DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

LEGAL AD DATE: SEPTEMBER 4, 2015

REQUEST FOR PROPOSALS
NO. RFP-16-002

SEALED PROPOSALS
TO
PROVIDE LICENSE FOR A MAINFRAME SORT UTILITY FOR THE STATE OF HAWAI'I

WILL BE RECEIVED UP TO 2:00 P.M. (HST)

ON

OCTOBER 5, 2015

IN THE INFORMATION AND COMMUNICATION SERVICES DIVISION (ICSD), KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM B-10, HONOLULU, HAWAI'I 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. WAYNE SASAKI, TELEPHONE (808) 587-9770 OR E-MAIL AT WAYNE.T.SASAKI@HAWAII.GOV. PROCUREMENT QUESTIONS RELATING TO THIS REQUEST FOR PROPOSALS SHALL BE DIRECTED TO MS. SHARON WONG, TELEPHONE (808) 586-1920, EXTENSION 309, FACSIMILE (808) 586-1922, OR E-MAIL: SHARON.N.WONG@HAWAII.GOV.

Todd Nacapuy, Chief Information Officer

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1 INTRODUCTION AND KEY DATES

1.1 NOTE TO OFFERORS

It is the responsibility of the Offeror to understand the requirements of this RFP. Offerors are encouraged to read each section of the RFP thoroughly. While sections such as this Introduction and Key Dates may appear similar among RFPs, they may not be identical.

Offerors shall note that the Department of Accounting and General Services' Information and Communication Services Division issues this RFP to replace the current sort software published by Computer Associates. The term of the contract resulting from this RFP is a one (1) year software license for mainframe sort software and installation and customization services as required in Section 2 of this RFP.

1.2 PROCUREMENT TIMETABLE

Offerors shall note that the procurement timetable represents the State's best estimated schedule. If a component of this timetable is delayed, the rest of the timetable may be adjusted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed. All modifications of the estimated schedule as well as any other part of this RFP will be made through the issuance of an Addendum.

Activity	Scheduled Date
Public Advertisement of RFP and Pick-up	September 4, 2015
Preproposal conference	N/A
Site visit	N/A
Deadline for Written Inquiries, 2:00 p.m. (HST)	September 11, 2015
State's Response to Offerors' Written Inquiries	September 18, 2015
Proposal Submittal Deadline, 2:00 p.m. (HST)	October 5, 2015
Offeror's Presentations and Discussions, if required	Within 14 days after RFP Proposal Submittal Deadline October 5, 2015
Best and Final Offer (BAFO) Deadline, if any, 2:00 p.m. (HST)	To Be determined
Proposal Evaluation Period	Within approximately 14 days after Date of BAFO
Contractor Selection	Within approximately 21 days after Date of BAFO
Estimated Notice of Award	Within 7 days after Contractor Selection
Estimated Contract Start Date/Notice to Proceed	Within 7 days of Notice of Award

1.3 WEBSITE REFERENCES

All applicable websites referenced by this RFP are listed in this section. For general information on procurement, Offerors should refer to the State Procurement Office (SPO) website at http://hawaii.gov/spo/.

1.3.1 SPO Websites

Specific information:

For	Website References
Hawai'i Administrative Rules	http://spo.hawaii.gov/references/har/
Protest Forms/Procedures	http://hawaii.gov/forms/state-procurement-office/spoh806_0403.pdf/view

1.3.2 Non-SPO Websites

Offerors should note that website addresses may change from time to time. If a link is not active, try the State of Hawai'i website at http://hawaii.gov.

For	Website References
Tax Clearance Forms (Department of Taxation Website)	http://hawaii.gov/tax/ click "Forms & Publications"
Wages and Labor Law Compliance, Section 103-55, HRS	http://capitol.hawaii.gov/ click "Browse the HRS Sections"
Department of Commerce and Consumer Affairs, Business Registration	http://hawaii.gov/dcca click "Business Registration"
Campaign Spending Commission	http://hawaii.gov/campaign
Hawai'i Compliance Express	http://vendors.ehawaii.gov/hce

1.4 AUTHORITY

This RFP is issued under the provisions of the Hawai'i Revised Statutes (HRS) Chapter 103D and its 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 Offeror shall constitute admission of such knowledge on the part of such Offeror.

Failure to comply with any requirement may result in the rejection of the proposal. The ICSD reserves the right to reject any or all proposals received, or to cancel this RFP, if it is in the best interest of the State.

1.5 RFP ORGANIZATION

This RFP is organized into four sections.

Section 1, Introduction and Key Dates: Provides prospective Offerors with an overview of the procurement process.

Section 2, Background Information, General Specifications, and Technical Requirements: Provides Offerors with a general description of the tasks to be performed, delineates Offeror responsibilities, defines deliverables (as applicable), and technical requirements.

Section 3, Proposal Preparation Instructions: Describes the required format and content for the proposal.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the State purchasing agency.

Appendices: Provides Offerors with information and forms necessary to complete the proposal.

1.6 CONTRACTING OFFICE AND DESIGNATED STATE PERSONNEL

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing performance. The Contracting Office shall serve as the primary liaison with Offerors during all phases of the RFP process and with the Contractor during all phases of the contract. The Contracting Office is:

Department of Accounting and General Services
Information and Communication Services Division
Planning and Project Management Office
Kalanimoku Building
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

The following State personnel are designated to perform the following roles in this procurement:

Head of State Purchasing Agency:	
Name:	Todd Nacapuy
Title:	Chief Information Officer
Business Address:	State of Hawai'i, Office of Information Management & Technology 1151 Punchbowl Street, Room B-10, Honolulu, HI 96813

Procurement Officer:	
Name:	Sharon N.H. Wong
Title:	Acting ICSD Administrator
Business Address:	State of Hawai'i, Department of Accounting and General Services, Information and Communication Services Division 1151 Punchbowl Street, Room B-10, Honolulu, HI 96813

RFP Contact Person:	
Name:	Wayne T. Sasaki
Title:	Systems Services Branch Chief
Phone:	(808) 587-9770
Business Address:	State of Hawai'i, Department of Accounting and General Services, Information and Communication Services Division 1151 Punchbowl Street, Room B-20, Honolulu, HI 96813
Fax:	(808) 586-1922
Email:	wayne.t.sasaki@hawaii.gov

Contract Administrator:	
Name:	Wayne T. Sasaki
Title:	Systems Services Branch Chief
Business Address:	State of Hawai'i, Department of Accounting and General Services, Information and Communication Services Division 1151 Punchbowl Street, Room B-20, Honolulu, HI 96813
Phone:	(808) 587-9770
Fax:	(808) 586-1922
Email:	wayne.t.sasaki@hawaii.gov

Project Manager:	
Name:	Wayne T. Sasaki
Title:	Systems Services Branch Chief
Business Address:	State of Hawai'i, Department of Accounting and General Services, Information and Communication Services Division 1151 Punchbowl Street, Room B-20, Honolulu, HI 96813
Phone:	(808) 586-9770
Fax:	(808) 586-1922
Email:	wayne.t.sasaki@hawaii.gov

1.7 PREPROPOSAL CONFERENCE/SITE VISIT

No preproposal conference or site visit will be scheduled.

1.8 SUBMISSION OF QUESTIONS

Offerors may submit questions to the RFP Contact Person identified in RFP Section 1.6, Contracting Office and Designated State Personnel. All written questions will receive a written response from the State purchasing agency as indicated in the Procurement Timetable in RFP Section 1.2, Procurement Timetable.

Offerors should carefully review this RFP, and bring to the attention of the RFP Contact Person any defects, questions or objections. This will allow any appropriate amendments to the RFP and will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made.

Written responses will be sent by electronic mail, faxed or mailed to each prospective Offeror who has provided a mailing address, electronic mail address or facsimile number to the State. The State shall not be responsible to notify those prospective Offerors who have failed to provide the necessary contact information.

1.9 SUBMISSION OF PROPOSALS

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

Before submission of a proposal each Offeror should:

1. Examine the RFP documents thoroughly (documents include this RFP, any addenda, attachments, and other relevant documentation), and
2. Become familiar with state, local and federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work required by this RFP.

1.9.1 Forms/Formats

The following forms are required and are to be submitted as part of an Offeror's proposal. The formats specified must be followed when the proposal is being prepared.

1. Offer Form.

   The Offer Form is included as part of Appendix A. Offerors must submit their proposals with a completed Offer Form using Offeror's exact name as registered with the Department of Commerce and Consumer Affairs. The authorized signature on the first page of the Offer Form (Appendix A) shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile, photocopy or stamp, the proposal shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

2. Proposal Cost Worksheet.

   The Proposal Cost Worksheet is included as part of Appendix B. The Proposal Cost Worksheet provides the State with an overview of the costs associated with the Offeror's proposal and a consistent format from which to evaluate proposals submitted.

3. Proposal Table of Contents.

   The Sample Proposal Table of Contents is included as part of Appendix C. Proposals submitted should use the format and verbiage provided therein.

4. RFP Section 3, Proposal Preparation Instructions.

   This section provides the format of the proposal and instructions Offerors are required to follow when preparing proposals.

1.9.2 Specific Requirements

Specific requirements and specifications are included in RFP Section 2, Background Information, General Specifications, and Technical Requirements. These requirements detail the scope of work, technical specifications and special considerations, if any, for this solicitation.

1.9.3 Multiple or Alternative Proposals

An Offeror may submit only one proposal in response to this RFP. If an Offeror submits more than one proposal in response to this RFP, then all such proposals shall be rejected. Similarly, an Offeror may submit only one proposal for each line item (if any). If an Offeror submits more than one proposal per line item, then all proposals by that Offeror for that line item will be rejected (if any). Multiple or alternate proposals shall not be accepted.

1.9.4 Certificates

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

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

The following certificates must be submitted upon award of the contract. Offerors are advised that it may take some time to obtain the certificates and are therefore encouraged to apply for them early so as to be ready to timely submit the certificates if awarded the contract. In the alternative, Offeror may register with Hawai'i Compliance Express, described in section 1.9.5, in lieu of providing certificates described in items: 1, 2, and 3 below. The State may rescind award if the required certificates are not timely submitted.

1. **Tax Clearance**

   Certificate of Vendor Compliance no longer required by SPO. Vendors may submit tax clearance, DLIR clearance and DCCA clearance (See 1.9.5).

2. **Department of Labor and Industrial Relations Certificate** relating to compliance with the applicable labor laws of the State of Hawaii.

3. **Certificate of Good Standing** issued by Hawai'i Department of Commerce and Consumer Affairs.

4. **Insurance**

   The Contractor shall deposit with the State of Hawai'i certificate(s) of insurance necessary to satisfy the State that the following insurance provisions have been satisfied and shall keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of the contract. Insurance shall include

insurance for subcontractors, where appropriate. Upon request by the State, the Contractor shall furnish a complete copy of the policy or policies.

The Contractor shall maintain in full force and effect during the entire term of the contract (including extensions, if any) liability and property damage insurance to protect the State, the Contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under the contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the State and subcontractor as additional insureds.

As an alternative to the Contractor providing insurance to cover work performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require subcontractor to provide its own insurance which meets the requirement of $1,000,000 per occurrence and $2,000,000 in the aggregate for Commercial General Liability (CGL). It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own insurance policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s), as applicable.

Coverage	Limits
Commercial General Liability (CGL)	$1,000,000 per occurrence and $2,000,000 in the aggregate for personal injury, bodily injury, and property damage
Automobile Liability	$1,000,000 bodily injury per person, $1,000,000 bodily injury per accident and $1,000,000 property damage per accident
Cyber Liability	With "third party" coverage specifying a minimum of $1,000,000 per claim and $2,000,000 aggregate limits naming the State of Hawaii as an additional insured.

Each insurance policy, including a subcontractor's policy, shall contain the following clauses:

(1) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the ICSD, Kalanimoku Building, 1151 Punchbowl Street, Room B-10, Honolulu, Hawaii 96813."

(2) "The State of Hawai'i is added as an additional insured as respects work performed for the State of Hawai'i."

(3) "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire term of the contract, including any extensions thereof.

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

The procuring of the required insurance shall not be construed to limit the contractor's liability under the contract or to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance, contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect or willful misconduct connected with the contract.

1.9.5 Hawai'i Compliance Express (HCE)

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

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

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

If Offeror chooses to register with HCE, it should so state in its proposal. The State will verify compliance on Hawaii Compliance Express.

1.9.6 Campaign Contributions by State and County Contractors

Offerors are hereby notified of the applicability of HRS section 11-355, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, FAQs are available at the Campaign Spending Commission webpage. (Refer to Paragraph 1.3, WEBSITE REFERENCES.)

1.9.7 Confidential Information

If an Offeror believes any portion of a proposal contains information that should be withheld as confidential, the Offeror shall request in writing designated data or information to be confidential and provide justification to support confidentiality. Such data or information shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Offerors shall note that price is not considered confidential and will not be withheld.

1.9.8 Proposal Submission

All mail-in proposals shall be received by the State purchasing agency no later than the Proposal Submittal Deadline indicated on RFP Section 1.2, Procurement Timeline. Proposals shall be rejected if received after the proposal submittal deadline.

The number of copies required is specified in RFP Section 3.2, General Instructions for Completing Proposal.

Faxed proposals, proposals submitted solely on diskette/CD, or proposals transmitted via email are not permitted and will not be considered.

1.9.9 Disposition of Proposals

All proposals and other materials submitted by Offerors become property of the State.

1.9.10 Final payment requirements

A Contractor is required to submit a tax clearance certificate for final payment on the contract. The "Certificate of Vendor Compliance" issued by the HCE fulfills this requirement.

1.9.11 Withdrawal or modification of proposals

A proposal may be withdrawn or modified at any time prior to, but not after, the proposal submittal deadline. Withdrawal or modification shall comply with the requirements of HAR section 3-122-16.07. This withdrawal or modification must be submitted before the proposal submittal deadline, but shall not prejudice the right of an Offeror to submit a new proposal or a modification before or on the proposal submittal deadline.

1.10 DISCUSSIONS WITH OFFERORS

1.10.1 Prior to Submission Deadline

Offerors are encouraged to submit written questions if they desire. All questions must be submitted in writing, facsimile, or email no later than the date specified in RFP Section 1.2, Procurement Timetable, Deadline for Written Inquiries, in order that an official answer may be generated. Questions over the telephone will not be accepted or answered. Official responses will be provided to all Offerors providing an email, facsimile or mailing address.

1.10.2 After Proposal Submission Deadline

Discussions may be conducted with Offerors whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with HAR section 3-122-53. If more than three proposals are received, a priority list of not less than three Offerors submitting the highest ranked proposals shall be generated. The evaluation committee may have additional discussions with priority-listed Offerors prior to the submission of the best and final offers.

The contents of any proposal will not be disclosed during the review, discussion or evaluation process.

1.11 OPENING OF PROPOSALS

Upon receipt by the State, proposals, modifications of proposals, and withdrawals of proposals shall be date-stamped and time-stamped. All documents so received shall be held in a secure place by the State purchasing agency and not examined for evaluation purposes until the submission deadline.

Proposals will be opened at the date and time specified in RFP Section 1.2, Procurement Timetable, as it may be amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials.

The register of proposals and Offerors' proposals (except those portions determined to be confidential in accordance with section 3-122-58, HAR), shall be open to public inspection after a contract has been awarded and notice of award has been posted.

1.12 ADDITIONAL MATERIALS AND DOCUMENTATION

Upon request from the State purchasing agency, each Offeror shall submit any additional materials and documentation reasonably required by the State purchasing agency in its evaluation of the proposals.

Specific time frames for submitting the requested documents can be found in RFP Section 3.5, Submission of Requested Information and Documents.

1.13 RFP AMENDMENTS

The State reserves the right to amend this RFP at any time prior to the closing date for submission of best and final offers. If during discussions, there is a need for substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP after determination of the priority-listed Offerors shall be distributed only to priority-listed Offerors.

1.14 BEST AND FINAL OFFERS

Following discussion, priority-listed Offerors will be invited to submit their best and final offers in the manner, and by the date and time specified by the State purchasing agency. If a best and final offer is not submitted, the previous submittal shall be construed as the Offeror's best and final offer. The Offerors shall submit either **only** the section(s) of the proposal that are amended or resubmit the entire proposal. Please note that if the Offeror elects to submit only the section(s) that were amended, the State shall not be responsible for incorrect or misplaced pages. After best and final offers are received, final evaluations will be conducted for an award.

After receipt and evaluation of best and final offers, the evaluation committee will recommend award to the Chief Information Officer and the Procurement Officer. The contract will be awarded to the Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the other evaluation criteria.

1.15 CANCELLATION OF REQUEST FOR PROPOSALS

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

1.16 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal are the Offeror's responsibility. The State will not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by any Offeror in the event this RFP is cancelled or a proposal is rejected in whole or in part.

1.17 REJECTION OF PROPOSALS

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP which demonstrate an understanding of the problems involved and comply with the specifications. Any proposal offering any other set of terms and conditions or terms or conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

1. failure to cooperate or deal in good faith;
2. late proposal;
3. inadequate response to request for proposals;
4. proposal not responsive; or
5. Offeror not responsible

1.18 NOTICE OF AWARD AND EXECUTION OF CONTRACT

A Notice of Award or Notice of Non Selection shall be provided to Offerors by mail upon completion of the evaluation of all proposals.

Award, if any, will be made as indicated in the Procurement Timetable, after opening of proposals or best and final offers, as the case may be. Prices quoted by Offerors shall remain firm for the one (1) year period stated in RFP Section 1.1, Note to Offerors.

The RFP, any addenda issued, and the successful proposal shall become part of the contract. No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawai'i is not liable for any costs incurred prior to the official commencement date.

The successful Offeror receiving award shall be required to enter into a formal written contract. No performance or payment bond is required. Upon execution of the contract, a Notice to Proceed will be issued. The official commencement date of the resulting contract shall be the date indicated in the Notice to Proceed.

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

1.19 PROTESTS

Any Offeror may file a protest against the award of the contract. The Notice of Protest form is available on the SPO website. Only the following matters may be protested:

1. A State purchasing agency's failure to follow procedures established by Chapter 103D, Hawai'i Revised Statutes.
2. A State purchasing agency's failure to follow any rule established by Chapter 103D, Hawai'i Revised Statutes; and
3. A State purchasing agency's failure to follow any procedure, requirements, or evaluation criterion in a request for proposals issued by the State purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to: 1) the head of the State purchasing agency conducting the protested procurement; or 2) the procurement officer who is conducting the procurement within five working days of the postmark of the Notice of Award sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State purchasing agency.

1.20 AVAILABILITY OF FUNDS

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawai'i, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

1.21 GENERAL AND SPECIAL CONDITIONS; LIQUIDATED DAMAGES

The general conditions that will be imposed contractually can be found in Appendix E, Standard Contract General Conditions. Special conditions may also be imposed contractually by the State purchasing agency, as deemed necessary.

Refer to Paragraph 9 of the General Conditions. Liquidated damages are fixed at the specified sum indicated below, per calendar day for any failure of the Contractor to perform in whole or in part any of its obligations:

Liquidated damages per calendar day:	$100

1.22 COST PRINCIPLES

In order to promote uniform purchasing practices among State purchasing agencies, State purchasing agencies will utilize standard cost principles. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

2 BACKGROUND INFORMATION, GENERAL SPECIFICATIONS, AND TECHNICAL REQUIREMENTS

2.1 BACKGROUND AND PURPOSE

The State is requesting proposals to replace its existing mainframe sort software, CA SORT, published by Computer Associates. The replacement is necessary because Computer Associates has issued a letter stating that the software is now "End of Life".

2.2 OFFEROR'S QUALIFICATIONS

The Offeror shall have demonstrated experience with the installation and support of a sort software on the current mainframe operating systems from z/OS version 1.13 to its most recent versions.

2.3 PURCHASE OF SERVICES

The contract resulting from this RFP will be for the license of the replacement sort utility for one (1) years from the date of a Notice to Proceed.

2.4 RESPONSE GUIDELINES

This RFP describes the minimum requirements and specifications for the replacement sort utility software. The proposals offered by Offerors shall have the following characteristics.

2.4.1 Installation and Customization Services

The Contractor must install and customize the software for use by the State and under the direction of the State. The cost should be inclusive of any and all activities needed to accomplish installing and customizing the sort software and having it execute with all key State production systems. The Contractor shall not leave the State site until and unless the State accepts that the software is functioning in all State production systems.

2.4.2 Inclusion of all Costs

The Offeror shall include all costs and identify those costs. If an unincluded cost item is discovered later, that cost shall not be passed on to the State.

2.4.3 Cost Increases

Contractor or software publisher shall be allowed to increase the annual cost of the software license or maintenance at every annual renewal date. Offeror will state the annual cost increase percentage limit that shall not exceed 5% of the initial annual license cost for the software.

2.4.4 On Premise Space

The Contractor will be provided reasonable space on ICSD's premises while the software is being installed and customized, but the Contractor's staff shall comply with ICSD's access restrictions and be supervised by ICSD staff. Contractor shall be advised that surveillance cameras are installed and record ingress and egress at key access and corridors.

2.5 KNOWLEDGE AND SKILLS REQUIREMENTS

Personnel assigned to this project shall have at least three (3) years of experience with:

(1) Installing, customizing, optimizing, and resolving problems with the replacement sort utility software on any IBM mainframe running z/OS 1.13.

(2) Resolving problems with the replacement sort utility and the software listed in Appendix I, Current Software List.

The replacement sort utility software shall work with versions of the software referenced above in (1) and (2) and two (2) prior releases. If a specific software version is identified, experience with that additional version is required.

2.6 THE STATE'S ENVIRONMENT

The State uses CA SORT utility on an IBM 2096-R07 System z9 Business Class F02 and a J01. However, the current mainframes are leased and will be replaced within the next six (6) months and should be of the same rating or size as the current mainframe. The replacement software procured pursuant to this RFP will be installed on the replacement mainframes.

2.7 SORT UTILITY REPLACEMENT REQUIREMENTS

The following are the State's requirement for the CA SORT utility replacement software:

1. Install CA Sort utility replacement on both production IBM Mainframes designated by the STATE PM according to an installation schedule proposed by the Contractor, approved by ICSD and subject to an Acceptance Test as specified in RFP Section 2.9.
2. Allow for the parallel or concurrent operation of both CA Sort and the replacement sort utility.
3. Require use of CA SRAM with the new sort utility without modification of existing compiled COBOL programs.
4. Contractor is required to provide defect and software maintenance support for all code supplied as part of the replacement sort utility. This should include any code that is necessary to make the sort utility function with CA SRAM.
5. Provide a mapping of all CA SORT utility's commands, functions and parameters with the new sort utility.
6. Provide similar report output for standard sort utility functions including CA SRAM equivalent or provide mapping to the CA SORT reports.
7. After installation and acceptance, provide on-going technical assistance on site, by telephone or remote ("Webex" style connections).
8. If the new sort utility fails to work with CA SRAM, the State shall have the option of terminating license without cost to the State at any time prior to acceptance. If such failure occurs after the acceptance period and payment has been made but software has not been installed for more than one year, Contractor shall reimburse the State for all costs paid as the result of the contract resulting from this RFP. In all cases the Contractor shall provide a software fix or remedy wherein software that provides the equivalent functionality of CA SRAM at no cost to the State for as long as the State continues the license agreement.
9. Contractor shall install and customize the CA SORT utility replacement on site under the direction of State staff. Contractor shall also be on site for five (5) business days following the installation to insure the proper operation of the CA SORT utility replacement.
10. Software publisher or business partner shall provide in its proposal (1) a license fee for three (3) years for the two (2) mainframes that is annually renewable until terminated by the State, and (2) all installation and customization assistance fees.
11. Contractor shall comply with the State's Acceptance Test Requirement as specified in RFP Section 2.9.

2.8 PROJECT MANAGER

Offeror shall designate a Project Manager (PM) responsible for answering questions and resolving problems. When the Offeror has staff on island to perform the installation and customization requirements of this RFP, the PM should designate a person on island for the duration of the installation. The PM shall have technical and operational decision-making authority.

The PM shall perform the following:

1. Provide verbal and written progress reports in project coordination meetings.
2. Submit to the STATE PM written notification and explanation of any schedule changes, installation delays, and problem resolution foreseen by the Contractor.
3. Be responsible for ensuring all products, labor, and other related elements necessary to facilitate the work are identified and made available in order to meet any schedules.
4. Be responsible for monitoring all work, and bringing all changes, modifications, or discrepancies to the attention of the STATE PM.
5. Schedule all work with the STATE PM.

2.9 ACCEPTANCE TEST

The Contractor shall notify the STATE PM of the completion of work and of all tests performed to verify the quality of its work. The STATE PM will coordinate with ICSD to schedule the Acceptance Test for up to thirty (30) days during which no changes or modifications by the Contractor are made. If errors are identified, a new thirty (30) day acceptance period will commence and considered fixed only after the STATE PM accepts the results of the test. This test shall begin within ten (10) days after Contractor's written, email notification or as agreed upon by the STATE PM.

Upon successful completion of the Acceptance Test, the State shall notify the Contractor in writing and authorize payments. The start of license term for the replacement sort utility will be on or about October 2015.

2.10 SAFEGUARD DATA

Due to the confidential and critical nature of the State's data, Contractor shall ensure that appropriate safeguards to protect the confidentiality of the State's data are in place and maintained at all times. Offerors are required to comply with General Condition Paragraph 42 as payroll data and other personal identity information are involved.

2.11 DOCUMENTATION

The Contractor will create written procedures, as required, documenting the tasks needed as part of the work. Procedures shall be written to an audience of apprentice operators or system administrators. This documentation shall be provided on machine-readable media acceptable to the State. On request, the Contractor shall provide a printed copy of the procedures.

2.12 GENERAL CONDITIONS

The General Conditions of the State of Hawai'i are made a part of any contract and license agreement resulting from this RFP. Any exceptions shall be noted in the Offeror's Proposal as instructed by Section 3 of this RFP.

3 PROPOSAL PREPARATION INSTRUCTIONS

3.1 BASIC UNDERSTANDING

The intent of this section is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The format is also intended to make the evaluation process manageable and effective. When an Offeror submits a proposal, it shall be a complete proposal for accomplishing the tasks described in this RFP, including any supplemental tasks the Offeror has identified as necessary to successfully fulfill the requirements of this RFP. All proposals become the property of the State of Hawai'i.

3.2 GENERAL INSTRUCTIONS FOR COMPLETING PROPOSAL

Proposals shall be prepared in a straightforward and concise manner and shall describe the proposal and Offeror's capabilities in a format that is consistent and appropriate. Emphasis shall be on completeness and clarity.

General instructions for completing proposals:

(1) All offers submitted should be typewritten. Offerors are cautioned that illegible offers or item(s) may be automatically rejected to avoid any errors in interpretation by the State during the evaluation process.

(2) Proposals shall be submitted to the State purchasing agency using the prescribed format contained herein.

(3) Offerors shall submit 4 copies of their proposals, one (1) original and three (3) copies. All copies should be labeled as COPY x of 3. The original must be labeled "ORIGINAL". It is imperative that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL. The ICSD shall not provide any reimbursement for the cost of developing, presenting, submitting, or evaluating any proposal in response to this RFP.

(4) Sections (I, II, III, etc.) should be tabbed using indexed tabs according to the format specified in Appendix C, Sample Proposal Table of Contents.

(5) The numerical outline for the proposal, the titles/subtitles, and the Offeror's organization and RFP identification information on the top right hand corner of each page should be retained. Offerors are directed to not include the instructions for each section.

(6) Page numbering of the proposal should be consecutive, beginning with page 1 and continuing sequentially through each section.

(7) Offerors are required to place their Proposals in a binder or similar device and secured so as not to come apart. The State shall not be responsible for proposals that come apart. If the Offeror's Proposal does come apart, the State will do its best to put the proposal together correctly but shall not be responsible if it is not.

(8) Offerors must also include a Table of Contents with the Offer. See Format specified in Appendix C, Sample Proposal Table of Contents.

(9) Offerors are **strongly** encouraged to review the evaluation criteria in RFP Section 4, Proposal Evaluation, when completing the offer.

3.3 PROPOSAL FORMAT

The sections outlined below will be referred to as Proposal Sections and are intended to provide a common format for the placement of information necessary for the State to evaluate proposals.

Proposals must be in the format and order specified in Appendix C. Failure of the proposal to follow the format prescribed may be cause for the proposal to be determined to be non-responsive or impact upon the Offeror's score. In addition, the instructions and information that follow provide direction regarding information expected by the State.

Offerors are again encouraged to review the evaluation criteria and to provide all information necessary and useful for the State to evaluate Offeror's proposal.

1. OFFER FORM OF-1

   In this section, the Offeror shall include the required documents found in Appendix A in the following order.

   - A completed Offer Form
   - Hawaii Compliance Express, Certificate of vendor compliance, or the certificates required by RFP Section 1.9.4, Certificates, should also be placed here.
   - All documents that support or are related to the Offer Form. These documents shall be clearly labeled identifying the form, letter, or purpose for which they are included.

2. EXECUTIVE SUMMARY

   The Offeror shall place in this section a brief overview to orient evaluators as to the key elements of Offeror's proposal, a written explanation and justification as to the appropriateness of the Offeror's proposal and methodology, and how the proposed solution is designed to address the goals and objectives, and requirements of the RFP as identified in the technical specifications.

   This section should also contain information as to the financial stability of the Offeror. The information required shall include but not be limited to length of time in business, number of employees, and a brief description of work previously performed.

   The Offeror shall also include the name and contact information of the person the State should contact regarding the Offeror's proposal.

3. FIRM'S EXPERIENCE AND CAPABILITY

   This section is intended to provide the Offeror the opportunity to demonstrate that it has the qualifications necessary to deliver the required services. This section requires similar experience. "Similar" in this context means (1) equivalent or larger in size, (2) utilization of the same or similar equipment, or software and/or (3) an installation that is equivalent to the requirements of this RFP.

   a. Necessary Skills and Experience

      The Offeror shall place in this subsection information identifying the required unique and specialized skills, abilities, knowledge, and experience relating to the delivery of the proposed software and services. Offer should also include a description of the product(s) being offered, information on services being provided and the degree of customization, and a comparison of proposed product with the CA SORT utility currently in use by the ICSD.

b. References

The Offeror shall provide a listing of experience with projects similar to the requirements of this RFP. These projects shall have ended within the past five (5) years. At least one of the references should be located in Hawaii. The Offeror must label this list "References".

For each reference, the following information shall be provided:

(1) Name of Company
(2) Address of Company
(3) Internet address for Company
(4) Description of Customer's Business
(5) Description of Services and/or Equipment Provided
(6) Date of Offeror's Service to Reference
(7) Name and Title of Contact Person
(8) Telephone Number for Contact Person
(9) Fax Number for Contact Person

The State may contact some or all of the references. The Offeror must clear such contact with the Reference to avoid any problems.

4. PROJECT ORGANIZATION AND STAFFING

a. Staffing

This subsection shall start with a representation that personnel shall not be substituted, removed or added unless and until approved by the State. The Offeror shall further attest that no staff will be assigned that does not meet the minimum requirements of RFP Section 2.5, Knowledge and Skill Requirements. The State shall have the right to request the removal of personnel from the project.

The Offeror shall next provide a comprehensive description of the firm's ability to meet the staffing requirements for this RFP. The Offeror shall include job descriptions and resumes of all key personnel proposed to be assigned to the project. In addition, Offeror shall identify the number of years and type of experience each possesses. This should at minimum match the information provided in Proposal Section 6.a.iii, Cost, Part 3, Experience.

No staff member shall be listed that does not meet the minimum requirements of RFP Section 2.5, Knowledge and Skills Requirements.

The Offeror must label the resume of the staff that will be assigned the lead or primary staff position as "Lead". The information shall correspond to the staff's entry on the spreadsheet that will be attached to Proposal Section 6.a.iii, Cost, and Part 3 titled "Lead".

b. Subcontractors

In this section, if subcontractors are used, a statement from each subcontractor shall be included, signed by an individual authorized to legally bind the subcontractor:

(1) The subcontractor's name, mailing address, business address (if different), telephone number, fax number, and contact person's name and title.

(2) The general scope of work to be performed by the subcontractor.
(3) The subcontractor's willingness to perform the work indicated.
(4) The subcontractor shall provide the same information required for Proposal Section 4.a Staffing but must be labeled as the subcontractor's staff.

No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under the contract with the State

c. Organization Chart

In this section, the Offeror including subcontractors, if any, shall provide the number and location of employees and resources that shall be committed to the project. The Offeror shall provide names, functions, title, and years of experience of all individuals who will be assigned to the project.

5. TECHNICAL SOLUTION

In this section, the Offeror shall include the following subsections. Each subsection shall be labeled as specified and start at the top of a new page.

Offerors shall be responsible to insure that the information provided is understandable to a technical manager.

a. Understanding of Requirements

This subsection shall contain a technical narrative that clearly demonstrates the Offeror's understanding of the scope, objectives, and requirements of RFP Section 2, Background Information, General Specifications, and Technical Requirements.

b. Technical Write-up

This subsection shall start with a technical overview of the solution and must describe the software and services proposed.

The Offeror shall clearly describe in detail the Offeror's solution and identify every step required to provide the services required by this RFP. As applicable, if any task is found to be missing, the Offeror if selected shall nevertheless complete the task at no cost to the State.

This subsection should also describe how the Contractor will work and communicate with State personnel.

c. Assumptions

This subsection describes the assumptions made by the Offeror in developing the proposal, including price.

d. Potential Problems and Constraints

This subsection describes potential significant problems and constraints that the Offeror anticipates, including the amount of customization, and the mitigating and/or proactive actions Offeror proposes to take with respect to these potential significant problems and constraints.

e. Project Plan and Schedule

In this section, the Offeror shall place the proposed project plan and a statement that software and services offered will be available upon the execution of the contract resulting from the award of this RFP.

f. Point Response and Technical Information

In this section, the Offeror shall include a response to the specified items in RFP Appendix H, Itemized List for Offerors Point Response as to whether the offer 'Complies', 'Does not comply', or 'Takes Exception'. Explanations shall be provided for all responses as to why and how the Offeror 'Complies', 'Does not comply' or 'Takes Exception'.

6. COSTS

In this section, the Offeror shall submit a cost proposal utilizing the pricing structure designed by the State purchasing agency as detailed below. This section shall also include a narrative. The narrative should be a separate page and provide an explanation, description, or clarification of the costs. The cost proposed should be reasonable and the items necessary for the execution and completion of the project described in this RFP.

a. Proposal Cost Worksheet

In this subsection, Offeror shall include the Proposal Cost Worksheet found in Appendix B. The Proposal Cost Worksheet has 3 parts and references to the three parts henceforth will be by Part 1, Part 2, or Part 3. Page 1 of the Proposal Cost Worksheet containing, Part 1 and Part 2, must be completed and be the second page of the Cost section of the proposal. Part 3 must be completed for the staff designated as "Lead" and be the third page of the Cost section of the proposal. If additional Part 3 pages are required for "Additional Staff" they must follow the Part 3 for "Lead".

i. Part 1. Costs

(1) Annual License Charge – the Offeror shall provide the annual license fee for the software for two mainframes.
(2) One Time Installation Costs – The Offeror shall include all one-time costs associated with the installation and customization of the replacement sort software.
(3) The annual percentage increase limit, if any, for increases in the license charges applied. Offerors shall note that if the annual percentage increase is stated as the maximum percentage but that in practice this number would be lower, the Offeror shall enter and the State shall use that maximum percentage.
(4) Total Evaluation Proposal Cost - This cost shall be based on the sum of 1) Annual License Charge, 2) the one Time Installation Cost, and 3) Annual percent cost increase limit.

The State may request further pricing structure breakdowns for clarification during proposal review. The timeframe for responses is specified in RFP Section 3.5, Submission of Requested Information and Documents. Offeror may also provide a comprehensive description of how it will insure the most favorable pricing to the State for new products and substitutions over the term of the contract and license, as applicable.

ii. Part 2. Attestations.

The Offeror shall provide yes or no answers to the six (6) questions. Answers will be used in the evaluation of the Offeror's proposal as part of the RFP

Section 4.4.2, Evaluation Criteria, Phase 2 – Evaluation of Proposal, 3 Firm's Experience and Capability.

iii. Part 3. Experiences.

The Offeror shall provide the requested information for staff, as a spreadsheet, assigned as the "Lead" for the experience listed. The spreadsheet for the "Lead" must be attached as a separate page and titled at the top where space is provided as "Part 3 Information on Lead Staff"

Additional Part 3 spreadsheets may be attached as appropriate for additional staff. The additional staff must be attached as a separate page, titled at the top where space is provided as "Part 3 Information on Additional Staff"

The spreadsheet(s) for each Part 3 page whether "Lead" or "Additional Staff" must immediately follow page 1 of the Proposal Cost Worksheet. The information to be provided is specified for each row of the table of Part 3.

For all items listed in the Proposal Cost Worksheet Part 3, Experience, the Offeror will provide the years of experience for the staff member assigned. This staff member's resume (included as part of Proposal Section 4.a, Project Organization and Staffing, Staffing) must clearly corroborate meeting the minimum experience requirements and list education and certifications, if applicable.

7. LITIGATION

Offeror shall disclose any completed or pending litigation or administrative proceeding to which it is or was a party within the last five (5) years, including the disclosure of any outstanding judgments, fines, and settlements. If applicable, please explain.

8. EXCEPTIONS

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements contained in this RFP, including the General Conditions. Offeror shall reference the RFP section where exception is taken, describe the exception, and provide a proposed alternative if appropriate. Failure to note any exception means that Offeror accepts and will comply with every term, condition and requirement of this RFP. The State reserves the right to not accept any exceptions or alternative proposals by an Offeror.

9. CONFIDENTIAL INFORMATION

Offerors shall identify each portion of the proposal where information is claimed to be proprietary or confidential and not subject to disclosure and shall provide a reason and justification for each such claim. Information claimed to be proprietary or confidential shall be easily removable from the proposal. Price is NOT confidential.

3.4 OFFEROR'S TERMS AND CONDITIONS

Offerors shall not submit Offeror's terms and conditions, standard contracts or other agreements. General references to such terms or attempts at complete substitution of such terms may be declared non-responsive and result in the rejection of Offeror's proposal.

3.5 SUBMISSION OF REQUESTED INFORMATION AND DOCUMENTS

If any additional information is required by the State regarding any aspect of Offeror's proposal, it shall be provided within two (2) business days after requested.

4 PROPOSAL EVALUATION

4.1 INTRODUCTION

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly and impartially. Structural and quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 EVALUATION PROCESS

The evaluation committee comprised of designated reviewers selected by the Procurement Officer shall review and evaluate proposals. The evaluation committee is comprised of individuals with experience in, knowledge of, and/or program responsibility for programs affected by the RFP.

The evaluation will be conducted in three phases as follows:

(1) Phase 1 – Evaluation of Proposal Requirements
(2) Phase 2 – Evaluation of Proposal
(3) Phase 3 – Recommendation for Award

4.3 EVALUATION CATEGORIES AND THRESHOLDS

Evaluation Categories	Possible Points
Administrative Requirements	5
Proposal Sections	
Offer Form OF-1	0
Executive Summary	0
Firm's Experience and Capability	15
Project Organization and Staffing	25
Technical Solution	200
Cost	60
TOTAL POSSIBLE POINTS	305

4.4 EVALUATION CRITERIA

4.4.1 Phase 1 – Evaluation of Proposal Requirements

Administrative Requirements (5 points): Review Appendix C Sample Proposal Table of Contents to verify that the necessary items have been submitted in the proposal and all proposal sections are clearly labeled.

If deficiencies are found, they will be noted for clarification during Proposal Discussions. Refer to RFP Section 1.2, Procurement Timetable.

4.4.2 Phase 2 – Evaluation of Proposal (305 Points)

1. Offer Form OF-1: No points are assigned to this section. The requirement is for Offeror to provide information required to complete legal and procurement forms.

2. Executive Summary: No points are assigned to the Executive Summary. The intent is to give the Offeror an opportunity to orient evaluators as to the Technical Solution (equipment, software, and/or services) being offered.

3. Firm's Experience and Capability (15 points)

This section is weighted as a whole; no points are individually assigned. The State will evaluate the Offeror's experience and capabilities against the specified general specifications and technical requirements of this RFP in the following categories:

a. Demonstrated skills, abilities, and knowledge of Contractor and subcontractor (if any) relating to the delivery of the goods and/or services specified by this RFP.

b. A listing of verifiable experience with projects or contracts for the most recent five (5) years that is pertinent and similar to the proposed goods and/or services specified by this RFP.

c. Are there any Local companies listed as references.

d. Exceptions noted.

4. Project Organization and Staffing (25 points)

Sections 4.1 and 4.2 are weighted as a whole; no points will be individually assigned. The State will evaluate Offeror's overall staffing approach to the project that shall include the following.

4.1 Staffing (15 points)

The following are evaluation factors for Staffing:

a. Is the proposed staffing level adequate to meet the requirements of this RFP.

b. Are the qualifications of the Offeror's staff adequate to provide the services required and do they meet the required minimum qualifications of knowledge, skills and abilities (including experience).

c. Offeror's experience in providing the goods and/or services.

4.2 Project Organization (10 points)

Does the Offeror's approach and rationale for the structure, functions, and staffing for the overall project appear to be adequate.

Does the Offeror state any unique qualifications that will contribute to the success with the installation and any customization of the sort replacement software.

5. Technical Solution (200 points)

a. Does the Offeror's explanation of the technical aspects and merits of its proposal meet the needs of this RFP.

b. Whether the Offeror's Technical Solution addresses each point of RFP Section 2.7, Sort Utility Replacement Requirements will be evaluated using Appendix F, Proposal Cost Worksheet Evaluation, and Technical Evaluation Section of the worksheet.

c. Responses to Appendix H, Point Response will be evaluated using Appendix F, Proposal Cost Worksheet Evaluation, and Technical Evaluation Section of the worksheet.

6. Cost (60 points)

Proposals shall be evaluated using the Total Evaluation Proposal Cost. Refer to RFP Section 3.3, Proposal Format, under Proposal Section 6, Costs. This cost shall be based on the sum of:

(1) Annual License Charge, PLUS
(2) One Time Installation and customization Costs
(3) Annual percent cost increase limit

In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to cost. The points for cost for other proposals will be determined as follows:

$$\frac{\text{[Lowest Total Evaluation Proposal Cost x maximum points]}}{\text{[Offeror's Total Evaluation Proposal Cost]}} = \text{Points}$$

Note that any decimal points for this section will be rounded to two decimal points. The rounding algorithm used will be that of the calculator used by the EC.

Annual percent cost increase limit will be scored similarly.

4.4.3 Phase 3 – Recommendation for Award

Award, if made, will be to the Offeror whose proposal is determined through this evaluation process to be the most advantageous to the State. Notice of this award will be in accordance with RFP Section 1.18, Notice of Award and Execution of Contract.

5 APPENDICES

A. Offer Form
B. Proposal Cost Worksheet
C. Sample Proposal Table of Contents
D. Sample Contract Form
E. Standard Contract General Conditions
F. Proposal Evaluation Worksheet
G. Glossary of Terms and Acronyms
H. Point Response
I. Current Software List

APPENDIX A

OFFER FORM
REPLACE THE CURRENT MAINFRAME SORT SOFTWARE

Contract Administrator
Information and Communication Services Division
State of Hawai'i
Honolulu, Hawai'i 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in RFP No. 16-002, and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check √ one only)**

☐ A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i; **OR**
☐ A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i.

State of incorporation or organization: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawai'i General Excise Tax License I.D. No.: _____

Payment address (If other than business address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ **(x)** _____
Telephone No.: _____ Authorized (Original) Signature

Fax No.: _____ _____
Name and Title (Please Type or Print)

E-mail Address:

_____ * _____
Exact Legal Name of Company (Offeror)

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

APPENDIX B

PROPOSAL COST WORKSHEET
TO REPLACE THE CURRENT MAINFRAME SORT SOFTWARE

The Proposal Cost Worksheet consists of three parts. The first part provides the State with an overview of the costs associated with the Offeror's proposal. The second part provides the State with information necessary to evaluate the Offeror's proposal. The third part provides the State with information on the knowledge, skills and abilities of the Offeror staff. All parts provide the State with a consistent format from which to evaluate proposals submitted.

Part 1. Costs.

The general format consists of the annual license fee and one-time installation and customization costs to replace the current mainframe sort software including all applicable taxes.

Annual Software License Payment _____

One Time Installation and customization Costs _____

Total Evaluation Proposal Cost _____

Annual Software License Payment Increase Percentage Limit _____

Part 2. Attestations

	Attestations	Yes/No
1	Understanding and acceptance that terms of this RFP and associated Contract and license agreement are for three (3) years paid annually.	
2	Acceptance of the requirement for CA SRAM support (specified in RFP Section 2.7, Sort Utility Replacement Requirements)	
3	Compliance with ICSD's physical access policies	
4	Acceptance of the Project Manager Role as specified in RFP Section 2	
5	The Annual License fee includes maintenance (technical Support), software defect fixes, and upgrades as applicable	
6	Compliance with the State's Acceptance Test Requirement as specified in RFP Section 2	

Part 3. Experiences (Knowledge, Skills and Abilities)

Indicate "LEAD" or ADDITIONAL STAFF on Line Provided.

	Attestations of Staff Experiences (Knowledge, Skills and Abilities)	Name of Staff	Years of Experience
1	z/OS 1.13 and higher on a z9 IBM mainframe: Provide the number and version/release of software Offeror has experience with. Attach a table to this Proposal Cost Worksheet identifying for each z/OS version/release, the version/release number, number of instances, the number of years (e.g., one half year as .5), scope (departmental, island wide, county wide, statewide or national).		
2	The software as referenced in Appendix C: Provide the number and version/release of software Offeror has experience with. Attach a table to this Proposal Cost Worksheet identifying for each software the version/release, the number of servers, and the number of years (e.g., one half year as .5).		

APPENDIX C

SAMPLE PROPOSAL TABLE OF CONTENTS

I. Proposal Offer Form
II. Executive Summary
III. Experience and Capability
Necessary Skills and Experience
IV. Project Organization and Staffing
    A. Staffing
    B. Subcontractor Statement
    C. Organization Chart
V. Technical Solution
    A. Understanding of Requirements
    B. Technical Write-Up
        1. Technical Overview
        2. Assumptions
        3. Potential Problems and Constraints
        4. Technical Solution
        5. Diagrams
        6. Project Plan and Schedule
VI. Cost
    a. Proposal Cost Worksheet
    b. Proposal Cost Narrative
VII. Litigation
VIII. Exceptions
IX. Confidential Information
X. Attachment A – Product Information

APPENDIX D

SAMPLE CONTRACT FORM

STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

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

RECITALS

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

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

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

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

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

F. Money is available to fund this Contract pursuant to:

(1) _____
(Identify state sources)
or (2) _____
(Identify federal sources)
or both, in the following amounts: State $ _____
Federal $ _____

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

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

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

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

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

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

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

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

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

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

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

STATE

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

_____
(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

_____
(Name of Contractor)

_____
(Signature)

_____
(Print Name)

_____ *
(Print Title)

_____
(Date)

APPROVED AS TO FORM:

_____
Deputy Attorney General

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

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) **SS.**
_____ **COUNTY OF** _____)

On this _____ day of _____, _____ before me appeared

_____ and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are

_____ and _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

_____
(Signature)

_____
(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ _____ Circuit

Doc. Description: _____

_____

_____

_____
Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

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

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

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

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

_____

Date _____

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

STATE OF HAWAII

SCOPE OF SERVICES

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

STATE OF HAWAII

TIME OF PERFORMANCE

STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

(Signature) _____ (Date) _____

(Print Name) _____

(Print Title) _____

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

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

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

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

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

(Signature) _____ (Date) _____

(Print Name) _____

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

STATE OF HAWAII

SPECIAL CONDITIONS

APPENDIX E

STANDARD CONTRACT GENERAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

   b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

   c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

   d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

   e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

   f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with 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.

APPENDIX F

PROPOSAL COST WORKSHEET EVALUATION

ATTESTATIONS	Response Yes/No
Understanding and acceptance of the terms of this RFP.	
Acceptance of the requirement for CA SRAM support (specified in RFP Section 2.7, Sort Utility Replacement Requirements)	
Compliance with ICSD's physical access policies	
Acceptance of the Project Manager Role as specified in RFP Section 2	
Proposal includes an Annual License fee with annual maintenance and one-time installation and customization charges and % limit on annual increase	
Compliance with the State's Acceptance Test Requirement as specified in RFP Section 2	

Technical Evaluation	Max Points	Assigned Points
Replace CA Sort and allow for the parallel or concurrent operation of both sort utilities	15	
Require use of CA SRAM with the new sort utility without modification of existing COBOL compiled programs	30	
Contractor is required to provide defect and software maintenance support for all code supplied as part of the replacement sort utility. This should include any code that is necessary to make the sort utility to function with CA SRAM	30	
Provide a mapping of all CA Sort commands, functions and parameters with the new sort utility	15	
Provide similar report output for standard sort utility functions including CA SRAM equivalent or provide mapping to the CA Sort reports.	15	
After installation and acceptance, provide on-going technical assistance on site, by telephone or remote ("Webex" style connections).	25	
Agree that if the new sort utility fails to work with CA SRAM, the State has the option of terminating license without cost to the State at any time prior to acceptance. If such failure occurs after the acceptance period and payment has been made but software has not been	15	

installed for more than one year, Contractor shall reimburse the State for all costs paid as the result of the contract resulting from this RFP. Further, if failure occurs beyond the first year of operation, as determined by the software renewal date, the Contractor shall reimburse the State for that year's annual software maintenance. In all cases the Contractor can provide a remedy wherein software that provides equivalent functionality at no cost to the State for as long as the State continues the license agreement.		
Contractor shall install and customize the sort replacement utility on site under the direction of State staff. Contractor shall also be on site for 5 business days following the installation to insure the proper operation of the sort replacement utility.	20	
Software publisher or business partner shall provide (1) a license fee for one year that is annually renewable until terminated by the State and (2) all installation and customization fees.	20	
Did Offeror reply "yes" to all Attestations	5	
Did Offeror address each point of Appendix H, Point Response	10	
	200	

APPENDIX G

GLOSSARY OF TERMS AND ACRONYMS

STANDARD TERMS AND ACRONYMS

BAFO	Best and Final Offer
CA	Contract Administrator
CD	Compact Disk
DAGS	Department of Accounting and General Services
DLIR	Department of Labor and Industrial Relations, State of Hawai'i
DCCA	Department of Commerce and Consumer Affairs, State of Hawai'i
DOTAX	Department of Taxation, State of Hawai'i
EC	Evaluation Committee
FAQs	Frequently Asked Questions
GC	General Conditions, form AG-008 dated: 10/17/2013
GET	General Excise Tax
HAR	Hawai'i Administrative Rules
HCE	Hawai'i Compliance Express
HRS	Hawai'i Revised Statutes
HST	Hawai'i Standard Time
ICSD	Information and Communication Services Division
IRS	Internal Revenue Service
IT	Information Technology
NGN	Next Generation Network; State of Hawai'i's high-speed backbone providing connectivity to numerous State of Hawai'i Departments and other government agencies
PO	Purchase Order
PPMO	Planning and Project Management Office, ICSD, DAGS
SOH	State of Hawai'i
SSB	Systems Services Branch, ICSD, DAGS, SOH
SPO	State Procurement Office, DAGS, SOH
State	All agencies participating in this agreement
STATE PM	The designated IT lead manager or designee of the State
USPS	United States Postal Service

TERMS AND ACRONYMS SPECIFIC TO THIS RFP

DNS	Domain Name Server
IBM	International Business Machines
IO	Input/Output
IP	Internet Protocol
LPAR	Logical Partition
SCSI	Small Computer System Interface
RFP	Request for Proposals

APPENDIX H

ITEMIZED LIST FOR OFERORS POINT RESPONSE AND ADDITIONAL INFORMATION

Offerors are required to provide additional details as specified below.

2.2 OFFEROR'S QUALIFICATION

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.4.1 INSTALLATION AND CUSTOMIZATION SERVICES

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.4.2 INCLUSION OF ALL COSTS

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.4.3 COST INCREASES

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.4.4 ON PREMISE SPACE

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.5 KNOWLEDGE AND SKILLS REQUIREMENTS

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.6 THE STATE'S ENVIRONMENT

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.7 SORT UTILITY REPLACEMENT REQUIREMENTS

(1) Replace CA Sort and allow for the parallel or concurrent operation of both sort utilities.

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

(2) Require use of CA SRAM with the new sort utility without modification of existing COBOL compiled programs.

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

(3) Contractor is required to provide defect and software maintenance support for all code supplied as part of the replacement SORT utility. This should include any code that is necessary to make the sort utility to function with CA SRAM.

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

(4) Provide a mapping of all CA Sort commands, functions and parameters with the new sort utility.

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

(5) Provide similar report output for standard sort utility functions including CA SRAM equivalent or provide mapping to the CA Sort reports.

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

(6) After installation and acceptance, provide on-going technical assistance on site, by telephone or remote ("Webex" style connections).

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

(7) Agree that if the new sort utility fails to work with CA SRAM, the State has the option of terminating license without cost to the State.

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

(8) Contractor shall install and customize the SORT replacement utility on site under the direction of State staff. Contractor shall also be on site for 5 business days following the installation to insure the proper operation of the SORT replacement utility.

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

(9) Software publisher or business partner shall provide (1) a license fee for one year that is annually renewable until terminated by the State and (2) all installation and customization fees.

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.8 PROJECT MANAGER

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.9 ACCEPTANCE TEST

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.10 SAFEGUARD DATA

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.11 DOCUMENTATION

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

2.12 GENERAL CONDITIONS

The Offeror shall state its acceptance of the requirements detailed in this RFP section or provide information on the conditions of its acceptance. If the Offeror takes exception to this requirement, it should be stated as "Exception taken" and include the exception in the Proposal Section VII.

APPENDIX I

CURRENT SOFTWARE LIST

Database Related Software on the mainframe

Database Software	Vendor	Latest Version	Version Installed
Natural	SoftwareAG	8.2.2.2	4.2.7
Adabas Online System (AOS)	SoftwareAG	8.2.4.1	8.2.4
Adabas Replicator	SoftwareAG	3.3.2.1	3.3.2.1
Natural Construct	SoftwareAG	5.3.1.0	5.3.1.0
Entirex Communicator	SoftwareAG	8.2.2.0	8.1.1
Natural Optimizer Compiler	SoftwareAG	8.2.2.0	4.2.7
Natural Security	SoftwareAG	8.2.2.3	4.2.7
Predict	SoftwareAG	4.6.1.11	4.6.1
Securitre	TREEHOUSE	Strv412	STRV412
N20	TREEHOUSE	V5.2.1 fixc	V521FIXC
DPS	TREEHOUSE	V5.1.1 fix E	V511 FIXD
DB2 for z/OS	IBM	10.1.0	8.1.0
DB2 Utilities Suite for z/OS	IBM	10.1.0	8.1.0
QMF Classic Edition	IBM	9.1.0	8.1.0
DB2 Query Management Facility for z/OS	IBM	10.0.0	N/A
DB2 High Performance Unload for z/OS	IBM	3.2.0	4.1.0
Tivoli OMEGAMON XE for DB2 Performance Expert on z/OS	IBM	5.1.0	4.1

Software Currently Included With Lease

5694-A01	Z/OS V1 Base
5694-A01	GDDM PGF Feature
5694-A01	GDDM REXX Feature
5694-A01	RMF Feature
5694-A01	SDSF Feature
5694-A01	Security Server Feature
5655-G53	Enterprise Cobol z/OS&OS/390 AF
5655-018	CICS TS V2.2
5668-738	ACF/NCP V5 Tier 4

5668-854	ACF/NCP V4
5675-DB2	DB2 V7 UDB Server OS/390
5675-DB2	DB2 V7 QMF Feature
5688-197	IBM COBOL for MVS & VM(alt)
5697-B82	TME10 NETVIEW OS/390 (PSO)

Software Currently operational on IBM Mainframe

TMON	Allen Systems Group
Jobscan	Allen Systems Group
Code-1	Pitney Bowes
PL/1	IBM
TSO PCF	IBM
HIS (HOD)	IBM
FDR	Innovation Data Products
FDRCrypt	Innovation Data Products
CICS Autoinstall	MacKinney
Listcat	MacKinney
CICS MAPR	MacKinney
JSF Log	MacKinney
KWIK-KEY	MacKinney
PACE	KOMMAND
SAS	SAS
COBOL Report Writer	SPC
SUSE for zLinux	Novell
Automon CICS	Unicom
HourGlass	IBM
CCCA	IBM
DCD III	Marble Computer
MVS/Quick Ref	Chicago Soft
XPAF	Xerox

Computer Associates Software

CA APAS (EOL)

CA SORT (EOL)

CA PLEU (EOL)

CA TLMS

CA EARL

CA InterTest

CA Optimizer II

CA Panvalet

CA Scheduler

CA SPOOL

CA SPOOL Print Management Interface for MAS

CA SPOOL Print Management Option for VPI

CA SRAM

CA Sysview

CA Vision: Results

CA SPOOL Print Management Interface for Natural

CA Datacom

CA CAS9

CA Panvalet/ISPF

Novell SUSE for zLinux