

STATE PROCUREMENT OFFICE

LEGAL AD DATE: AUGUST 27, 2007

REQUEST FOR PROPOSALS NO. RFP. 08-011-SW

SEALED PROPOSALS FOR INTERNET PORTAL MANAGER AND SERVICES PROVIDER

STATEWIDE
STATE OF HAWAII

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON
OCTOBER 23, 2007

IN THE STATE PROCUREMENT OFFICE, THROUGH THE HAWAII ELECTRONIC PROCUREMENT SYSTEM (HePS). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO COLIN Y. TANAKA, TELEPHONE (808) 586-0558, FACSIMILE (808) 586-0570 OR EMAIL AT colin.y.tanaka@hawaii.gov.

Ruth E. Yamaguchi
Procurement Officer

Name of Company

RFP-08-011-SW

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SECTION ONE
INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

AHC	Access Hawaii Committee comprised of executives from State and local government agencies that provides oversight of the Portal Manager.
BAFO	Best and Final Offer.
Compensation Agreement	An agreement approved by the AHC that shows how the Contractor is compensated for managing a Portal Partner's Services.
Comptroller	The Comptroller of the State of Hawaii, Department of Accounting and General Services.
Contract	Comprised of the Request for Proposals (RFP), any addenda thereto, the successful Proposal, Service Level Agreements, Statement of Works, and any purchase orders. The Contract constitutes the entire agreement between the State and the Contractor.
Contract Administrator	Person designated to manage the various facets of contracts to ensure the contractor's total performance is in accordance with the contractual commitments and obligations to the purchasing agency is fulfilled. The Contract Administrator is identified in Section 9.03 of this RFP.
Contractor	The successful Offeror awarded a contract as a result of this RFP.
Convenience Fee	A fee added to the statutory fee for the convenience of accessing a Portal Service via the Portal. The added fee is used to fund the Portal.
CPO	Chief Procurement Officer.
DAGS	State Department of Accounting and General Services.
Data Custodian	Any branch, agency or instrumentality of the State that gathers, stores or generates Public Information.

ehawaii.gov	The domain name and alias of the Internet Portal.
Fee Sharing	An agreement between a government agency and the Portal Manager to use part of the statutory fee to fund a Portal Service.
GET	General Excise Tax.
Government Agency	Departments from: the State's Executive, Judicial, and Legislative branches; the University of Hawaii; the four counties, Hawaii, Kauai, Maui, and Honolulu; Department of Education, Office of Hawaiian Affairs, Hawaii Health Systems Corporation; and the Federal Government.
GC	General Conditions, Form AG-008 6/25/2007 or as may be revised issued by the Department of the Attorney General.
HAR	Hawaii Administrative Rules.
HRS	Hawaii Revised Statutes.
ICSD	Information and Communication Services Division.
Internet Portal	The Portal for Hawaii's State and County agencies.
Offeror	Any individual, partnership, firm, corporation, joint venture, or other legal entity submitting, directly or through a duly authorized representative or agent, an offer for the good, service, or construction contemplated.
Multi-channel approach	The creation and content integration of more than one customer service channels to be more citizen-centric. An example of a multi-channel approach would be to integrate content for web sites, telephone, email, contact centers, and one-stop shop offices.
Portal	A single point of entry to access a broad array of government information and services via a web browser.

Portal Manager	The Contractor will also be known as the Portal Manager.
Portal Partners	Departments and agencies of the State Government and the Counties who utilize the Internet Portal. State agencies including but not limited to the Executive, Judicial and Legislative branches, the University of Hawaii, the Department of Education, Office of Hawaiian Affairs, and the Hawaii Health Systems Corporation. The counties include Oahu and all neighbor islands.
Portal Services	Computer programs/applications that allow the public to access government services on-line. These applications allow the public to look up information and to transact business with the Portal Partners via the Portal's web pages.
Procurement Officer	Any person with delegated authority to enter into and administer contracts and make written determination with respect thereto. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.
Proposal	Executed documents submitted by an Offeror in response to a request for proposals.
Public Information	Any information that is stored, gathered or generated in digitized form by a Data Custodian and is authorized by law to be released.
RFP	All documents, whether attached or incorporated by reference, utilized for soliciting proposals under the competitive sealed proposal source selection method.
Service Level Agreement	An agreement between the Contractor and an agency implementing the Portal for that agency stipulating performance expectations.
SPO	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room 416,

Honolulu, HI 96813; P.O. Box 119, Honolulu, HI 96810-0119.

State	State of Hawaii.
STATE	The contracting agency for this RFP, the Department of Accounting and General Services.
Statement of Work	An agreement between the Contractor and a Portal Partner to develop or rewrite a Portal Service.
Subscriber	A person or business that, in exchange for a charge, receives subscription services.
Subscription Services	Value added services that are available for an additional annual charge and that include, but are not limited to, the enhancement of information that is otherwise available through the State for a statutory fee or at no charge.

1.02 INTRODUCTION

- 1.02.1 The SPO is issuing this RFP, on behalf of the AHC, for the purpose of awarding a contract for the services of an Internet portal manager provider to continue operations and expand the State's Portal. A SPO vendor list will be issued as a result of this RFP. A Government Agency may order, on an "as needed" basis, during the term of this contract. Use of the resulting vendor list may be mandatory for the State Executive Departments.
- 1.02.2 The Portal began in the year 2000 to provide government information and services to the public via the World Wide Web, the Internet. The Portal uses www.ehawaii.gov as its URL to guide users through a functional, easy-to-navigate series of pages from a single starting point to access information and services from various State, County and Federal government agencies. Information is provided in two formats. The first is general content provided through links to the Government Agency managed websites; and the second is information from the Government Agency databases. This information is copied on a scheduled basis or accessed real-time by the Portal Manager, who then provides Portal Services that allow users to query, view and print this information. Examples would be a business name or license lookup.

1.02.3 Other Portal Services allow users to transact business with the Government Agencies. Examples of these Portal Services would include registering a business, renewing a license or filing taxes. Information and Portal Services may be free, incur normal statutory fees and/or convenience fees, or be available via an annual subscription fee. The Portal also provides the option for commercial enterprises to pay a convenience fee to conduct designated business activities electronically. The statutory revenue will accrue to the State or respective County while the convenience fee, fee sharing portion, and subscriber fees will compensate the Portal Manager for its services.

1.03 RFP SCHEDULE AND SIGNIFICANT DATES

1.03.1 The schedule set out herein represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as “Proposal Due” date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	August 27, 2007
Pre-proposal Conference	September 11, 2007
Deadline to Submit Written Questions	September 12, 2007
State’s Response to Written Questions	September 17, 2007
Proposal Due and Opened	October 23, 2007 2:00 p.m. (HST)
Proposal Evaluations	November 5, 2007
Oral Presentations (if necessary)	November 13-15, 2007
Discussion with Priority-Listed Offerors Offerors (if necessary)	November 19, 2007
Best and Final Offer (if necessary)	November 27, 2007
Estimated Contract Award	December 6, 2007
Contract Start Date	January 3, 2008

1.04 ELECTRONIC PROCUREMENT

The State has established the Hawaii Electronic Procurement System (HePS) to improve the procurement process. Various State solicitations for goods, services, and construction, will be available on the HePS, and offers from potential offerors will be solicited on the HePS. Offerors interested in responding to this electronic solicitation first must be registered on the HePS. Registration information is available at the SPO Website: www.spo.hawaii.gov; click on Hawaii Electronic Procurement System (HePS) at the main menu.

1.05 REQUIREMENTS– MANDATORY AND MINIMUM REQUIREMENTS

Sections Two, Three, Four, Five, and Six describe the requirements of this RFP. The individual requirements are designated "(M)" for "Mandatory" or "(MR)" for "Minimum Requirements."

The requirements designated as "(M)," are considered Mandatory by the State, and the awarded contractor shall be obligated to comply with the Mandatory requirements. For each requirement designated as "(M)," Offerors must indicate with "Will Comply" or "Will Not Comply." While Offerors may provide an explanation of any of its entries of "Will Not Comply," the entry of a "Will Not Comply" response shall result in the rejection of the Proposal. However, Offerors are free to propose revisions to the Mandatory requirements up to the date set for Deadline To Submit Written Questions in Section 1.03 RFP SCHEDULE AND SIGNIFICANT DATES. Unless otherwise revised by an addendum, Mandatory requirements as set forth in the RFP are firm.

The items designated as "(MR)" are considered by the State to be Minimum Requirements. Offerors are invited to include enhancements to these Minimum Requirements in their Proposals by providing a description of the enhancement; the description must be accompanied by an explanation of how the enhanced approach will satisfy the Minimum Requirement(s) and how the enhancement(s), will benefit the State, Portal Partners, and the public. To respond to the "(MR)" items, the Offeror must include an attachment listing the section number of the "(MR)" requirement, the text of the RFP "(MR)" requirement as stated in the RFP, the explanation of the Offeror's approach to meet the minimum requirements, and the benefits of any proposed enhancement(s). Any proposed enhancement shall be in addition to the Minimum Requirements and shall not be deemed to relieve the Offeror of the responsibility of providing the Minimum Requirements.

Offerors shall provide a response for each of the following requirements in the order given with the same numbering scheme. At the end of each section, Offerors are encouraged to describe additional services or resources that would exceed the basic requirement and further enhance the Internet Portal. See Section Eight for Evaluation Criteria.

SECTION TWO

SCOPE OF WORK

2.01 PORTAL OVERVIEW AND HISTORY

- 2.01.1 In 1999, the State initiated the Internet Portal project with the goal of redesigning the State's home page to have it serve as a web-based portal, or single access point, to electronically deliver services and information. To achieve this goal an RFP was issued for response from electronic business and Internet portal providers. In 2000, the State entered into a contract with the Hawaii Information Consortium (HIC) a subsidiary of the National Information Consortium (NIC). The contract called for HIC to develop the Internet Portal based on a customer-centric approach with a consistent user interface, and without increasing the tax burden on the residents and businesses of Hawaii. As part of this contract, initial investment capital for hardware, software, communications, facilities, and other related items were provided at no cost to the State by HIC.
- 2.01.2 Over the period of this contract, HIC redesigned and hosted the new home page and provided an integrated search engine. In partnership with the Portal Partners, it has developed and is continuing to develop Web applications to deliver information and services to the public. (These applications are listed in Exhibits A and B.) In addition, HIC has promoted the Portal to Government Agencies, private and public organizations, while providing reporting, user and performance statistics to the AHC.
- 2.01.3 The Portal is now a self-supporting and cost-effective Internet Portal that provides enhanced access to public information and services. The key components of the Portal system are a State 'home page' that is designed from a customer or citizen point of view, applications that support on-line processing of licenses, filings, permits, applications, renewals, and database searches, and presentation of information to citizens and businesses. It has been developed and operated without increased tax burden on the residents and businesses of Hawaii.
- 2.01.4 The current contract with HIC will end on Jan. 3, 2008, and the State desires to continue the existence of the Portal in its current or similar operational mode.
- 2.01.5 Over the course of the current contract, multiple applications or Portal Services have been developed by both HIC and Government Agencies and made accessible via the Portal. The Portal applications provide services and information at no cost or at a statutory or regulated fee,

while others may be available for a convenience fee or subscription fee.

- 2.01.6 Examples of Portal Services that the Portal offers are: Annual Business Filings, New Business Registrations, Electronic Tax Filings, Camping Permits, Hunting and Fishing Licenses, Sex Offender Registry and Criminal History, Jury pool Information, and many more integrated Portal Services which are listed at the following URL - <http://www.hawaii.gov/portal/business/all.html>.

2.02 CONTRACTOR'S SCOPE OF WORK

Unless otherwise stated in this Section 2.02, at no direct cost to the State or Portal Partners, the Contractor shall provide the following services:

Provide the Following Services

- 2.02.1 (M) The Contractor shall continue operations of the existing Internet Portal for the Portal Partners. This includes day-to-day operations, maintenance and administration of all Internet Portal services. The Portal operates 24 hours per day every day of the year. Operations include customer service, facilities, hardware, networking, security, performance monitoring, and problem resolution. Maintenance includes keeping all off-the-shelf software on current releases and keeping the development environment on mainstream industry accepted standards. Administration includes all financial, record keeping, reporting and management aspects of the Portal.
- 2.02.2 (M) The Contractor shall continue to work on Portal Services that are in the development or conceptual stage. The Contractor shall also work to expand the Portal Services by developing new and enhancing existing Portal Services. Work includes project management, design, programming, testing, deployment, documenting, and marketing. All work on Portal Services shall be done with the approval and input of the Portal Partners and oversight of the AHC. Exhibits A and B contain a list of Portal Services that are operational, in development or conceptual.
- 2.02.3 (M) The Contractor shall adjust project schedules, if the priority for a Portal Service changes. Changes in priority shall be done with the approval and input of the AHC.
- 2.02.4 (M) The Contractor shall provide description of how it intends to work with the Portal Partners to develop strategies to increase public, business, and government use of the Portal.

Provide Public Access and Presentation of the Portals' Content as Described Below

- 2.02.5 (M) The Contractor shall make the Portal Services accessible via popular browsers such as Microsoft's Internet Explorer, Mozilla Firefox, and Netscape Navigator. Users shall not be required to download or add software to use the Portal Services. In addition, there should be a balance of size and complexity of web page graphics against the need to support customers with low speed access to the Internet.
- 2.02.6 (M) The Contractor shall accommodate links to the web sites of all State and local government agencies and some Federal agencies as approved by the AHC. In addition, the Contractor shall accommodate links that highlight various aspects of Hawaii's history, culture, community, education, and business for site visitors from outside of the State.
- 2.02.7 (MR) The Contractor shall provide tools to navigate and search the Portal that allow Portal visitors to easily find Portal Services and content.
- 2.02.8 (MR) Consistent with the State web standards, the Contractor shall provide a Portal with a consistent user interface and a customer centric approach to presenting information. In addition, the Contractor shall provide improvements to the user interface based on technology and industry changes, or feedback from customers or Portal Partners. Since the individual Portal Partners' web sites are linked to the Portal and the Portal Partners still have control over the design and content of their own web sites, the Contractor must use their best efforts to blend with or provide guidance to the Portal Partners to provide consistent presentation, and methods for visitors to simply navigate and search the Portal.

Provide High Quality Customer Service

- 2.02.9 (MR) The Contractor shall provide a support framework for the Portal Partners in the event of problems or questions with the Portal. The support framework shall allow for Portal Partners to submit work requests and problems reports via phone or electronically. The support framework shall provide bidirectional communications between the Contractor and the Portal Partners allowing Portal Partners to see the status of their requests or to find the status of the Portal or specific Portal Services. The Contractor shall also provide bulletins and alerts for any planned maintenance or problems on the Portal. Response time for work requests and problems shall be executed according to the provisions defined in Service Level Agreements.

- 2.02.10 (MR) The Contractor shall provide a Help Desk service for customers. The Help Desk service shall provide both on-line and telephone support. On-line help shall include FAQ's, context sensitive help, searchable help, live chat and help via email. At a minimum, telephone and live chat support shall be from 7:45 am to 4:30 pm Monday to Friday Hawaii Standard Time. Requests for help via email shall be answered within one (1) working day. Provisions defined in Service Level Agreements may supersede service conditions defined in this subsection.
- 2.02.11 (MR) The Contractor shall offer customer satisfaction surveys to determine the level of acceptance, and ease of use of services. These surveys shall be distributed to the public users of these services, and to the State agencies that provide these services. The Offeror shall provide survey samples with this proposal if available.
- 2.02.12 (MR) The Contractor shall provide training and reference materials for Portal Partners' staff.

Provide Consultation Services for Portal Process Improvements

- 2.02.13 (MR) The Contractor shall help Portal Partners understand how their processes and services could be improved and streamlined by deploying them as Portal Services. This should also include suggestions for incorporating technology including but not limited to website blogs, wikis, and a multi-channel approach for the Portal Services in the future. Further, the Contractor shall foster partnering and cooperation among Government Agencies for processes, services or information that cross jurisdictions and could be used in Portal Services that eliminate the need for customers to visit multiple agencies or provide the same information multiple times. The Contractor shall:
- a) Locate and restructure duplicate or redundant information and Portal Services that are being delivered to overlapping customer bases;
 - b) Combine information into a single system to improve customer service and raise program efficiency;
 - c) Foster a high degree of partnering by developing Portal Services between businesses and local and Federal government agencies;

- d) Conduct executive and management education programs to disseminate information on innovative ways to use information technology to deliver government services;
- e) Identify sources of consulting and technical assistance inside and outside government; and
- f) Provide recommendations for marketing efforts to increase citizen use of the Portal applications.

Be Responsible for all Facilities, Hardware, Software and Networking Requirements

- 2.02.14 (M) The Contractor shall work with ICSD if devices or software needs to be added to the State's infrastructure to service the needs of the Portal. The cost of these devices and software shall be borne by the Contractor. Offerors are encouraged to ask about specific interfaces and devices during the question and answer process of this bid solicitation to minimize any uncertainty when submitting their final proposal.
- 2.02.15 (MR) The Contractor shall provide and maintain the network link(s) from the State facility located at the Kalanimoku Building, 1151 Punchbowl Street, Honolulu, HI 96813, to the Contractor facilities and from the Contractor facilities to the Internet, including but not limited to leased circuits from telephone or cable companies at no cost to the Portal Partners. The Contractor must have its own connectivity to the Internet. As the Portal grows, the Contractor shall adjust the capacity of the network links. Proposals must describe how the Contractor will monitor and adjust the network capacity and handle bandwidth spikes.
- 2.02.16 (MR) The Contractor shall provide facilities, hardware, software, and network links, and other related items to run the Portal at no cost to the Portal Partners.
- 2.02.17 (MR) The Contractor shall provide sufficient storage and storage management of Portal data, including provision to backup and restore unique information in the event of a hardware failure. The Contractor shall also provide for growth in storage, backup, and processing power with anticipated growth of the Portal. All hardware and software utilized in this Portal must be physically located at a location to be agreed upon by ICSD.
- 2.02.18 (MR) The Contractor shall provide all hardware, software, and personnel required to manage its platform. The Contractor shall also provide for the design and upgrade of its platform and software.

- 2.02.19 (MR) The Contractor shall provide a technology platform that has separate development, prototyping/testing, and production environments, and provides for versioning control. The Contractor shall also provide a technology platform that helps automate unit testing by the Contractor and eases the burden of testing on the Portal Partners.
- 2.02.20 (MR) The Contractor shall provide a content management solution that allows Portal Partners to easily update Portal content. The Contractor shall provide assistance and/or training on the usage of the content management solution for Portal Partners.
- 2.02.21 (MR) The Contractor shall provide business continuity planning for system failures or facility problems or damage. The Contractor shall also provide redundant systems and facilities to cover problems ranging from minor hardware failure to catastrophic facilities damage. Planning and redundancy shall include network connectivity to the Portal Partners and the Internet.

Develop Applications Facilitating Integration With State Systems

- 2.02.22 (M) The Contractor is not responsible to host or operate any existing back-end applications that service the State's internal needs.
- 2.02.23 (M) The Contractor shall not have direct, live access to the Portal Partner's back-end existing systems, without approval of the Portal Partner(s), the AHC and ICSD.
- 2.02.24 (M) The Contractor shall adhere to all standards, policies, guidelines, and bulletins issued by ICSD.
- 2.02.25 (MR) The Contractor shall develop, maintain and troubleshoot interfaces to transfer information bi-directionally between the Portal Partners systems and the Portal. Unless separately negotiated between the Portal Manager and a Portal Partner, any computer and/or communications hardware, software, or service required to implement these interfaces shall be at Contractor's expense, inclusive of all one-time and recurring costs. Installation of all hardware, software, and/or services for this interface shall be coordinated with and directed by State systems support and/or telecommunications staff.
- 2.02.26 (MR) The Contractor shall provide any data conversion to port data from the Portal Partner's existing back-end systems or other data sources to the Portal. All such data conversion shall be done at Contractor's expense.

Implement and Maintain Security Measures

- 2.02.27 (MR) The Contractor shall provide security measures to protect information belonging to the Portal and the Portal Partners from unauthorized access, modification or deletion by:
- a) Maintaining documentation to describe the Contractor's approach to security as encompassed in this section;
 - b) Providing the ability to execute secure, authenticated, two-way transactions;
 - c) Implementing date-time stamp and an audit trail for identifying all network security breaches and attempted breaches;
 - d) Prohibiting users from accessing data or computer facilities, unless such access were expressly approved by the participating Portal Partner and the Contractor;
 - e) Maintaining and ensuring data integrity and users' confidentiality and privacy; securing and protecting confidential information, both business and personal;
 - f) Addressing issues such as misuse or fraud including resolution options;
 - g) Accommodating scheduled and unscheduled inspections, by State/County personnel or designees including law enforcement personnel, for risk assessment of network security;
 - h) Ensuring implementation and maintenance of standard security guidelines, protocols and procedures;
 - i) Reporting any compromises of network security such as intrusions, denial of service, spoofing, etc.;
 - j) Maintaining logs of security items including but not limited to the following: users, dates involving criminal and/or non-criminal activities;
 - k) Ensuring transaction validation and security. The Contractor shall provide and document methodology which will include items such as personnel, hardware, software and procedures;

- l) Ensuring compliance with the requirements above, the Contractor shall sponsor a mandatory annual security audit by an external organization to be approved by the AHC. The audit fees shall be paid by the Contractor;
- m) Protecting against identity theft and abide by all State and Federal laws regarding identify theft;
- n) Complying with the Payment Card Industry (PCI) Compliance, with a minimum of Level 4; and
- o) Complying with the Payment Card Industry (PCI) Data Security Standard (DSS) requirements.

Maintain Adequate Staffing

- 2.02.28 (M) The Contractor shall be responsible for all required costs attributable to its officers and employees, including but not limited to: worker's compensation premiums and deductibles, unemployment compensation tax withholding contributions, tax withholding contributions, and similar items.
- 2.02.29 (M) The Contractor shall have the sole responsibility for the hiring, recruitment, management, training, and firing of the Contractor's employees. The Contractor shall disclose the names and positions of its officers and employees to the AHC. The Contractor shall provide information on employees and officers as requested of any audit activity or report.
- 2.02.30 (M) The Contractor shall ensure that all employees, consultants and external staff that work on the Portal have signed general and specific Portal Partner confidentiality and privacy statements to protect confidential data.
- 2.02.31 (MR) Offerors shall describe their procedure for conducting employee background checks, including but not limited to financial or criminal history. As warranted by any specific services to be developed under this Contract, the Contractor shall agree to undergo employee background checks, as determined by the Portal Partner.
- 2.02.32 (MR) The Contractor shall recruit, hire, retain and train qualified and sufficient personnel to design, develop, deploy, document, operate, maintain, host, support, and market the Portal and its Services. The Contractor personnel shall also provide all necessary customer support to customers and Portal Partners.

Implement Technology Best Practices

- 2.02.33 (MR) The Contractor shall follow professional practices, including the development of project plans, requirements documentation, design documentation, test data and test procedures. All development projects shall have separate development, test, and production environments. The Contractor shall describe in their proposals what methodologies and best practices that they adhere to.

Interact Effectively with State

- 2.02.34 (M) The Contractor shall work with the AHC to prioritize new Portal Services. The Contractor shall notify the AHC of Portal Services that are in conceptual development and those for which scope of works are in progress. For the benefit of the Portal Partners, the AHC shall have the option to re-prioritize the work by the Contractor for Portal Services and to negotiate target completion dates.

- 2.02.35 (MR) The Offeror shall provide a template SLA in their proposal addressing, at minimum, the following points:
- a) The Contractor's methodology for interacting with Government Agencies in the creation, operation, maintenance and troubleshooting of Portal Services;
 - b) The Services or transactions to be implemented on-line;
 - c) The statutory or other regulated fees to be collected by the Contractor on behalf of the Portal Partner;
 - d) Any reimbursement of a Portal Partner by the Contractor for costs incurred in providing data needed to offer on-line Services;
 - e) The level of services the Contractor is providing including, but not limited to, the availability of Services and expected outages, whether the on-line Service is to be physically hosted by the Contractor or by the Portal Partner, response time to Service interruptions, response time to critical and non-critical problems, escalation process, system monitoring and program resolution, and reporting of the aforementioned items;
 - f) How the Contractor will deliver on those promises;
 - g) Who will measure delivery, and how;
 - h) What happens if the Contractor fails to deliver as promised; and
 - i) How the SLA will change over time.

- 2.02.36 (MR) The Contractor shall negotiate individual SLAs with each Portal Partner that wants a Portal Service or Portal Services. The individual SLAs shall include service requirements beyond the scope of the Master SLA (i.e., response time of Service transactions; enhancements to the service levels defined in the Master SLA, etc). It

shall be the obligation of the participating Portal Partner and the Contractor to address in an individual SLA all issues particular to the Portal Partner, including but not limited to, any privacy/confidentiality issues and any statutory or regulatory issues affecting the Portal Partner's use of the Portal. Offerors should provide an example template of their SLA and procedure for modification.

2.02.37 (MR) The Contractor shall initiate a Statement of Work for each Portal Service for submission and approval by the AHC. In addition to the Statement of Work, the Contractor shall abide by the terms and conditions defined in SLAs issued on behalf of either the State or Portal Partners. As each Statement of Work is completed, the new Portal Service will be added to the SLAs and any specific conditions noted, including the priority in the business continuity plan.

2.02.38 (MR) The Contractor shall negotiate a Master Service Level Agreement with the AHC, which shall be deemed to incorporate and be subject to the Contract, the RFP and any addenda, and the successful Proposal. All Service Level Agreements are subject to the prior approval of the Contract Administrator and no work shall be done under any Service Level Agreement without such prior approval. To the extent required by law, the implementation of the Portal by any Portal Partner and of any Service Level Agreement (SLA) shall be subject to the review and prior approval of the Contract Administrator and the AHC.

Ensure Compliance with all Statutory /Legal Requirements

2.02.39 (M) The Contractor shall comply with all relevant County, State and Federal statutes, rules and regulations applicable to assuring privacy and confidentiality. Any special rules must be included in the SLA by the Portal Partners.

2.02.40 (M) The Contractor shall not have to publicly disclose company financial records relating to operating costs and profits. However, certain financial records such as monthly income statements and balance sheets may be required to be disclosed to the AHC. Records provided to the AHC are government records subject to public disclosure pursuant to the State public records law, chapter 92F, HRS.

2.02.41 (M) The Contractor shall disclose all SLAs, Statements of Work, and Compensation Agreements to the AHC.

2.02.42 (M) The Contractor shall allow the License and the Software (see 2.06.2) to be used by the Portal Partners and Government Agencies that are covered by SLAs with the Contractor.

- 2.02.43 (M) The Contractor shall deposit on a quarterly basis, the most recent version of all Portal applicable source code and documentation in escrow or in a secure safe deposit lock box with a Hawaii-based neutral third party (the “Escrow Agent”) to be mutually agreed upon by the Contractor and the AHC. Over the term of the contract, the Contractor will have the authority to remove superseded source code and documentation. The source code and documentation shall be delivered to the AHC by the Escrow Agent in the event the Contractor: (i) is declared insolvent through bankruptcy proceedings, (ii) is unable to perform its obligations to the Portal Partners under the Contract, (iii) and the AHC and the Contractor agree to discontinue the Contract, or (iv) as otherwise provided in its agreement with the Escrow Agent.
- 2.02.44 (M) The Contractor shall provide the AHC with an executed copy of the software escrow agreement between the Contractor and the Escrow Agent. The Contractor will notify the AHC in writing of any amendments to such agreements, any change in Escrow Agent, or of any replacement or successor escrow arrangements. The Escrow Agent will provide written notification to the Contract Administrator, at least semiannually, detailing all account activity during the previous period.
- 2.02.45 (M) The Contractor shall not copyright or obtain ownership of Portal trademarks, trade names, logos and other identifiers, Internet uniform resource locators, Internet addresses or e-mail addresses obtained or developed pursuant to this Contract. All Portal trademarks, trade names, logos and other identifiers, Internet uniform resource locators, Internet addresses or e-mail addresses shall be the property of the State and transferable to the Portal Partners at the end of the Contract.
- 2.02.46 (M) The Contractor shall not have sole right to develop web Services for Government Agencies. Nothing in this RFP shall be deemed to require any Government Agency to enter into a SLA or Statement of Work with the Contractor and nothing in this RFP shall be deemed to limit access to Public Information to access via the Portal. Information contained in this RFP, including but not limited to in this section regarding possible Services that could be developed and offered through the Portal, are by way of example only and shall not be deemed as a representation by the State that any particular application or Service will be offered through the Portal. The AHC will strongly encourage all Government Agencies to participate in the use of the Contractor’s services.

Ensure Compliance with ICSD Standards and Policies

- 2.02.47 (M) All services shall be performed in accordance with ICSD standards and policies. These standards and policies can be found at: <http://www4.hawaii.gov/dags/icsd/ppmo/Std Web Pages/Stdload.htm>. Contractor shall work with ICSD on developing any additional standards that the Contractor believes are appropriate to successfully run the Portal. The Contractor shall document all systems analysis and programming activities. Copies of all such work shall be available for inspection by the AHC before such programs are implemented.

Expedite Portal Related Services

- 2.02.48 (MR) Where a Portal Partner needs a Portal Service worked on immediately or completed in a time-frame that the Contractor's staff cannot meet due to workload, the Contractor may subcontract work. The Contractor shall be paid on an hourly rate for such services as discussed in Section 6.02.1. **This is intended for work on the Portal only and cannot be used for Portal Services required by Portal Partners. All such time and material work must be approved by the AHC.**

Implement a Timely Start-Up Strategy

- 2.02.49 (MR) The Contractor shall establish an office in Honolulu, with at least one (1) full time project manager, no later than four (4) weeks after award of Contract. A clear statement of the Offeror's willingness to comply with this requirement is also required in its proposal.
- 2.02.50 (MR) The Offeror shall provide in its proposal a project plan to migrate to the Contract showing all phases for the migration to the Contract. This plan cannot exceed the one (1) year transition period from the old to the Contract. This project plan shall identify tasks, responsible parties, milestones, and activity durations. It shall also indicate the approximate length of time required after the Contract award date, before Portal Services could be supplied via the Portal. The Contractor shall maintain this plan during the transition to the Contract and provide copies to the AHC at scheduled meetings. As part of this project plan, proposals must describe an acceptance-testing plan and procedure to be used for the cutover of Portal Services, prior to the release of the production systems.
- 2.02.51 (MR) The Offeror shall provide in their proposals specific plans to adjust for unexpected work or resource loads in the start-up including but not limited to the provision of an adequate number and proficiency of staff.

Provide Management and Administration Services

2.02.52 (MR) The Contractor shall provide management and administration services to ensure that the Portal operates 24 hours per day every day of the year. Administrative services include the planning, design, marketing, and business management activities that would be carried out by the Contractor to successfully operate and grow the Portal. It also involves managing and maintaining a successful self-supporting Portal. Proposals must describe how management and administrative services will be provided.

Provide Financial, Records, Auditing, and Reporting Information Financial

2.02.53 (M) The Contractor shall recover, deliver, and disburse statutory fees collected on behalf of the Portal Partners as agreed by the Contractor and Portal Partner and approved by the AHC. Subscribers will be required to execute a contract for services and can be charged an annual fee for the convenience of monthly billing. The Contractor will have an initial opportunity to collect State statutory fees from users before paying it to the State. The Contractor guarantees the collection of such statutory fees to the State.

2.02.54 (M) The Contractor shall establish one or more accounts in Hawaii financial institutions, which are federally insured for deposit of revenue from Portal operations and shall furnish the AHC with the names of the institutions, the account numbers, and the names of those persons having signatory authority.

2.02.55 (M) The Offeror shall provide via the proposal a 5-year pro-forma income and cash flow statement based on experience with similar projects of the same scope and magnitude. This pro-forma should include sources and amounts of capital infusion, revenues and expenses that support the Offeror's commitment to the Portal.

2.02.56 (M) The Contractor shall submit a budget plan for the operation of the Portal within 30 days of the commencement of this contract.

2.02.57 (MR) The Contractor shall provide free services at no cost to Portal users. Free services will be funded from the Contractor's portion of the fee-based services. The development, operation and maintenance of free services shall be handled with the same professionalism and level of support as fee-based services. Prioritization of tasks associated with free services will be subject to the approval of the AHC. For more information on free services, see Section 5, Business/Management/Cost Model.

- 2.02.58 (MR) The Offeror shall document any suggested cost items in the proposals for consideration to become the State's responsibility.
- 2.02.59 (MR) The Contractor shall recover statutory fees on behalf of the Portal Partners and pass these through to the respective Portal Partner. The Portal Partners and the AHC shall approve all funds handling procedures. Unless stated otherwise in a SLA, all moneys collected on behalf of a Portal Partner shall be delivered by the Contractor to the Portal Partner within one (1) week. If Electronic Fund Transfer (EFT) is available, the Contractor shall deposit all moneys collected on behalf of a Portal Partner into a designated bank account within twenty-four (24) hours following the effective receipt of those moneys by the Contractor. Deposits made via EFT must use the automated clearinghouse (ACH) credit method. The ACH file format must be approved and tested by the Portal Partner before it is implemented. The Contractor must send the specific Portal Partner a detailed transaction report along with a detailed revenue report for financial reconciliation. The Contractor will keep, maintain and be a custodian of all Portal financial and operational records. Proposals must describe the Offeror's procedures for billing, collections, on-line credit card acceptance, electronic check acceptance, and the issuance of payments and refunds. The Offeror also must describe in their proposals all other fiscal activities necessary to operate a financially sound Portal.
- 2.02.60 (MR) The Contractor shall raise and expend capital to continue the operation of the existing Portal Services and to add new Portal Services. This includes obtaining facilities, hardware, and software and all other infrastructure. There will be a one year transition from the current to new Contractor. The compensation agreements with Government Agencies are pre-existing, but may be renegotiated, by mutual agreement. A portion of the fees to be charged by the State or its agents for electronic access or filings will go to the Contractor, as agreed in the Scope of Work or Compensation Agreement and approved by the AHC or its designee. Proposals shall describe how the Offeror will fund, develop, and maintain a financial self-supporting Portal.

Records

- 2.02.61 (M) The Contractor shall make all Contractor documents and records pertaining to operation of the Portal available for inspection, auditing, and copying by the AHC, or other authorized representatives designated by the AHC, at any reasonable time. The Contractor's corporate records as it relates to the cost of running the Portal remain property of the corporation and are not subject to public inspections.

This does not include fee compensation agreements with the Portal Partners as this shall be public information. Monthly income statements and balance sheets for the Portal will be provided to the AHC by the Contractor. To the extent an audit report disclosed any discrepancies in the Contractor's charges, billings, or financial records, and following a period for review and verification of the amount by the Contractor, the Contractor will adjust the payment as soon as reasonably possible, but not to exceed 90 days. The Contractor shall cooperate to assure that verification is completed in a timely manner. The Contractor also agrees to make other changes requested by the State, which is agreed to by the Contractor and the AHC, to comply with recommendations resulting from any audit. Any such audit will be performed by a competent and reputable Certified Public Accountant licensed in Hawaii.

- 2.02.62 (M) The Contractor shall have an accounting system to include a numbered chart of accounts, books of original entry of all transactions, appropriate subsidiary ledgers, a general ledger, which includes to-date postings and an audit trail through financial statements. Such books may either be maintained on paper or on computer with appropriate backup.

Auditing

- 2.02.63 (M) The Contractor must comply with all applicable State audit requirements. The Contractor shall select an independent auditor to audit, at Contractor's expense, the Contractor's books and records on an annual basis. Contractor's selection of an auditor shall be subject to the prior approval of the AHC, such approval not to be unreasonably withheld. The Contractor shall make such books and records available at the site of its local presence.
- 2.02.64 (M) Audits may be conducted during regular workdays for State agencies and between the hours of 7:45 a.m. and 4:30 p.m. (Monday-Friday) during the contract period or any renewal term of the Contract and for a period of two (2) years after expiration of the Contract or any renewal period.

Reporting

- 2.02.65 (M) The Contractor shall report activities to the AHC as follows:
- a) Within 120 days after the close of the Contractor's fiscal year, the Contractor shall submit to the State an annual financial report and audit. These reports must be certified by an independent certified public accountant (selected by the Contractor) who may be the

accountant or a member of the firm of accountants who regularly audit the books and accounts of the Contractor. The submitted audit information must include, but is not limited to, the audited financial statements, auditor opinions, reports on internal control, findings and recommendations and management letters. In addition, the Contractor is subject to any further audit and review determined necessary by the State after furnishing reasonable notice to the Contractor;

- b) Develop and regularly update, in cooperation with the Portal Partners, a draft Portal strategic plan for presentation to the AHC on at least an annual basis;
- c) Report to the AHC on a periodic basis concerning potential new Portal Services and related issues. The Contractor will strive to improve access to, and the utility of the Public Information and Portal Services available through the Portal by exploring and recommending ways to:
 - i) Expand the amount and kind of Portal Services and information available;
 - ii) Increase the utility of the Public Information presented, the Portal Services available, and the form in which both are provided;
 - iii) Expand the base of users who access the Portal Services and Public Information;
 - iv) Improve public and business access to Portal Services and Public Information by implementing improvements in technology of the Contractor and Portal Partners;
 - v) Increase the effectiveness and resources of the Portal; and
 - vi) Redesign and maintain the State website and the agreed upon Portal pages.
- d) The Contractor shall measure Customer satisfaction including Web surveys and report the results to the AHC on a schedule to be agreed to by the AHC and the Contractor but no less than on a semi-annual basis; and
- e) The Contractor will measure and report to the AHC on growth trends and usage of the Portal, as well as hits, access, transactions and other performance measures or metrics as mutually agreed

upon by the AHC and the Contractor. Working in cooperation with the AHC, the Contractor will submit the details of these performance measurements for inclusion as part of a master SLA for the Portal or for inclusion as part of the SLAs for specific Portal Services;

- 2.02.66 (M) The Contractor shall provide the reports of activities on a quarterly basis, or as otherwise required by SLAs. These reports shall include, but not be limited to: application inventory; future application project plans; on-going application project status; financials; transaction count statistics, web page statistics; customer satisfaction reports; incident reports; and marketing reports. On a quarterly basis, the Contractor shall also provide copies of agency SLAs, statements of work, and fee-based Service agreements.
- 2.02.67 (M) The Contractor shall provide to the AHC management reports as the AHC may reasonably request. These reports shall include, but not be limited to activity/performance reports including types of transactions, transaction volumes, response time, web page hits, etc.
- 2.02.68 (M) The Contractor shall provide an annual security audit report as identified in subsection 2.02.27(l)
- 2.02.69 (M) The AHC and the Contractor will jointly develop reporting requirements, reporting format, and transmittal schedule of reports. These reports shall include, but not be limited to, financial reports, progress reports and report detailing ongoing analyses of operations. Reports describing the Portal's future needs, fiscal projections and other relevant forward-looking reports must be submitted at least monthly to the AHC.
- 2.02.70 (M) The Contractor must draft and submit to the Contract Administrator an annual report to the Legislature. This report must be submitted to the Legislature no later than 20 days before the commencement of each Legislative Session, which usually begins on the third Wednesday of January. The report must include, but is not limited to, a description of the activities and status of the Portal operations, a complete list of Portal Services, and the amounts charged for fee based Portal Services.
- 2.02.71 (M) A detailed accounting of revenues and expenses shall be submitted quarterly to the AHC and shall include, but not be limited to, the cost of obtaining data from the custodial agency and cost of operations. The Contractor shall maintain all such records for no less than five (5) years after termination of any contract related to the Portal.

Perform System Monitoring and Problem Resolution

- 2.02.72 (MR) The Contractor shall provide performance monitoring and problem resolution. Plans for regularly performing normal and preventive maintenance must be addressed. Maintenance shall be performed at times that will not adversely affect daily operations.
- 2.02.73 (MR) The Offeror shall provide in the Proposal a description of how it will respond to system malfunctions, security breaches and diagnose and solve problems with the network, hardware or software. Proposals must describe the plan to be provided to the State, which would include identifying the team responsible to resolve problems, a description of their actions, and the approach to that resolution. The Proposals must also describe the procedures for interfacing and consulting with hardware and software vendors to identify and correct problems.
- 2.02.74 (MR) The Offeror shall provide in the Proposal a description of the failover system that will take over in the event the hardware or software fails.
- 2.02.75 (MR) The Offeror shall provide in the Proposal a description of the Offeror's disaster recovery strategy. The strategy must be viable and tested and include description of details such as secondary sites, offsite backup, tested recovery plan, etc.

2.03 USE OF PORTAL SERVICES

- 2.03.1 (M) Access to Public Information or Portal Services via the Portal shall not be mandatory on the part of any business or person and nothing in this RFP shall be construed to represent that use of the Portal is mandatory, unless it is a statutory requirement. However, for mandatory electronic filings imposed by the State, the AHC shall determine if the use of Portal Services are required.
- 2.03.2 (M) While utilization of the Portal by Government Agencies will be voluntary and based on SLAs between Contractor and individual agencies, the AHC will work to promote and strongly encourage the participation and cooperation by all agencies.

2.04 TERM OF CONTRACT

- 2.04.1 (M) The Contract shall be for a period of five (5) years beginning approximately on January 4, 2008. Unless terminated, the Contract may be extended by the State for an indefinite number of thirty-six

month periods or portions thereof, without re-bidding upon mutual consent in writing at least ninety (90) calendar days prior to the expiration date. If the option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the Contract for each thirty-six month periods or portions thereof.

- 2.04.2 (M) When the interests of the State or the Contractor so require, the State or the Contractor may terminate the Contract for convenience by providing twelve (12) months prior written notice to the contracted parties.

2.05 CHANGES IN PORTAL

- 2.05.1 (M) The Contractor will provide to the AHC at least forty five (45) days prior written notice of a planned material change in Portal operations.
- 2.05.2 (M) A planned material change in Portal operations cannot be made by the Contractor without the prior written consent of the AHC. A “material change” includes, but is not limited to, a change which is substantial and which increases response time to inquiries, adds to the complexity or Portal use, which materially changes the ‘look and feel’ of the website, diminishes Portal Services provided to users, or results in a comparable impact on operations noticeable to public and the Portal Partners.
- 2.05.3 (M) Portal operations and development shall be in accordance with this Contract, the RFP, including all attachments and addenda; the RFP; and the Contractor’s Proposal.

2.06 TRANSITION TO A NEW CONTRACT

- 2.06.1 (M) Upon termination or expiration of the Contract, the Portal must remain operational during any transition period. Upon termination or expiration, all records applicable to a Portal Partner, including working papers and all documentation, must be delivered immediately to the ICSD and will become the property of the Portal Partner if not already such, as indicated in Section 2.09 Intellectual Property Rights. Proposals must describe the process that would be used to facilitate a smooth transition.
- 2.06.2 (M) Provide to the AHC upon completion of the term of the Contract, at no cost, and without additional terms or conditions, a complete copy, together with any software updates or upgrades made by the Contractor, of all applicable and Portal software (hereinafter collectively the “Software”) developed and implemented either by the Contractor or by any of all of its affiliate portal companies, if applicable.

The Contractor shall also include with the Software complete documentation and source code. The State shall be granted a perpetual for-use-only license (hereinafter collectively the "License") the Software including rights to modify the code and application, as the State deems appropriate. This provision does not apply to off-the-shelf software or documentation created by third parties and purchased by the Contractor, if applicable. The Software shall be delivered to the State no later than the end of the term of the Contract unless otherwise agreed to mutually by the parties to this Contract. This provision also remains in effect for any additional software created by the Contractor or an affiliate portal company, if applicable, implemented on the Portal during any subsequent contract extension, amendment or renewal period.

2.07 TERMINATION OF CONTRACT

2.07.1 (M) If the Agreement is terminated by the State "for cause", or by the Contractor for reasons identified in Section 9.26 and 9.27 prior to the end of the initial contract term, or any subsequent supplemental term, or by the Contractor without cause, the AHC shall be entitled to the License and the Software at the time termination is effective. If the Agreement is terminated by the AHC without cause, the AHC reserves the right to negotiate terms for licensure of the Software. The AHC reserves the right to acquire the Contractor's equipment at fair market value at the termination of this Contract.

2.08 STATE OF HAWAII'S RESPONSIBILITIES

- 2.08.1 The State has established the AHC, which is the governing body that provides oversight and guidance for the Portal Services provided by the Contractor. The AHC includes representatives from various Government Agencies who meet on a regular basis to discuss issues relating to the Portal.
- 2.08.2 The Comptroller serves as the chairperson of the committee. The AHC meets on a regular schedule to address issues related to and to promote the purposes of the Portal. The Contractor will be required to attend certain meetings to provide reports on the Portal activities and discuss direction with the AHC. The AHC may seek input from end-users in order to promote the purposes of the Portal.
- 2.08.3 The AHC will establish priorities and policies to approve or disapprove SLAs.
- 2.08.4 The AHC will assist in determining the equitable distribution of Portal development services among all Government Agencies.

- 2.08.5 The AHC will review and approve recommended fees to be assessed to users for fee based Services including the compensation provided to the Contractor.
- 2.08.6 The AHC will review reports provided by the Contractor, define roles and responsibilities of various parties, assess customer satisfaction, assist in decision-making, and strategic planning in the areas of system operation and performance, services, revenue generation, etc.
- 2.08.7 Routine contract administrative activities will be implemented through the AHC. Final statutory and decision making authority for the contract resides with the Contract Administrator.
- 2.08.8 While the use of this Contract is not mandatory, all Government Agencies will be encouraged to participate in the use of this Contract.

2.09 INTELLECTUAL PROPERTY RIGHTS

- 2.09.1 (M) Application source code, documentation and all files developed by the Contractor for use or application to the Portal, together, with all updates and revisions shall be the intellectual and tangible property of the Contractor. The State shall have a nonexclusive and perpetual license to such application source code, documentation and files, together with all updates and revisions. Source code and documentation for programming and software shall be either escrowed with the Escrow Agent at the expense of the Contractor, or secured in a lock box. If escrowed, conditions for its release (such as business failure, contract termination or disaster recovery) shall be specified in an escrow agreement, the form of which must be agreed upon by the State. If a lock box is used, the name of the Contract Administrator or his designee shall be authorized with access to the lock box. Updates to such source code and documentation shall be escrowed, owned and licensed as stated above.

2.10 CONTINUATION OF OPERATIONS DURING TRANSITION PERIOD

- 2.10.1 (M) If for any reason the Contract shall be terminated or upon expiration of the Contract without extension, or at the end of any extension, the Contractor shall, at the option of the State, continue to operate under the Contract as Contractor in accordance with all terms and conditions of the Contract, together with any amendments or modifications in existence at such time, for a period of up to twelve (12) months from the time of expiration or notification of termination from the State to the Contractor. The intent of this provision is to insure continuation of Portal operations while a successor Contractor

is chosen and installed. The State shall notify the Contractor at the earliest possible opportunity but in any event, no later than the date of notification of termination, or the notifications dates set forth, whichever is earlier that it shall continue operations and the duration of time for such continuation.

SECTION THREE
TECHNICAL SPECIFICATIONS

3.01 NETWORK REQUIREMENTS

- 3.01.1 (M) For connectivity to the State's network, the Contractor will be allowed to terminate their communication link at the Kalanimoku State Office Building, 1151 Punchbowl Street, basement, Honolulu, HI 96813.
- 3.01.2 (M) The State will accept the following interfaces for this connection:
- i. PVC connection to an existing frame relay DS-3 link;
 - ii. Dedicated T-1 or frame relay link; or
 - iii. 10/100/1000 Ethernet connection.

SECTION FOUR
REFERENCES/EXPERIENCE

4.01 EXPERIENCE

- 4.01.1 (MR) Offeror shall have experience in managing, staffing, and hosting similar Portals. These Portals shall be of approximately the same scope and size, contracting with government entities similar to the State. Describe your company's experience providing similar services as required in this RFP.
- 4.01.2 (MR) Offeror shall have a minimum of three (3) years experience providing Internet Contractor services for government entities.

4.02 REFERENCES

- 4.02.1 (MR) The Offeror shall provide at least one (1) reference where similar services in scope to the requirements of this RFP have been provided. Additional references may be submitted, if available. For each reference, the Offeror shall provide the names of individuals who can be contacted, the position of these individuals, addresses, and current telephone numbers. The Offeror is responsible to assure reference information is current and accurate. At minimum, the State will evaluate the following:
- a. Customer agency and public satisfaction;
 - b. Management capabilities including problem resolution;
 - c. Development capabilities; and
 - d. Personnel retention.

4.03 FINANCIALS

- 4.03.1 (MR) Offeror shall provide evidence of financial stability and capability to fund all costs associated with the Portal throughout the term of the Contract. This information will be used in the RFP evaluation process, to ensure completeness and accuracy. (NOTE: This information is for evaluation purposes only. It will be held in confidence to the extent that law allows.) Information required is the latest two (2) years' audited annual financial statements including:
- a. Total Revenue;
 - b. Net Income;

- c. Total Assets; and
- d. Cash Flow.

4.04 RESUMES / BACKGROUND CHECKS

- 4.04.1 (MR) The Offeror shall provide resumes for each staff member responsible for design, implementation, project management, or other positions relative to the requirements of the RFP. Resumes will include education, experience, license, and/or certifications of each individual. In the event of a change of a staff member during the Contract term, the submission of a new resume is required. Any such change is subject to the prior approval of the State, such approval not to be unreasonably withheld.

SECTION FIVE
BUSINESS/MANAGEMENT/COST MODEL

- 5.01** (M) All fees assessed to Portal users for Portal Services shall be subject to approval by the AHC. (This provision does not apply to financial service fees such as credit card fees, eCheck fees, etc.) All fees shall be reviewed periodically by the Portal Partners and the AHC, and adjusted after review and on mutual agreement of the Contractor, the Portal Partners and the AHC. The AHC will review and approve any and all Portal charges for fairness, reasonableness, and appropriateness in furthering the goals of this Contract. Charges include fees and costs for work done on a time and material basis. The Contractor may at any time recommend changes to the AHC. In establishing Portal charges the AHC shall also consider the following factors:
- a) A commitment to the public policy requirement to provide electronic access to public records at the most reasonable rate possible and to improve government services to its citizens and businesses by providing Portal Services online;
 - b) That the charges may be adjusted to permit funding of special projects and enhancement of public service;
 - c) The entrepreneurial and start-up nature of the business and attendant risk of capital for the Contractor and the need to earn a reasonable profit on Portal operations;
 - d) The need to invest in the reasonable expansion, maintenance and improvement to online Portal transactions and information services; and
- 5.02** Any other reasonable factors that in the opinion of the AHC should be considered.
- 5.03** (MR) The Contract also allows for work to be done on a time and material basis and for charges at an hourly rate. See Section 6.02.
- 5.04** When a Government Agency becomes a Portal Partner, there is an understanding that their costs or the costs passed to the public for Portal Services will be less than the costs for running their own individual Portal and services. Further, there is an understanding by Portal Partners that Portal Services produce cost savings in their organizations. As a group there is also an understanding by the Portal Partners that free Portal Services can be made available from the total cost savings leveraged from the shared Portal. As part of this understanding, no single Portal Partner is supporting free Portal Services.
- 5.05** (MR) Using these understandings, the Contractor shall set fees in relation to the cost of developing and maintaining the Portal Service along with a shared cost

for running the Portal. These fees shall be negotiated with the Portal Partner with the cost savings and benefits explained to the satisfaction of the Portal Partner. Offerors must propose their cost models with variations as they feel are beneficial to the Contract.

- e) (MR) The Contractor shall generate revenue to run the Portal by charging fees for some of its Portal Services. The Portal must be self-supporting with the Contractor receiving its primary compensation from these fees. Revenues generated through these fees shall financially support all facets of the Portal including free Portal Services. The current Portal uses convenience fees, fee sharing and subscription fees, but Offerors may add other fee mechanisms to their proposals. The type of and amount of the fee will be negotiated with the Portal Partner requesting a Portal Service and approved by the AHC. Exhibit A contains a list of existing services, and Exhibit B contains a list of Portal Services that are planned and proposed. The listing in Exhibit B is for illustrative purposes only and does not, and shall not be deemed to represent any guarantee by the State or any Portal Partner regarding the viability of these Portal Services. Offerors are encouraged to respond in their proposal with additional ideas or Portal Services that they feel should be explored for development via the Portal.

SECTION SIX COSTS

6.01 RATE STRUCTURE

- 6.01.1 (MR) The Contractor may not charge more than the applicable statutory or regulatory fees for providing a service in its usual form.
- 6.01.2 (MR) In addition to the fee set by the Portal Partner, the Contractor may charge a Convenience Fee for government services provided via the Portal. An explanation of the process of arriving at a Convenience Fee and the elements that comprise the Convenience Fee shall be submitted with the Proposal. Possible considerations for the determination of a Convenience Fee would include but not be limited to an estimation of the development and maintenance cost to be recovered, the time frame for such recovery, and any provisions that might be developed to re-evaluate the level of the Convenience Fee after initial development costs have been recovered.

6.02 CONSULTING AND DEVELOPMENT SERVICES HOURLY RATES

- 6.02.1 (MR) Unless otherwise allowed, Portal Partners may desire to use the Contractor for other related development work. Responses to this RFP must include hourly rates by job specialty for use by Portal Partners for Internet application development services and consulting throughout the Contract period. The hourly rates should be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. The specific rate (within a range) charged the Portal Partner for each proposed contracted service would be lowest rate shown unless justified in writing and approved by the Portal Partner.

6.03 ADMINISTRATIVE FEES PAID TO THE STATE

- 6.03.1 (M) The Contractor shall be assessed a monthly fee to cover administrative and operational overhead costs for the State to manage and oversee the Portal. These fees shall fund a State program manager ("PM") position and associated support. It shall also allow for studies of portal direction and services as the portal technology life cycle changes, develops, or matures.
- 6.03.2 (M) The PM shall be classified as a State employee, under the direction of the AHC. The Contract Administrator has the authority to assign some or all of the duties to the PM. The PM's office shall be on State premises, not at the Contractor's office.

- 6.03.3 (M) The PM shall work with the Contractor to ensure that the Contract is being appropriately implemented. The PM shall interface with the AHC to assist the AHC in performing its duties.
- 6.03.4 (M) The Contractor shall not be assessed these administrative fees until a notice is given by the AHC. This notice shall be provided no less than 60 days prior to the assessment of these fees. The intention of the AHC is to establish this position as a fully established State position, and to also establish a special fund for the collection of fees.
- 6.03.5 (M) It is anticipated that these fees shall be approximately \$8,000 per month, which includes salary, benefits, and an operational budget. It is also anticipated that annual increases of no more than 5% will be assessed. The State shall determine the monthly amount and percent increase per year, based on the specific nature of services required.

SECTION SEVEN
PROPOSAL FORMAT AND CONTENT

7.01 INTRODUCTION

- 7.01.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their Proposals. The evaluation process must also be manageable and effective. When an Offeror submits a Proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 7.01.2 The Proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2 Background and Scope Of Work, Section 3 Technical Specifications, Section 4 References/Experience, Section 5 Business/Management/Cost Model, and Section 6 Costs.
- 7.01.3 Proposals shall:
- 7.01.3.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
 - 7.01.3.2 Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's Proposal.
 - 7.01.3.3 If subcontractors will be used, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general scope of work to be performed by the subcontractor; and
 - b. The subcontractor's willingness to perform the work indicated.
 - 7.01.3.4 Confirm that the Offeror will comply with all of the provisions in this RFP.
 - a. Provide all of the information requested in this RFP in the order specified; and

- b. Have a Table of Contents adequately identifying the contents of each section and page numbers of major subsections. The Proposal shall be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered:

- (1) Executive Summary
- (2) Background and Scope of Work (Section 2)
- (3) Technical (Section 3)
- (4) References/Experience (Section 4)
- (5) Business/Management Model (Section 5)
- (6) Costs (Section 6)
- (7) Proposal Format and Content (Section 7)
- (8) Exceptions (Section 8)
- (9) Confidential Information (Section 9)

7.02 EXECUTIVE SUMMARY

- 7.02.1 Proposals shall contain an executive summary that provides an overview of the Proposal, highlighting the deliverables, benefits and proposed Portal Services.

7.03 OFFEROR AUTHORIZATION STATEMENT

- 7.03.1 Responses submitted by an Offeror represent a firm offer to contract on the terms and conditions described in this RFP. Proposal must include an original of the offer submittal form signed by an official authorized to bind the Offeror to this RFP and its submission. Proposals must clearly identify the full title and authorization of the designated official.

7.04 RFP RESPONSE FORMAT

- 7.04.1 Proposals shall follow the format and rules as stated below:
 - a. Offeror shall indicate the understanding and acceptance of all specifications with an Evaluation Code of M or MR. Failure to do so may result in the entire Proposal being found non-responsive.
 - b. Offeror should respond in detail to each specification with an Evaluation Code of MR.

- c. Offerors are instructed to restate the specification and follow it with your response in the same order of this RFP.
- d. Proposals must be accurate and concise. Avoid fancy bindings, extraneous attachments, and superfluous information that may detract from the information in the Proposal.

7.05 EXCEPTIONS AND REQUESTS TO AMEND THE RFP

7.05.1 Any exception and/or request to amend the requirements of the RFP as a result of the exception, shall only be considered prior to proposal due date, and as follows:

1. If an Offeror takes exception to any requirement of the RFP, and desires to amend the requirement, the Offeror shall identify the RFP section being addressed by the exception and provide written justification for the request.
2. Exception(s) and/or request(s) to amend the RFP shall be submitted to the Procurement Officer by the date and time specified in Section 1.03, RFP Schedule and Significant Dates, or as amended.
3. Written exception(s) to amend the RFP shall be reviewed by the State. Any changes to the RFP shall be made through the issuance of an Addendum to the RFP at least five (5) working days prior to proposal due date.
4. Any exception taken to any requirement of the RFP that was not submitted by the date and time specified shall be considered as a condition to Offeror's proposal, which may negatively affect the evaluation of Offeror's proposal or result in the disqualification of that proposal.

Offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements. General references to such items or attempts at complete substitution for such terms may result in disqualification of Offeror's proposal.

No exceptions to statutory requirements or the AG General Conditions shall be considered.

7.06 CONFIDENTIAL INFORMATION

- 7.06.1 Price is not considered confidential and will not be withheld.
- 7.06.2 An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the Proposal, to be clearly marked, and shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.
- 7.06.3 Pursuant to Section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information.

SECTION EIGHT
EVALUATION CRITERIA AND CONTRACTOR SELECTION

- 8.01 The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.
- 8.02 Sections Two, Three, Four, Five, and Six describe the requirements of this RFP. The individual requirements are designated “(M)” for “Mandatory” or “(MR)” for “Minimum Requirements.”

The requirements designated as "(M)," are considered Mandatory by the State, and the awarded contractor shall be obligated to comply with the Mandatory requirements. For each requirement designated as “(M),” Offerors must indicate with “Will Comply” or “Will Not Comply.” While Offerors may provide an explanation of any of its entries of “Will Not Comply,” the entry of a “Will Not Comply” response shall result in the rejection of the Proposal. However, Offerors are free to propose revisions to the Mandatory requirements up to the date set for Deadline To Submit Written Questions in Section 1.03 RFP SCHEDULE AND SIGNIFICANT DATES. Unless otherwise revised by an addendum, Mandatory requirements as set forth in the RFP are firm.

The items designated as "(MR)" are considered by the State to be Minimum Requirements. Offerors are invited to include enhancements to these Minimum Requirements in their Proposals by providing a description of the enhancement; the description must be accompanied by an explanation of how the enhanced approach will satisfy the Minimum Requirement(s) and how the enhancement(s), will benefit the State, Portal Partners, and the public. To respond to the “(MR)” items, the Offeror must include an attachment listing the section number of the "(MR)" requirement, the text of the RFP "(MR)" requirement as stated in the RFP, the explanation of the Offeror's approach to meet the minimum requirements, and the benefits of any proposed enhancement(s). Any proposed enhancements shall be in addition to the Minimum Requirements and shall not be deemed to relieve the Offeror of the responsibility of providing the Minimum Requirements.

Offerors shall provide a response for each of the following requirements in the order given with the same numbering scheme. At the end of each section, Offerors are encouraged to describe additional services or resources that would exceed the basic requirement and further enhance the Internet Portal.

- 8.03 Individual points will be allotted to all specifications requiring written responses (MR). If any individual specifications are weighted, the weights will be noted in the respective specifications. Total points will be broken down as follows:

Components

Potential Points

Response to Scope (Section 2)	35
Qualifications (Section 4)	20
Commercial Relationships (Sections 5 & 6)	35
Future Vision (Section 2)	<u>10</u>
TOTAL	100

SECTION NINE **SPECIAL PROVISIONS**

9.01 SCOPE

9.01.1 All services shall be in accordance with these Special Provisions, the attached Scope of Work, the SPO General Provisions, dated 1/1/07, and the AG General Conditions, Form AG-008 Rev. 6/25/2007, although may not be physically attached but are included by reference and available at the SPO District Offices on Oahu, Hawaii, Maui and Kauai, and on the SPO website:
http://www4.hawaii.gov/bidapps/general_terms.cfm.

A SPO Vendor List will be issued as a result of an award made for this RFP. Government Agencies may utilize these services as directed by their respective CPOs on an “as-needed” basis during the term of the contract.

9.02 OFFEROR QUALIFICATIONS

9.02.1 Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of section 103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to SPO General Provisions, Section 26 for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

9.03 CONTRACT ADMINISTRATOR

9.03.1 For purposes of this contract, Ms. Sharon Wong, ICSD Data Processing Systems Manager, or her authorized representative, is designated the Contract Administrator.

9.04 OVERVIEW OF THE RFP PROCESS

9.04.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.

- 9.04.2 The procurement process begins with the issuance of the RFP and the formal response to written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- 9.04.3 Proposals shall not be opened publicly, but shall be opened in the presence of State procurement officials. The register of Proposals and Offerors' proposals shall be open to public inspection after posting of the award.
- 9.04.4 All Proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
- 9.04.5 The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the Proposals in accordance with the evaluation criteria in Section Eight. The Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- 9.04.6 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, Oral Presentations may be requested. A "priority list" of responsible Offerors submitting acceptable and potentially acceptable Proposals shall be generated. If more than three responses to this RFP are being evaluated, the priority list shall be limited to the three responsible Offerors who submitted the highest-ranked Proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 9.04.7 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable Proposals.
- 9.04.8 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- 9.04.9 The date and time for Priority Listed Offerors to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If a Priority Listed Offeror does not submit a notice of withdrawal or a BAFO, the Priority Listed Offeror's immediate previous offer shall be construed as its BAFO.

- 9.04.10 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Eight, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the Contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration the evaluation factors set forth in Section Eight.
- 9.04.11 The contents of any Proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all Proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access as allowed by law.
- 9.04.12 The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interests of the State for purposes of reviewing and evaluating Proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of Proposals received in response to the RFP.
- 9.04.13 The RFP, any addenda issued, and the successful Offeror's Proposal shall become a part of the Contract. All Proposals shall become the property of the State.

9.05 REQUIRED REVIEW

- 9.05.1 Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the Procurement Officer stated on the RFP cover page prior to the deadline for written questions as stated in the RFP Section 1.03, RFP Schedule and Significant Dates.** This will allow issuance of any necessary amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's Proposal upon which award could not be made. Any exception taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's Proposal, if the exception is unresolved by the Proposal due date.

9.06 QUESTIONS PRIOR TO OPENING OF PROPOSALS

- 9.06.1 All questions must be submitted in writing and directed to the Procurement Officer, SPO as directed below.

Faxed questions must be sent to:
(808) 586-0570, Attn: Mr. Colin Tanaka

The State will respond to written questions by the date indicated in Section One, 1.03 RFP Schedule and Significant Dates, or as amended.

9.07 PROPOSAL AS PART OF THE CONTRACT

- 9.07.1 This RFP and all or part of the successful Proposal shall be incorporated into the Contract.

9.08 BIDDER'S CONFERENCE AND SUBMISSION OF PROPOSAL

- 9.08.1 **A pre-proposal conference will be held on September 11, 2007 at 9:00 a.m., HST, in the Kalanimoku Building, 1151 Punchbowl Street, Room 322B, Honolulu, Hawaii 96813.** The pre-proposal conference is not mandatory; however, Offeror's are encouraged to attend to gain a better understanding of the Portal and the work to be performed under the Contract.

- 9.08.2 Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of an addendum.

- 9.08.3 **Submission of Proposal**

The Offerors's Proposal **shall be submitted and received electronically through the HePS**. This electronically submitted Proposal shall be considered the "Original." **"Original" Proposals received outside the HePS shall not be considered for award.** To register for HePS through the system manager, Sicommnet, refer to the SPO website: www.spo.hawaii.gov. Click on the Hawaii Electronic System (HePS), then, HePS Vendor Vendor Registration Walk Through Instructions and HePS VENDOR REGISTRATION.

Offeror shall submit only (1) Proposal per submittal. Alternate Proposals, whether submitted separately or inclusively within one Proposal, will not be accepted.

Submission of a Proposal shall constitute an incontrovertible representation by the Offeror that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a Proposal, each Offeror must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documents.
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

9.09 PROPOSAL PREPARATION

- 9.09.1 **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the Contract.
- 9.09.2 The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made.
- 9.09.3 **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- 9.09.4 **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET at the current (i.e., 4.5%) rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- 9.09.5 **Proposal Copies to be Submitted.** Eight (8) copies of the Proposal are required. The eight (8) copies shall be copies of the "Original," clearly marked "copy 1 of 8 copies."

Proposal copies shall be submitted and received at the SPO, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, within two (2) business days after the date and time set for electronic submittal and receipt of the Proposal. Timely receipt of copies of Proposals shall be evidenced by the date and time registered by the SPO time stamp clock.

- 9.09.6 In addition to the Original and copies of the Proposal, Offeror will submit on a CD an electronic copy of the Proposal in Microsoft Word and PDF formats with the Proposal copies.
- 9.09.7 Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State will not reimburse such costs.
- 9.09.8 All Proposals become the property of the State.
- 9.09.9 Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to sections 3-122-108 and 3-122-28, HAR, respectively.

9.10 ECONOMY OF PRESENTATION

- 9.10.1 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's Proposal, it shall be provided within four (4) business days.

9.11 ORAL PRESENTATION

- 9.11.1 Respondents to this RFP may be required to make an oral presentation of their respective Proposals to ensure thorough, mutual understanding. The State in its sole discretion may schedule the time and location for these presentations (if required), normally within the timeframe indicated in Section 1.04.

9.12 ADDITIONAL TERMS AND CONDITIONS

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

9.13 INSURANCE REQUIREMENTS

- 9.13.1 The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this Contract, whether such operations be by the Contractor, a 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 subcontractor as additional insured.

- 9.13.2 As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies
- 9.13.3 Policies shall provide, or be endorsed to provide, all required coverage. Prior to beginning any work, or within two (2) weeks after notification of award, whichever is earlier, the Contractor must provide certificate(s) or certified endorsement(s), as applicable, of the insurance required. There will be no exceptions to this requirement. Failure to provide the proof of insurance as required may, at the State's option, result in rejection of the Proposal and/or cancellation of the Contract. No work under this Contract shall commence until evidence of all required insurance is provided to the State.
- 9.13.4 By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on the Contractor's liabilities under the indemnities granted to the State.
- 9.13.5 The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:
- a. Public Liability (occurrence form), \$500,000 combined single limit per occurrence for bodily injury and property damage;
 - b. Worker's Compensation Insurance coverage in amounts as required by statute on all employees;
 - c. Automobile Liability including non-owned and hired ---- \$1,000,000.00;
 - d. Commercial General Liability (CGL) and Umbrella Liability Insurance including contractual liability and personal injury -- - \$1,000,000.00. Contractor shall maintain CGL and, if necessary, commercial umbrella or excess liability with a limit of not less than \$1,000,000.00 each occurrence. The Schedule of Underlying Insurance in the Umbrella Policy

shall include the CGL, the auto policy and the Employer's Liability Policy;

- e. Comprehensive Crime having at least the following coverages: employee dishonesty (blanket coverage), forgery, theft (inside and outside), wire transfer fraud, computer fraud or theft --- \$1,000,000.00;
- f. Computer Hardware and Software, including mechanical breakdown and extra expense. Limits should be consistent with valuation of hardware, software, and time required to restore operations;
- g. General comprehensive liability insurance policy in the amount of at least \$1,000,000; and
- h. Fidelity bond in the amount of at least \$200,000 per employee.

9.13.6 Prior to performing any work related to the Contract, Contractor must provide a performance bond in an amount not less than \$500,000.00 covering its obligations to collect statutory or regulated fees or charges owed to the State under the Contract or any SLA.

9.13.7 Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

- a. "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 State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
- b. "The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii."
- c. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

- 9.13.9 Upon Contractor's execution of the Contract, the Contractor agrees to deposit with the State certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this Contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.
- 9.13.10 Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the State to exercise any or all of the remedies provided in this Contract for a default of the Contractor.
- 9.13.11 The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

9.14 CONTRACT EXECUTION

- 9.14.1 Successful Offeror receiving award shall enter into the State's formal written Contract.
- 9.14.2 No work is to be undertaken by the Contractor prior to the contract commencement date. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.
- 9.14.3 If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplemental agreement to the Contract for the additional extension period(s).
- 9.14.4 The Contractor or the State may terminate the extended Contract at any time without cause upon twelve (12) months prior written notice.

9.15 PAYMENT AND AWARD

- 9.15.1 The Contractor will be paid based on the guidelines described in Section Five – Business/Management/Cost Model and Section 6 – Costs.
- 9.15.2 **Method of Award.** The award will be made to the responsive, responsible Offeror whose Proposal is determined to provide the best

value to the State based on the evaluation criteria and meeting the posting requirements. All Offerors will be notified in writing of the award decision.

- 9.15.3 The Contract award will be made in the best interest of the State. Part or all of this RFP and the successful Proposal will be incorporated into and form the Contract.
- 9.15.4 **Responsibility of Lowest Responsive Offeror.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the SPO prior to award, the awarded Offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

Hawaii Compliance Express. Refer to Section 26 of the SPO General Provisions. Vendors may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that a vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting and final payment purposes. Vendors that elect to use the new HCE will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the referenced SPO General Provisions, Section 26.

- 9.15.5 **Final Payment Requirements.** Unless registered in the HCE, in addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

9.16 INSPECTION AND MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

- 9.16.1 The Contractor is responsible for the completion of all work set out in the Contract. All work is subject to inspection, evaluation, and approval by the Contract Administrator. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. Should the Contract Administrator determine that the corrections or modifications are

necessary in order to accomplish its intent, the Contract Administrator may direct the Contractor to make such changes.

- 9.16.2 Substantial failure of the Contractor to perform the Contract may cause the State to terminate the Contract. In this event, the State may require the Contractor to reimburse the monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

9.17 ACCEPTABLE EMPLOYEES

- 9.17.1 Contractor shall provide employees experienced in and qualified to perform specified tasks. Unless waived by the State, the Contractor and the State will jointly agree upon those employees who are to perform services under this Agreement. In any event, the State shall be the sole judge of employee performance. If, for any reason, the State deems any contract employee's performance is unsatisfactory, the Contractor shall upon written or verbal request by the State, immediately remove such employee. The Contractor shall replace such employee within twenty four (24) hours of notification unless a different time frame is agreed upon. Failure to provide experienced and qualified employees acceptable to the State may be cause for immediate termination of the Contract.

9.18 PATENT AND COPYRIGHT INDEMNIFICATION

- 9.18.1 The Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States patent, copyright, trade secret, or trademark arising out of or related to the Contractor's actions related to the Portal. The Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State or any notice of such claim; (ii) that the State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement of defense of any claim or suit.
- 9.18.2 The Contractor warrants that its proposed operation of the Portal does not and shall not infringe on the United States patent, copyright, trademark or trade secret right of any person or entity. The State shall be provided with prompt notice of any such claim of infringement and the Contractor shall have the exclusive right to defend or settle such claim at the Contractor's option subject to State approval, which shall not be unreasonably withheld. The State shall cooperate with the Contractor in its defense or settlement of such claim at no expense

and no liability to the State. The Contractor is not responsible for the content of information or links furnished by the state or any entity hereunder to the Contractor.

- 9.18.3 Should the Portal, or any part thereof, become, or in Contractor's opinion be likely to become, the subject of a claim of infringement in a way to require the Contractor to indemnify the State pursuant to subsection (a), the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue operating the Portal, or to replace or modify any infringing aspect so that it becomes non-infringing. Upon failure to do either, the State may terminate the Contract immediately and pursue any legal remedies available.

9.19 MARKETING

- 9.19.1 It is recognized that the Contractor and its affiliated companies, if any, could intend to use its experience with the State, Counties, the AHC and data custodians as a marketing tool with third parties. It is agreed that the Contractor may make references to and use the Government Agencies as references. If the Contractor intends to claim that the Government Agencies "endorse" the Contractor or use the State seal, the AHC or Portal logo or claim representations made by the Government Agencies, all such material must be submitted to the AHC for review and approval prior to use by the Contractor.

9.20 LIABILITY

- 9.20.1 The State, its agents, and employees shall not be legally responsible for errors due to problems caused by the Contractor's actions or intentional omissions in operation of the Portal.
- 9.20.2 The Contractor agrees for itself, its agents, employees, and assigns to hold harmless, indemnify and defend the State, its agents and employees from any actions arising out of the Contractor's failure to perform under the terms of the Contract.
- 9.20.3 The Contractor agrees that it has no right of subrogation or contribution from the State for any judgment rendered against the Contractor to the extent such judgment results from the Contractor's failure to perform under the terms of this Contract.

9.21 PROTEST

- 9.21.1 A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving

rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further, provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of the notice of award of the contract as described herein.

The notice of award resulting from this solicitation shall be posted on the SPO Website: <http://www.hawaii.gov/spo2/source/>. Vendors are advised to check this site for the award notice.

- 9.21.2 Any protest pursuant to HRS Section 103D-701, and HAR Section 3-126-3, shall be submitted in writing to the Procurement Officer, State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P.O. Box 119, Honolulu, Hawaii 96810-0119.

9.22 TERMINATION OF CONTRACT

- 9.22.1 The State or the Contractor shall have the right to terminate the Contract for cause, subject to cure, by providing written notice of termination to the Contractor or the State, respectively. Such notice shall specify the time, specific provision of the Contract or “for cause” reason that gives rise to the termination and shall specify reasonable appropriate action that can be taken by the Contractor or the State to avoid termination of the Contract. The State and the Contractor shall provide a period of up to sixty (60) days, unless otherwise specified in the Contract, for the Contractor or the State to cure breaches and deficiencies of its performance obligations under the Contract. The State may terminate the Contract at any time, if directed to do so by statute or court order.

9.23 TERMINATION FOR CAUSE

- 9.23.1 The phrase “for cause” by the State shall include but not be limited to:
- a. Any material breach or evasion by the Contractor of the terms or conditions of the Contract and its amendments, if any; or,
 - b. Substantial cessation of Portal Services by the Contractor; or,
 - c. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, or illegal conduct by the Contractor, its employees, agents, officers, or directors; or;

- d. Dissolution of the Contractor or forfeiture of its company existence; or,
- e. Amendment of the State's enabling authority making the Portal substantially impractical; or
- f. An adverse judicial decision by a court of competent jurisdiction, which has the effect of rendering Portal operations no longer feasible; or
- g. Insolvency of the Contractor; or,
- h. Material breach of an SLA; or,
- i. Negligent disclosure of any confidential information; or
- j. Legislation materially alters the ability of the Contractor to operate the Portal; or
- k. All applicable provisions of the RFP.

9.24 ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE SPO General Provisions, dated 1/1/07

9.24.1 **Additions to the SPO General Provisions, dated 1/1/07:**

9.24.1.1 Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

9.24.2 **Amendments to the SPO General Provisions, dated 1/1/07:**

9.24.3 **Clarifications to the SPO General Provisions, dated 1/1/07:**

9.24.3.1 **Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services.** Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

SECTION TEN
ATTACHMENTS AND EXHIBITS

Attachment 1: OFFER FORM, OF-1
Attachment 2: CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT

Exhibit A: List of Existing Services
Exhibit B: List of Potential Services

Note: Documents included by reference and are available at:

http://www4.hawaii.gov/bidapps/general_terms.cfm

SPO General Provisions, dated 1/1/07

AG General Conditions, Form AG-008 Rev. 6/25/2007

ATTACHMENT 1

INTERNET PORTAL MANAGER AND SERVICES PROVIDER
RFP-08-011-SW

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Special Provisions, the Scope of Work specified herein, the SPO General Provisions, dated 1/1/07, and the AG General Conditions, Form AG-008 Rev. 6/25/2007, although not physically attached but included by reference and made a part here of; 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, Hawaii 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 **Hawaii business** incorporated or organized under the laws of the State of Hawaii;
OR
 A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
 Other _____

Federal I.D. No.: _____

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

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____

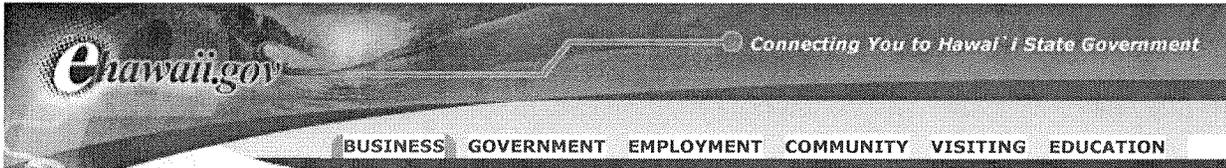
* _____
Exact Legal Name of Company (Offeror)

*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:

The following offer is hereby submitted for the INTERNET PORTAL MANAGER AND SERVICES PROVIDER:

Offeror _____
(Name of Company)

EXHIBIT A – List of Existing Services



Why wait in line?
Get it done
ONLINE

I want to...

- View all services
- Search for a Business Name
- File my Annual Report with the DCCA
- File My Taxes
- Register a New Business
- Order Certified Vital Record Copies
- Research Criminal Histories
- Renew My PVL License
- Find Sex Offenders
- Track Your Tax Refund Status

SEARCH



ONLINE SERVICES

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eHawaii.gov Services

- Annual DCCA Business Filings
- Bus & Lic Complaints History Search
- Business Name Search
- Calendar Meeting Announcements
- Camping Permits
- Certificate of Good Standing
- Condominium AOA Registration Filing
- DCCA Initial Business Filings
- eCrim: Criminal Histories
- Electronic Tax Filing
- Entity List Builder
- File my Annual Report with the DCCA
- File My Taxes
- Find a PVL Licensee
- Find Sex Offenders
- Fishing Licenses
- Governor's Office Online Schedule Planner
- Hawai'i Business Express
- Hawai'i Compliance Express
- HI Unemployment Insurance Express
- Hunting Licenses
- Insurance Agent CE Status
- Insurance CE Providers and Courses Search
- Insurance Information Submittal
- Insurance License Renewals
- Insurance Licensee Search
- Int. Airport Flight Info - Honolulu
- Jurypool Information
- Land Title Search & Ordering
- Lt. Governor's Office Online Schedule Planner
- Order Certified Vital Record Copies
- Order Criminal Histories
- Prof & Vocational Lic List Builder
- Prof & Vocational License Search
- Prof & Vocational Licensing Renewals
- Register a New Business
- Renew My PVL License
- Research Criminal Histories
- Search for a Business Name
- Submit Unemployment Insurance Info
- Tax License Search
- Track Your Tax Refund Status
- Unclaimed Property Search

Government

- Bid and Proposal Listings - Hawaii
- Bid and Proposal Listings - Maui
- Building Permits - Kauai
- County e-Notifications - Maui
- County Projects Updates - Hawaii
- County Web Calendar - Hawaii
- County Web Calendar - Kauai
- Land and Permit Information - Maui
- Parks and Recreation Reservation System - Maui
- Police Logs - Kauai
- Property Tax & Parcel Locator - Hawaii
- Property TMK & Parcel Viewer - Hawaii
- Public Documents - Kauai
- Service Requests - Maui
- TMK & Parcel Viewer - Kauai
- Building Permits - Honolulu
- Building Permits Status - Maui
- Contacting Elected Officials
- Contacting State Agencies

Business

- Bid and Procurement Notices
- Business Action Center
- Business Name Search
- Certificate of Good Standing
- DCCA Initial Business Filings

Community

- Airport Status - Honolulu
- Events Calendar - Honolulu
- Find Your Polling Place
- Hawaii Ocean Data Buoys
- Hawai`i Child Support Enforcement Agency
- Kahului Airport Status
- Kona Airport Status
- Marriage License
- Molokai Airport Status
- Motor Vehicle Inquiry - Honolulu
- Motor Vehicle Reg Renewal - Honolulu
- NOAA Hawaii Weather Conditions
- Oahu NOAA Surf Reports
- Ocean Safety and Lifeguard Services
- Order Certified Vital Record Copies
- Parcel Zoning GIS Maps - Honolulu
- Problem Reporting - Honolulu
- Traffic Incidents Search - Honolulu
- Web Cameras - Honolulu
- Web Cameras - Honolulu

Employment

- Employment Opportunities - Hawaii
- Attorney General - Employment Opportunities
- C & C Honolulu Jobs
- City Jobs - Honolulu
- Maui, Lanai, & Molokai Jobs
- Prof & Vocational Licensing Renewals
- State of Hawai`i Job Search
- Track Your Tax Refund Status

Visiting

- Parks and Recreation Reservation System - Maui
- Camping Permits
- Fishing Licenses
- Golf In Paradise
- Hawaii Trail System
- Hawai`i State Parks
- Hawai`i State Vacation Planner
- Hunting Licenses
- Order Certified Vital Record Copies
- Outdoor Adventures
- State Park Fees and Permits

- [Division of Purchasing](#)
- [Economic Development GIS Property Locator](#)
- [Electronic Hawaiian Postcards](#)
- [FBI's Most Wanted - Honolulu](#)
- [FBI's Ten Most Wanted](#)
- [Hawai'i Building Permits](#)
- [Int. Airport Flight Info - Honolulu](#)
- [Interactive GIS Maps and Data - Honolulu](#)
- [Jurypool Information](#)
- [Motor Vehicle Inquiry](#)
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EXHIBIT B – List of Potential Services

EXHIBIT B – List of Potential Services

	Department	Application
1.	County of Hawaii	Online Motor Vehicle Renewals – Hawaii Island
2.	County of Hawaii	Online Property Tax Payments – Hawaii Island
3.	County of Hawaii	Sewer Payments – Hawaii Island
4.	County of Hawaii	Water Payments – Hawaii Island
5.	County of Kauai	Online Motor Vehicle Renewals – Kauai
6.	County of Maui	Online Property Tax Payments – Maui
7.	DCCA BREG	BREG Form Changes
8.	DLNR/Bureau of Conveyances	Online UCC Filings
9.	HIC	Kala Upgrade
10.	DOT - Airports	Airport Surplus Auction
11.	AG/CSEA	Child Support Enforcement Services
12.	Health	Wastewater Permits
13.	DLNR/Aquatic	Online Fisheries Reporting
14.	BREG	Agent Search
15.	DCCA BREG	XML Filings of Annuals
16.	DCCA PVL	PVL Continuous Updates
17.	DCCA PVL	PVL Real Estate System - CE
18.	DOH	Environmental Permits in HBE
19.	DOTAX	DOTAX - Online Tax Clearance
20.	IRS	IRS Integration to HBE
21.	Judiciary	Electronic Bench Warrants System
22.	Judiciary	Modifications to Ho'ohiki Online Court Records Service
23.	Batch Criminal Histories	Allow for Batches of Criminal Histories
24.	DCCA PVL	List Builder Rewrite
25.	DCCA BREG	List Builder Rewrite
26.	DLNR	Statewide Reservations
27.	DLNR	Storefont
28.	DLNR	Sharks Cove Reservation System