State of Hawaii Department of Budget and Finance

Request for Proposals

Green Fee Outcomes Framework & Monitoring/Evaluation Dashboard

RFP 2026-001G

Issued August 14, 2026

I. OVERVIEW

A. Background

The State of Hawaii Department of Budget and Finance (BUF), headed by the Director of Finance, is a central executive department responsible for managing the State's multi-billion-dollar operating and capital budgets, developing short-term and long-term financial plans, overseeing state bonds, and managing state investments.

In addition to financial planning, BUF houses crucial oversight and public entities including the attached agencies such as The Employees' Retirement System (ERS), The Office of the Public Defender, and Employer-Union Health Benefits Trust Fund (EUTF).

B. Purpose

Hawai'i's Green Fee refers to the additional tax revenues created by Act 96, Session Laws of Hawai'i 2025 (Act 96), that are to be used for environmental stewardship, climate and hazard resilience, and sustainable tourism. Act 250, Session Laws of Hawai'i 2025, as amended by Act 175, Session Laws of Hawai'i 2026, and their accompanying legislative budget worksheets, appropriate amounts for over 90 Green Fee projects across multiple state departments. These are listed in Attachment A.

The State of Hawaii seeks a qualified contractor to develop and implement a **monitoring and evaluation (M&E)** plan for Green Fee–funded projects and to develop a **public-facing dashboard** or equivalent information tool accessible via a website to showcase these M&E metrics, and to include additional storytelling and strategic impact information on Green Fee Projects.

The Green Fee is likely to continue funding additional projects each year. A transparent, accessible reporting system is needed to demonstrate how these green fee investments advance climate resilience and community benefit, consistent with the objectives in Act 96. In addition, information related to why Green Fee projects are important to Hawaii is needed for the public to understand the collective impact of these projects.

The public-facing dashboard should go beyond reporting basic metrics by incorporating storytelling elements—such as project narratives, community context, and visually engaging explanations of progress—to help the public understand not only what each Green Fee project is doing, but why it matters and how it contributes to Hawaii's broader climate resilience goals.

The goals of the dashboard are to:

- Demonstrate the impact of Green Fee investments to the State and how these investments collectively make Hawaii more resilient.
- Strengthen accountability for Green Fee funding, including information on where and how funds are being used and what the outcomes are.

The dashboard will be public-facing and may inform future policy decisions around Green Fee funding.

The selected contractor will:

- Consult with State stakeholders, including BUF, the Office of the Governor, administering departments, Green Fee project leads, and other parties designated by BUF, to establish a statewide monitoring and evaluation structure for Green Fee projects
- Develop or leverage an existing platform to create a public-facing dashboard (or equivalent) accessible via a website that can be independently maintained and updated to showcase M&E metrics, as well as storytelling elements to help the public understand the strategic impact of these projects and why they matter to the State.
- Provide training and support to Green Fee awardees and relevant stakeholders so that they understand the M&E plan and can report project metrics through the dashboard.
- Implement communications and outreach efforts to promote public awareness, accessibility, and engagement with the dashboard, including gathering information from stakeholders to create storytelling content and uploading it to the dashboard.

C. Authority

This RFP is issued under the provisions of 103D-303, Hawaii Revised Statutes (HRS), and the implementing Administrative Rules. All prospective offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Offeror shall constitute a representation of such knowledge on the part of such prospective Offeror.

D. Procurement Officer and Contract Administrator

This RFP is issued by the State of Hawaii Department of Budget and Finance. The Procurement Officer and Contract Administrator for this procurement are identified below. All procurement communications shall be directed through HIePRO (https://hiepro.ehawaii.gov) unless this RFP expressly provides otherwise.

Cynthia Morita, Fiscal Officer (Procurement Officer)
Sabrina Nasir, BPPM Administrator (Contract Administrator)
State of Hawaii Department of Budget and Finance
No. 1 Capitol District Building, 250 South Hotel Street, Honolulu, HI 96813
Phone: (808) 586-1518
Email: cynthia.morita@hawaii.gov

E. Procurement Timetable

Listed below are the important actions and corresponding final dates by which the actions must be taken or completed. **Offerors are notified that these dates are estimated by BUF and are subject to change at the discretion of BUF. BUF reserves the right to change any date(s) as deemed necessary and in the best interest of BUF.** If BUF decides to change a date for any reason, notification will be provided through the addendum process described in Section I.M., RFP Amendments and Addendum.

ACTION:	DATE:
Release of the RFP	August 14, 2026
Last date for questions	August 24, 2026
BUF response to questions	August 28, 2026
Deadline to submit proposals	September 15, 2026
Determination of priority-listed offerors	September 24, 2026
Presentations by priority-listed offerors	September 30, 2026
Best and final offers	October 7, 2026
Contract Award	October 21, 2026
Contract Start Date	October 30, 2026

Priority-listed offerors selected will be required to make a presentation on the date or date range stated in the Procurement Timetable in Honolulu, Hawaii. BUF will provide the format, location or virtual-access instructions, time limit, and any required presentation topics to all priority-listed offerors on an equal basis.

TERM OF CONTRACT, The contract shall be for an initial period of twenty-four (24) months, with the option to extend for two (2) additional twelve (12) month periods or portions thereof, without the necessity of reprocuring.

TYPE OF CONTRACT:
This is a firm fixed price contract. The base contract shall use deliverable-based fixed prices. No work outside the agreed deliverables shall begin without prior written authorization from the Contract Administrator.

F. Communications with BUF

All questions must be submitted through the Hawaii State eProcurement System (HIePRO). Questions must be submitted by the question deadline date and time shown in the Procurement Timetable. Answers will be given via the Hawaii State eProcurement System (HIePRO) site as noted in the Procurement Timetable.

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.

G. Submission of Proposals

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

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 and all proposals from the RFP Process

- **All Electronic Submission Required**
  Offerors must submit their entire proposal electronically through the State of Hawaii eProcurement System (HIePRO). This electronically submitted upload will be recognized by BUF as the official and legally binding original.

- **Number of Copies**
  1. **Electronic Copies:** One (1) complete digital file upload via HIePRO.
  2. **Hard Copies:** Zero (0). No physical paper copies will be accepted by BUF/ARO-Fiscal Office.
  3. **Alternate Media:** Zero (0). Submissions via thumb drives, flash drives, or optical discs (CD/DVD) are strictly prohibited.

- **Prohibited Submission Methods**
  Proposals submitted outside of the HIePRO platform will be automatically disqualified. BUF will not accept or consider submissions delivered via:
  1. USPS, FedEX, UPS, or hand delivery to the BUF/ARO-Fiscal office
  2. Facsimile (FAX) transmission
  3. Direct email to BUF staff or procurement officers.

- **File Size and Format Constraints**
  1. **Allowed Formats**: All documents must be uploaded in searchable Portable Document Format (PDF). Microsoft Word or Excel formats are only allowed if explicitly requested for budget spreadsheets or forms.
  2. **File Size Limits:** HIePRO accepts a maximum individual file size of 100MB. If the total proposal exceeds 100MB, the Offeror must split the proposal logically into separate files (e.g., “Proposal_Part_1.pdf”, “Proposal_Part_2.pdf”) and upload them sequentially.
  3. **Integrity:** It is sole responsibility of the Offeror to ensure that all uploaded files are uncorrupted, legible, and completely free of passwords, encryption, or digital rights management (DRM) locks that prevent evaluation committee access.

Payment to Hawaii Information Consortium, LLC dba Tyler Hawaii

HIePRO 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. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HIePRO system

H. Receipt, Opening and Recording of Proposals; Late Proposals

Proposals will not be opened publicly but will be opened in the presence of two or more procurement officials. Proposals and modifications will be shown only to personnel who have a legitimate interest in them.

After the date established for receipt of proposals, a register of proposals will be prepared which will include the name of each offeror and the number of modifications received, if any. The register of proposals shall be open to public inspection only after a contract has been awarded.

Any notice of withdrawal, notice of modification of a proposal with the actual modification, or any proposal received by the Procurement Officer after the time and date set for receipt and opening of proposals is late and will not be considered for award. A late proposal, late modification, or late withdrawal shall not be considered late if it would have been timely but for the action or inaction of personnel within BUF. A late withdrawal request shall be answered with a statement of the reasons for nonacceptance of the withdrawal.

An offeror may withdraw and resubmit a proposal prior to the final submission date. No withdrawals or re-submissions will be allowed after the final submission date.

I. Best and Final Offer (BAFO)

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror’s BAFOs shall be submitted to the State through HIePRO 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 in accordance with the evaluation criteria and point values set forth in Section IV of this RFP.

J. Mistakes in Proposals

Mistakes shall not be corrected after the contract. Before the award is made, if the Procurement Officer has reason to conclude that a mistake has been made, the Procurement Officer will request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn.

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

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 evidenced on the face of the proposal, in which event, the proposal may not be withdrawn.

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 nonresponsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

K. Costs for Proposal Preparation

Expenses for the development and submission of responses to the RFP are the sole responsibility of the organization submitting the response. Travel and expenses to and from the State of Hawaii are also the sole responsibility of the organization submitting the response.

L. Disqualification of Proposals

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

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

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

M. RFP Amendments and Addendum

BUF may modify any part of the RFP, prior to the date fixed for final submission of responses, by issuance of an addendum to all participating parties. BUF will respond to questions and inquiries via the addendum process. Addenda will be numbered consecutively.

N. Cancellation of Request for Proposals/Rejections of Proposals

This RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of BUF.

O. Uncertainties Beyond the Control of BUF

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

P. Proposal Bonds; Performance and/or Payment Bonds

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

Q. Acceptance of Proposal and Execution of Contract

Acceptance of a proposal, if any, will be made as provided in the Procurement Timetable found in I.E. The Offeror must have the ability to perform as called for in the RFP and in the contract. BUF shall be the sole judge of capability. The successful Offeror will be notified by letter that its proposal has been accepted and that the Offeror is being awarded the contract.

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

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

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

If the Offeror to whom a contract is awarded shall fail or neglect to enter into the contract within ten days after such award or within such further time as may be allowed, the Procurement Officer will consider the next highest ranked offeror or may call for new proposals, if it is deemed to be in the best interests of BUF.

R. Debriefing

Nonselected offerors may submit a written request for debriefing to the Procurement Officer or designee within three (3) working days after the posting of the award of the contract. If a debriefing is requested by one or more of the nonselected offerors, a combined debriefing will be held. The debriefing will be held, to the maximum extent practicable, within seven (7) working days after receiving receipt by the Procurement Officer or designee of the first request for debriefing.

A protest by the requestor following a debriefing shall be filed within five (5) working days after completion of the debriefing, as provided by applicable law.

S. Protest Procedures

Pursuant to §103D-701, HRS and §3-126-3, HAR, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer
State of Hawaii Department of Budget and Finance
No. 1 Capitol District Building
250 South Hotel Street
Honolulu, HI 96813
Phone: (808) 586-1518
Email: cynthia.morita@hawaii.gov

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

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site: https://hiepro.ehawaii.gov

T. Requirements for Doing Business in the State of Hawaii

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

1. Chapter 237, General Excise Taxes.
2. Chapter 383, Unemployment Insurance.
3. Chapter 386, Workers' Compensation.
4. Chapter 392, Temporary Disability Insurance.
5. Chapter 393, Prepaid Health Care.

And one of the following:

1) Be registered and incorporated or organized under the laws of the State of Hawaii,

Or

2) Be registered to do business in the State of Hawaii.

Reference Responsibility for Offerors in §3-122-112, HAR. Offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

Chapter 237, HRS, tax clearance requirement for award and final payment. Pursuant to §103D-328, HRS, the successful offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the purchasing agency.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev.2003) which is available at the DOTAX offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.state.hi.us/tax/alphalist.html

DOTAX Forms by Fax/Mail: (808) 587-7572 or 1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application.

Facsimile numbers are:
DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the offeror and must be submitted directly to the DOTAX or IRS and not to the purchasing agency.

Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to a tax clearance certificate an original “Certification of Compliance for Final Payment” (SPO Form 22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov.

Chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care), HRS, requirements for award. Pursuant to §103D-310(c), HRS, the successful offeror shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of the issue and must be valid on the date it is received by the purchasing agency.

The application for certificate of compliance (Form LIR #27) can be obtained from the DLIR website:

http://www.dlir.state.hi.us/forms/ApplicationforCertificateofCompliance.pdf

or from:

DLIR Administrative Services Office
830 Punchbowl Street, Room 309
Honolulu, HI 96813
Phone: (808) 586-8888
Fax: (808) 586-8899

The DLIR will return the form to the offeror who in turn shall submit it to the purchasing agency. The application for the Certificate is the responsibility of the offeror and must be submitted directly to the DLIR and not to the purchasing agency.

Business registration.
Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division ("BREG"). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An offeror's status as sole proprietor or other business entity and its business street address indicated on Proposal Letter will be used to confirm that the offeror is a Hawaii business.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business" is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, offeror shall submit a CERTIFICATE OF GOOD STANDING.

To obtain a CERTIFICATE OF GOOD STANDING go online to www.businessregistrations.com and follow the instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 am to 4:30 pm-HST). The "Certificate of Good Standing" is valid for six (6) months from date of issue and offerors are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the BREG.

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

Vendor Compliance - Hawaii Compliance Express (HCE)
Vendors may use the HCE, which is an electronic system that allows vendors/Contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Department of Labor and Industrial Relations, and Department of Commerce and

Consumer Affairs.

Effective September 15, 2025, the Internal Revenue Service (IRS) discontinued its participation in the Hawaiʻi Compliance Express (HCE) program. As a result, vendors – excluding tax-exempt vendors – must directly upload their IRS Tax Compliance Report (TCR) to the HCE system. Vendors shall comply with the current IRS tax clearance and waiver procedures established by the State Procurement Office and Department of Taxation, including Procurement Circular 2026-12, as amended.

Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at https://vendors.ehawaii.gov.

II. SCOPE OF WORK

A. Introduction

The purpose of the agreement resulting from this RFP is to obtain professional services to establish a statewide Green Fee outcomes and monitoring framework, configure and launch a public-facing information and evaluation dashboard accessible via a website, train State users and project leads, and transfer the system, documentation, and operating knowledge to the State.

Project Title: Green Fee Outcomes Framework & Monitoring/Evaluation Dashboard

Maximum Contract Budget: $500,000

Implementation Period: Twenty-four (24) months following issuance of the Notice to Proceed.

B. Timeline & Project Lifespan

The contract will commence upon full execution and issuance of a written notice to proceed. The initial implementation will cover the active cohort of Green Fee-funded projects identified by BUF and will establish a structure capable of accommodating future projects and reporting cycles.

Bidders must design or leverage an existing platform to create a visualization tool that includes a sustainable, interactive framework that transitions data maintenance to the project leads, allowing them to independently update metrics, timelines, and storytelling elements following completion of the initial implementation period.

Bidders are also responsible for ensuring the platform is publicly accessible via a website and supported by outreach efforts to promote public awareness and engagement.

C. Scope of Work and Guidelines

The following structure serves as the primary guideline for the contract. Bidders may propose strategic improvements, methodology changes, or alternative technical approaches based on industry's best practices. The State encourages the use of existing, commercially available dashboarding platforms rather than custom software development, provided the selected tools meet accessibility, security, and long-term sustainability requirements.

1. Phase I: Outcomes Framework (Prerequisite)

Before any dashboard architecture is built, the contractor will collaborate with state agencies to establish a Green Fee Outcomes Framework.

The contractor will work with the State agencies to:

- Recommend a practical hierarchy and number of statewide outcomes, project

indicators, outputs, and financial measures, subject to BUF approval.
- Map each project to one or more applicable statewide outcomes while preserving project-specific measures where needed.
- Align the framework explicitly with the legislative goals of Act 96.
- Develop an indicator dictionary and instructional guidance identifying each measure's definition, purpose, formula, unit, source, owner, baseline, target, reporting frequency, documentation standard, validation rule, and public-display rule.

2. Phase II: Dashboard Development Layers

The contractor will design or configure a public-facing dashboard accessible via a website using existing dashboarding tools (e.g., Tableau, Power BI, ArcGIS Online, or similar platforms). Custom software development is not required unless proposed by the bidder as a valued enhancement.

The dashboard shall include, at a minimum, the following interconnected functional areas, such as:
1. Financial Transparency Layer
2. Project Tracking Layer
3. Outcomes Layer (High Priority)
4. Geographic (GIS) Layer
5. Storytelling Layer
6. Strategic Impact Layer

Technical and Operational Requirements
Document the proposed solution architecture, hosting model, development and production environments, data flows, integrations, backup and recovery, audit logging, authentication, role-based access, and administrative controls.

Meet applicable State security, privacy, records-retention, and incident-reporting requirements. The contractor shall identify data classifications and shall not expose restricted data through the public dashboard.

Meet the State-adopted accessibility standard. Deliverables shall include automated and manual accessibility testing, and State acceptance before public release.

Support current major desktop and mobile browsers and define measurable standards for availability, page-load performance, data-refresh frequency, and user capacity.

Provide the State with all source files, schemas, data models, connectors, configurations, credentials, design assets, documentation, and other materials needed to maintain the solution, subject to disclosed third-party license terms.

Identify all recurring costs, license tiers, administrator and contributor account limits, hosting charges, renewal assumptions, and any functionality lost if optional services are not renewed.

The dashboard must be intuitive, interactive, visually clear, and accessible. The dashboard must also be maintainable by trained State staff without routine vendor intervention.

Independent maintenance means State administrators are able to add projects, manage users, update data sources, revise approved content, correct data, publish releases, access audit records, and perform ordinary configuration changes using transferred documentation and credentials.

D. Phase III: Long-Term Legacy & Self-Updating Framework

To accommodate projects extending beyond the initial two-year cycle, bidders must explicitly address:

- Decentralized Data Entry Architecture. A secure, user-friendly interface—within the chosen dashboarding tool or a companion platform—allowing project leads to update their own data.
- Automated Data Validation & Notification Triggers. Built-in rules and reminders to ensure timely and accurate updates.
- Role-Based Access Control (RBAC). Ensuring project leads can edit only their own data while State administrators retain oversight.
- Self-Paced Training & Continuity Documentation. Includes video walkthroughs, user manuals, and administrator guides.
- Instructional Guidance for Agencies. The contractor must co-develop with the State a clear, accessible set of instructions for agencies on:
  - How to report outcomes
  - How to upload/update data
  - How to maintain narrative and multimedia elements
  - How to ensure consistency across reporting cycles
- Transition and Acceptance
  - Conduct administrator and end-user training using State-approved materials and recorded sessions.
  - Complete a transition exercise in which designated State staff perform core administrative and reporting tasks without contractor intervention.
  - Correct all material defects identified during acceptance testing before final acceptance.
  - Provide at least ninety (90) calendar days of post-launch warranty support for defects, accessibility issues, configuration errors, and documentation gaps. Offerors shall separately price any support extending beyond the warranty period.

E. Deliverables

The Contractor shall complete all work within the FY2026-2027 through FY2028-2029 performance period. Payments will be made on a deliverable-based schedule that is agreed to by the State. All deliverables must be submitted in draft and final form, with final approval by BUF required prior to payment release.

Phase I — Outcomes Framework Development (Months 1–6)

- Preliminary online visual of fiscal data for initial set of projects (to be posted by December 31, 2026)
- Work plan
- Meeting with Stakeholders
- Monitoring and Evaluation Framework
- Instructional Guidance for State Agencies on Outcome Reporting

Phase II — Dashboard Architecture & Development (Months 6–18)

- Prototype Dashboard (Internal)
- Public-Facing Dashboard Beta Release
- Public visualization tool architecture
- Ongoing meetings with stakeholders
- Further refinement of M&E framework and dashboard

Phase III — Long-Term Legacy & Self-Updating Framework (Months 18–24)

- Data entry workflow or interface
- Training materials and documentation
- Final completed dashboard
- Full transfer of files, settings, and system configuration

F. Payment Schedule (Deliverables-Based)

The final contract shall assign a fixed payment amount to each accepted deliverable. The final deliverable schedule shall be discussed and agreed upon by the parties before contract execution. Final payment shall be withheld until the State confirms completion of transition testing, transfer of all required materials and credentials, correction of any material defects, and final acceptance of all contract requirements.

Pursuant to §103-10, HRS, 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 §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.

III. PROPOSAL INSTRUCTIONS

A. Overview of Minimum Requirements

The offeror shall prepare a written proposal that will fully describe the qualifications and availability of the offeror to provide the services requested and the compensation the offeror proposes in response to this RFP. The proposal shall include, without limitation, the following:

a. Cover letter
b. Executive Summary and understanding of the project.
c. Monitoring and evaluation framework methodology, including an initial results hierarchy and approach to project variability.
d. Technical solution and architecture, including platform, hosting, environments, integrations, security, accessibility, performance, licensing, and long-term maintenance.
e. Implementation work plan, schedule, project management, risk management, and State dependencies.
f. Governance, stakeholder engagement, data collection, data validation, and content approval approach.
g. Training, knowledge transfer, transition, warranty support, and continuity plan.
h. Communications and storytelling approach, with clear assumptions regarding interviews, translation, photography, video, public meetings, social media, and paid promotion.
i. Organization qualifications, relevant projects, references, and sample work products.
j. References including key personnel, roles, level of effort, resumes, availability, and proposed subcontractors, where applicable.
k. Contract exceptions and requested modifications.
l. Completed Fee Proposal and all required certifications.
m. Acknowledgement of review of contract general conditions (Attachment B, which can also be found at https://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf)

B. Cover Letter

The RFP response must include a cover letter addressed to the Procurement Officer. The letter, which will be considered an integral part of the Proposal, must contain the following:

1. Contact Information

The cover letter shall include the offeror's name, address, telephone/fax numbers, and e-mail address.

2. Terms and Conditions of RFP

A statement that the offeror fully understands and will comply with all terms and conditions contained in the RFP.

The offeror must include written acknowledgement of receipt of any and all amendments or addenda made to this RFP.

3. **Legal Entity**
A statement indicating that the offeror is an individual, a partnership, a limited liability company or a corporation. If the offeror is a corporation, a partnership, a limited liability company or other legal entity, include a statement indicating the jurisdiction where the offeror is organized.

4. **Authorized Signature**
The cover letter must be signed by an individual or individual authorized to legally bind the offeror. If the offeror is a corporation, evidence in the form of a certified copy of a corporate resolution or certified copy of articles of incorporation or bylaws shall be submitted showing the individual's authority to bind the corporation. If the offeror is a partnership, the proposal must be signed by all the partners or evidence in the form of a certified copy of the partnership agreement shall be submitted showing the individual's authority to bind the partnership. Similar evidence must be submitted for an individual signing the proposal letter on behalf of any other kind of entity.

5. **Federal Tax ID No.**
The cover letter shall include the offeror's federal tax identification number.

6. **Hawaii General Excise Tax ID No.**
A Hawaii General Excise Tax (GET) ID must be provided or a representation that a Hawaii General Excise Tax ID will be obtained prior to commencement of the work.

7. **Current Licenses and Registration**
A statement identifying all professional, business, platform, or other licenses required to perform the offeror's proposed solution. If no professional license is legally required for the proposed services, the offeror shall state so. The selected offeror must be registered and compliant to do business in the State of Hawaii before award or contract execution, as required by law.

8. **Subcontracting Services**
A statement by the offeror indicating that the work described in the RFP will not be subcontracted, except as described in the proposal, or assigned. The extent to which the work will be subcontracted, and the qualifications of any subcontractor will be considered in evaluating the offeror's ability to perform the service referred to in the RFP.

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.

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.

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.

9. **Non-discrimination**
A statement of affirmative action that the offeror does not discriminate in employment and practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, handicap or disability.

10. **BUF Approval of Contractor's Recommendations**
A statement that the offeror understands that BUF reserves the right to disapprove contractor recommendations without penalty when they conflict with the policy or fiscal interests of the BUF, as determined by the BUF.

11. **Terms and Conditions of Contract**
Affirm that the provisions of the sample contract in Attachment B are acceptable or state any proposed modifications. BUF reserves the right to decline or classify as "unresponsive" any substantive changes, modifications, or revisions to the provisions of the sample contract.

C. Confidential or Proprietary Information

The offeror shall designate those portions of the proposal that contain trade secrets or other proprietary data/information that the offeror wishes to remain confidential. This information must be clearly marked and readily separable from the proposal to facilitate public inspection of the non-confidential portions. Any request for public inspection is subject to the requirements of Chapter 92F, HRS. The entire proposal CANNOT be considered confidential. The fee proposal CANNOT be considered confidential.

D. Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by

Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

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

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

COVERAGE	**LIMITS**
Commercial General Liability	$1,000,000 per occurrence
(Occurrence form)	$2,000,000 aggregate
Automobile Liability	$1,000,000 per accident

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

Professional and Technology-Based Services Liability Insurance shall be required to insure against damages and claim the expense as a result of claims arising from actual or alleged wrongful acts in performing cyber and technology activities in the amount of $2,000,000, per accident/occurrence/annual aggregate.

Network and Cyber Liability Insurance
Include coverage for Professional and Technology-Based Services Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance reference above in the amount of $2,000,000, per claim/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.

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

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

b. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

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

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

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

IV. PROPOSAL EVALUATION

A. Introduction

BUF seeks a qualified contractor to develop the Green Fee outcomes framework, monitoring and evaluation structure, public-facing dashboard accessible via a website, and related training and transition services through a fair and competitive process. Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State of Hawaii, taking into consideration price and the evaluation factors set forth in this RFP.

Through the selection process, BUF reserves its sole discretion in awarding the contract. BUF reserves the right:

1. To not award the contract to the lowest cost offeror.
2. To not award the contract at all.

B. Evaluation Process

A committee selected by the Procurement Officer will review and evaluate all proposals submitted by the deadline specified in this RFP.

The evaluation process will be conducted in five phases:
Phase 1 - Evaluation of Mandatory Requirements
Phase 2 - Establishment of Priority List of Offerors
Phase 3 - Interviews with Priority-Listed Offerors
Phase 4 - Final Evaluation of Proposals
Phase 5 – Award

C. Evaluation Criteria

Evaluation & Scoring Matrix

Evaluators shall consider only the information submitted in response to this RFP, permitted clarifications, interviews, discussions, and best and final offers. Evaluators shall evaluate proposals solely in accordance with the evaluation criteria and point values stated in this RFP.

A maximum of 100 points may be awarded:

D. Evaluation Criteria Points

CRITERIA	POINTS
Monitoring and Evaluation Framework Methodology	35
Technical Dashboard Solution, Accessibility, Security, and Maintainability	25
Implementation, Governance, Training, and Transition Approach	15
Organization Qualifications, Relevant Experience, and Past Performance	15
Cost	10
Total	100

E. Organizational Criteria

Offeror must demonstrate:

- Prior experience developing public-facing dashboards or data visualization tools. Offeror must provide specific projects and dates performed.
- Capacity to perform statewide data collection, aggregation, and stakeholder coordination.
- Ability to meet security, accessibility, and data privacy requirements applicable to government systems.
- Past performance on projects of similar scope for public agencies or private industry, including performance demonstrated through references provided by the Offeror.

F. Key Personnel Qualifications Criteria

The Offeror must identify key staff assigned to the project who possess:

- Experience in Monitoring & Evaluation (M&E) design.
- Experience in data architecture, platform design, or dashboard development.
- Experience in community engagement or storytelling content development.
- Experience working with a broad range of stakeholders, including State employees, non-profits, and community groups.
- Offeror must provide current resumes for key staff.

G. Technical Qualifications Criteria

Offeror must show:

- Familiarity with Hawaii state government operations, or comparable experience performing similar work in another U.S. state jurisdiction.
- Ability to design or utilize platforms that comply with applicable State-adopted digital accessibility standards.
- Ability to transfer full ownership of all system components (credentials, configurations, data structures) to the State, or provide a subscription model the State can independently maintain.

Bidders must propose an initial methodology and set of ideas for developing a comprehensive Monitoring and Evaluation (M&E) framework for more than 90 Green Fee–funded climate resilience projects. Because the final framework will be refined collaboratively with State agencies and informed by deeper understanding of project-level data, bidders should present creative, evidence-based approaches, recommended metrics, and potential dashboard structures as starting points—clearly explaining how their methodology could adapt as they work with stakeholders to assess data availability, project variability, and Act 96 objectives.

BUF reserves the right to modify the evaluation criteria, or any other part of this RFP, prior to the date for final submission of responses.

H. Phase 1 – Evaluation of Mandatory Requirements

The evaluation of the mandatory requirements shall be on a "pass/no pass" basis. The purpose of this phase is to determine whether an offeror's proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Failure to meet the mandatory requirements ("no pass") will be grounds for deeming the proposal nonresponsive to the RFP and rejection of the proposal.

Only those proposals meeting the following mandatory requirements ("pass") of Phase 1 will be considered in Phase 2:

- Submission of a Complete Cover letter
- Executive Summary and understanding of the project.
- Monitoring and evaluation framework methodology, including an initial results hierarchy and approach to project variability.
- Technical solution and architecture, including platform, hosting, environments, integrations, security, accessibility, performance, licensing, and long-term maintenance.
- Implementation work plan, schedule, project management, risk management, and State dependencies.
- Governance, stakeholder engagement, data collection, data validation, and content approval approach.
- Training, knowledge transfer, transition, warranty support, and continuity plan.
- Communications and storytelling approach, with clear assumptions regarding interviews, translation, photography, video, public meetings, social media, and paid promotion.
- Organization qualifications, relevant projects, references, and sample work products.
- Key personnel, including roles, level of effort, resumes, availability, and proposed subcontractors, where applicable.
- Contract exceptions and requested modifications.
- Completed Proposal and all required certifications.
- Acknowledgement of review of contract general conditions (Attachment B)

I. Phase 2 – Establishment of Priority List of Offerors

All offerors who pass Phase 1, Evaluation of Mandatory Requirements, shall be classified as "acceptable." If there are more than three "acceptable" offerors, the Evaluation Committee will evaluate all proposals and establish a priority list of no more than three (3) offerors who received the best preliminary evaluations.

J. Phase 3 – Interviews with Priority-Listed Offerors

During this phase, the selection committee and BUF Procurement Officer will notify Priority-

Listed Offerors with the opportunity to do a presentation to the BUF Selection Committee. Presentations will occur according to the Procurement Timetable.

K. Phase 4 – Final Evaluation of Proposals

During this phase, BUF will conduct final evaluations of the priority-listed offerors' proposals in accordance with the criteria listed under the Evaluation Criteria section.

L. Phase 5 – Award

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

Attachments

AGR	AGR141	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR AGRICULTURAL RESOURCE MANAGEMENT (AGR141).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: IRRIGATION PUBLIC SAFETY POWER SHUTOFF PREPAREDNESS (FY27: 1,500,000) $1,500,000 NON-RECURRING.	$ 1,500,000
AGR	AGR141	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR AGRICULTURAL RESOURCE MANAGEMENT (AGR141).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: WATER SYSTEMS SAFETY AND PREPAREDNESS (FY27: 1,000,000) $1,000,000 NON-RECURRING.	$ 1,000,000
AGR	AGR192	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR GENERAL ADMINISTRATION FOR AGRICULTURE (AGR192).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - HAWAII MESONET SYSTEM (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000
AGR	AGR192	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR GENERAL ADMINISTRATION FOR AGRICULTURE (AGR192).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - UH BIOSECURITY FACILITY (FY27: 3,700,000) $3,700,000 NON-RECURRING.	$ 3,700,000

AGR	AGR192	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR GENERAL ADMINISTRATION FOR AGRICULTURE (LNR192).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - SEABIRD HABITAT PROTECTION THROUGH INVASIVE SPECIES CONTROL (FY27: 226,140) $226,140 NON-RECURRING.	$ 226,140
AGR	AGR192	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR GENERAL ADMINISTRATION FOR AGRICULTURE (AGR192).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - IN VESSEL COMPOSTER WASTESTREAM MANAGEMENT: HAWAII COUNTY (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000
BED	BED101	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR OFFICE OF INTERNATIONAL AFFAIRS (BED101/IA).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - EAST WEST CENTER ENVIRONMENT AND CLIMATE COORDINATION (FY27: 1,000,000) $1,000,000 NON-RECURRING.	$ 1,000,000
BED	BED101	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR OFFICE OF INTERNATIONAL AFFAIRS (BED101/IA).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - INTERNATIONAL RELATIONS (FY27: 300,000) $300,000 NON-RECURRING.	$ 300,000

BED	BED115	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HAWAII TOURISM AUTHORITY - SPORTS AND SIGNATURE EVENTS (BED115/SS).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - SPORTS AND SIGNATURE EVENTS STUDY (FY27: 350,000) $350,000 NON-RECURRING.	$ 350,000
BED	BED138	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HAWAII GREEN INFRASTRUCTURE AUTHORITY (BED138/GI).	DETAIL OF LEGISLATIVE ADJUSTMENT: CESSPOOL CONVERSION REVOLVING LOAN FUND (FY27: 2,000,000) $2,000,000 NON-RECURRING.	$ 2,000,000
BED	BED144	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR STATEWIDE PLANNING AND COORDINATION (BED144).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - PRESERVATION OF MANTOKUJI BAY (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000
BED	BED144	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR STATEWIDE PLANNING AND COORDINATION (BED144).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - STATE CLIMATE ADAPTATION PLAN (FY27: 400,000) $400,000 NON-RECURRING.	$ 400,000
BED	BED144	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR STATEWIDE PLANNING AND COORDINATION (BED144).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - SOLID WASTE MANAGEMENT (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000

BED	BED144	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR STATEWIDE PLANNING AND COORDINATION (BED144).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - NATIONAL DISASTER ECONOMIC RECOVERY STRATEGY UPDATE AND IMPLEMENTATION (FY27: 2,000,000) $2,000,000 NON-RECURRING.	$ 2,000,000
BED	BED170	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR AGRIBUSINESS DEVELOPMENT AND RESEARCH (BED170/KB).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE – WATER SYSTEMS SAFETY AND PREPAREDNESS, WEST KAUAI (FY27: 10,886,000) $10,886,000 NON-RECURRING.	$ 10,886,000
BED	BED170	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR AGRIBUSINESS DEVELOPMENT AND RESEARCH (BED170/KB).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE – WATER SYSTEMS SAFETY AND PREPAREDNESS, OAHU (FY27: 750,000) $750,000 NON-RECURRING.	$ 750,000
BED	BED170	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR AGRIBUSINESS DEVELOPMENT AND RESEARCH (BED170/KB).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE – CATTLE SLAUGHTERHOUSE (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000

BED	BED170	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR AGRIBUSINESS DEVELOPMENT AND RESEARCH (BED170/KB).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE – FORAGE DRYING FACILITY (FY27: 1,200,000) $1,200,000 NON-RECURRING.	$ 1,200,000
BED	BED170	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR AGRIBUSINESS DEVELOPMENT AND RESEARCH (BED170/KB).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE – FOOD AND PRODUCT INNOVATION NETWORK (FY27: 7,073,311) $7,073,311 NON-RECURRING.	$ 7,073,311
BUF	BUF101	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR DEPARTMENTAL ADMINISTRATION AND BUDGET DIVISION (BUF101).	FROM SPECIAL LAND AND DEVELOPMENT FUND GREEN FEE- MONITORING AND EVALUATION: DETAIL OF LEGISLATIVE ADJUSTMENT: MONITORING AND EVALUATION (FY27: 500,000) $500,000 NON-RECURRING. SEE BED113 SEQ. NO. 130-001. SEE LNR906 SEQ. NO. 130-009. SEE TRN995 SEQ. NO. 130-002.	$ 500,000
CCA	CCA901	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PUBLIC UTILITIES COMMISSION (CCA901).	DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - GREEN ENERGY STUDY $900,000 NON-RECURRING.	$ 900,000

DEF	DEF118	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HAWAII EMERGENCY MANAGEMENT AGENCY (DEF118).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - LAUPAHOEHOE (FY27: 268,000) $268,000 NON-RECURRING	$ 268,000
DEF	DEF118	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HAWAII EMERGENCY MANAGEMENT AGENCY (DEF118).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - KAUAI FLOOD NOTIFICATION (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000
DEF	DEF118	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HAWAII EMERGENCY MANAGEMENT AGENCY (DEF118).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - DISASTER PREPAREDNESS - LIMITED ENGLISH PROFICIENCY AND ADA (FY27: 600,000) $600,000 NON-RECURRING.	$ 600,000
DEF	DEF118	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HAWAII EMERGENCY MANAGEMENT AGENCY (DEF118).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - HOME RETROFIT (HURRICANE) (FY27: 4,000,000) $4,000,000 NON-RECURRING.	$ 4,000,000
EDN	EDN400	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR SCHOOL SUPPORT (EDN400).	DETAIL OF LEGISATIVE ADJUSTMENT: GREEN FEE - BRUSH & VEGETATION CONTRACTS (FY27: 4,000,000) $4,000,000 NON-RECURRING.	$ 4,000,000

EDN	EDN400	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR SCHOOL SUPPORT (EDN400).	DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - WAIPAHU HIGH SCHOOL - ADA COMPLIANCE (FY27: 800,000) $800,000 NON-RECURRING.	$ 800,000
EDN	EDN400	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR SCHOOL SUPPORT (EDN400).	DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - ALTERNATIVE LEARNING PROGRAM FACILITY FOR THE NANAKULI-WAIANAE COMPLEX (FY27: 400,000) $400,000 NON-RECURRING.	$ 400,000
HHL	HHL602	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PLANNING AND DEVELOPMENT FOR HAWAIIAN HOMESTEADS (HHL602/BB).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - EXISTING/PLANNED PROJECTS THAT RELATE TO ACT 96 (FY27: 2,000,000) $2,000,000 NON-RECURRING.	$ 2,000,000
HHL	HHL602	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PLANNING AND DEVELOPMENT FOR HAWAIIAN HOMESTEADS (HHL602/BB).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - DHHL WASTEWATER IMPROVEMENT KEAUKAHA (FY27: 4,000,000) $4,000,000 NON-RECURRING.	$ 4,000,000

HTH	HTH212	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HAWAII HEALTH SYSTEMS CORPORATION - REGIONS (HTH212).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - KONA AND KOHALA HOSPITAL (FY27: 2,500,000) $2,500,000 NON-RECURRING.	$ 2,500,000
HTH	HTH840	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ENVIRONMENTAL MANAGEMENT (HTH840).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - COMPREHENSIVE WATERSHED-BASED WATER QUALITY MONITORING PILOT PROGRAM (FY27: 200,000) $200,000 NON-RECURRING.	$ 200,000
HTH	HTH907	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR GENERAL ADMINISTRATION (HTH907).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - COMMUNITY HEALTH CENTERS MICROGRID (FY27: 2,000,000) $2,000,000 NON-RECURRING.	$ 2,000,000
LAW	LAW822	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR OFFICE OF THE STATE FIRE MARSHAL (LAW822).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - PULAMA I KA AINA STATEWIDE EARLY WILDFIRE DETECTION (FY27: 518,600) $518,600 NON-RECURRING.	$ 518,600

LNR	LNR101	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PUBLIC LANDS MANAGEMENT (LNR101).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: KAANAPALI BEACH RESTORATION (FY27: 1,000,000) $1,000,000 NON-RECURRING.	$ 1,000,000
LNR	LNR101	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PUBLIC LANDS MANAGEMENT (LNR101).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: CONSERVATION OF AGRICULTURE AND SOIL HEALTH (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000
LNR	LNR101	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PUBLIC LANDS MANAGEMENT (LNR101).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: BEACH RESTORATION (FY27: 8,000,000) $8,000,000 NON-RECURRING.	$ 8,000,000
LNR	LNR172	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR FORESTRY - RESOURCE MANAGEMENT AND DEVELOPMENT (LNR172).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: HALE PIULA WATERTANK REPLACEMENT AND CLEAN UP, HAWAII (FY27: 2,000,000) $2,000,000 NON-RECURRING.	$ 2,000,000

LNR	LNR172	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR FORESTRY - RESOURCE MANAGEMENT AND DEVELOPMENT (LNR172).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: STRENGTHENING PUBLIC SAFETY MEASURES THROUGHOUT HAWAII STATE FOREST RESERVES (FY27: 1,410,000) $1,410,000 NON-RECURRING.	$ 1,410,000
LNR	LNR172	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR FORESTRY - RESOURCE MANAGEMENT AND DEVELOPMENT (LNR172).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: URBAN EXTREME HEAT TEMPERATURE REDUCTION PROJECTS (FY27: 1,500,000) $1,500,000 NON-RECURRING.	$ 1,500,000
LNR	LNR172	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR FORESTRY - RESOURCE MANAGEMENT AND DEVELOPMENT (LNR172).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: KOAIA SEED ORCHARDS (FY27: 400,000) $400,000 NON-RECURRING.	$ 400,000
LNR	LNR172	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR FORESTRY - RESOURCE MANAGEMENT AND DEVELOPMENT (LNR172).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: HAZARDOUS TREE ASSESSMENT & REMOVAL (FY27: 175,000) $175,000 NON-RECURRING.	$ 175,000

LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: PROTECTING COMMUNITIES FROM WAVE ENERGY AND STORM SURGE BY MAINTAINING NATURAL CORAL REEF BREAKWATERS (FY27: 980,000) $980,000 NON-RECURRING.	$ 980,000
LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: WATERSHED COORDINATION AND RESTORATION FOR REEF RESILIENCE (FY27: 750,000) $750,000 NON-RECURRING.	$ 750,000
LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: COMMUNITY DRIVEN, MARINE RESOURCES RESILIENCY PLANNING (FY27: 550,000) $550,000 NON-RECURRING.	$ 550,000
LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: KAUAI CORAL RESTORATION PROGRAM (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000

LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: REGULATORY AND INTERPRETIVE SIGNAGE PLAN AND IMPLEMENTATION (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000
LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: COMMUNITY LED MARINE DEBRIS CLEAN-UP (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000
LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: NA MANU ELELE MAKAI (FY27: 1,000,000) $1,000,000 NON-RECURRING.	$ 1,000,000
LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: DAY-USE MOORING BUOY MAINTENANCE (FY27: 350,000) $350,000 NON-RECURRING.	$ 350,000

LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: MANGROVE REMOVAL AND SHORELINE AND STREAM MAINTENANCE (FY27: 800,000) $800,000 NON-RECURRING.	$ 800,000
LNR	LNR401	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ECOSYSTEM PROTECTION AND RESTORATION (LNR401).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: PILOT CONVERSION OF CESSPOOLS - HONAUNAU (FY27: 1,000,000) $1,000,000 NON-RECURRING.	$ 1,000,000
LNR	LNR402	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATIVE RESOURCES AND FIRE PROTECTION PROGRAM (LNR402).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: ENDANGERED FOREST BIRD MOSQUITO ABATEMENT (FY27: 1,600,000) $1,600,000 NON-RECURRING.	$ 1,600,000
LNR	LNR402	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATIVE RESOURCES AND FIRE PROTECTION PROGRAM (LNR402).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: THREATENED AND ENDANGERED SEABIRD COLONY MANAGEMENT AND RECOVERY ON KAUAI (FY27: 353,653) $353,653 NON-RECURRING.	$ 353,653

LNR	LNR402	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATIVE RESOURCES AND FIRE PROTECTION PROGRAM (LNR402).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: HAWAII WILDFIRE RISK REDUCTION PROGRAM/FIREWISE (FY27: 5,714,105) $5,714,105 NON-RECURRING.	$ 5,714,105
LNR	LNR404	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR WATER RESOURCES (LNR404).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: HAWAII WATER CONSERVATION PLAN (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000
LNR	LNR404	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR WATER RESOURCES (LNR404).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: HAWAII DROUGHT PLAN (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000
LNR	LNR404	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR WATER RESOURCES (LNR404).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: HYDROLOGIC STUDIES AND RESEARCH (FY27: 1,500,000) $1,500,000 NON-RECURRING.	$ 1,500,000

LNR	LNR405	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ONSERVATION AND RESOURCES ENFORCEMENT (LNR405).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: MAKAI WATCH PROGRAM EXPANSION (FY27: 360,916) $360,916 NON-RECURRING.	$ 360,916
LNR	LNR405	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR ONSERVATION AND RESOURCES ENFORCEMENT (LNR405).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: CONSERVATION RESOURCE ENFORCEMENT (FY27: 2,300,561) $2,300,561 NON-RECURRING.	$ 2,300,561
LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: ENDANGERED PLANT SEED BANKING (FY27: 450,000) $450,000 NON-RECURRING.	$ 450,000
LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: MAUI NUI ENDANGERED SPECIES PREDATOR CONTROL (FY27: 436,464) $436,464 NON-RECURRING.	$ 436,464

LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: PLANT EXTINCTION PREVENTION PROGRAM (FY27: 300,000) $300,000 NON-RECURRING.	$ 300,000
LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: KUIA AND HONOPU TRAIL (FY27: 250,000) $250,000 NON-RECURRING.	$ 250,000
LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: UNGULATE CONTROL IN WEST HAWAII (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000
LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: WAILUPE STREAM FLOOD MITIGATION (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000

LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: FLOOD MITIGATION AND STREAM STEWARDSHIP (FY27: 300,000) $300,000 NON-RECURRING.	$ 300,000
LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: PUBLIC PRIVATE WATERSHED MANAGEMENT, STATEWIDE (FY27: 1,000,000) $1,000,000 NON-RECURRING.	$ 1,000,000
LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: INDIGENOUS CLIMATE INFRASTRUCTURE - WAIPIO (FY27: 200,000) $200,000 NON-RECURRING.	$ 200,000
LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: CLIMATE RESILIENCE CREWS (FY27: 3,000,000) $3,000,000 NON-RECURRING.	$ 3,000,000

LNR	LNR407	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR NATURAL AREA RESERVES AND WATERSHED MANAGEMENT (LNR407).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: CONSERVATION CORPS FOR COMMUNITY PARTNERSHIP AND WORKFORCE CAPACITY DEVELOPMENT FOR GREEN JOBS AND CLIMATE RESILIENCY (FY27: 1,250,000) $1,250,000 NON-RECURRING.	$ 1,250,000
LNR	LNR801	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR OCEAN-BASED RECREATION (LNR801).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: MAALAEA SMALL BOAT HARBOR IMPROVEMENTS (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000
LNR	LNR801	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR OCEAN-BASED RECREATION (LNR801).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: KAILUA-KONA WHARF IMPROVEMENTS (FY27: 900,000) $900,000 NON-RECURRING.	$ 900,000
LNR	LNR801	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR OCEAN-BASED RECREATION (LNR801).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: LAHAINA SMALL BOAT HARBOR (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000

LNR	LNR804	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR FOREST AND OUTDOOR RECREATION (LNR804).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: NA MANU ELELE STATEWIDE LAND STEWARD PROGRAM (FY27: 1,000,000) $1,000,000 NON-RECURRING.	$ 1,000,000
LNR	LNR806	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PARKS ADMINISTRATION AND OPERATION (LNR806).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: STATE PARKS IMPROVEMENTS (FY27: 2,550,000) $2,550,000 NON-RECURRING.	$ 2,550,000
LNR	LNR806	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PARKS ADMINISTRATION AND OPERATION (LNR806).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: STATE PARKS STATEWIDE FIRE MANAGEMENT PLAN (FY27: 500,000) $500,000 NON-RECURRING.	$ 500,000
LNR	LNR806	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PARKS ADMINISTRATION AND OPERATION (LNR806).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: STATE PARKS CESSPOOL UPGRADE AT KOKEE STATE PARK AND WAIMEA CANYON STATE PARK (FY27: 700,000) $700,000 NON-RECURRING.	$ 700,000

LNR	LNR806	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PARKS ADMINISTRATION AND OPERATION (LNR806).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: DESTINATION-MANAGEMENT INFRASTRUCTURE PROGRAM (FY27: 4,300,000) $4,300,000 NON-RECURRING.	$	4,300,000
LNR	LNR810	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR PREVENTION OF NATURAL DISASTERS (LNR810).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: UPGRADE AND MODERNIZE THE HAWAII FLOOD HAZARD ASSESSMENT TOOL (FY27: 300,000) $300,000 NON-RECURRING.	$	300,000
LNR	LNR906	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR LNR - NATURAL AND PHYSICAL ENVIRONMENT (LNR906).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: LOKO LA RESILIENCE PROGRAM (FY27: 162,250) $162,250 NON-RECURRING.	$	162,250
LNR	LNR906	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR LNR - NATURAL AND PHYSICAL ENVIRONMENT (LNR906).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: COMMUNITY STEWARDSHIP (COMMUNITY BASED AHUPUAA RESTORATION) (FY27: 6,640,000) $6,640,000 NON-RECURRING.	$	6,640,000

LNR	LNR906	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR LNR - NATURAL AND PHYSICAL ENVIRONMENT (LNR906).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: COMMUNITY STEWARDSHIP (NEARSHORE MARINE ENVIRONMENTS (FY27: 5,750,000) $5,750,000 NON-RECURRING.	$ 5,750,000
LNR	LNR906	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR LNR - NATURAL AND PHYSICAL ENVIRONMENT (LNR906).	COMMUNITY STEWARDSHIP (CORAL RESTORATION)	$ 1,500,000
LNR	LNR906	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR LNR - NATURAL AND PHYSICAL ENVIRONMENT (LNR906).	RESTORE WETLANDS, ANCHILANE PONDS, AND RIPARIAN ZONES WITH COMMUNITY PARTNERS, FOR FLOOD CONTROL HABITAT IMPROVEMENT AND COASTAL RESILIENCY	$ 1,500,000
TRN	TRN511	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HAWAII HIGHWAYS (TRN511).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - TRANSPORTATION CONGESTION RELIEF STUDY (FY27: 290,000) $290,000 NON-RECURRING.	$ 290,000
TRN	TRN595	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HIGHWAYS ADMINISTRATION (TRN595/DB)	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - INSAR SATELLITE DATA COLLECTIONS (FY27: 1,000,000) $1,000,000 NON-RECURRING.	$ 1,000,000

TRN	TRN595	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HIGHWAYS ADMINISTRATION (TRN595).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - MOBILITY HUB: KAUAI WAILUA	$ 500,000
TRN	TRN595	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR HIGHWAYS ADMINISTRATION (TRN595).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - MOBILITY HUB: OAHU NORTH SHORE	$ 250,000
TRN	TRN995	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR GENERAL ADMINISTRATION (TRN995).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - KALAELOA REEF LABORATORY PROJECT (FY27: 915,000) $915,000 NON-RECURRING.	$ 915,000
TRN	TRN995	LEGISLATIVE ADJUSTMENT: ADD FUNDS FOR GENERAL ADMINISTRATION (TRN995).	FROM SPECIAL LAND AND DEVELOPMENT FUND: DETAIL OF LEGISLATIVE ADJUSTMENT: GREEN FEE - PILIHE'E FISHPOND RESTORATION (FY27: 240,000) $240,000 NON-RECURRING.	$ 240,000

GENERAL CONDITIONS

Table of Contents

Page(s)

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 section103D-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 for 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.