

State of Hawaii
Department of Accounting and General Services/Archives Division
Honolulu, Hawaii

March 10, 2008

**ADDENDUM #2
TO
REQUEST FOR PROPOSALS
NO. RFP-08-001**

**SEALED OFFER
FOR**

**Consultant services to Develop a Plan to create a Digital Archives to Preserve and Provide
Access to Historical Digital Records of Hawaii Government**

Because of the nature of some of the questions by offerors that appear in ADDENDUM #1, we are extending the Proposals Due and Opened date from March 14, 2008 to March 18, 2008.

To all offerors, this is a reminder that all proposals must delivered in hard copy by hand or mail (US Postal Service, FED EX, or other mail delivery method) only. We will not accept email or FAX proposals. See Section 5.16 Proposal Preparation, item no. 4 for further instructions on delivery.

The following changes and clarifications are made to:

Section 1.03 RFP Schedule and Significant Dates

Proposals Due and Opened date has been changed from March 14, 2008 to **March 18, 2008**. The time remains the same.

State of Hawaii
Department of Accounting and General Services/Archives Division
Honolulu, Hawaii

March 5, 2008

ADDENDUM #1
TO
REQUEST FOR PROPOSALS
NO. RFP-08-001

SEALED OFFER
FOR
Consultant services to Develop a Plan to create a Digital Archives to Preserve and Provide
Access to Historical Digital Records of Hawaii Government

1. Is there a preferred start date for the contract?

We hope to start as soon as possible.

2. Is there a 'must be completed by' date for the contract?

The timeline for services states that the Final Digital Archives Plan should be completed within six (6) months from the official date specified in the Notice to Proceed.

3. What type of records does the Archives deal with currently? What is the current digital storage formats (media) of archives?

The Hawaii State Archives collects, stores and makes available the permanent records of Hawaii's government and oversees the State's overall records management program. The majority of these records are in paper and microform formats. With the exception of a few CD's and DVD's, we are not as yet collecting the permanent digital records of state agencies.

4. How many agencies/executive branch departments must we consider for purposes of estimation of efforts and to plan the onsite study/meetings?

There are nineteen (19) departments in the Executive Branch that must be considered. There should also be courtesy contact made with the Legislative and Judicial Branch.

5. To assess the state of current legislation, will specific skills (e.g. legal) be necessary?

No, just research skills.

6. In the present, is archival of electronic records from computer information systems being done for any of the state departments? If so, how many?

Yes. We do not know how many. Section 2.04.2 states that one of the services the consultant shall provide is to “Identify scope of the electronic content created and maintained by state government agencies in Hawaii and identify the most at-risk electronic information. Outline a proposed implementation plan for each executive branch department based on their readiness, needs and requirements.”

7. Is the Archives looking for a standardized solution with published interfacing requirements for computer systems in order to address the future and ongoing needs for archival and to support the upgrade of existing information systems and new systems/departments and the need for new types of records, when the records have historical significance?

We are open to all suggestions. We have no preconceived expectations. We are looking for the best possible solution based on your evaluation of the needs of the executive branch departments and the Archives. We would explore a common approach across all departments involved, where practical and feasible.

8. Is a complete disaster recovery solution also a requirement?

Any solution we implement must include provisions for safeguarding the archival and digital information collected. Since Hawaii is located in an active seismic area and is in the path of tropical hurricanes, a disaster recovery and/or an information preservation component is an important part of the overall plan. The “completeness” of whatever disaster recovery solution we implement will depend on available resources.

9. Possible funding sources and the level of support for funding and legislation is not understood. Please clarify.

The plan should evaluate the level of support for funding and legislation that the leadership and stakeholders (Governor, Comptroller, Department Heads, key legislative committee people, IT leadership, etc) are willing to commit. Are they in favor of the concept of a central digital archives to hold the permanent records of state government? Would they prefer some other solution? Whatever solutions you propose must be sold to the stakeholders or the proposal will not work. The plan should also evaluate other possible sources of funding, for instance the possibility of federal funding.

10. Can we have a feel of the expected start date of this project? This will enable us to put in appropriate profiles of the Consultants.

The contract start date could be within a couple of days to months. Its depends on the complexity of the evaluation process, time to draft the contract, and how much time it would take the vendor to get their compliance documents together or gather their equipment, mobilize their work force, etc. In other words, there is no standard period of time.

11. Offer Form OF-1 asks for Hawaii General Excise Tax I.D. No. Is this something that could be provided once we have been selected after the evaluation process?

Yes. The Hawaii General Tax I.D. No. along with the compliance requirements (i.e, tax clearance, Dept. of Labor certification, and Certificate of Good Standing) of HRS section 103D-310(c), and HAR section 3-122-112 can be met after the selection has been made. All the compliance documents are required to receive a contract.



LEGAL AD DATE: February 14, 2008

**REQUEST FOR PROPOSALS
No. RFP-08-001**

**SEALED OFFERS
FOR**

**Consultant Services to Develop a Plan to Create a Digital Archives to
Preserve and Provide Access to Historical Digital Records of Hawaii
Government**

**WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON
MARCH 14, 2008**

IN THE ARCHIVES DIVISION, 364 SOUTH KING STREET, IOLANI PALACE GROUNDS,
HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO
SUSAN SHANER, TELEPHONE (808) 586-0310, FACSIMILE (808) 586-0330, OR E-MAIL
AT susan.e.shaner@hawaii.gov.

DOWNLOADED SOLICITATION from Website

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document **provided** Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-Mail to: FAX No.: (808) 586-0330
E-Mail Address: susan.e.shaner@hawaii.gov

Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- Facsimile Number
- Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class if this is not provided)
- Name of Contact Person
- E-Mail Address

**Russ K. Saito, Comptroller
Procurement Officer**

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SECTION ONE

INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

Archives	= Archives Division, the entity for which this solicitation is issued. Located at Hawaii State Department of Accounting and General Services, Archives Division, 364 South King Street, Honolulu, HI 96813
Contract Administrator	= The Archives Administrator, as identified in Section 5.05, Special Provisions, of this RFP
Contractor	= The Offeror awarded a contract under this RFP
CPO	= Chief Procurement Officer
State	= State of Hawaii, including each department and political subdivision
Procurement Officer	= The State of Hawaii Department of Accounting and General Services, Comptroller
BAFO	= Best and Final Offer
DAGS	= Department of Accounting and General Services
HAR	= Hawaii Administrative Rules
HRS	= Hawaii Revised Statutes
RFP	= Request for Proposals
GC	= General Conditions, dated 6/25/2007 and issued by the Attorney General.
GET	= General Excise Tax
Offeror	= Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.

1.02 INTRODUCTION

The Archives Division (Archives) desires to enter into a contract with a Consultant to develop a plan to create a digital archives for preserving and making accessible Hawaii's electronic government records of enduring legal and historical significance. As government records are increasingly generated and stored in computer-based information systems, the state faces the challenge of managing and preserving these digital documents.

Award for this solicitation may be to a qualified Offeror as determined by the Procurement Officer, or an evaluation committee selected by the Procurement Officer.

1.03 RFP SCHEDULE AND SIGNIFICANT DATES

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	February 14, 2008
Deadline to Submit Written Questions	February 28, 2008
State's Response to Written Questions	March 6, 2008
Proposals Due and Opened	March 14, 2008
Proposal Evaluations	Within 20 calendar days from date Proposals Due
Discussion with Priority Listed Offerors (if necessary)	To be scheduled
Best and Final Offer (if necessary)	To be scheduled
Contract Start Date	As Determined by the Notice to Proceed

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.01 PROJECT OVERVIEW

The Archives Division is seeking consulting services to develop a plan to create a digital archives to preserve and provide access to historical digital records of Hawaii government. The final product will be a digital archives plan that analyzes Hawaii's ability to collect and preserve electronic records and outlines/develops a working blueprint to establish a digital archives.

The Archives Division has a statutory responsibility, outlined in HRS 94 to play a leading role in the management of all state government records, regardless of format and a requirement to collect and preserve the historically significant records that government creates. Records created by government agencies in electronic format are now legally accepted as government records. (See, Act 177, SLH 2005). As such, they must be available and usable throughout their required retention periods. Unlike paper records, electronic records are dependent on computer hardware and software to be usable. There are no current policies and/or laws that specify electronic recordkeeping standards that apply to all Hawaii government agencies.

As government records are increasingly generated and stored in computer-based information systems, the state faces the challenge of managing and preserving these digital documents. We must work with agencies in advance at the time new systems are developed or existing ones are updated. Improper maintenance of these records could result in the permanent loss of historical, legal, and vital information.

The public is demanding increased access to the electronic records government creates. The State needs a strategy to provide both easy access to electronic government records and to ensure that this digital information will be secure, available, and useful throughout their required retentions or for as long as needed.

The plan to create a digital archives to manage government electronic records will enable the Archives Division to fulfill its functional duty to properly administer a records management program that includes records created electronically, and to ensure their preservation for future generations.

2.02 PROJECT GOALS

The preservation and access to electronic records of enduring legal and historical significance through the development of a digital archives would create:

- Legal compliance for retention of electronic records.
- Backup and security of essential legal and historical data.
- Increased penetration and access to records.
- Faster retrieval of information with a proposed one-stop-shop for customers to visit.
- The ability to better serve our geographically dispersed customers.
- Easily searchable, accessible, viewable, and printable data.

2.03 DESCRIPTION OF REQUESTED SERVICES

While the specific approach to conducting this project is left to the discretion of the Consultant, the Archives expects this project to be implemented in three major phases. The Consultant will provide services and otherwise do all things necessary for or incidental to the performance or work detailed below.

Phase I Engagement initiation, data collection and project plan

The first phase includes on-site meetings in Honolulu, Hawaii. The Consultant will gather information in Hawaii and conduct interviews to identify and finalize project requirements. Following this the Consultant will produce a detailed project plan to include, but not limited to, activities, time frame, milestones, reporting frequency, deadlines, and identifying roles and responsibility of Consultant and the Archives.

Phase II Research and analysis; draft digital archives plan

The second phase is where the primary work will be accomplished. The Consultant will conduct the required research and analysis in accordance with the project plan developed in Phase I. The Consultant will produce drafts of chapters of the digital archives plan and after review and sign off by the Archives, finalize the draft. The Consultant will provide regular project updates to the Archives.

Phase III Finalize digital archives plan chapters; delivery and presentation

The third phase will result in final versions of chapters of the digital archive plan, and include on-site delivery and presentation to the Archives in Honolulu, Hawaii.

2.04 SCOPE OF WORK

The Archives seeks consultant services to create a plan for a digital archives to preserve and provide access to historical digital records of Hawaii government. The final product will analyze Hawaii's ability to collect and preserve electronic records, and outline and develop a working blueprint to establish a digital archives. Services to be provided by the consultant being sought shall include, but may not be limited to:

1. Background needs assessment including analysis of Hawaii government's current ability and readiness to preserve electronic records of long-term legal, historical and/or fiscal value.
2. Identify scope of the electronic content created and maintained by state government agencies in Hawaii and identify the most at-risk electronic information. Outline a proposed implementation plan for each executive branch department based on their readiness, needs and requirements.
3. State of current legislation and recommended changes to address digital records.
4. State of Archives technology infrastructure and the capacity of the Archives to preserve digital records. Identify staffing and/or training requirements.
5. Current Archives policies in regards to management of records and how well they address the special need of electronic records.

6. Identify standards and procedures that need to be in place to manage the state's electronic content.
7. Determine system requirements and infrastructure necessary to satisfy Archives and stakeholders needs.
8. Evaluate current archiving software and analyze fit with system requirements.
9. Design for tolerance to disasters and disaster mitigation.
10. Plan for a simple, reliable, persistent method to capture, identify, index, store and provide access to electronic records considered permanent/historical by statute or retention schedule.
11. Explore the types of storage needed, estimates of storage growth, objects to be stored, and technology needs.
12. Ensure that confidentiality of information be preserved and records integrity and audit controls are addressed.
13. Plan for public access to the government electronic records so that citizens have the ability to search and retrieve information and historical objects through web searching and internet viewing, downloading, and printing, or other dissemination methods.
14. Explore possible funding sources to fund expansion of preservation activities to include e-records.
15. Determine level of support for funding and legislation that can be expected from leadership and stakeholders groups.
16. Risk management to ensure that project stays on time and under budget.

2.05 TIMELINE FOR SERVICES

Services to be provided by the Consultant secured through this proposal shall be as follows, but may be amended, through mutual agreement:

1. Written reports:
 - a. Phase 1. Detailed project plan – within two (2) months from the official date specified in the Notice to Proceed.
 - b. Phase 2. Draft Digital Archives Plan – within four (4) months from the official date specified in the Notice to Proceed.
 - c. Phase 3. Final Digital Archives Plan – within six (6) months from the from the official date specified in the Notice to Proceed.
 - d. Weekly email updates and written progress reports.

2. Oral reports:

- a. Weekly updates and progress reports via telephone between the hours of 9:00 am and 12:00 pm HST.

- b. Final delivery and presentation at project conclusion, on-site in Honolulu, Hawaii.

All written reports and deliverables required under this contract must be delivered to Susan Shaner, Archives Administrator, also serving as Project Manager in accordance with the schedule above. Any oral reports required under this contract must be presented at the location requested by the Archives.

2.06 PROPOSED PAYMENT SCHEDULE

The following is a proposed payment schedule, subject to negotiations:

1. Initial payment of one quarter ($\frac{1}{4}$) of the contract cost awarded on signing of contract.

2. Remaining three payments (each $\frac{1}{4}$ of the contract cost) upon receipt of reports that meet expectations of the RFP based on completion of detailed project plan, draft digital archives plan, and delivery and presentation of the final digital archives plan listed under Timeline for Services in Section 2.05.

2.07 OFFEROR EXPERIENCE AND CAPABILITIES

Offerors should document, demonstrate, and/or describe in detail how they meet the desired qualifications including the scope of their work experience. Offerors will be awarded less than the maximum number of points for experience if they fail to meet the following desired qualifications.

1. Four years experience creating, managing, developing a digital archival repository.

2. Four years experience working in a state government records management and/or archives environment.

3. Two years experience managing large document imaging environment.

4. Previous experience creating a Feasibility Study for State Archives.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

One of the objectives of the RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals.

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. There is no intention to limit the content of a proposal, and an Offeror may include additional information if so desired.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of the RFP as stated in **Section 2.04 Scope of Work**.

Offeror's proposal must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP;
2. Include a properly signed and executed Offer Form page OF-1 (Attachment A);
3. Confirm that the Offeror will comply with all the provisions in this RFP;
4. Provide all of the information requested in the RFP and organize them into sections with tabs separating each of the following areas as described below. Each section must be addressed individually and pages must be numbered.
 - a. **Transmittal Letter**. See Section 6, Attachment 1, Offer Form OF-1.
 - 1) Identify the title and number of this RFP.
 - 2) Include the complete name of the Offeror's firm and its address.
 - 3) Include the name, mailing address, telephone number, and facsimile number of the person the State should contact regarding Offeror's proposal.
 - 4) Confirm that the Offeror will comply with all the provisions of this RFP.
 - 5) Identify the name(s) of any subcontractor Offeror proposes to use.
 - b. **Proposal** including an overall strategy. Proposal should include a work and task plan for successfully completing the project including an overall strategy as well as expected results and possible shortfalls.

c. **Experience and Capabilities.**

- 1) Document and describe in detail how Offeror meets desired experience and capabilities listed in **Section 2.07, Offeror Experience and Capabilities.** Include the identification of the Project Manager and/or principal contact with the Archives if selected for the project. Include a brief resume and project management experience
- 2) A representative listing of projects of a similar nature on which the firm has been engaged. Please highlight any previous work conducted in the State of Hawaii.
- 3) Reference information from persons for whom the Offeror has successfully provided similar services within the past three (3) years, including the name, titles, organizations, telephone numbers, email and postal addresses of a contact person for each reference, and a brief outline of the nature of the services and deliverables provided.
- 4) Provide a summary listing of judgments or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

d. **Estimated cost** for the services to be performed as listed under Section 2.04, Scope of Work. Please provide a breakdown of cost by task. See Section Six, Attachment 2, Offer Form OF-2.

e. **Estimated timeline** to complete project by task.

The sections are primarily designed to provide information necessary for the State to evaluate offers pursuant to Section Four – Evaluation Criteria of this RFP. Offeror is advised to review the section and to provide all information necessary to allow the State to evaluate its proposal based on the stated criteria.

3.02 EXCEPTIONS

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

SECTION FOUR
EVALUATION CRITERIA

EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. The award will be made to the responsive, responsible Offeror whose proposal is determined to be acceptable to the State based on evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

1. Cost of services. Delineate costs according to task and/or hours. (30 points)
2. Project skills, capability, previous experience and past performance of individuals involved on similar projects including client satisfaction ratings determined by contact with references submitted. (See Section 2.07, Offeror Experience and Capabilities.) Number of years in the business and number of years performing services specified in this RFP. (25 points)
3. Sample projects and/or examples of written plans, etc. (15 points)
4. Project Proposal (30 points)
 - a. Quality of responses and completeness of the proposed work and task plan
 - b. Methodology and approach utilized to meet the requirements.
 - c. Timeline and reasonableness of proposed time frame
 - d. Expected Results
 - e. Possible Shortfalls

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

The furnishing of consulting services to produce a plan to create a digital archives for preserving and making accessible Hawaii's electronic government records of enduring legal and historical significance for the Archives Division shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), Form AG-008 Rev. 6/25/2007. A copy of this RFP may be obtained at Archives Division, 364 South King Street, Honolulu, HI 96813. A copy of the General Conditions, Form AG-008 can be obtained at <http://www4.hawaii.gov/StateForms/Internal/ShowInternal.cfm>

5.02 RESPONSIBILITY OF OFFERORS

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 sections 103D-310 (c), HRS:

- a. Chapter 237, tax clearance;
- b. Chapter 383, unemployment insurance;
- c. Chapter 386, workers' compensation;
- d. Chapter 392, temporary disability insurance;
- e. Chapter 393, prepaid health care; and
- f. Chapter 103C-310 (c), Certificate of Good Standing (COGS) for entities doing business in the State.

1. Hawaii Compliance Express.

An Offeror may collectively apply for these certificates through the Hawaii Compliance Express (HCE). The HCE 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 vendor's status is compliant with the requirements of HRS Section 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 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 sub-sections 2, 3, and 4, that follow.**

2. HRS Chapter 237 tax clearance requirement for award. Instructions follow:

Pursuant to HRS §103D-328, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the Department of Accounting and General Services, Archives Division.

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

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

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

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

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the Archives. However, the tax clearance certificate shall be submitted to the Archives.

3. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions follow:

Pursuant to HRS §103D-310(c), the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Archives. A photocopy of the certificate is acceptable to the Archives.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH HAR SECTION 3-122-112*, Form LIR#27 which is available at www.hawaii.gov/labor/formsall.shtml or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the Archives.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the Archives. However, the certificate shall be submitted to the Archives.

4. Compliance with Section 103D-310(c), HRS for an entity doing business in the State.

The lowest responsive Offeror shall be required to submit a CERTIFICATE OF GOOD STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Archives. A photocopy of the certificate is acceptable to the Archives.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

5. Final Payment Requirements.

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

In addition to 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 from Vendors/Contractors" menu. Alternatively, a "Certificate of Vendor Compliance", issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

6. Timely Submission of all Certificates.

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

5.03 OFFEROR QUALIFICATIONS

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 2.07, Offeror Experience and Capabilities, will likely have an adverse affect on Offeror's proposal evaluation.

5.04 TERM OF CONTRACT

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

The initial term of contract shall be for a six (6) month period commencing from the official date on the Notice to Proceed. The contract may be extended for up to not more than one (1) additional six (6) month period, or any portion thereof, if mutually agreed upon in writing prior to contract expiration. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

5.05 CONTRACT ADMINISTRATOR

For the purposes of this contract, Susan Shaner, Archives Administrator, or her designee, is named Contract Administrator and may be reached at (808) 586-0310.

5.06 OVERVIEW OF RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
3. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

4. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
5. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of 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.
6. 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.
7. 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.
8. The date and time for Offers to submit their BAFO, if any, is indicated in Section 1.03, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offer's immediate previous offer shall be construed as its BAFO.
9. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, 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 price and the evaluation factors set forth in Section Four.

10. 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.
11. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest 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.
12. 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 of Hawaii.

5.07 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, 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.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

5.08 REQUIRED REVIEW

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 DAGS, Archives Division prior to the deadline for written questions as stated in Section 1.03, RFP Schedule and Significant Dates.** This will allow issuance of any necessary corrections to the RFP. It will also help prevent the opening of a possibly defective solicitation and unnecessary exposure of Offeror's proposal when award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the Exceptions section of the Offer's proposal, if the exception is unresolved by the Proposal Due date.

5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to, Susan Shaner, Archives Administrator, phone (808)586-0310 or fax (808)586-0330. The State will respond to written questions by the date indicated in Section One, 1.03 RFP Schedule and Significant Dates, or as amended.

5.10 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offer shall remain firm for a sixty (60) day period.

5.11 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.12 CONTRACT MODIFICATIONS – UNANTICIPATED AMENDMENTS

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

Changes to the contract may be modified only by written document (contract modification) signed by the Department of Accounting and General Services, Archives Division and contractor personnel authorized to sign contract on behalf of the contractor.

The contractor will not commence additional work until a signed contract modification has been issued.

5.13 PROTEST

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

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Accounting and General Services, Archives Division, 364 South King Street, Honolulu, HI 96813.

5.14 GOVERNING LAW; COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.15 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and 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, plans referred to herein, 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.

Offers shall be received at the Department of Accounting and General Services, Hawaii State Archives, 364 South King Street, Honolulu, HI 96813, no later than the date and time stated in Section 1.03, RFP Schedule and Significant Dates. Timely receipt of proposals shall be evidenced by the date and time registered by the Archives time stamp. Offers received after the deadline shall be returned unopened.

5.16 PROPOSAL PREPARATION

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.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by the other material, containing an original signature, indicating the Offeror's intent to be bound.

2. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.

3. **Tax Liability.** Work Performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% 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.
4. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and five (5) **copies** of the original marked "COPY." It is imperative to note that the Offeror submit only one original and the required number of copies. **DO NOT SUBMIT MORE THAN ONE ORIGINAL.** The original proposal and five copies of the proposal must be in a sealed envelope or box.

The outside cover of the package containing the offer should be marked:

SEALED PROPOSAL FOR THE HAWAII STATE ARCHIVES SUBMITTED IN RESPONSE TO RFP-08-001.

STATE OF HAWAII
Hawaii State Archives
364 South King Street
Honolulu, HI 96813

(Name, address, telephone number of the Offeror)

Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

5. All proposals become the property of the State of Hawaii.
6. Copies of all documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

5.17 PRICING

Pricing shall be an all-inclusive fixed cost. These prices shall be inclusive of all federal, state and local taxes; and any and all expenses, required for the completion of the services to be performed as listed under Section 2.04, Scope of Work. **No other costs will be honored.**

5.18 ECONOMY OF PRESENTATION

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 Offer's proposal, it shall be provided within four (4) business days.

5.19 PROPOSAL OPENING

Proposals will be opened at the date, time, and place specified in Section 1.03, RFP Schedule and Significant Dates, as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offer's proposals shall be open to public inspection after all parties sign the contract.

5.20 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offer's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

5.21 DISCUSSION WITH PRIORITY LISTED OFFERORS

Priority listed Offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.03.

5.22 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

5.23 ADDITIONAL TERMS AND CONDITIONS

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.

5.24 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified in the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

5.25 PAYMENT

HRS Section 103-10 provides that the State shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by HRS Section 103-10, as amended.

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

5.26 AWARD OF CONTRACT

Method of Award. 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.

Responsibility of Lowest Responsive Offeror. Reference HRS Chapter 103D-310(c). If compliance documents have not been submitted to the Department of Accounting and General Services, Archives Division prior to award, the lowest responsive Offeror shall produce documents to the procurement officer to demonstrate compliance with section 5.02, Responsibility of Offerors.

5.27 NOTICE TO PROCEED

Work will commence on the official commencement date specified in the Notice to Proceed.

5.28 INVOICING

Contractor shall submit an invoice with each request for payment. Original and three (3) copies of the invoice shall be submitted to:

Department of Accounting and General Services
Archives Division
364 South King Street
Honolulu, Hawaii 96813
Attn: Susan Shaner

Invoices should reference both the contract number and the RFP number.

5.29 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.30 CONTRACT INVALIDATION

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

5.31 NON-DISCRIMINATION

The contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

5.32 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.33 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

5.34 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.35 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.36 LIABILITY INSURANCE

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

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, 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.

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 limit per occurrence for bodily injury and property damage / \$2,000,000 in the aggregate
Automobile Liability	\$1,000,000 each accident

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department

of Accounting and General Services, Archives Division, 364 South King Street, Honolulu, Hawaii 96813.”

2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "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."

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

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor 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.

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.

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.

SECTION SIX

ATTACHMENTS

- ATTACHMENT 1: OFFER FORM, OF-1
- ATTACHMENT 2: OFFER FORM, OF-2
- ATTACHMENT 3: CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT

**OFFER FORM
OF -1**

CONSULTING SERVICES FOR THE ARCHIVES DIVISION TO DEVELOP A DIGITAL
ARCHIVES PLAN TO PRESERVE AND PROVIDE ACCESS TO HISTORICAL DIGITAL
RECORDS OF HAWAII GOVERNMENT
RFP-08-001

Procurement Officer
Department of Accounting and General Services
Archives Division
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; 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.

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.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

* _____

Exact Legal Name of Company (Offeror)

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

ATTACHMENT 1

OFFER FORM
OF-2

Total contract cost for accomplishing the development and delivery of the services.

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Company Name

ATTACHMENT 2

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____
(Contract Number) (IFB/RFP Number)
_____ affirms it is in
(Company Name)

compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____