TO PROPOSERS
Hawaii Revised Statutes (HRS),
Chapter 103D

Sealed proposals will be received by the State of Hawaii Department of Transportation online at the Hawaii Electronic Procurement System (HIePRO) website at <https://hiepro.ehawaii.gov> no later than **2:00 PM, Hawaii Standard Time (HST), on May 20, 2026**, for PROJECT NO. ES2016-26, AIRPORTS INTERACTIVE TERMINAL MAPS SYSTEM.

Beginning on the HIePRO release date, the Request for Proposals (RFP) will be available on the HIePRO website. Registration on HIePRO is required for offerors to submit a proposal. Refer to the following HIePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

Offerors shall submit and upload their complete proposals to HIePRO no later than the offer due date and time above, as may be amended. Late proposals shall not be considered. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.

All Requests for Information (RFI), which includes any questions or clarification requests relating to this RFP, shall be submitted via the *Questions & Answers* tab in HIePRO **no later than 2:00 p.m., HST, on April 27, 2026.** RFI received after the stated deadline, and verbal RFI, shall not be addressed. All responses to RFI shall be issued by formal addendum and posted on HIePRO. Any amendments to the solicitation shall be made by formal addendum and posted on HIePRO.

If there is a conflict between the solicitation and information stated in the responses to RFI questions, the solicitation shall govern and control, unless amended by formal addendum.

The Point of Contact for this RFP is Amy Saito, Airports Information Technology

Officer, available by phone at (808) 838-8678 or email at amy.saito@hawaii.gov.

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



CURT T. OTAGURO
Deputy Director of Transportation for Airports

HIePRO RELEASE DATE: April 20, 2026

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Attachment B Offer Form OF-2 – Pricing

Attachment C Offer Form OF-3 – Client References

Attachment D Offer Form OF-4 – Project Personnel Qualification Sheet

Attachment E 2026 – 2027 State Holidays

Exhibit A Contract Forms and AG General Condition

Offer Checklist

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

No.	Description	Reference in RFP	Completed
1	Table of Contents	Table of Contents Section 4.5	<input type="checkbox"/>
2	Offer Checklist – submittal of checklist with all items checked “Completed.”	Offer Checklist Section 4.5	<input type="checkbox"/>
3	Attachments A, B, C, D, Offer Forms OF-1, OF-2, OF-3, and OF-4	Section 4.5 Attachment A Attachment B Attachment C Attachment D	<input type="checkbox"/>
4	Executive Summary, not to exceed two (2) pages	Section 4.5	<input type="checkbox"/>
5	Management Approach	Section 4.5 Section 5.1	<input type="checkbox"/>
6	SYSTEM Proposal	Section 4.5 Section 5.2	<input type="checkbox"/>
7	Past Performance	Section 4.5 Section 5.3	<input type="checkbox"/>
8	Price	Section 4.5 Section 5.4	<input type="checkbox"/>
9	Confidential, Protected or Proprietary Information Section	Section 4.5 Section 8.10	<input type="checkbox"/>

Authorized Offeror Signature

Section 1

General Information

1.1 Purpose

The State of Hawaii Department of Transportation (“State”) is seeking proposals to obtain the services of a fully qualified Contractor to provide consultant, web mapping graphics, and development, implementation, and maintenance services to assist the Airports to create and deliver a secured new interactive terminal maps application (“SYSTEM”) for the State of Hawaii airport system. The Contractor shall deliver the SYSTEM to run on web browsers, mobile applications supported by Apple iOS and Android operating systems, and in the airports electronic kiosks, where applicable.

1.2 Background and Scope Summary

1.2.1 Background

The Airports currently has a contractor that supports and hosts the current SYSTEM which consists of the following:

- Ten (10) Hawaii passenger airports terminal maps. The 10 airports are Daniel K. Inouye International Airport (HNL), Ellison Onizuka Kona International Airport at Keahole (KOA), Hana Airport, Hilo International Airport (ITO), Kahului Airport (OGG), Kalaupapa Airport, Kapalua Airport, Lanai Airport, Lihue Airport (LIH), and Molokai Airport (MKK). The maps are shown in the respective airport’s website.
- Five (5) mobile applications (apps) that are supported by Apple iOS and Android operating systems. The mobile apps feature indoor positioning (blue dot) technology using beacons. The airports that have a mobile app are HNL, LIH, OGG, KOA, and ITO.
- Ten (10) digital wayfinding maps running on Windows 10 supported by touch screen interactive kiosks at HNL.

1.2.2 Scope Summary

The scope of work consists of the Contractor developing, delivering, and maintaining a replacement SYSTEM which includes redeveloping and delivering the mobile apps and touch screen kiosks with features identified in Section 3 Scope of Work. The replacement SYSTEM shall have a consistent appearance and functionality among the airports.

1.3 Schedule and Significant Dates

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

Event	Date
Solicitation Release:	April 20, 2026
Question Submittal Deadline:	April 27, 2026, at 2:00 P.M., HST
Answers to Questions:	May 1, 2026
Proposal Due Date and Time:	May 20, 2026, at 2:00 P.M., HST
Evaluation of Proposals	May 20, 2026 – May 27, 2026,
Date for Discussions (if necessary) with priority listed Offerors	May 28, 2026 - June 4, 2026
Due Date for Best and Final Offer (BAFO), (if necessary)	June 11, 2026
Anticipated Award Date:	June 30, 2026

1.4 Contract Type

This solicitation will result in a fixed price contract in accordance with Hawaii Administrative Rules (HAR) § 3-122-136.

1.5 Period of Performance

The contract shall be for a period of one year beginning on the date specified in the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional one-year periods, or portions thereof. A formal written contract amendment shall be issued for each extension period, or parts thereof. The entire term of contract, including extensions, shall not exceed three (3) years.

1.6 Point of Contact

The State of Hawaii, Department of Transportation, Airports, is the issuing agency for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #RFP ES2016-26. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) **during** this procurement process. Offerors must not communicate about this RFP with members of the Evaluation Committee, or any State employee not specifically named in this RFP, except upon invitation by the State as part of discussions or best and final offers. Doing so may be cause for proposal rejection. The POC designated by the State of Hawaii, Department of Transportation is:

Amy Saito
IT Officer
Department of Transportation, Airports
Email: amy.saito@hawaii.gov
Phone: (808) 838-8678

1.7 Definitions

The following definitions apply to this solicitation.

- 1.7.1 **Airports** means State of Hawaii, Department of Transportation, Airports.
- 1.7.2 **App** means a mobile application that runs in iOS and android operating systems.
- 1.7.3 **Best and Final Offer (BAFO)** means the final offer provided prior to determining a contract award.
- 1.7.4 **Cloud service** means any service made available to users on demand via the internet from a cloud – computing provider’s servers as opposed to being provided from a company’s own on-premises servers.
- 1.7.5 **CMS** means Content Management System, a system that simplifies creating, editing, organizing, and publishing digital content (text, images, videos) for websites and apps, often using visual editors.
- 1.7.6 **Contract** means the written agreement between the Contractor and the State, by which the Contractor shall provide all labor, equipment, and materials and perform the specified work within the contract time stipulated, and by which the State of Hawaii is obligated to compensate the Contractor at the prices set forth in the contract documents.
- 1.7.7 **Contract Administrator** means the person designated to manage the various facets of the contract(s) to ensure the Contractor’s total performance is in accordance with the contractual commitments and obligations are fulfilled.
- 1.7.8 **Contractor** means the individual, partnership, corporation or other legal entity, or combination thereof, contracting with the State for performance of the prescribed work.
- 1.7.9 **COTS** means Commercial Off the Shelf software product.
- 1.7.10 **Evaluation Committee** means the committee of a minimum of three (3) governmental employees with sufficient qualifications in the area of the goods, services, or construction to be procured, selected in writing by the procurement officer, whose purpose is to evaluate the proposals.
- 1.7.11 **Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.
- 1.7.12 **GANTT** means a project management view showing the various project activities (tasks and events) displayed against time, including the state and end date of the whole project.

- 1.7.13 Goods** mean all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.
- 1.7.14 Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).
- 1.7.15 HDOT** means the State of Hawaii, Department of Transportation, Airports.
- 1.7.16 Hawaii Administrative Rules (HAR)** means the adopted operating procedures for state agencies authorized by the laws of the State of Hawaii.
- 1.7.17 Hawaii Compliance Express (HCE)** mean the State’s electronic system that provides vendors, contractors and service providers doing business with state or county agencies a service to document that they are compliant with applicable laws.
- 1.7.18 State of Hawaii eProcurement System (HIePRO)** is the State of Hawaii eProcurement System, a system for issuing solicitations, receiving responses, and issuing notices of award.
- 1.7.19 Hawaii Revised Statutes (HRS)** means the laws that govern the State of Hawaii.
- 1.7.20 Hawaii Standard Time (HST)** is Hawaii Standard Time zone.
- 1.7.21 Information Technology (IT)** means the use of computer systems or devices to access, store, manage, and protect information.
- 1.7.22 Information Technology Office (ITO)** means the State of Hawaii, Department of Transportation, Airports Information Technology Office.
- 1.7.23 Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.
- 1.7.24 Offeror** means the company or firm that submits a proposal in response to this Request for Proposals.
- 1.7.25 Proposal (or Offer)** means the official written response submitted by an Offeror in response to this Request for Proposals.
- 1.7.26 Proposer** has the same meaning as Offeror.

- 1.7.27 Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
- 1.7.28 Services** means the furnishing of labor, time, or effort by a contractor or Contractor, which involves the delivery or supply of products.
- 1.7.29 State** means the State of Hawaii, including each department and political subdivisions.
- 1.7.30 Statement of Work** means the services to be delivered by the Contractor.
- 1.7.31 Subcontractor** means an individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.
- 1.7.32 SYSTEM** means the new Airports Interactive Terminal Map application, including graphics and server setup to run on web browsers, mobile operating systems, and airport terminal kiosks.
- 1.7.33 URL** means Uniform Resource Locator, sometimes called a web address.

1.8 Governing Laws and Regulations

This RFP is issued under the provisions of the State of Hawaii, HRS Chapter 103D, and related HAR. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of the Offeror. Information about governing laws is 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.

1.8.1 Campaign contributions by State and County Contractors.

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

1.8.2 Equal Opportunity.

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

1.8.3 Nondiscrimination in Federally Assisted Programs.

The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation," Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Offerors are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant

to this advertisement will be awarded to the most qualified and responsible offeror without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

Section 2

Solicitation Information

2.1 Electronic Procurement

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

The State will use HIePRO to issue the RFP, issue Addenda to the RFP, and receive Offers. Addenda and other information and materials shall be provided by the State through HIePRO, including additions or changes with respect to the dates in *Section 1.3 Schedule and Significant Dates*. The State shall not be responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.

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

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

2.1.1 HIePRO Special Instructions.

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

2.2 RFP Addenda

Addenda shall be issued for amendments and clarifications to the solicitation prior to submission of offers, and as allowed and provided for in the Competitive Sealed Proposals method of procurement.

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

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

2.3 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 to the State POC through HiePRO, as detailed in the following section. 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 on HiePRO by the date for the same in *Section 1.3 Schedule and Significant Dates*. The State may issue Addenda in response to written questions received regarding the RFP.

2.4 Electronic Submission of Questions

All questions must be submitted on HiePRO using the *Questions & Answers* tab. Questions must be submitted by the question deadline date and time shown in *Section 1.3 Schedule and Significant Dates*. Answers will be issued on HiePRO as stated in *Section 1.3 Schedule and Significant Dates*.

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

2.5 Proposal Due Date

Proposals must be received by the Proposal Due Date and Time stated in *Section 1.3 Schedule and Significant Dates* of this RFP.

2.6 Cancellation of Procurement and Proposal Rejection

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part and waive any defects when it is determined to be in the best interest of the State, pursuant to HRS §103D-308.

2.7 Firm Offers

Responses to this RFP, including proposed costs and/or fees will be considered firm for ninety (90) days after the proposal due date.

2.8 Right to Accept All or Portion of Proposal

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

2.9 Ownership or Disposition of Proposals and other Materials Submitted

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

2.10 Additional Information

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and/or dismiss the Offeror from the RFP process.

Section 3

Scope of Work

General Description

The scope of work is to develop, deliver, and maintain a digital airport map SYSTEM for the Hawaii Airport system. The SYSTEM consists of ten (10) Hawaii airport web browser map applications, five (5) airport mobile applications, HNL airport wayfinding digital kiosks, and the ability to display future static digital maps in airport display monitors located at various locations within an airport terminal.

The HDOT seeks to replace the following:

- Ten (10) passenger airports website terminal maps that are linked within the respective Airports Word Press website. The maps shall include Points of Interest (POI) and wayfinding within the airport and external POI that the traveling public may want to locate on airport property.
- Five (5) airport mobile applications (“Apps”) that run on Android and iOS, and iPadOS operating systems that are map centric and support Indoor Positioning (blue dot) technology using beacons.
- Ten (10) HNL digital wayfinding maps with specific “You are Here” locator per display, that run on touch screen kiosk displays located throughout the airport.

The SYSTEM shall comply with Web Content Accessibility Guidelines (WCAG), often interpreted as WCAG 2.0 or higher.

Statement of Work

The scope of work includes the following:

3.1 Mandatory Minimum Administrative Proposal Requirements

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

3.2 Minimum Requirements and Scope of Work

The Contractor shall comply with and provide services as described herein in this RFP.

3.2.1 Project Working Conditions

The development work may be performed offsite. If onsite application development work is performed, it will be performed at 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii, 96818. Any onsite work will be performed during the normal State business hours from 7:45 am to 4:30 pm, excluding weekends and State holidays. See Attachment E for State

holidays.

3.2.2 Workstations

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

3.2.3 Office Incidentals

- The Contractor shall provide their own office supplies, paper, and duplication services.
- It is the Contractor's responsibility to pay for their personnel's parking fee offered to the public at the respective airport's parking vendor.
- It is the Contractor's responsibility to obtain security clearance badge(s) for all personnel who will be performing any work in the secured areas of the airport called the Airport Operations Area. The five airports manage their own security badge and therefore, the Contractor will need a badge for each of the five major airports, HNL, LIH, OGG, KOA, and ITO. For more information on badge requirements, go to each airport's website and select the Pass & ID Office menu selection.

3.2.4 Organization of Project Team

There will be one HDOT Project Manager, and one HDOT Information Technology Specialist assigned to the Project. The HDOT may have one (1) graphics support personnel available to review and accept the graphic file deliverables.

3.2.5 Consultant Services and Qualifications

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

3.2.5.1 Contractor Firm Experience

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

- A minimum of three (3) years of professional experience creating web graphics.
- A minimum of three (3) years of professional experience developing web map applications relating to the deliverables listed.

3.2.5.2 Provide Project Manager

The Contractor shall provide one (1) Project Manager during the entire Project. The Project Manager is responsible to ensure all deliverables are completed to the satisfaction of the HDOT. The Project Manager shall not be removed from this position without prior approval from the HDOT. The Contractor shall not substitute or assign another Project Manager until a resume for such person is presented to the HDOT Project Manager. The HDOT Project Manager will review the request to

ensure that the proposed resource meets the minimum qualifications as stated in this RFP and will determine final acceptance of the replacement, see Attachment D, PROJECT PERSONNEL QUALIFICATION SHEET.

3.2.5.2.a The minimum qualifications of the Contractor Project Manager are as listed below:

- A minimum of three (3) years of professional experience performing as a Project Manager for projects similar in complexity to this SYSTEM project.
- A minimum of three (3) years of professional experience in managing projects using Microsoft Project software or similar within the past five (5) years.
- A minimum of three (3) years of professional experience managing projects involving application interfaces.
- A minimum of three (3) years of experience in supporting application interfaces to share data between different systems.
- Professional experience designing and developing websites using the proposed software tools used to develop the SYSTEM.

3.2.5.2.b The responsibilities of the Contractor Project Manager are as listed below:

- Create, deliver, and manage a project plan to support the successful delivery of the project goals and objectives.
- Coordinate working sessions with the project team and provide status updates.
- Take primary responsibility for delivering a fully functional and acceptable SYSTEM, preferably October 1, 2026.
- Anticipate, propose, procure, and install any specialized software and hardware needed for an acceptable solution, as deemed necessary by the Contractor.
- Take primary responsibility for the performance of the SYSTEM.
- Work closely with the HDOT Project Manager to manage the progress of the Project.
- Perform as a mentor to the HDOT Project team to ensure successful completion of the Project scope.
- Provides overall direction to the Project team and work to resolve issues during the various phases of the Project by managing a project and SYSTEM issues logs.
- Plan, coordinate, and ensure delivery, setup, installation, and maintenance of a secured and ADA compliant SYSTEM.
- Ensure there are at least a Development and Production environment to support the SYSTEM.

- Ensure that all application requirements, POIs, and wayfinding features have been tested and implemented in the SYSTEM.
- Ensure delivery with minimal downtime during the implementation to “go live”.
- Ensure that end-user and technical documentation is acceptable to the HDOT Project Manager.
- Monitor Project status, update Project work plan, conduct and submit weekly meeting minutes with follow-up and administer change control.
- Ensure that the STATE staff has been properly trained to independently use, operate, and maintain the SYSTEM.
- Ensure all SYSTEM interfaces are working properly.
- Ensure all communication within the project team and with the respective HDOT content contacts of the SYSTEM are articulate to set proper expectations throughout the project.
- Ensure all contractor support personnel agree to the State’s Information Technology Acceptable Use policy by signing the acknowledgement form before they are allowed to use the HDOT IT resources and acceptance of any Computer Aided Design (CAD) files.

3.2.5.3 Provide Contractor Support Personnel

Contractor support personnel shall be identified in the work plan. The support personnel will work closely with the HDOT staff involved in the Project. The majority of the support personnel are employed by the Contractor and not by the sub-Contractor. The Contractor shall not substitute or assign additional personnel to the Project until a resume for each such person is presented to the HDOT Project Manager. The HDOT Project Manager will review the request to ensure that the proposed resource meets the minimum qualifications as stated in this RFP and will determine final acceptance of the resource, see Attachment D Offer Form OF-4 - Project Personnel Qualification Sheet, Contractor Support Personnel Qualification (pages 2 to 3).

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

- A minimum of three (3) years of professional experience in website graphics.
- A minimum of two (2) years of developing, implementing, and support experience of a website of similar SYSTEM complexity.
- A minimum of five (5) years of professional experience producing vector graphics using Adobe Illustrator software with a minimum of one (1) year using Adobe Illustrator to support graphics that were used for static informational and directional maps, i.e., for a building complex similar to the airport terminal spaces, etc.
- A minimum of five (5) years of continuous experience coding in HTML 5.
- A minimum of two (2) years of WordPress experience.

- A minimum of five (5) years of experience with Microsoft Windows server operating system.
- A minimum of two (2) years of experience in web and mobile application development.
- A minimum of two (2) years of experience in database management administration.
- A minimum of two (2) years of experience using the proposed software development tools.
- A minimum of two (2) years of experience mapping indoor facility mapping experience.

3.2.5.3.b The responsibilities of the contractor support personnel are as listed:

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

3.2.6 Project Work Plan

The Contractor shall provide a comprehensive Project work plan to ensure delivering the scope of work on time and within budget. The final project work plan will be reviewed and approved by the HDOT Project Manager within thirty (30) days from the issuance of the Notice to Proceed. Except for those changes that may be ordered by the State, any changes to the Project work plan shall be mutually agreed upon in writing between the State and the Contractor.

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

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

- Shall include a critical path including major decision points, with “go/no-go” criteria and fallback or contingency plan that are incorporated into the Project work plan.
- Shall indicate all Contractor and STATE resource task assignments.
- Shall identify specific deliverables to be used to monitor the Major Milestones of the Project and ensure the minimum SYSTEM deliverables are satisfied. The cost for the consultant services will correspond to completion of each Major Milestone. See Attachment B, Offer Form OF-2 - Pricing.

- Shall include all activities, tasks and phases, including expected outcomes and completion criteria for each task (if applicable), to complete the Major Milestones.
- Shall be displayed in GANTT chart format by month and week.
- Shall allow for all State holidays, reference Attachment E.
- Shall allow for STATE Project team leave of absence as needed.
- Shall indicate all Contractor resource periods of absence.
- Shall allow for validation of SYSTEM requirements, implementation, acceptance testing, and training with a minimum of three (3) months of post-implementation services (i.e. system monitoring, performance tuning, end-user assistance, etc.). Post-implementation services allow the HDOT to receive prioritized assistance to resolve any SYSTEM issues.

3.2.7 Kickoff Meeting

The Contractor shall provide a kickoff meeting within seven (7) business days from the Notice to Proceed date. The kickoff meeting shall include but not be limited to the following: introduction of the contractor project team, introduction of the HDOT project team; roles and responsibilities; project overview; goals; objectives; expectations; and preliminary project workplan.

3.2.8 Project Issues

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

3.2.9 Status Briefings

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

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

- problem resolution status

3.2.10 SYSTEM Performance and Availability

The Contractor shall ensure proper performance of the SYSTEM and that optimal response times for end-users are achieved. The Contractor shall ensure that the map loading and all search query and wayfinding routes generated by the SYSTEM does not take an excessive amount of time to process. An excessive amount of time is any map refresh and query that takes more than three (3) seconds to load the default view of the respective airport terminal map and return all query results when using the SYSTEM on all platforms, i.e., Android, iOS, windows kiosk, and browsers. The Contractor shall resolve any performance issues before SYSTEM acceptance.

Once the SYSTEM is accepted, the SYSTEM performance and availability should improve or remain the same. Should any SYSTEM performance and availability deteriorate and remain unresolved for more than 30 calendar days of reporting the problem, the Contractor shall be notified by formal memo that the HDOT will proceed with the process to terminate the contract.

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

3.2.11 Backup and Recovery Plan

The Contractor shall propose and provide a SYSTEM backup and recovery plan. The backup and recovery plan shall include, but is not limited to, procedures and/or contingency plans to ensure there is minimal downtime of the SYSTEM. Upon HDOT Project Manager acceptance of the plan, the Contractor shall assist to configure, test, and document the plan to ensure it works.

3.2.12 Deliverable sign-off

The Contractor shall provide HDOT with the opportunity to evaluate and accept or reject each deliverable. Formal HDOT acceptance will be required to complete each activity and be considered acceptable good received for payment.

3.2.13 SYSTEM Requirements

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

3.2.13.1 Interactive Terminal Map Domain Name

The current interactive terminal maps are linked from the respective HDOT airport Word Press website. HDOT will issue a secured domain name to be used by the Contractor for the respective airport map.

3.2.13.2 Website Development and Acceptance Testing

The SYSTEM development shall be performed in a secured web server. The Contractor shall grant access to the HDOT resources to perform SYSTEM testing and then to the production server to assist in updating POIs.

The SYSTEM development and delivery shall be broken down into milestones,

whereby each milestone needs to be completed by the Contractor and accepted by the HDOT IT before the Contractor is able to proceed to the next milestone. If the Contractor is unable to deliver an acceptable milestone within the project timeline, the HDOT will deem that milestone and subsequent milestone deliverables as unacceptable and shall cancel the remaining contract.

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

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

3.2.13.2.b Pre-Development Standards – Adobe Illustrator and other electronic file naming, standards, directory structure, layering standards, and other standards acceptable to all airports to ensure ease of future maintenance; terminal map design layout, categories, labeling, colors, and functionality, i.e., look and feel, dimensions, color scheme, non-standard icon selection, etc.

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

3.2.13.2.d Development and Acceptance of the SYSTEM – acceptance testing will be conducted with HDOT IT and each HDOT business owner for all applications and application platforms.

3.2.13.2.e SYSTEM training and documentation, which includes, and not limited to a User Guide for content management.

3.2.13.3 SYSTEM Specifications for Website Terminal Map

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

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

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

AIRPORT	OVERVIEW MAP	# OF TERMINAL/BLDG MAPS	# OF FLOORS
Hana Airport	1	1	1
Hilo Int'l	1	2	2
Daniel K Inouye Int'l	1	8	8
Kahului	1	3	2
Kalaupapa	1	1	1
Kapalua	1	1	1
Ellison Onizuka Int'l	1	3	1
Lanai	1	1	1
Lihue	1	2	1
Molokai	1	1	1

An overview map is a map that shows the outline of the airport including the parking and driving patterns, similar to what exists on the current Airports interactive terminal maps application. Most airports have one terminal/building; however, Daniel K Inouye International Airport is broken into levels and then 5 areas, e.g., Terminals 1-3, three concourses, a consolidated rental car facility, terminal parking structures, lei stands, and external public transportation locations that are interconnected for wayfinding searches.

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

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

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

3.2.13.3.e With the responsive design criteria, a menu selection that is collapsible, allowing users to hide or reveal content. This also includes, but is not limited to, the ability to toggle the section shall be keyboard accessible. When a section is collapsed, the SYSTEM shall allow searchable content for Search Engine Optimization (SEO) and find-in-page searches.

3.2.13.3.f A search menu shall display the hierarchy of categories as approved by the HDOT Project Manager. When a category is selected, POIs will be displayed in alphabetical order for selection. The POIs should have a brief description of its location. When performing a search for a POI from a point of origin to the

destination, each step provided to navigate to the destination POI consists of a brief directional description, similar to google maps where the navigational aid is also in words.

3.2.13.3.g From a web browser, a wayfinding feature that allows the user's first searched POI to be the default starting location to another searched POI. The wayfinding option shall allow the user to toggle between two selections to be either the starting or ending location, which is similar to map query and wayfinding functionality such as google maps.

3.2.13.3.h The ability to start a new POI search without having to back out of a previous POI search and wayfinding route result.

3.2.13.3.i The ability for the end-user to be able to turn the search display of the categories and detailed items on/off via the menu (categories include, but not limited to, Ticketing, Bag Claim, Gates, Lounges, Dining, Shopping, Restrooms, Elevators, Escalators, Pre/Post Security, and Ground Transportation and the items listed in the current Daniel K Inouye International Airport terminal map, reference <https://airports.hawaii.gov/hnl/airport-map/>).

3.2.13.3.j The ability to display search categories by a priority sequence and/or alphabetically, as determined by the HDOT. The POIs within each category shall be displayed in alphabetical order.

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

3.2.13.3.l When applicable to a multi-level airport, display a floor/level selector.

3.2.13.3.m The ability to pan and zoom.

3.2.13.3.n The use of international airport icon standards and also airport custom designed icons.

3.2.13.3.o The ability to display the map by differentiation of floors and show the driving lanes and medians on each level.

3.2.13.3.p When performing a search on the map, where there are multiple POIs of the same shop or attributes (such as a restroom), the nearest POI will be displayed at the top of the search selection list.

3.2.13.3.q Shall be hosted and protected in a secured (SSL) webserver.

3.2.13.3.r Relevant graphic files to support the ability to print a static map in its entirety or by sections of the map, shall be delivered in the latest release of Adobe Creative Cloud Illustrator software file format or an agreed upon graphical format that the HDOT is able to modify.

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

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

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

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

3.2.13.3.w The ability to support digital wayfinding. Digital wayfinding is defined as an electronic method to communication a route from a point of origin to a terminal map destination.

3.2.13.3.x The maps should show a defined line that separate the sterile and non-sterile areas on the map and display exits from the sterile to non-sterile spaces. When routing between POIs, the routing should warn user if they need to exit the sterile area.

3.2.13.3.y The search wayfinding search features shall provide an option for the person to walk or catch the Airports Wiki Wiki bus. The Wiki Wiki bus supports routes within the terminal secured areas and routes outside of the terminal to shuttle between terminal buildings. Wiki Wiki bus route information will be provided when the contract is executed.

3.2.13.4 SYSTEM Specifications for Mobile Application

The HDOT seeks a mobile application similar to the layout of the Miami Airport's mobile app, which is not map centric. The current mobile apps for Airports are map centric.

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

3.2.13.4.a App launch and refresh rate of less than three (3) seconds.

3.2.13.4.b Support for Internal Positioning System using beacon hardware. The HDOT currently uses beacon technology supported by SITUM Technologies. The app shows a pulsing blue dot to show the user location on the map.

3.2.13.4.c App shall automatically detect user's location if app is being used within the airport terminal building.

3.2.13.4.d Menu buttons options at the bottom of the app, similar to the current app.

3.2.13.4.e When searching, the nearest POI located to the person's current location

should appear as the first option to select and the farthest POI should be shown last on the list of POIs.

3.2.13.4.f The wayfinding feature shall include a warning when the person's destination is exiting to a non-sterile location and vice versa.

3.2.13.4.g The app shall seamlessly detect and display level changes.

3.2.13.5 SYSTEM Specifications for Airport Interactive Touch Screen Kiosks

The SYSTEM shall include, but not be limited, to the following components and features for the Interactive Touch screen Kiosks:

3.2.13.5.a Shall comply with ADA with the State's Accessibility Policy, reference American with Disabilities (ADA)/Section 508.

<https://portal.ehawaii.gov/page/accessibility/>, preferably support a different interface for ADA compliance.

3.2.13.5.b App launch and page load time of less than three (3) seconds.

3.2.13.5.c A clear indicator of a "You Are Here" icon with those words on the kiosk.

3.2.13.5.d Ability to be orient each kiosk map to display from the kiosk's absolute location and cardinal direction. For instance, when a person is facing the kiosk, the displayed map will be oriented to how the person is facing the map in respect to the terminal surrounding.

3.2.13.5.e Per kiosk location, when searching for a POI, the nearest POI should be displayed at the top of the list. For example, there are multiple restrooms throughout the airport terminal. When searching for restrooms, the nearest restroom will be displayed at the top of the list of POIs to select from. When the query is entered for restrooms, the map shall display the POIs on the map.

3.2.13.5.f The ability to zoom in and out.

3.2.13.5.g Auto-refresh to a default state after a defined period of inactivity.

3.2.13.5.h Maps installed in the kiosk support the displays touchscreen feature.

3.2.13.5.i Support for future electronic static map displays based on location of the displays where portions of the map or the entire map will be displayed.

3.2.14 SYSTEM Acceptance Testing

The Contractor shall perform preliminary testing of the map applications by cross-referencing the current airport map POIs and routing.

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

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

3.2.15 Go “Live”

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

3.2.16 SYSTEM Support and Maintenance

3.2.16.1 Post Implementation support - Upon successful delivery, acceptance, and implementation of the SYSTEM, the Contractor shall provide priority post implementation support for a minimum of three (3) months beginning from the “Go Live” implementation into production date, under this contract. The post implementation support period shall ensure the HDOT receive priority support immediately following implementation. The post implementation support shall be used to assist the HDOT IT staff with any graphical, application, or SYSTEM environment changes needed to support the SYSTEM accuracy and performance in a timely manner.

After the post implementation support period, the HDOT shall begin the on-going maintenance period for the remainder of the contract term.

3.2.16.2 SYSTEM license – The SYSTEM license shall begin upon the respective HDOT “Go Live” date and shall pay for the license annual license renewal on this date.

3.2.16.3 SYSTEM support and maintenance – Upon completion of the post implementation support period, the Contractor shall continue to provide SYSTEM support and maintenance and be available to accept support phone calls during the State’s normal working hours (7:30am to 5:00pm, HST) and after hours for emergencies. An emergency is defined as when the SYSTEM is not available or the maps are not displaying properly.

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

- Database or response time tuning
- Diagnosis and correction of reported performance degradations, SYSTEM crash, and anomalies

- Bug fixes/Error Correction – The Contractor must correct all errors reported by the HDOT in the SYSTEM that can be reproduced. If error cannot be reproduced, Contractor shall provide alternatives to assist the HDOT in determining problem resolution. For those fixes designated as not HIPER (High Impact and PERvasive), the HDOT reserves the right to implement only those it deems necessary or beneficial, on a schedule complying with the HDOT’s requirements for maximizing the functionality of the SYSTEM.
- Updating static graphic files, i.e., Adobe Illustrator files
- Updating structural map changes to the Airport buildings/spaces
- Updating POIs
- Providing a hotline service (a phone number) that is a toll free or local telephone number to receive trouble calls and providing a current status of calls referred for service. The phone line shall be open and be able to handle support calls Monday-Friday from 7:00am-6:00pm, HST
- An email contact or system login to submit support requests

3.2.17 Training

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

3.2.17.1 Technical Training

Technical training shall be provided to a minimum of two (2) HDOT staff in a lecture and hands-on format, as appropriate. The training shall include, but is not limited to the following topics:

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

3.2.17.2 End User Training

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

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

3.2.18 Documentation

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

- 3.2.18.1** Adobe Illustrator files and any layering, icons, and configuration standards.
- 3.2.18.2** Overview of the HTML version 5 coding standards, setup and source code with comments.
- 3.2.18.3** The file and directory naming convention with directory hierarchy.
- 3.2.18.4** Delivered in Microsoft Word format.
- 3.2.18.5** A log for tracking updates post-final acceptance.
- 3.2.18.6** Backup and recovery procedures.
- 3.2.18.7** SYSTEM overview “as-built” documentation.
- 3.2.18.8** Source code for all custom scripts, with comments.

3.2.19 Ownership

The HDOT shall be the sole owner of all deliverables, including graphics files and custom programming source codes developed or generated by or for the HDOT, provided that such codes contain no source or object codes altered by a packaged software or proprietary program used to create the graphics and web files/pages. Further, the HDOT shall be the sole owner or custodian of any data transmitted, received, or manipulated by the graphics and SYSTEM. The HDOT shall own all data entered into the map SYSTEM and Contractor shall not use any maps or POI information for other purposes.

Section 4

Proposal Requirements and Submittal Instructions

4.1 Proposal Objectives

Proposal shall be a complete plan for accomplishing the tasks described in this RFP and shall describe in detail the Offeror's ability and availability to meet the goals and objectives of this RFP. Proposals shall be prepared straightforwardly and concisely, with emphasis on completeness, clarity, and content.

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

4.2 Proposal Structure and Labeling

Each Proposal shall be labeled and organized as outlined in this RFP and shall include a point-by-point response addressing all requirements.

4.3 Proposal Submission Instructions

Proposals shall be submitted and received electronically through HiePRO by the date and time stated in *Section 1.3 Schedule and Significant Dates*. Failure to upload the Proposal to HiePRO shall be grounds for rejection.

4.4 Electronic Submission of Proposals

This electronically submitted Proposal shall be considered the original. Any Proposals not uploaded to HiePRO shall be rejected. See *Section 2.1 Electronic Procurement* for additional information. **The maximum file size that HiePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

4.5 Required Format and Content

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

4.5.1 Table of Contents. A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.

4.5.2 Offer Checklist. Complete and submit all items noted on the Offer Checklist. Include checklist with all submitted items marked "Completed".

4.5.3 Attachments A, B, C, and D: Offer Forms OF-1, OF-2, OF-3, and OF-4. Offeror shall complete and sign Offer Forms OF-1, OF-2, and OF-3.

- a. Offer Form, OF-1.** Offer Form OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer

Affairs, if applicable. The name on Offer Form OF-1 must also match Offeror's name as registered in HlePRO.

Completion of Offer Form OF-1 is Offeror's acknowledgment and agreement to abide by all the terms, conditions, and provisions of the RFP. Offer Form OF-1 must be signed by an authorized representative of the Offeror. This signature may be an electronic signature, a digital signature, or a typed name, provided that the signatory has the authority to legally bind the company to the terms and conditions of this RFP. Submission of this electronic offer constitutes acceptance of these terms.

- b. Offer Form, OF-2 Pricing.** Offer Form OF-2 shall be completed and submitted for the consultant services, hardware, software, license, and other charges for the SYSTEM deliverable and also annual system maintenance cost for Year 1, Year 2, and Year 3. Reference 3.2.6 Project Work Plan for the Major Milestones.
- c. Offer Form, OF-3 Client References.** Offer Form OF-3 contains three sections which must be completed in accordance with the instructions for each section.
- d. Offer Form, OF-4 Project Personnel Qualifications Worksheet.** Offer Form OF-4 contains a worksheet with instructions to complete with project resources assigned to the project. Resources cannot be substituted without prior consent. The resources shall meet the minimum qualifications as specified.

4.5.4 Executive Summary. The executive summary, not to exceed two (2) pages, is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points but rather is a high-level explanation of the entire proposal.

4.5.5 Evaluation Criteria Submittals (Refer to *Section 5 Evaluation Criteria*).

This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements.

- a. Management Approach – See *Section 5.1*. Submittal limited to fifteen (15) pages.
- b. SYSTEM Proposal – See *Section 5.2*.
- c. Past Performance – See *Section 5.3*. Submittal limited to ten (10) pages.
- d. Price Proposal. See *Section 5.4*. Submittal limited to five (5) pages, including Offer Form OF-2.

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

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

4.6 Each Offeror to Bear its Own Costs

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

4.7 Contractor Responsibility for Subcontractors

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

4.8 Removal of Subcontractors

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

4.9 Right to Retain Subcontractors

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

4.10 Contractor Requirements

Each Contractor shall:

- 4.10.1** Adhere to its Contract with the State.
- 4.10.2** Provide all labor, materials, and equipment necessary to meet the RFP requirements.
- 4.10.3** Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule.
- 4.10.4** Ensure that all its and its Subcontractors' employees can communicate effectively with State employees.

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

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

4.11 Payment

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

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

4.12 Payment to Hawaii Information Consortium, LLC dba Tyler Hawaii

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

Section 5 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

Evaluation Category	Maximum Points
5.1 Management Approach	7
<p>Evaluation criteria for this section will assess the Offeror's approach to the Project. This area of evaluation includes an assessment of the proposed detailed Project work plan, including an appraisal of the logic of the work plan. The PRC may consider the following during evaluation:</p> <ul style="list-style-type: none"> • Experience and Qualifications • Management Plan • Quality Control • Project Approach • Emergency Response Plan • Risk Assessment and Mitigation Plan 	
5.2 SYSTEM Proposal	7
<p>Evaluation criteria for this section will assess the Offeror's proposal to successfully develop and implement the SYSTEM as well as the potential terminal map graphical changes proposed and ease of on-going maintenance and map updates, including any database support. The PRC may consider the following during evaluation.</p> <ul style="list-style-type: none"> • Proposed SYSTEM • SYSTEM Support 	
5.3 Past Performance	3
<p>This criterion evaluates the Offeror's track record for reliability, communication, and overall performance on similar projects.</p>	
5.4 Price Proposal	3
<p>Points for costs will be scored as follows: (Lowest-Offeror's Cost x Maximum Points) / Offeror's Proposed Price = Price Points Awarded</p>	
TOTAL	20

Table 1 Evaluation Format

Evaluation Category	Points Breakdown	Basis for Points	Points Possible
Evaluation Criteria 1: Management Approach	0	Does not meet minimum requirements for items listed in Section 3.2 and lacks understanding of the goal of the project and deliverable requirements	
	1-3	Meets minimum requirements and scope of work in Section 3.2; SYSTEM proposal adequate	
	4-6	Exceeds minimum requirements and scope of work in Section 3.2 in more than one area/ SYSTEM proposal exceeds in completeness and provides additional functionality, reliability, availability, and operational efficiencies and easy end-user navigation.	
	Subtotal		7
Evaluation Criteria 2: SYSTEM Proposal	0	Does not meet minimum requirements in Section 3.2.13	
	1-3	Meets all minimum requirements in Section 3.2.13, with experience within the range of years	
	4-6	Meets and exceeds minimum requirements in Sections 3.2.13	
	Subtotal		7
Evaluation Criteria 3: Past Performance	0	Unsatisfactory rating received, reference 5.3	
	1-3	Poor to satisfactory rating received, reference 5.3	
	4-5	Good to excellent rating received, reference 5.3	
	Subtotal		3
Evaluation Criteria 4: Price Proposal	0-3	Points assigned based on price calculation in 5.4.	3
Total Possible Points			20

5.1 Evaluation Criterion 1: Management Approach

Offeror shall submit a narrative of a maximum of fifteen (15) pages addressing the components below. Narratives to be submitted in size 12 Arial font or equivalent.

- **Experience and Qualifications:** Describe Offeror's organizational experience, focusing on its capabilities, resources, and direct experience in furnishing similar maintenance and operation work.
 - Explain prior experience providing the types of services requested by this RFP.
 - Describe a minimum of three (3) major projects or contracts Offeror worked on during the past five (5) years that involved the same or similar work. Explain the type of work performed, the duration, number of employees assigned to the work, and significant tasks that were completed.
 - Does Offeror and proposed personnel have the requisite knowledge and experience to furnish the required services? Does Offeror have direct experience performing the same or similar work?
 - If required, are proposed staff appropriately licensed and/or certified?
- **Management Plan:** Describe the proposed organizational structure, roles, and responsibilities of the team and personnel assigned to perform the work.
 - The management plan should include a staffing plan and subcontractor management plan.
 - The management plan should show a clear chain of command.
 - It should also describe how the Offeror will coordinate with government agencies and other stakeholders.
- **Quality Control:** Detail Offeror's quality assurance and quality control plan.
 - Proposal should explain how Offeror will ensure data currently displayed will be migrated to minimize Airport resource time for data validation.
 - Proposal should explain how wayfinding routes will be migrated to minimize Airport resource time for routing validation.
- **Project Approach:** This work plan focuses on Offeror's ability to deliver the SYSTEM timely.
 - The plan should be clear, comprehensive, and practical.
 - It should demonstrate Offeror's understanding of the challenges and risks involved and propose mitigation strategies.
 - It should show a commitment to collaboration and communication with all stakeholders.
- **Post Implementation and Maintenance Response Plan:** Describe Offeror's ability to respond to and manage SYSTEM problems (e.g., unplanned downtime, equipment failure). The plan should include specific response times and communication protocols and confirm the availability of support for this 24 hour a day, 7 days a week, SYSTEM.

- **Maintenance Support:** Are there any restrictions to the number of map updates included in the cost proposal?
- **Risk Assessment and Mitigation Plan:** Describe Offeror’s strategy for identifying, analyzing, and mitigating risks associated with the management approach, including, but not limited to operational risks, financial risks, and contractual risks.

5.2 Evaluation Criterion 2: SYSTEM Proposal

Offeror shall submit a narrative of a maximum of ten (10) pages addressing the components below. Narratives to be submitted in size 12 Arial font or equivalent.

- **Proposed SYSTEM:** Describe the SYSTEM components and infrastructure. This criterion assesses the maturity, growth and potential interfaces.
 - It should demonstrate that Offeror has a clear understanding of the statement of work in this RFP and the proposed SYSTEM can support the requirements as listed in Section 3.2.13.
 - Does the proposal include a backup/recovery and contingency plan to ensure SYSTEM availability?
 - Is the functionality of the SYSTEM dependent on multiple interfaces to multiple software solutions or minimal interfaces?
 - Does the SYSTEM support a user-friendly interface to update POIs?
 - Is the proposed SYSTEM software from the same vendor or from multiple software vendors or 3rd party software vendors?
 - Can the SYSTEM support multiple wayfinding rules, such as a routing path for walkers, to avoid stairs and escalators, to use the Airport shuttle bus?
 - Can the SYSTEM support and proposal include additional functionality, features, deliverables than specified in Section 3.2.13.?
- **SYSTEM Support:** Describe Offeror’s SYSTEM support process. Is the Offeror able to provide the different levels of support as described in Section 3.2.16 with no limitation?
 - Post Implementation Support
 - Ongoing Maintenance Support
 - Emergency Support

5.3 Evaluation Criterion 3: Past Performance

Offeror shall submit a narrative of a maximum of ten (10) pages not including references. Narratives to be submitted in size 12 Arial font or equivalent.

Describe Offeror’s past performance on contracts providing similar services to other airport facilities. Specifically, address the following questions related to past performance:

- Who was the client?
- What was the scope of work?
- What was the contract amount?
- When was the work completed? (Provide start and end dates.)

- Was the work completed on time and within budget? If not, explain why.
- Were there any problems that arose with the performance of the work? What was the cause of the problems? How were the problems resolved?

Attachment C, Offer Form OF-3, Client References.

- **Section 1.** Offeror shall complete Section 1 of Attachment C with the names and contact information for A minimum of three (3) clients, preferably government agencies, that received similar goods and services from Offeror to those required in this RFP’s Statement of Work. Offeror shall submit Section 1 with their Proposal.
- **Sections 2 and 3.** Offeror shall complete Section 2 of Attachment C for each reference listed in Section 1. Then Offeror must send Section 2 and Section 3 to the reference to complete and return to the HDOT Point of Contact.

The State reserves the right to conduct reference checks beyond what was provided by references. The results of the reference checks will be reflected in the evaluation score for this criterion. **Offerors are encouraged to notify references with due notice.**

5.4 Evaluation Criterion 4: Price

Offeror shall complete and submit Attachment 2, Offer Form OF-2, SYSTEM PRICE PROPOSAL WORKSHEETS.

Offerors shall be evaluated on the total cost for evaluation, which includes the cost of all maintenance periods. While evaluation will be based on the total cost for evaluation, the initial contract amount will be the cost for the services to deliver the SYSTEM, any hardware, software, hosting, and other expenses listed on OF-2 and Year 1 maintenance. The contract shall be extended for two additional twelve-month maintenance periods upon availability of State funds.

5.4.1 Price Points Conversion

In converting price to points, the Offeror submitting the lowest total price will automatically receive the maximum number of points allocated to price as shown in Table 1 above. The point allocations for price on the other Offers will be determined through the method set out in the following formula:

$$\frac{\text{Lowest Total Price} \times \text{Maximum Points}}{\text{Offeror's Proposed Price}} = \text{Price Points Awarded}$$

For example, if the maximum points for the price are 30 of the total points and Offeror A submitted a price for \$200,000; Offeror B submitted a price of \$250,000; Offeror C submitted a price of \$300,000.

Offeror A would receive the maximum points based on the lowest offer of \$200,000.

Offeror B would not receive the maximum points based on the lowest offer of \$200,000 x 3 points / \$250,000 = 2.4 points.

Offeror C would not receive the maximum points based on the lowest offer of \$200,000 x 3 points / \$300,000 = 2 points.

Section 6

Evaluation of Proposals

6.1 Evaluation of Proposals

An evaluation committee of a minimum of three (3) qualified State employees selected by the HDOT Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on *Section 5 Evaluation Criteria* and the process described in this section.

6.2 Right to Waive Minor Irregularities

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

6.3 Initial Review and Award without Discussions

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

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

6.4 Discussion with Priority Listed Offerors

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

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

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *Section 1.3 Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

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

6.5 Best and Final Offers

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

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the evaluation criteria set forth in *Section 5 Evaluation Criteria*.

6.6 Award of Contract

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

6.7 Responsibility of Offeror

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See *Special Provisions 8.8 Responsibility of Offerors*.

6.8 Scoring Process

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria Section 5 Evaluation Criteria.

6.8.1 Evaluation Criteria Ratings

Evaluators shall use a rating of 0 to 5 for each evaluation criterion. Rating is defined as follows, unless otherwise stated in the RFP:

- 0- **Insufficient.** The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how the requirement(s) is met.
- 1- **Poor.** The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.
- 2- **Fair.** The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.
- 3- **Good.** The Proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- **Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- **Excellent.** The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP

and/or include additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the requirement(s) are met. No errors in technical writing.

Evaluators may use decimal points in their ratings. The evaluators' rating for the evaluation criterion in Section 5 shall be converted to points based on the following formula:

Rating Achieved	X	Points Possible For that Criterion	= Points
Total Rating Achievable			

Example:

4 Very Good	X	7	= 5.6 points
5			

1 Poor	X	7	= .20 points
5			

6.9 Notice of Award

Upon award to selected Offeror, the HDOT shall publicly post a notice of award. The HDOT shall also provide written notification of non-selection to non-selected Offeror(s). The HDOT is not responsible for delays or non-receipt of such notification.

6.10 Debriefing

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

6.11 Protest

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

Section 7

Contract Management

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

7.1 Post-Award Communications: Contract Administrator

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

Amy Saito
Information Technology Officer
State of Hawaii, Department of Transportation
Email: amy.saito@hawaii.gov
Phone: (808) 838-8678

7.2 Contractor/State Meetings

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

7.3 Dispute Process and Escalation

The contractor must have a written dispute process and escalation procedures to address any issues or concerns that may occur during the transition/implementation stage or at any time throughout the contract period.

7.4 Quality Control

The Contractor shall provide quality services, products, and management oversight of all processes. The Contractor shall use key performance indicators (KPIs) that are acceptable within the specific market industry to manage and monitor quality performance and delivery of the System. The Contractor shall provide progress reports and meet deliverables, with emphasis on the accuracy and response of the map with proper understanding of the airport map categories and routing to locate the POIs, system performance and ADA compliance. The Contractor shall provide sufficient management, support, and qualified personnel to accomplish the objectives of this contract.

7.4.1 Key Performance Indicators (KPIs)

As part of its proposal, the Offeror shall identify any KPIs to be utilized for determining contractor progress in performing this contract.

7.5 Post Award Deliverables

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

RFP Reference	Due Date	Deliverable	Action Required
Section 8.8.2 Timely Registration with HCE	At time of contract award	Certificate of Vendor Compliance	Contractor shall submit to HDOT Contracts Office.
Section 8.14 Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall furnish to Contract Administrator and maintain required coverage during the life of the contract.

Section 8 Special Provisions

8.1 Subcontractor Provisions

8.1.1 Contractor Responsibility for Subcontractors

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

8.1.2 Removal of Subcontractors

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

8.1.3 Right to Retain Subcontractors

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

8.1.4 Additional Contractor Requirements

Each Contractor shall:

1. Adhere to its Contract with the State.
2. Provide all labor, materials, and equipment necessary to meet the RFP Requirements.
3. Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule.
4. Ensure that all its and its Subcontractors' employees can communicate effectively with State employees.
5. Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State.

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

8.2 Reserved

8.3 Intellectual Property Rights

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

8.4 Warranties and Disclaimer of Implied Warranties

Warranty for work completed shall be for the period of the contract within which defects may be identified for time.

8.5 Termination for Convenience or Unavailability of Funds

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the State and the Offeror shall be binding or of any force unless the Comptroller certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the Comptroller may certify only that portion of the total funds allocated to satisfy the State's obligations for payments in the current fiscal year. In that event, the State will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially funded contracts shall be enforceable only to the extent that funds are certified as available. The State agrees to notify the Offeror of such non-allocation at the earliest possible time. The State shall not be penalized in the event this provision is exercised. This provision is not meant to permit the State to terminate the contract in order to acquire similar equipment or services from a third party

8.6 Preferences

There are no applicable preferences that apply to this solicitation.

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

All Offerors for service contracts shall comply with section HRS §103-55, related to *Wages, hours, and working conditions of employees of contractors performing services*.

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

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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

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

This section shall not apply to:

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

8.8 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 HRS §103D-310(c):

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

8.8.1 Hawaii Compliance Express

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

8.8.2 Timely Registration on HCE

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

8.8.3 Verification of Vendor Compliance

Prior to awarding this contract, the State shall verify Offeror’s compliance with HRS §103D-310(c).

8.8.4 Required Review

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

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

8.9 Proposal Preparation

8.9.1 Offer Guaranty

A proposal security deposit shall not be required for this solicitation.

8.9.2 Tax Liability and County Surcharge

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

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

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

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on OFFER FORM, page OF-1, thereby attesting that the

Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

8.10 Confidentiality

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

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

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

8.11 Redaction by the State

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

8.12 Notice to Proceed

A Notice to Proceed (NTP) shall be issued to the Contractor by the State to officially begin performance under the Contract. The NTP shall establish the date the Contractor shall commence work, and from which the contract time shall commence.

No work shall be undertaken by the Contractor prior to the commencement date indicated in the formal NTP. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official start date outlined in the formal NTP.

8.13 Contract Execution

The contract shall be executed by the awarded Offeror and returned within ten (10) days or within such further time as the Department may allow after the Offeror has received the contract for execution.

8.14 Liability Insurance

Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to HDOT, a Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii, as evidence of the existence of the insurance coverage required by State policy, in amounts not less than the amounts specified herein. The Contractor shall maintain and ensure all insurance policies are current for the full period of the contract until final acceptance of the work by the State.

8.14.1 Workers' Compensation

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for worker's compensation is the HRS 386 statutory limit.

8.14.2 Comprehensive Automobile Liability

The Contractor shall obtain Auto Liability Insurance covering all owned, non- owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage. The STATE shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

8.14.3 Commercial General Liability

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The STATE shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

It is the responsibility of the Contractor to notify the STATE of any changes to its insurance policies or if the Contractor receives a notice of cancellation of any of its insurance policies. The Contractor will immediately provide written notice to the STATE should the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

In addition, Contractor's insurance policies with the exception of the Worker's Compensation and Professional Liability policies, shall contain the following clauses:

1. The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.
2. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the

Contractor's separate and independent duty to defend, indemnify, and hold the State harmless pursuant to other provisions of this contract. In no instance will the State's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.

8.16 Contract Invalidation

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

8.17 Mistakes in Proposals

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

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

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

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

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

8.18 Modification Prior to Submittal Deadline or Withdrawal of Offers

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

8.18.2 Withdrawal or revision of Offer shall be completed and submitted and uploaded to HiePRO prior to the Offer due date and time

8.19 Contract Changes – Unanticipated Amendments

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

8.20 Re-execution of Work

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

ATTACHMENTS AND EXHIBITS

**ATTACHMENT A
OFFER FORM OF-1**

OFFER

Project No. ES-1016-26
RFP/Airport Interaction Terminal Maps System

State of Hawaii
Department of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and the AG General Conditions, Form AG-008 or as amended; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this bid, 1) Offeror is declaring this offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____
*State of incorporation: _____

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

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

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

Respectfully submitted:

Date	(x)	Authorized (Original) Signature
Telephone No.		Name and Title (Please Type or Print)
Fax No.		** Exact Legal Name of Company (Bidder)

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

**ATTACHMENT B
OFFER FORM OF-2**

**SYSTEM PRICE PROPOSAL WORKSHEETS
PROJECT NO. ES2016-26**

Complete the following cost worksheet by summarizing the major milestones, which will determine the payment schedule.

MAJOR MILESTONES	PRICE
TOTAL CONSULTANT SERVICES:	

Note: TOTAL CONSULTANT SERVICES PRICE shall include labor, materials, supplies, all applicable taxes, and cost incurred to provide the specified services.

Complete the following price worksheet for other deliverables, one-time cost items needed to support the SYSTEM.

HARDWARE / SOFTWARE / LICENSE / HOSTING / OTHER DESCRIPTION	PRICE
TOTAL OTHER COST:	

**ATTACHMENT B
OFFER FORM OF-2**

**SYSTEM PRICE PROPOSAL WORKSHEETS
PROJECT NO. ES2016-26**

Complete the following cost worksheet for annual cost to maintain the SYSTEM. Maintenance shall include, and not be limited to any hosting, licensing, and service fees. Reference section 3.2.16 SYSTEM Support and Maintenance.

SYSTEM SUPPORT AND MAINTENANCE	PRICE
YEAR 1-from date of Post Implementation support period completion	
YEAR 2	
YEAR 3	
TOTAL SYSTEM SUPPORT AND MAINTENANCE:	

Complete the following summary cost worksheet, to be used for evaluation criteria, reference 5.4. Evaluation Criterion 4: Price

DESCRIPTION	PRICE
TOTAL CONSULTANT SERVICES	
TOTAL OTHER COST	
TOTAL SYSTEM SUPPORT AND MAINTENANCE	
TOTAL PRICE FOR EVALUATION	

**ATTACHMENT C
OFFER FORM OF-3**

CLIENT REFERENCES

Instructions: Offeror is required to fill out Section 1 for a minimum of three (3) references to customers who received services similar to those called out in this RFP. Offeror shall then complete Section 2 for each reference and email to referenced customer for customer to complete Section 3.

Section 1. To be completed by the offeror and submitted with offer.

Customer Name #1: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #2: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #3: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #4: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #5: _____
Address: _____
Reference Name: _____
Current Phone: _____

The State may contact all of the references listed to inquire about Offeror's equipment, services, performance, and degree of customer satisfaction. Full points for references will not be awarded unless Section 2 and 3 are emailed from referenced customers in accordance with *Section 5.3 Evaluation Criteria 3: Past Performance*.

Section 2. To be completed by the Contractor - Offeror or Subcontractor

Contractor Name:	Contractor Contact/Name:
Project Dates:	Contractor Contact Phone:
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Fax:
Operating Budget of Organization:	
<p>Project included implementation in which of the following procurement categories (Check all that apply):</p> <p><input type="checkbox"/> Acquisition Planning <input type="checkbox"/> Market Research <input type="checkbox"/> Solicitation and Award</p> <p><input type="checkbox"/> Contract Management <input type="checkbox"/> Completion & Closeout <input type="checkbox"/> Other Services</p>	
<p>Project included implementation of procurement categories listed above in a government and/or education organization:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
Scope of Project:	
Number of employees staffed for this project:	
Total One-Time Cost of Project (Estimated/Actual):	

Reason for Change in Total One-Time Cost of Project, if applicable:					
Scope of Contractor/Offeror's Involvement in this project:					
Number of employees Contractor/Offeror staffed for this project:					
Original Value of Contractor/Offeror's Contract:		Actual Total Contract Value:			
Reason(s) for Change in Value:					
Estimated Start & Completion Dates:		From:	Click here to enter a date.	To:	Click here to enter a date.
Actual Start & Completion Dates:		From:	Click here to enter a date.	To:	Click here to enter a date.
Reason(s) for Difference Between Estimated and Actual Dates:					

Section 3. To be completed by the Customer Organization

Contractor Name (maybe subcontractor to Offeror):

Customer Organization:

Contractor Name:

Customer Organization:

A. Validation of Referenced Project Data Provided by Offeror in Section 2

Comments from the Customer Organization

B. Past Performance Reference

RATING GUIDELINES

Selection	Rating
5	Significantly exceeded your expectations.
4	Somewhat exceeded your expectations.
3	Met your expectations.
2	Somewhat below your expectations.
1	Significantly below your expectations.

Please explain ratings of 1, 2, or N/A in the Comments section below.

Criteria	Rating	Not Applicable
1. The Contractor provided sufficient project resources with appropriate skill sets to meet all project goals and objectives.	Choose an item.	<input type="checkbox"/>
2. The Contractor effectively managed its project staff to achieve project goals and objectives.	Choose an item.	<input type="checkbox"/>
3. The Contractor met all required tasks and deliverables timely and satisfactorily.	Choose an item.	<input type="checkbox"/>
4. The Contractor provided effective training and knowledge transfer to meet project goals.	Choose an item.	<input type="checkbox"/>
5. The Contractor satisfactorily managed project scope and risk to adhere to project schedule, control costs, and meet project goals.	Choose an item.	<input type="checkbox"/>
6. The Contractor provided effective post-implementation maintenance and operations support.	Choose an item.	<input type="checkbox"/>

Comments:
For Criteria with Ratings of 1, 2, or N/A:
General Comments:

As a representative of the Customer Organization listed above, I approved the responses to the previous statements about the performance of the Contractor listed above on the project identified in Section 2 of this Offeror Experience Reference Form.	
Printed Name:	Printed Title:
Signature:	Date:

**ATTACHMENT D
OFFER FORM OF-4**

**PROJECT PERSONNEL QUALIFICATION SHEET
PROJECT NO. ES2016-26**

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

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

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

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

REQUIREMENT	RESOURCE NAME	YEARS OF EXPERIENCE (yyyy TO yyyy)	EXAMPLES OF PROVEN EXPERIENCE OR REFERENCE TO RESUME
7. A minimum of two (2) years of experience in web and mobile application development			
8. A minimum of two (2) years of experience in database management administration			
9. A minimum of two (2) years of experience using the proposed software development tools			
10. A minimum of two (2) years of experience mapping indoor facility mapping experience			

ATTACHMENT E

2026-2027 STATE HOLIDAYS

**STATE OF HAWAII
STATE HOLIDAY SCHEDULE**

<u>2026</u>	<u>HOLIDAY</u>	<u>2027</u>
Monday, January 1, 2026	New Year's Day	Monday, January 1, 2027
Monday, January 19, 2026	Dr. Martin Luther King, Jr. Day	Monday, January 18, 2027
Monday, February 16, 2026	President's Day	Monday, February 15, 2027
Monday, March 26, 2026	Prince Jonah Kuhio Kalaniana'ole Day	Tuesday, March 26, 2027
Friday, April 3, 2026	Good Friday	Friday, March 26, 2027
Monday, May 25, 2026	Memorial Day	Monday, May 31, 2027
Monday, June 11, 2026	King Kamehameha Day	Tuesday, June 11, 2027
Tuesday, July 3, 2026	Independence Day	Thursday, July 5, 2027
Friday, August 21, 2026	Statehood Day	Friday, August 20, 2027
Monday, September 7, 2026	Labor Day	Monday, September 6, 2027
Tuesday, November 3, 2026	General Election Day	
Friday, November 11, 2026	Veteran's Day	Monday, November 11, 2027
Thursday, November 27, 2026	Thanksgiving	Thursday, November 25, 2027
Monday, December 25, 2026	Christmas	Wednesday, December 24, 2027

EXHIBIT A
CONTRACT FORMS AND AG GENERAL CONDITIONS



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

This Contract, executed on the respective dates indicated below, is effective as of
between
State of Hawaii ("STATE"), by its
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee
("HOPA")), whose address is
and
("CONTRACTOR"),
a
under the laws of the State of
whose business address and federal and state taxpayer identification numbers are as follows:

RECITALS

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

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

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

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

E. Pursuant to
the STATE is authorized to enter into this Contract.

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

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

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

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed _____ DOLLARS (\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal, and the Compensation and Payment Schedule, Attachment 2, which is attached to and made part of this Contract.

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

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

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

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

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

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

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

FUNDING AGENCY
(if other than contracting agency)

(Name of Funding Agency)

(Signature)

(Print Name)

(Print Title)

(Date)

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title) *

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

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

GENERAL CONDITIONS

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GENERAL CONDITIONS

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

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

3. Personnel Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Termination for Default.

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

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

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

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

14. Termination for Convenience.

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

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

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

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

- d. Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Payment Procedures; Final Payment; Tax Clearance.

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

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

19. Modifications of Contract.

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

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

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

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

21. Price Adjustment.

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

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

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

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

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

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

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

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

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

31. Records Retention.

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

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

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

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

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

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

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

b. Confidentiality of Material.

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

c. Security Awareness Training and Confidentiality Agreements.

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

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

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

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

e. Records Retention.

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