

High Technology Development Corporation  
Department of Business, Economic Development and Tourism  
State Of Hawaii

REQUEST FOR PROPOSALS  
No. RFP-11-001-HTDC

Pursuant to the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes,  
the High Technology Development Corporation (HTDC)  
is soliciting proposals for

WEB PROGRAMING AND CONTENT MANAGEMENT SYSTEM  
DEVELOPMENT SERVICES

PROPOSALS WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON  
SEPTEMBER 27, 2010

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## INTRODUCTION

This RFP is issued under the provisions of Chapter 103D, Hawaii Revised Statutes, and Chapter 3-122, Hawaii Administrative Rules. All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of the Offeror.

### A. PROCURED SERVICES

The State of Hawaii, High Technology Development Corporation (HTDC), an agency administratively attached to the Department of Business, Economic Development and Tourism, is issuing a request for proposals (RFP) to design, provide and implement a web-based Content Management System for three websites: htdc.org, hightechhawaii.com and techjobshawaii.org. The solicitation IS NOT for website graphic design development.

### B. RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents HTDC'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:

Issuance of Request for Proposals	August 27, 2010
Deadline for Offerors to Submit Written Questions, 4:00 p.m.	September 8, 2010
Response to Offerors to Written Questions and Addenda Deadline	September 13, 2010
Proposals Due and Opened, 2:00 p.m.	September 27, 2010
Proposal Evaluations	September 29 & 30, 2010
Discussion with Priority List Offerors, if any	October 1, 2010
Best and Final Offers, if any, 12:00 p.m.	October 7, 2010
Estimated Contract Award	October 13, 2010

### C. OFFICIAL CONTACT PERSON

The official contact person for all communications regarding this RFP is:

Yuka Nagashima, Executive Director & CEO  
High Technology Development Corporation  
2800 Woodlawn Drive, Suite 120  
Honolulu, HI 96822  
Phone: (808) 539-3615  
Fax: (808) 237-5770  
Email: [contracts@htdc.org](mailto:contracts@htdc.org)

Official responses to questions shall be made through written addenda issued to all prospective Offerors who have registered with HTDC. To register your company, please provide your (1) company's name; (2) contact person; (3) mailing address; (4) telephone number; and (5) facsimile number; and reference this RFP number. Registration may be done by telephone (808) 539-3615, facsimile (808) 237-5770, or email to [contracts@htdc.org](mailto:contracts@htdc.org). Offeror's attention is directed to the deadlines for questions and addenda stated above.

## **SCOPE OF WORK**

### **A. BACKGROUND**

The existing Content Management System supporting the HTDC websites was created seven years ago. The platform on which it was developed is now weak, and the websites are prone to numerous attacks by Internet hackers, rendering the sites disabled and nonfunctioning/unusable. The system is corrupted to the extent that it is neither practical nor cost-effective to repair the existing, obsolete software design.

This RFP is to develop a secure, functional and upgraded Content Management System. The new system will have a simple user interface that provides HTDC non-technical employees with the ability to quickly and easily manage information and perform regular maintenance on the websites in an organized and time-efficient manner. Graphic elements (logo, color themes, etc.) from the existing websites are to be re-used as needed.

HTDC.org, the agency's main site, provides information on core programs, services, events, news and general agency information, a reservation system for incubation tenant and virtual program companies, and a basic Intranet for HTDC staff.

HiTechHawaii.com is a portal/resource site linked to various companies and organizations useful to high tech companies and entrepreneurs. Functions of this website include a calendar of events with embedded links. Community, stakeholders and partners submit event announcements to HTDC for posting to a public calendar. Depending on the topic, staff must be able to specify and control on which HTDC webpages the events will appear. HTDC must also have the ability to control basic content write-up on the overall site.

Techjobshawaii.org is a free service for job seekers and employers looking to fill technical job positions. The website allows job seekers to upload resumes and companies to post job listings.

### **B. OVERVIEW**

#### **1. Overall Requirements**

- a. Increased system functionality.
- b. Web 2.0 friendly CSS and XHTML.
- c. Improved navigation and interface that is more intuitive.
- d. Compatible with common and current browser types: Internet Explorer 6+, Firefox, Safari, Google Chrome.
- e. HTDC prefers incorporating existing hosted web services, such as Google Calendar, etc., to provide the required functionality rather than systems that are proprietary and difficult to integrate or require extensive programming. The system must have the ability to brand with HTDC's marketing style. The proposed system shall have minimal impact in the event that the web host server needs to be changed. The Offeror shall identify costs HTDC may incur for maintenance of the proposed solution/system.
- f. Seamless integration with other communication platforms, e.g., Twitter feeds, etc.
- g. Improved reliability, security and reduced maintenance.
- h. Simplified site maintenance without the user requiring knowledge of HTML and CSS.

- i. Open source software having a large and active community of users and developers (approved by HTDC prior to making the award).
  - j. One main Events calendar to be located on hitechhawaii.com. Preferably open source or a freely available calendar to be used. To display the most current information/events on each website, the system administrator should be able to control RSS feeds from the calendar and specify on which website they will appear.
  - k. Multiple levels of secure administration, two minimum, for HTDC staff.
  - l. HTDC reserves the right to reduce, amend, or expand the scope of work.
2. Requirements for HTDC.org
- a. Separate sub-directories (websites) for the Manufacturing Extension Partnership (MEP) program; Small Business Innovative Research (SBIR) Program; Manoa Innovation Center (MIC) and Maui Research and Technology Center (MRTC) under (INCUBATION); and Hawaii Center for Advanced Transportation Technologies (HCATT). Each sub-directory shall include the following content pages editable by HTDC staff:
    - Event feeds from the main event calendar located on hitechhawaii.com, specific to their category, e.g., a MEP event added to the main calendar can also be selected to show up on the MEP website, and linkable to the event description in the main calendar.
    - List of tenants and virtual program companies (company description with contact info and logo),
    - On-line newsletter with archive (downloadable to PDF),
    - List of services,
    - Spotlight, a featured section for success stories or news, with HTDC staff having the ability to archive spotlight stories,
    - Resources, an area where staff can upload PDF, video, and documents from seminars, workshops, and conferences, with the ability to archive resources, and
    - General program write-up with contact information.
  - b. Reservation System
    - Multiple user logins and passwords created and assigned to incubation tenant and virtual program companies provided by HTDC. This will allow company employees the ability to reserve conference rooms. At the minimum, conference room bookings shall include the following features and functions:
      - Collecting of basic information to create individual accounts that will allow users to book rooms, with each user account assigned to a master company account record. Examples of information to be collected for each account: name of account holder, contact information (email, phone), login and password.
      - Users will be required to agree to a conference room policy and rules disclaimer (e.g., check box or other) prior to reservation creation.
      - Examples of information provided in the reservation for all users to see: name of user booking the room with contact info, user's company, date of reservation, date of reservation creation, start and end time, notes, and purpose of meeting.

- Ability to create recurring bookings (weekly, monthly, quarterly, etc.), ability to see the schedule for each conference room, and select a conference room of choice to reserve.
- Real-time calendar and schedule, allowing users to view room availability at any given time.
- Additional add-on features (or assets) that can be added to a reservation, such as equipment rentals for a possible fee. Fee shall be set and edited by the system administrator.
- Email confirmations (successful bookings, booking reminders, etc).
- Users shall have the ability to edit or cancel reservations made by other users under the same master company account record.
- Ability to track hours of use in the conference rooms. HTDC system administrator shall have the ability to set a limitation on monthly hours of use in the conference rooms for each master company account.
- Ability to assign conference rooms to be part of an allotment of company hours, or to straight charge per hour, flat rate fee for the day or by half-day. Cost to be set by the system administrator.
- System shall identify when companies have exceeded their monthly allotted hours, and record charges per hour for usage of conference room time over and beyond allotments. Conference room per hour fee to be set and edited by HTDC system administrator.
- Companies shall be able to easily identify the number of hours they are assigned for the month, including how many hours have been used upon reservation system login.
- The HTDC system administrator shall be able to run and export multiple reports. Sort features should be provided as needed. At a minimum, reports shall display charges incurred for equipment rental, conference rooms, and any conference room fees incurred from company accounts exceeding their monthly allotment of conference room time.

c. HTDC Intranet

- Central depository file hosting and sharing for administrators and staff accessible from a web interface, but using a secure service optimized for file sharing, e.g, DropBox.com, Google Docs.

3. Requirements for HiTechHawaii.com

- a. Ability for the community to submit event requests to HTDC. Information for requests shall include: topic, location, time, organizer, ability to upload a graphic, and description of event. HTDC shall receive an email notice on the event request, and have the ability to approve the event for posting.
- b. All events shall tie in to one main calendar located on this site. HTDC staff shall have the ability to select on which HTDC sites/webpages the event will appear.
- c. Spotlight, a featured section for success stories or news, with HTDC staff having the ability to archive spotlight stories.

- d. Resources, an area where staff can upload PDF, video, and documents, from seminars, workshops, conferences, with the ability to archive resources.
  - e. Area to list logos and links of partner organizations,
  - f. General program write-up.
4. Requirements for TechJobsHawaii.org
- a. Create two (2) user groups registration, and login: Job Seekers and Employers.
  - b. Job Seekers shall have the ability to upload, edit, or delete a resume from their profiles.
  - c. Resumes shall automatically expire, and be removed after six months of inactivity.
  - d. Email notification shall automatically be sent to Job Seekers when their resumes are tagged for removal (due to six months of inactivity) or when editing has occurred.
  - e. Employers shall have ability to register on-line and create an account that includes the following information: company name, description, URL, address, zipcode, city, primary contact information, login, password, and ability to upload logo.
  - f. Employer account information shall be editable by Employer at all times.
  - g. HTDC staff shall receive email notification of an Employer's registration, and shall have the ability to approve an Employer to post job positions.
  - h. Employers with approved accounts shall have the ability to submit, edit or remove their job listings.
  - i. Email notification shall automatically be sent to Employers on job listings that have been submitted for posting or when editing has occurred.
  - j. Employers will be required to specify the length of time of a job posting. The system shall automatically remove postings at the end of close dates. Employers shall have the ability to adjust expiration to avoid removal.
  - k. Job listings shall include a category type pre-determined by HTDC based on the industry and job function.
  - l. Jobs listings option shall have the ability to search by category type and keyword(s). Intern jobs should have a predominant button visible from the techjobshawaii.org homepage that when clicked, will list ALL INTERN JOBS.
  - m. Area to list logos and links of partner organizations.

## **C. DELIVERABLES**

### **1. System Requirements**

A complete, compatible, and operable system, as determined by HTDC, meeting minimum performance and functionality specifications shall be delivered. Offerors are required to comply with the following system standards:

- a. All computer software source code written by the developer required for the operation of the Content Management System is subject to approval by HTDC and must be either owned by HTDC or released as Open source software. Vendors of commercial off-the-shelf solutions can retain ownership of, and intellectual rights of their base system (e.g., out-of-the-box

software with no modifications); however, all custom code written to meet HTDC's requirements shall be the property of HTDC.

- b. Programming languages and software development tools shall have a broad user and support community from which consultants and programmers may be competitively selected, or be defined by an industry standard.
- c. Business web applications shall be created using widely used technologies such as database programming, MySQL, CSS, Javascript, PHP, XHTML, etc.
- d. The source code for the application system shall be maintainable and supportable by HTDC staff or other vendors. HTDC requires that maintenance and support of the application system can be competitively procured. Vendors of commercial off-the-shelf solutions can provide sole maintenance and support services for their proprietary base system; however, custom code systems written to meet HTDC's requirements must be maintainable and supportable by other vendors.
- e. The Content Management System design shall be modeled using commonly accepted and/or industry standards.
- f. All documentation, including diagrams, and models shall be provided in hard copy and electronic format.
- g. The Contractor shall notify HTDC, in writing, when installation is complete, the websites are in good working order, and the Content Management System is ready for acceptance testing.

## 2. System Support Requirements

- a. New Content Management System successfully implemented, as determined by HTDC. The product shall be work for hire and HTDC shall have exclusive ownership rights to the system.
- b. Complete documentation for site maintenance.
- c. The Contractor shall provide minimum specifications required for web hosting, and top three web hosting company preferences for the new system.
- d. The Contractor shall provide lead assistance to transfer HTDC websites as needed to a new hosting company after site completion.
- e. The Contractor shall provide costs associated with post-implementation revisions and future maintenance charges.

## 3. Service and Personnel Support Requirements

- a. The Contractor shall be able to meet in person within a 24-hour period, Monday-Friday, between the hours of 7:45 a.m. - 4:30 p.m. (HST) at the discretion of HTDC.
- b. The Contractor shall provide a toll free or local telephone number to: receive trouble calls, to provide a current status of calls referred for service, and to interact with HTDC staff in the resolution of trouble calls. The phone line must be available between the hours of 7:45 a.m. - 4:30 p.m. (HST), Monday-Friday. On-line support through email will also be considered to supplement telephone support.
- c. The Contractor shall provide complete documentation for site maintenance, and three (3) months of post-support following HTDC's acceptance of the Content Management System. Post-support includes on-site, telephone and on-line support website use. Should problems be found during this period, the Contractor shall correct the problem at no additional cost.



- d. The Contractor shall provide on-site training for HTDC staff to operate and administer the Content Management System, and a detailed training manual.

Aspects of a deliverable which have been concluded to be unacceptable and not consistent with the agreed upon scope of work shall be provided to the Contractor for further action. The Contractor shall perform corrective work to the full satisfaction of HTDC within the period allowed by HTDC and at no additional cost. The Contractor must notify HTDC of deliverable revisions for review.

#### **D. TERM OF CONTRACT**

The contract shall be effective upon execution by all the parties and all services must be completed no later than December 22, 2010.

If an option to extend is mutually agreed upon in writing no later than December 6, 2010, HTDC shall execute a supplement to the contract for the additional extension period without the necessity of re-bidding. The contract price paid to the Contractor for the extended period shall remain the same or be renegotiated for a lesser rate.

## **QUALIFICATIONS AND PROPOSAL REQUIREMENTS**

### **A. MINIMUM QUALIFICATIONS**

The Offeror must meet the following qualifications:

1. Minimum five (5) years of experience creating business web applications using widely used technologies such as database programming, MySQL, CSS, Javascript, PHP, XHTML, etc.
2. Knowledge and experience in training end users on a Content Management System of this type.
3. Experience working with non-profit, government and/or community-based organizations.
4. Descriptions provided in the proposal shall detail experience relevant to the project which reflects qualifications, and ability of the Offeror and subcontractors to complete the project on time, within budget, and with the highest quality.

### **B. PROPOSAL REQUIREMENTS**

The Offeror's proposal shall be single-sided pages in 12 pt. font, 1 inch margins, and must include, and be organized in the following order:

1. Cover letter (Attachment 1) signed by authorized company official confirming that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP, complete name and address of Offeror's firm and the name, title, mailing address, email address, telephone number, and fax number of the person HTDC should contact regarding the Offeror's proposal. If applicable, a corporate resolution must be included, certifying the company official's authorization to represent and act on Offeror's behalf for this RFP.
2. If a subcontractor(s) will be used, append a statement to the cover letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
  - a. Company name, contact, title, mailing address, email address, and phone number of the authorized individual,
  - b. The general scope of work to be performed by the subcontractor,
  - c. The subcontractor's willingness to perform for the indicated,
  - d. Estimated number of hours of work to be performed by the subcontractor, and
  - e. Estimated costs (line item) for services to be performed by subcontractor.
3. Company profile, including:
  - a. Organizational structure, roles and responsibilities, resumes, specific duties and responsibilities of the project team members, including identity of personnel who will be based on the island of Oahu during the project duration. Substitutions of proposed personnel shall be subject to HTDC's prior approval.
  - b. Number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
4. Complete, related and current client listing.

5. 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.
6. List of five (5) local websites that best represent scope of work set forth in this RFP. Preferably three (3) should be for non-profit, government or community-based organizations. Offeror shall provide URL for each site.
7. List of at least five (5) references from the Offeror's client listing that may be contacted by HTDC as to the Offeror's past and current job performance. Preferably three (3) references should be from non-profit, government or community-based organizations. Offeror shall provide names, titles, organizations, telephone numbers, and email and postal addresses.
8. Technology to be used to implement the site, plan of work, and timetable. Offeror may choose to provide technical brochures or white papers as a means of demonstrating that the proposed technology satisfactorily meets HTDC's system requirements. HTDC has final approval on how the site will be implemented, plan for the work proposed and project timeline.
9. Price, includes all costs to the State, including all applicable taxes and related fees and expenses, and a detailed break-down of all costs as best as possible. Contractor shall be compensated on a flat fee basis for all work completed in the project's Scope of Work to the satisfaction of HTDC. Partial payment of 50% of the flat fee upon acceptance testing and remaining 50% after satisfactory implementation of the system as determined by HTDC may be allowed if requested in the Offeror's proposal.
10. In the case that free hours are offered, list as a separate line item. DO NOT calculate in-kind donation hours as a discounted hourly rate; Offeror should quote regular per hour fees, keeping it separate from any hours being donated.
11. For 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.

### C. PROPOSAL SUBMISSION

1. Offeror shall submit one (1) **original** proposal clearly marked "ORIGINAL" on the upper right hand corner of the page, and five (5) **copies** of the original clearly marked "COPY" in a sealed envelope to:

Yuka Nagashima  
Executive Director  
High Technology Development Corporation  
2800 Woodlawn Drive, Suite 120  
Honolulu, Hawaii 96822

Offers received after the deadline shall be returned unopened. HTDC's clock shall serve as the official time. All proposals become the property of the State of Hawaii.

2. An Offeror may submit only one offer in response to the RFP. If an Offeror submits more than one offer in response to the RFP, then all such offers shall be rejected. Modification of a proposal already received will be accepted only if a written request to withdraw the proposal already received prior to the Proposal Due date is made, and the modification is received prior to the Proposal Due date. All modifications will be in writing and submitted in the same manner as the original proposal. An Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

3. The cover letter must be submitted with each proposal, and contain an original signature (blue ink preferred) of the person authorized to bind the Offeror in the performance of the scope of work set forth in this RFP.
4. The Offeror shall carefully review this solicitation. Comments or questions shall be made in writing and received prior to the Deadline for Offerors to Submit Written Questions date. This shall allow issuance of any necessary amendments to the RFP.
5. All information, data, or other material provided by the Offeror or the Contractor to HTDC shall be subject to the Uniform Information Practices Act, Chapter 92F, Hawaii Revised Statutes (HRS). Under Section 3-122-58, Hawaii Administrative Rules (HAR), if Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains trade secrets or proprietary information that should be withheld as confidential, that portion should be clearly marked "PROPRIETARY" and shall state in its written communication to HTDC, the reason(s) for designating the material as confidential, for example, trade secrets, and submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer. Price is not considered confidential and shall not be marked as such.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with Chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under Chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with Section 92F-15.5, HRS.

6. Costs for developing the proposal are solely the responsibility of the Offeror. Whether or not any award results from this solicitation, HTDC will not reimburse such costs.
7. HTDC may cancel this RFP at any time and any and all proposals may be rejected in whole or in part when it is in the best interest of HTDC, as provided in Section 103D-308, HRS, and Sections 3-122-95 through 3-122-97, HAR.
8. Award, if any, will be made on a firm fixed fee basis, inclusive of expenses and taxes, to the responsive and responsible Offeror who has submitted the most advantageous offer in accordance with the evaluation criteria set forth in this RFP.
9. Bid, performance, and payment bonds are not required for this solicitation.
10. All proposals must comply with Section 3-122-112, HAR, which requires the submission of the following certificates upon award of a contract under Section 103D-302, 103D-303, 103D-304, or 103D-306, HRS:
  - a. Tax Clearance Certificate (Department of Taxation)
  - b. Certificate of Compliance (Department of Labor and Industrial Relations)
  - c. Certificate of Good Standing (Department of Commerce and Consumer Affairs)
  - d. Certificate of Final Payment/Tax Clearance Certificate (Department of Taxation)

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.

If an Offeror is exempt by the HRS from paying the general excise tax (GET) and therefore is 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.

For evaluation purposes, pursuant to Section 103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to this RFP shall be increased by the applicable retail rate of GET and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

## EVALUATION

### A. MINIMUM CRITERIA FOR PROPOSAL RESPONSIVENESS

1. Submitting incomplete proposal documents or failure to sign the proposal documents may be justification for rejection of a proposal.
2. Unfavorable references may be justification for rejection of a proposal. HTDC reserves the right to use whatever resources are available to seek additional references in addition to those submitted in the proposal.
3. Failure to respond or comply with the specifications provided in the solicitation or the requirements provided by statutes or law may be justification for rejection of a proposal.
4. The Offeror must be capable of performing the work for which offers are being submitted. Either before or after the deadlines for an offer, HTDC may require the Offeror to submit answers to questions regarding equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the services being solicited. Any such inquiries shall be made and replied to in writing; replies shall be submitted over to the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

### B. EVALUATION CRITERIA

The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State, based on the criteria and associated points listed below:

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

Criteria	Total possible points
Qualifications	
a. Experience, capability and proficiency with web application technologies, number of years in the business, number of years performing services specified in this RFP	10
b. Reference and client listings	5
c. Sample projects	10
d. Experience in working with non-profit, government and/or community-based organizations	5
Project Proposal	
a. Knowledge/qualifications of key personnel directly involved in the project	10
b. Technology/system	35
c. Timetable and plan of work	15
Price	10

### C. EVALUATION PROCESS

1. An evaluation committee of at least three (3) State employees selected by the HTDC Procurement Officer shall evaluate the proposals in accordance with the proposal evaluation criteria. Proposals will be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Offerors who submit proposals determined to be acceptable of being selected for award to clarify issues regarding Offerors' proposals, but proposals may be accepted without such discussions. A priority list of Offerors will be identified, consisting of at least three of the highest-ranking acceptable proposals.

2. 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. These Offerors shall be permitted to submit new proposals or to amend those submitted.
3. Each Offeror on the priority list will be allowed to submit "best and final offers" if necessary after discussions have been concluded. The date and time for Offerors to submit their best and final offers, if necessary, will be determined and made known. If Offeror does not submit a notice of withdrawal or another best and final offer, the Offeror's immediate previous offer will be considered as their best and final offer.
4. Once the award notice is posted, all proposals, successful and unsuccessful, and register of proposals are available for public inspection. Those sections that the Offeror and HTDC agree are confidential and/or proprietary and identified by the Offerors shall be excluded from access.
5. 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; and 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 Sections 3-126-3 and 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, High Technology Development Corporation, Department of Business, Economic Development & Tourism, 2800 Woodlawn Drive, Suite 120, Honolulu, Hawaii 96822.

#### **D. CONTRACT EXECUTION**

The successful Offeror receiving award shall enter into a formal written contract.

No work is to be undertaken by the Contractor prior to the effective date in the contract. HTDC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official effective date.

## SPECIAL PROVISIONS

Services to be provided by the successful Offeror shall be in accordance with this RFP, including the special provisions in this section, the scope of work specified herein and the General Conditions, included by reference and available at 2800 Woodlawn Drive, Suite 120, Honolulu, Hawaii, 96822. The following certificates should be applied for and submitted to the purchasing agency by the successful Offeror 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.

### A. TAX CLEARANCE

Chapter 237, HRS, tax clearance requirement for award and final payment. Instructions are as follows:

1. The successful Offeror shall be required to obtain a current tax clearance from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) prior to entering into a contract with HTDC and again to receive final payment.
2. Pursuant to Section 103D-328, HRS, the successful Offeror shall be required to submit a current tax clearance certificate issued by the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) prior to entering into the contract and again to receive final payment. 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 HTDC.
3. The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION Form A-6* (Rev. 2009) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:
4. DOTAX Website (Forms & Information): [http://www6.hawaii.gov/tax/a1\\_1alphalist.htm](http://www6.hawaii.gov/tax/a1_1alphalist.htm)  
  
DOTAX Forms by fax/mail: (808) 587-7572  
(800) 222-3229
5. 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 HTDC. However, the tax clearance certificate shall be submitted to HTDC.

### B. ADDITIONAL CERTIFICATIONS

1. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:
  - a. Pursuant to Section 103D-310(c), HRS, the successful Offeror shall be required to submit a certificate of compliance issued by the State of Hawaii 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 HTDC.



- b. 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 <http://hawaii.gov/labor/forms> or at the neighbor island DLIR District Offices. The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to HTDC.
  2. Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Instructions are as follows:
    - a. The successful 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 (6) months from date of issue and must be valid on the date it is received by HTDC.
    - b. 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.
    - c. On-line business registration and the certificate are available at <http://hawaii.gov/dcca/breg/>. To register or to obtain the certificate by phone, call (808) 586-2727, Monday-Friday, 7:45 a.m. - 4:30 p.m. (HST). Offerors are advised that there are costs associated with registering and obtaining the certificate.
  3. Certification of Compliance for Final Payment.

In addition to a tax clearance certificate, an original "Certification of Compliance for Final Payment" Form **SPO-22**) is required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select in Quicklinks "Forms for Vendors/Contractors/Service Providers."

### C. HAWAII COMPLIANCE EXPRESS

Alternately, instead of separately applying for these paper certificates at the various state agencies, 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 vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, 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 prior sections.

### D. SUBCONTRACTING

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

### E. 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 HTDC.

#### **F. 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.

#### **G. WAIVER**

The failure of HTDC 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 HTDC's right to enforce the same in accordance with this contract.

#### **H. ADDITIONS, AMENDMENTS AND CLARIFICATIONS**

1. Approvals. Any contract arising out of this offer may be subject to the approval of the State of Hawaii Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.
2. Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of HTDC.

COVER LETTER

WEB PROGRAMING AND CONTENT MANAGEMENT SYSTEM DEVELOPMENT SERVICES  
STATE OF HAWAII  
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT & TOURISM  
HIGH TECHNOLOGY DEVELOPMENT CORPORATION  
RFP-11-001-HTDC

Procurement Officer  
High Technology Development Corporation  
Department of Business, Economic Development & Tourism  
State of Hawaii  
2800 Woodlawn Drive, Suite 120  
Honolulu, Hawaii 96822

Dear Madam:

The undersigned has carefully read and understands the terms and conditions specified in the RFP 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 \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

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

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_  
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: