

STATE OF HAWAII

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

May 5, 1999

ADDENDUM 1
TO
RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace pages i-v, Table of Contents, to correct page numbers in Part 2 of the RFP.
2. Replace page 8 (Final March 25, 1999). The following changes have been made to significant dates:
 - A. The Response to Offeror's Written Inquiries date has been extended to May 5, 1999;
 - B. New significant dates were added for Deadline for Additional Written Inquiries to May 7, 1999 and Response to Offerors' Additional Written Inquiries to May 12, 1999;
 - C. The deadlines for Proposal Due is changed from May 19, 1999 to May 21, 1999.
 - D. The deadlines listed for 5 Compliance Review is changed to May 21 – May 26, 1999; and
 - E. The deadline for Notices of Compliance is changed to May 28, 1999.

See attached revision page.8.

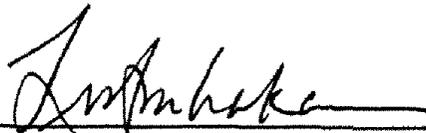
3. Replace page 9, Section 2.6 Authorization to Utilize Another Methodology (Final March 25, 1999), first sentence is amended to state "If Offeror plans to use a methodology other than SDM/Structured for Part 1 of the proposal in reply to this RFP, ..." and a new sentence should be inserted after the amended first sentence to state "If Offeror plans to propose Part2, Task 12, no request to use a methodology other than SDM/Sturctured need be submitted because Task 12 alone is not a development task.
4. Replace page 11 (Final March 25, 1999), Section 2.9.1 to correct the title to Transmittal/Offeror's Letter and Section 2.9.2 to "Offeror's Letter – Same as Transmittal/Offeror's Letter" and to correct language in each section to clarify that only one letter is required.

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5. Replace page 12, Section 2.9.4.2 (Final March 25, 1999), to restate the title as "Required Proposal (Transmittal/Offeror's) Letter" and to correct and clarify language within the section to clarify that only one letter is required.
6. Replace page 15, Section 2.9.4.7 Price (Final March 25, 1999), to delete the second sentence that states "All proposals will be submitted on the forms included in this RFP."

Note all pages have been printed and included in this addendum for **2 PROPOSAL PREPARATION** (pages 6 – 21) (Final March 25, 1999). Because of repagination and some reformatting that occurred in correcting/clarifying some sections

7. Replace page 26, Section 3.6.1.11 (Final March 25, 1999),- now page 25 attached -to delete all wording after "scanner" (200 double sided documents a day specification).
8. Replace page 33, Section 3.10 IMPLEMENTATION PLAN (Final March 25, 1999),- now page 32 attached - to correct and clarify all language describing parts of the RFP and proposal as related to preparation of an implementation plan.
9. Replace page 35, Section 3.11 WORK PLAN (Final March 25, 1999), paragraph 2, - now page 34 attached - to correct and clarify language that describes Part 1 and Part 2 Tasks as related to preparation of a Work Plan.
10. Replace pages 54 and 55 (Final March 25, 1999) Sections 3.20.10, 3.20.11, and 3.20.12 – now pages 52 and 53 attached - regarding acceptance testing for those tasks.
11. Replace Appendix G Addendum Log to add Addendum 1 record.
12. See attached replies to all potential offeror's questions required by Section 2.3 Significant Dates as Response to Offeror's Written Inquiries.



Lester M. Nakamura, Administrator
Information and Communication Services Division

**RESPONSES TO WRITTEN INQUIRIES
REGARDING RFP NO. ICS-FY-99-052**

1. Question: (RFP) Section 3.5.12 The RFP is unclear as to precisely what type of data analysis is required. Is this a request for statistical data on the type of documents accessed?

Answer: Section 3.5.12, which is Data Migration, is not a proper reference. However, we believe reference should be to Section 3.5.11 Data Analysis.

The data analysis required is that the BOC must have access to the entire database for any data analysis it may need to perform.

2. Question: (RFP) Section 3.5.13 What kinds of "external sources" will we need to support in the proposed system?

Answer: Believe this question relates to Section 3.5.12. Data Migration, External sources such as indexes currently on CD or from microfiche; images on microfilm and LCATS historical data will need to be supported in the new system.

The data migration should analyze the existing manual and automated systems processing and data structures, as well as existing system flow charts. The vendor is expected to interview end users and gather data as appropriate to design a logical and physical migration of data so that the BOC can compare results/data between the old and new systems.

3. Question: (RFP) Section 3.6.1.1 Will remote stations include scanning hardware, or will they initiate scanning via hardware located on a central server?

Answer: The remote stations will not require scanning hardware. The remote stations refer to stations outside the bureau that can access information on images stored on BCIS.

4. Question: (RFP) Section 3.6.1.10 What type of bar code is required (if any), and what information will it be conveying?

Answer: The RFP requests a label similar to what is included in our workflow information. It is shown on the last page. Initially, the system should be able to read the labels to capture information without manual inputting. Vendor will

propose how the label will generated and what information will be stored by bar codes. The system should also provide for expansion of readable fields.

5. Question: (RFP) Section 3.6.19 What is the largest possible "oversized" map that BOC expects to scan?

Answer: A lot of our older maps on linen tracing are 4 feet wide and range from 4 feet to 15 feet in length.

6. Question: (RFP) Section 3.6.3.17 Will users of the proposed system design custom reports and queries, or will this be handled by BCIS technical personnel?; What information will these reports and queries need to address?

Answer: Information on LCATS can be accessed by modem through Hawaii FYI connection. Title companies, attorney offices, Land Court, County offices, and banks access LCATS from their respective offices.

7. Question: (Section) 2.9.1 Transmittal Letter (page 11)
(Section) 2.9.2 Offeror's Letter (page 11) and
(Section) 2.9.4.2 Required Proposal Letter

Is the following interpretation correct?

Two (2) letters are required with the proposal. The Offeror's Letter (2.9.2) is the same as the Proposal Letter (2.9.4.2). The format for this letter is specified in Appendix A, pages 26-28, with the subject "Proposal/Transmittal Letter". The Transmittal Letter (2.9.1) is a separate business letter to be submitted on corporate letterhead and should also include statements from each subcontractor (if any).

Answer: Your interpretation is incorrect in that only one letter from the prime contractor and a statement from each subcontractor (if any) is required. The letter submitted must be formatted on the bidders' letterhead and the format/content sample is in Appendix A, pages 26-28. The BOC/ICSD apologizes for the confusion and corrected RFP pages are included in this addendum.

8. Question: (Section) 1.3 (Third bullet) states Retain the current ability to permit remote access to LCATS subscribers (page 2)
(Section) 1.3.d Install hardware and software for current LCATS remote users (page 16)
(Section 3.2) Retain the current ability to permit LCATS access to subscribers

What remote access is currently available for LCATS? From where? Who are the subscribers?

Answer: Information on LCATS can be accessed by modem through Hawaii FYI connection. Title companies, attorney offices, Land Court, County offices, and banks access LCATS from their respective offices. See reply to question 6 above.

9. Question: (Section) 3.10.6 Task 6 Enable Remote Access to Text Data
(Section) 3.10.7 Task 7 Enable Remote Access to Image Data
The primary focus is to continue the currently approved connections and add other locations the BOC operates or will operate. This shall include the capabilities and requirements identified in Section 3.9 REMOTE ACCESS REQUIREMENTS.

Is the following interpretation correct? Tasks 6 and 7 include remote access to the BCIS for both Regular and Land Court documents from existing remote BOC sites on Oahu and other islands. These remote sites will access the BCIS for inquiry and printing only (no recording, indexing, etc.).

Who will access the BCIS from these remote sites – BOC staff, public, or both?
What connectivity is now in place from these remote locations?
Where are the current remote locations?
What additional remote locations are planned?
Will this remote connectivity be replaced by the Internet access described in (Section) 3.10.8 – Task 8 and (Section) 3.10.9 – Task 9 (pages 34 & 35)?

Answer: Is our interpretation correct? Yes.

Who will access the BCIS from these remote sites? **General public.**
What connectivity is now in place from these remote locations? **None.**
Where are the current remote locations? **None.**
What additional remote locations are planned? **Neighbor islands.**
Will this remote connectivity be replaced by the Internet access described in (Section) 3.10.8 - Task 8 and (Section) 3.10.9 (pages 34 & 35)? **Not determined.**

10. Question: (Section) 3.11.1 Task 1 Work Plan (PART 1) (page 36)

Does this task include network installation by the offeror?

Answer: Yes, per “not limited to” language. Also, the BOC network should be attached to the DLNR backbone for easier file and print administration. The task would also allow BOC to access statewide email and Internet.

11. Question: (Section) 2.9.4.7 Price (page 15) “...All proposals will be submitted on the forms included in the is RFP.”

Are there specific forms to be used for pricing?

Answer: No. Pricing must conform to breakdowns required in the RFP but no specific format or form is supplied for this purpose. See corrected Section 2.9.4.7 included in this addendum.

12. Question: (Section) 2.9.4.7 Price
- f. Extend Remote Access to BCIS Text (page 16)
Acquire data communication circuits to designated sites
 - g. Extend Remote Access to BCIS Images (page 17)
Acquire data communication circuits to designated sites

What are the designated sites?

Answer: Remote access sites are not determined but are expected to be at least one per neighbor island.

13. Question: (Section) 3.5.2 Is there any infrastructure for a LAN/WAN in place today? Routers, Hubs, T1 lines, etc?

Answer: Various LANs have been installed throughout the Department. The BOC does not have a LAN. The system infrastructure should be based on State and ICSD policies and the RFP requirements. The WAN that exists is the HAWAIIAN. The ICSD Networking Branch has information on HAWAIIAN and expansion plans, which should be investigated by the Contractor.

14. Question: (Section) 3.5.3 If a UNIX server is mandated and there needs to be one operating system, are Windows 9x machines acceptable for clients?

Answer: The UNIX server required is the host server; client workstations are to be configured by vendors in their proposals.

15. Question: (Section) 3.5.4
- a) If Dell Optiplex machines are currently being used, will additional exact models be available in the future? If not, will a newer Optiplex model be sufficient to satisfy this constraint?
 - b) What scanners are currently in use by the BOC? Please provide the model and quantity.

Answer: a) The technology proposed should be able to run even if new technology & hardware is upgraded in the future. b) None.

16. Question: (Section) 3.5.5 What is the general level of computer proficiency of both the users and the systems administrators?

Answer: **Users: Moderate; Systems Administrators: (assumed to be at ICSD) High**

17. Question: (Section) 3.5.6 What are the banking redundancies used to establish the baseline?

Answer: **The banking industry generally has excess capacity and double line volume to assure constant up time for their networks that operate 7 days a week, 24 hours a day for ATM access. The BOC seeks to have the same.**

18. Question: (Section) 3.5.8 What are the generally accepted ideas on how to compensate compliance?

Answer: **The system must be based on the schedule of fees established by the BOC.**

19. Question: (Section) 3.5.12 What are the external sources of data and what are the data formats?

Answer: **See response to question 2 above regarding external sources of data. Data formats are part of existing system documentation. Data formats/layouts (about 100 pages of data documentation as it exists today on the LCATS (Wang) system can be made available upon request.**

20. Question: (Section) 3.5.13 Describe the type of old technology that needs to interface with the new.

Answer: **The current technology is the Wang VS mini-computer, using the Wang database and developed primarily in Speed II, a third-party application builder and on the Unisys platform. See responses to questions 6, 8, and 19 above. We are not sure what you mean by interface since the intent is to acquire a new system and interface is needed only as proposed to migrate/convert old to new.**

21. Question: (Section) 3.5.16 What levels of UNIX security measures are in place today?

Answer: **None. Offeror is to propose security options.**

22. Question: (Section) 3.5.17 What are the peak activity periods, local holidays, vacations that need to be planned around?

Answer: **The BOC has experienced peak periods at the last five work days of a month, at intervening weekends, and at the end of a quarter.**

23. Question: (Section) 3.6.12 What procedures comprise the BOC's current microfilm capture?

Answer: We believe the reference should be to (Section) 3.6.1.2. The BOC microfilms daily – see Appendix J, a-g.

24. Question: (Section) 3.6.1.7 What are the State of Hawaii's legal requirements for image storage and retrieval?

Answer: The BOC is unable to provide an appropriate answer. Currently, the BOC has maintained a complete library of ALL microfilm which contains recorded documents from the initial recording in 1859.

25. Question: (Section) 3.6.4.9 This implies an OCR capability. Is this a requirement, and if so, to what degree?

Answer: Vendor is to propose as needed.

26. Question: (Section) 3.7.1 How many locations are anticipated and what are the volumes of access? (recording, retrieval)

Answer: Projected to have at least one remote site per neighbor island. Remote sites are expected to provide inquiry only to the public.

27. Question: (Section) 3.7.3 How many scanners does the BOC currently have? If none, how many stations would need them?

Answer: None. Vendor is expected to propose an appropriate number of scanners.

28. Question: (Section) 3.9 How many remote users do you anticipate?

Answer: If our interpretation of the question is correct, we plan for 10-30 concurrent users to be able to access the BCIS.

29. Question: (Section) 3.10.1 What are the general requirements of the proposed LAN for the BOC? Does the BOC currently have high speed data telecommunications access to the other islands?

Answer: See response to question 10 above. The BOC does not have high-speed data telecommunications access to the other islands.

30. Question: (Section) 3.10.2 How many back images need to be converted? How many

rolls of film, images per roll, quality of film, simplex, duplex, white on black or vice versa?
Can the conversions be done off island?

Answer: The BOC desires to have 10 years, or approximately two million images, backloaded. See questions/responses to 47 – 66 below.

31. Question: What are the number of documents that are recorded by Land Court and the Regular System per day and per year? In (Section) 3.6.11 it states 200 per day but it does not break it out.

Answer: The BOC records approximately 300,000 documents per year; daily number of documents is not readily available. Section 3.6.11 has been amended by this addendum; double sided documents are not 200 and the number is not available.

32. Question: In (Section) 3.9.4 and other places in the RFP it talks about remote access. What functions other than access to images and data are to be performed at these sites?

Answer: Remote sites are expected to have inquiry access only.

33. Question: What is the number of users at each site and what are their functions as per (Section) 3.7.3?

Answer: The BOC estimates 15-65 public access users and approximately 50 in house users.

34. Question: What is the number of microfilm pages that need to be converted?

Answer: See response to question 28 above.

35. Question: (Section) 3.5.12 calls for the integration of current data into the new system. What is the number of records to be converted and are the file layouts available?

Answer: An estimate of number of records is not available. See response to question 19 above regarding file layouts, and to questions 6 and 8 regarding the existing LCATS system.

36. Question: (Section) 3.6.4.5 talks about scanning plats – should a wide format scanner and plotter be configured as part of our proposal?

Answer: Yes.

37. Question: (Section) 3.6.4.5 talks about templates for scanning. Does the BOC want an OCR engine as part of the scanning model? Does some standard documents exist?

Answer: **We believe the reference should be (Section) 3.6.4.9. Yes. No standard documents exist.**

38. Question: (Section) 3.6.1.12 talks about the requirements for optical disk but it also states that 15 seconds response is a requirement even for remote sites. Is an all-magnetic raid solution acceptable?

Answer: **An all magnetic RAID solution is acceptable if our understanding is correct that magnetic image mirrors optical (jukebox) disk.**

39. Question: What is total number of workstations and printers required for this RFP?

Answer: **Workstations: approximately 65; Printers: subject to vendor proposal.**

THE FOLLOWING QUESTIONS RELATE TO APPENDIX J:

40. Question: Pages 2 & 3: Documents times and numbered:

1. In changing the Date and Time (a-1) are there rules around how far the time/date can change from the present date and time? Can the time/date be changed into the past?

Answer: **Date and time options are subject to vendor proposal.. There are no "rules" at present.**

2. Where is the "bad check list" maintained?"

Answer: **This is a separate process at present. Vendor is expected to propose the maintenance of bad check data within the system and recommend value as appropriate.**

3. Single label with multi numbers (a-6) – Is there a limit to the number of document numbers on a label? Are multiple labels printed if there are too many numbers to fit on a label?

Answer: **Four: 2345544 to 2345547 or 1999-012345 to 1999-012348.**

4. (a-16) Labels will be laser printed from workstations. Is it required to use laser printers or can other devices be used?

Answer: **The BOC requires laser printers to be used for a label printing.**

5. There are different numbering schemes (LCO, DEC, and Regular). What is the numbering schemes for each of these?

Answer: **LCO: Seven (7) digit field to continue running from number 1.**

DEC: Six (6) digit field.

Regular: Four (4) digit field for year, i.e. 1999, hyphen followed by a six (6) digit field for the document number, i.e. 1999-023456. Year will be changed annually.

6. (a-6 through A-10) Certificates?

Answer: **Certificates are issued in Land Court. Currently issuance is in the 500,000 series. Certificates have been issued since 1903.**

7. How is the Hurricane Relief Fund calculated and for what document types is it charges (charged)?

Answer: **The Hurricane Relief Fund is charged on mortgages and any amendments to mortgages that increases the liability amount. The fee is calculated on 1/10 of 1% of the loan amount to the nearest penny**

41. Question: Page 8: (h-4) Job Number? Please explain what this is and how it is used.

Answer: **This is a data element of the Title companies who code to identify transactions.**

Questions: Page 11:

1. Marital Status – Track Record does not track but we have an Additional Party Search.

Answer: **Marital status reference is not intended to create a search module. Marital status reference relates to the status of grantors and grantees.**

2. What kind of Remote Access is required, Internet, dialup, or both?

Answer: **Internet only; dialup is not acceptable.**

42. Questions: Page 13:

1. (b-1) names will appear in CAPS and be character case sensitive. Could you explain further?

Answer: **Lower case or CAPS are recognized.**

2. (b-4) Difference between "h" and "ho", "w" and "wo".

Answer: **"Husband" and "husband of"; "wife" and "wife of"**

43. Question: Page 15: What is the screen trying to show and how would this be used?

Answer: **There are documents recorded affecting multiple certificates. Currently, certificates have to be pulled individually to note the encumbrance. This is intended to be able to type all the certificates (and respective apartments) affected, enter and the information would be placed on the respective certificates.**

44. Question: Page 17: The "RUSH" desk. Is rush an extra fee or just a request? Are rushed documents kept track of?

Answer: **The "rush desk" handles any request for fast service: copy or other research/find help. There is no fee at present and activity is not tracked but such may be proposed.**

45. Questions: Page 21:

1. Number 1: The information will be downloaded to title plants. Are they going to license the vendor application or does the export need to be customized for their systems? What kind of downloading will take place (i.e. BBS, Remote Access, FTP)?

Answer: **The title plants presently receive magnetic tapes of BOC data which is customized as needed by title plants. Vendor is expected to propose cost effective download media and methods.**

2. Number 4: What kind of remote access is required for this purpose?

Answer: **See reply to #1 above.**

3. Number 5: What does it mean by "Enhanced"?

Answer: **Vendor is expected to propose a cost-effective method of searching**

records based on search modules shown.

4. Is the last page an example of certificates?

Answer: **The last page of Appendix J is a sample Label.**

THE FOLLOWING QUESTION RELATES TO THE GENERAL CONDITIONS:

46. Question: If necessary, will the State be open to negotiate such terms and conditions that would be mutually acceptable to both parties?

Answer: **In general, the terms and conditions in the General Conditions are legal requirements of the State for all contracts. Each term or condition change proposed by the vendor is an exception which must be considered by the Attorney General.**

FOLLOWING ARE CONTINUED QUESTIONS RECEIVED FROM VENDORS:

47. Question: On the rolls of film, are the leader and trailer lengths less than two feet long?

Answer: **Longer.**

48. Question: If the trailer is less than two feet, are there trailer holders in the reels?

Answer: **We have no trailer holders in our reels.**

49. Question: What is the total roll count and estimated image count of the first 5 year period and the second 5 year period?

Answer: **We estimate there are approximately 2000 reels per 5 year period with 1,000,000 images.**

50. Question: What reduction ratios were used during each of the periods? If more than one, how many rolls were filmed at each ratio?

Answer: **Reduction ratio of 25x and 29x are used. As to the number of rolls per reduction, we have no idea.**

51. Question: What is the pull-down on film?

Answer: **Unable to respond. No understanding of what you are referring to.**

52. Question: What is the distance between frames and is it consistent throughout the collection?

Answer: **Not certain how this would be determined. If the distance between frames is determined by the camera used, we don't have any idea what that distance is, and we have changed cameras over the years.**

53. Question: Will the film to used in the conversion be silver or diazo?

Answer: **Silver.**

54. Question: What generation will the conversion film be?

Answer: **Duplicate of the original reel.**

55. Question: Are there physical splices present in the film to be used? If so, what type (prestoseal, overlap, utrasonci, etc.)?

Answer: **Yes, prestoseal.**

56. Question: Has the film been scratched or damaged from use?

Answer: **Not aware of any damage.**

57. Question: What is the State's assessment of the quality of the images on the film?

Answer: **The State has no assessment standards to rate the quality of the films.**

58. Question: How consistent is the location of the documents on the clipboard?

Answer: **Above average consistency.**

59. Question: Where are re-takes spliced into the film? What happened to the original frame?

Answer: **Re-takes are spliced at the end of the reel and holes are punched in the original frames.**

60. Question: If a single page needed to be re-shot, was the entire document re-shot and spliced in or just the single page?

Answer: **In a re-shoot, the entire document is re-shot and spliced into the film.**

61. Question: Is index based on book and page or document number or both?

Answer: **Both.**

62. Question: Is there a unique number on each frame? Should it be included in the scanned image?

Answer: **Not aware of unique numbering on frames and unable to comment on whether it should be included or not. Please advise purpose for special number and impact if it is not used in your proposal.**

63. Question: Are the pages of documents labeled as 1 of 3, 2 of 3, 3 of 3?

Answer: **No.**

64. Question: Can we have access to the State's on-line index for the filmed documents to be converted?

Answer: **Our indexes are NOT on-line.**

65. Question: The paper scanning resolution requirements in Section 3.6.1.22 state a minimum of 200 dpi and 300x400 dpi depending on document content and font size. What scanning resolution will be required for the microfilmed documents?

Answer: **Would it not be appropriate to have comparable resolutions for both?**

66. Question: Are there any particular document cropping requirements or tolerances?

Answer: **No, However, deliverables should reflect consistently centered images.**

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2.1 REQUEST FOR PROPOSALS PREPARATION OVERVIEW

This section describes this RFP's procurement process. The process is authorized by and closely follows the process established in Subchapters 5 and 6 of Chapter 3-122, Hawaii Administrative Rules (H.A.R.) implementing Chapter 103D Hawaii Revised Statutes (HRS). 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 a representation and certification of such knowledge on the part of such Offeror.

The procurement process begins with the issuance of the RFP, the formal response to any written questions or inquiries regarding the RFP, and the submittal of intents to propose. Changes to the RFP will be made only by Addendum on a replacement page basis with modifications or alterations identified by change identifiers (e.g., numbers or letters) along with the revision date. **Offerors who plan to use a methodology other than the State's SDM/Structured, must submit a written request.**

The next major phase involves the preparation and submittal of the Proposal. Each Offeror may submit only one (1) proposal. Alternate proposals will not be accepted. The Proposal must be submitted in a sealed envelope. Each Proposal will be reviewed to determine whether it is in compliance with the RFP's requirements as to form and content. Those Offerors who fail to meet the Compliance Review (see Appendix E, PROPOSAL COMPLIANCE REVIEW) will be (1) mailed a Notice of Compliance Disqualification, by certified mail, return receipt requested on the date specified in Section 2.3, SIGNIFICANT DATES, and (2) disqualified from further consideration for this project.

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

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

- There is evidence of collusion among Offerors, in which case all proposals and Offerors involved in the collusive action will be rejected.
- The Offeror has shown a lack of responsibility and cooperation as demonstrated by past work.
- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make it incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into an agreement pursuant to an award, or has provisions contrary to those required in the solicitation.

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- The proposal is delivered after the deadline specified in the timetable.

Those Proposals that satisfy the criteria in Section 2.14, PROPOSAL COMPLIANCE REVIEW, shall be classified as "acceptable" and substantively reviewed by the PRC. If there are more than five "acceptable" Offerors, then the PRC shall rank order all the Proposals by issuing preliminary scores for each Proposal. A priority list of all Offerors by PART shall be established. The three (3) Offerors who received the highest preliminary scores will be the Priority Listed Offerors. The Priority Listed Offerors by PART may be invited to discuss their proposals with the PRC. The PRC reserves the right to expand the discussion list if it is determined that expanding the list is in the best interest of the State. The PRC will notify the Priority Listed Offerors in writing if the list is to be expanded.

Following any discussions, the top three (3) Priority Listed Offerors by PART will be invited to submit their Best and Final Offer. The PRC reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors by PART prior to the submission of the Best and Final Offer, should that prove necessary.

After receipt and review of the Best and Final Offers, the PRC will make its recommendation by PART to the Procurement Officer. The Procurement Officer will award the contract to the Offeror whose proposal for each PART is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set in Section 2.15, SUBSTANTIVE EVALUATION.

The PRC and the Department reserve the right to determine what is in the best interests of the State for purposes of reviewing proposals submitted in response to this RFP. The PRC will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement effort. The Department also reserves the right to cancel this solicitation or reject offers in whole or in part when it is in the best interest of the purchasing agency as provided in Subchapter 11 of Chapter 3-122, H.A.R.

The RFP and all addenda, and the Proposal will become a part of the contract.

2.2 PROPOSAL DUE DATE

The Proposals are due at the Procurement Officer's address no later than the date and time specified for Proposal Due in Section 2.3, SIGNIFICANT DATES.

Proposals must be delivered by that date and time to the Contact Person specified in Section 2.4, PROCUREMENT OFFICER AND CONTACT PERSON. The official time shall be that recorded on the Contact Person's time stamp clock. Proposals received earlier will be held unopened. Late Proposals will be rejected and returned unopened.

Proposals that do not comply with the requirements shall not be considered and shall be returned to the Offeror with a letter explaining the reasons for its return. These requirements apply regardless of whether a Proposal is mailed or hand-delivered.

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PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1998
Deadline for Request to Utilize Another Methodology	April 19, 1998
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1998
Response to Offerors' Written Inquiries	May 5, 1998
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Proposal Due; 10:00 a.m.	May 21, 1999
Compliance Review for Proposals	May 21 to May 26, 1999
Notices of Compliance Qualification or Disqualification Mailed	May 28, 1999
Selection of Priority Listed Offerors	June 15, 1999
Discussions (if any) with Priority Listed Offerors	June 21 June 26, 1999
Best and Final Offer Due; 10:00 a.m.	July 6, 1999
Contractor Selection	July 20, 1999
Estimated Date of Contract Issuance	July 30, 1999
Estimated Start Date	August 2, 1999
Work Plan Presentation for PART 1	August 23, 1999
Work Plan Presentation for PART 2	August 24, 1999
Final Work Plan Submission for PART 1	August 30, 1999
Final Work Plan Submission for PART 2	August 31, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	July 30, 1999 to March 31, 2000
Estimated Completion Date all Phases	December 31,2000
Estimated Completion: Post Implementation Support	December 31, 2004

2.4 PROCUREMENT OFFICER AND CONTACT PERSON

This RFP is issued by the Department of Accounting and General Services.

The Procurement Officer for this RFP will be responsible for overseeing the contract, including monitoring and assessing contractor performance.

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The Procurement Officer for the agreement is:

Barbara Tom, Data Processing Systems Manager
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Rm. B10
Honolulu, Hawaii 96813

Telephone (808) 586-1920 FAX (808) 586-1922

The Contact Person's name, mailing address, and phone numbers are:

Carl Watanabe, Deputy Registrar
Bureau of Conveyances
Department of Land and Natural Resources
1151 Punchbowl Street, Rm. 122
Honolulu, Hawaii 96813

Telephone (808) 587-0120 FAX (808) 587-0136

2.5 INTENTION TO PROPOSE

All Offerors are required to submit a Letter of Intent to the Procurement Officer by the date and time specified in Section 2.3, SIGNIFICANT DATES. See Appendix A, LETTER OF INTENT, for the suggested format. If a Letter of Intent is not received, a vendor will NOT be considered a prospective Offeror. Letters of Intent may be submitted via facsimile machine, mailed, or delivered in person. Updates to the RFP and responses to written inquiries will be in writing and will be mailed to all prospective Offerors who have submitted a Letter of Intent. Submitting a Letter of Intent does not bind the prospective Offeror to submit a Proposal nor does non-submittal of a Letter of Intent prevent any prospective Offeror from submitting a proposal. The Letter of Intent is a vehicle used by the State to identify prospective offerors for distribution of RFP information and for planning the work and schedules for proposal reviews by the PRC.

2.6 AUTHORIZATION TO UTILIZE ANOTHER METHODOLOGY

If Offeror plans to use a methodology other than SDM/Structured for Part 1 of the proposal in reply to this RFP, a written request must be sent to Procurement Officer by the deadline in Section 2.3 SIGNIFICANT DATES. If Offeror plans to propose Part2, Task 12, no request to use a methodology other than SDM/Structured need be submitted because Task 12 alone is not a development task.

Authorization will be granted if the proposed methodology can be shown to contain complete instructions and guidelines for developing information systems under a phased deliverable approach such as described by SDM/Structured or as compressed by common information engineering methods to Planning, Analysis, Design, Construction, and Audit phases. The proposed methodology must define tasks, activities and deliverables with clear guidelines and

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quality controls for each to assure that all relevant issues, problems, functions, data, processing, and control objectives are met by the deliverable system and its documentation.

The proposed methodology shall be fully described and a cross-reference of the tasks, activities, and deliverable document contents between the proposed methodology and SDM/Structured shall be provided. A sample work plan, deliverable document Table of Contents, and detail descriptions and guidelines for sample tasks and activities is to be submitted for Procurement Officer review.

The Procurement Officer will complete its review and reply in writing to the requester within ten (10) working days after the request is received.

If Offeror is awarded the contract and does NOT receive authorization to utilize another methodology, then Offeror must comply with the SDM/Structured Methodology.

2.7 WRITTEN INQUIRIES

Written inquiries concerning this RFP shall be submitted to the Procurement Officer at the Procurement Officer's address no later than the date and time specified in Section 2.3, SIGNIFICANT DATES. No Offerors' conference will be held.

Written inquiries must be received, not simply postmarked, by the Procurement Officer by the deadline specified. Written inquiries must state the page, paragraph, and line or sentence to which the question relates.

All written inquiries received by the Deadline for Written Inquiries specified in Section 2.3, SIGNIFICANT DATES, shall receive a written response that will be mailed to each Offeror who has submitted a Letter of Intent. No written responses will change the RFP or its requirements unless issued as an addendum to the RFP and become, thereby, part of the RFP.

2.8 AVAILABLE DOCUMENTATION

The following documents are on file with the Procurement Officer. Prospective Offerors wishing to examine any of these may do so by making arrangements with the Procurement Officer:

- SDM/Structured Reference Manuals
- Statewide Standards Manuals
- Computer and Telecommunications Strategic Plan

2.9 PROPOSAL CONTENT

This section prescribes the standard format for a Proposal submitted in response to this RFP. The standard format will make it easier for the PRC to review, compare, and evaluate Proposals, and to check to see whether the minimum requirements are met by each proposal. The format is not an attempt to limit the content of a proposal in any way. The Offeror may include any additional data or information that is deemed pertinent to this RFP. However, a

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2 PROPOSAL PREPARATION

proposal should be prepared simply and economically, providing a straightforward and concise delineation of the Offeror's ability to satisfy the requirements of this RFP.

2.9.1 Transmittal/Offeror's Letter

A Transmittal/Offeror's Letter shall be attached to the Proposal. The Transmittal/Offeror's Letter shall be in the form of a standard business letter on official business letterhead and shall be signed by an individual authorized to legally bind the Offeror.

2.9.2 Offeror's Letter – Same as Transmittal/Offeror's Letter

The Offeror's Letter, otherwise titled Transmittal/Offeror's Letter, shall include:

- a. A statement indicating that the Offeror, and its subcontractors, if any, are corporations or other legal entities. If they are other legal entities, the form of legal entity shall be disclosed, e.g., partnership, joint venture, etc.
- b. A statement that the Offeror and its subcontractors, if any, are or will be registered to do business in Hawaii and will obtain State General Excise Tax Licenses by the start of the work.
- c. A statement acknowledging that all addenda to this RFP have been received by the Offeror. If no addenda have been received, a statement to that effect shall be included.
- d. A statement that the Offeror's Proposal and the prices listed in the Proposal are firm and shall remain so throughout the Contract period.

2.9.3 Subcontractor's Statement

If subcontractors will be used, a statement from each subcontractor must be appended to the Transmittal Letter, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor.
- b. The subcontractor's willingness to perform the work indicated.

2.9.4 Proposal

2.9.4.1 Introduction

When an Offeror submits a Proposal, it shall be considered a complete plan by PART for accomplishing the tasks described in this RFP and for accomplishing any supplemental tasks the Offeror has identified as required to successfully produce the deliverables. The Offeror's plan must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP, for each PART proposed including all contractual services for each PART proposed.

The person signing the proposal for the Offeror shall initial any and all corrections to the Proposal in ink. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

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All Proposals will remain confidential until all parties execute a contract. Thereafter, the winning Proposal will be made public except for those sections, which the Offeror considers, and the State agrees, to be trade secrets or proprietary material. All unsuccessful Offeror's Proposals shall be a part of the contract file and available to public inspection.

The Proposal shall include the parts explained in Section 2.9, PROPOSAL CONTENT of this RFP and shall use the same section titles for identification purposes.

The Proposal shall be organized as follows:

- Section I: Proposal and Transmittal Letters
- Section II: Executive Summary
- Section III: Project Approach, Work Plan and Schedule
- Section IV: Organization and Staffing
- Section V: Offeror Background and Experience
- Section VI: Price
- Section VII: Certification
- Attachment A: Staff Resumes
- Attachment B: Staff References
- Attachment C: Offeror's Financials
- Attachment D: Offeror's References
- Attachment E: Subcontractor Resumes and References
- Attachment F: Technical Point Response Worksheet
- Attachment G Tax Clearance Packet
- Attachments H-Z as assigned by offeror

2.9.4.2 Required Proposal (Transmittal/Offeror's) Letter

A Proposal/Transmittal/Offeror's Letter must be:

- a. Signed by individual(s) authorized to legally bind the Offeror,
- b. Dated, and
- c. Affixed with the corporate seal, if any.

If the Offeror is a corporation, evidence in the form of a certified copy of a corporate resolution or certified copy of articles of incorporation or bylaws shall be submitted showing the individual's authority to bind the corporation. If the Offeror is a partnership or joint venture, each member of the partnership or joint venture must sign the proposal letter, or evidence, in the form of a partnership agreement or joint venture agreement must be submitted showing that the individuals signing the proposal letter have the authority to bind the partnership or the joint venture. The fully executed proposal letter must be submitted along with the technical proposal.

The proposal letter must be on the Offeror's official business letterhead. The proposal letter shall include a statement that the Offeror understands and will comply with all terms and conditions in the RFP. Also, see Section 2.9.2 on page 11.

2.9.4.3 Executive Summary

The Executive Summary shall condense and highlight the contents of the Proposal in such a way as to provide a broad but clear and understandable summary of the entire proposal.

2.9.4.4 Project Approach, Work Plan and Schedule

Project Approach:

This section shall provide a description of the entire project with the objective of demonstrating the Offeror understands the tasks involved to produce each of the deliverables. This section shall contain a description of how the Offeror proposes to carry out these tasks and why this approach was selected. It is important that this section not only demonstrates the Offeror's understanding of the requirements of the RFP, but also demonstrates an understanding of the current operation, operational environment, and functionality of the critical application systems and the reasons for selecting the proposed approaches. Therefore, the following considerations shall be included for the purpose of evaluation:

- a. The Offeror's approach and strategy for designing and implementing a comprehensive BCIS.
- b. The identification of specific and significant considerations users will need to address when migrating to the new system.
- c. The approach and strategy for addressing data migration and the implementation of BCIS without disrupting BOC operations.
- d. A delineation of any anticipated problems and proposed solutions.

Work Plan and Schedule:

This section shall include a detailed work plan for the tasks required to produce each of the deliverables covered by this RFP. (See Section 3.11, WORK PLAN.) A Work Plan is crucial to allow the PRC to gauge the Offeror's understanding of the tasks at hand.

2.9.4.5 Project Organization and Staffing

This section shall include:

The project organization chart, showing the chain of authority and responsibility of the Offeror's project personnel. All personnel to be assigned to the project are to appear on the organization chart. Names and work locations of project personnel shall be included. The total number of personnel in the organization chart is to be shown.

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Descriptive information for personnel, indicating their titles, fax and phone numbers, major areas of responsibility and location during each phase of the contract, with proposed estimates of the staff-hours to be provided by each individual.

Included in Attachment A, **STAFF RESUMES**, of the Proposal shall be a resume of each individual who appears on the organization chart. Resumes shall highlight experiences on specific projects that may be relevant to this project. Resumes should contain information relating to each person's experience, education, and skills. This should include, but is not necessarily limited to, specific degrees, dates, names of employers, position titles, and educational institutions attend.

Included in Attachment B, **STAFF REFERENCES**, of the Proposal shall be references for each individual whose resume is included in Attachment A, **STAFF RESUMES**. There shall be at least three (3) references for each individual. Each reference shall include the contact person's name, address, and telephone numbers. References shall be former employers or persons who can provide information on the individual's experience and competence.

A description of all projects previously performed by the Lead Consultant that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used. Client references, along with contact telephone numbers, shall also be provided. The Department reserves the right to contact any of the Offeror's previous clients, including client references, to assess the Offeror's quality of work performed.

If subcontractors are used, the information required in Section 2.9.4.5, **PROJECT ORGANIZATION AND STAFFING**, must also be provided for the subcontractors.

For information relating to date of employment for employees and subcontractors, see Section 3.13, **CONTRACTOR STAFFING**.

2.9.4.6 Offeror Background and Experience

This section shall include for the Offeror and each subcontractor (if any): the background of the offeror (and each subcontractor), its size and resources, details of corporate experience relevant to the project, and a list of other current or recent related projects. The proposal shall include the following:

- a. A description of projects previously performed by the Offeror that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used.
- b. Included in Attachment C, **OFFEROR'S FINANCIALS**, of the Proposal shall be the financial statements for the Offeror, preferably audited, for the previous three years. If this data is unaudited, copies of filed tax returns must be provided. As with trade secrets or other proprietary data, an Offeror may request in writing that the financial information to be kept confidential.

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Otherwise, contents of all proposals shall be made public as provided in section 3-122-58 after all parties sign a contract.

- c. Identification of litigation currently impacting the Offeror, if any.
- d. Included in Attachment D, OFFEROR'S REFERENCES, of the Proposal shall be at least three (3) recent client references. These are to include the name of the client organization; name, title, and telephone number of the contact person; date, duration and brief description of work performed for the client. By listing the references, Offeror grants the State authorization to contact these client references.
- e. Included in Attachment G, OFFEROR'S TAX CLEARANCE, of the Proposal shall be an original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Must be submitted with the Proposal. The tax clearance shall be obtained on the two-part Tax Clearance Application (Form A-6) that combines DOTAX and IRS tax clearances. Please refer to the attached tax clearance packet for the forms, Appendix A, TAX CLEARANCE PACKET.

Tax clearance submitted with a sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the Proposal due date. A valid tax clearance received with an offer will remain valid for the contract award.

2.9.4.7 Price

Offerors shall propose and identify a price as required in this section. This price will be inclusive of all federal, state and local taxes. The Proposal shall also indicate hourly costs for each of the personnel assigned to the project.

Include in the Proposal all travel to and from the Continental U.S., and living expenses, if any, required for **completion of the project**. Travel and living expenses, if any, would be in lieu of, and not in addition to, hourly costs.

This section is divided into two parts. One part (Part 1) will address all requirements and tasks defined in this RFP excluding Task 12 Section 3.10.12 (Task 1, referenced in this section), Load Back Microfilm Images. The second part (Part 2) will address only Task 12 Section 3.10.12, Load Back Microfilm Images (Task 1, referenced in this section). Offerors are permitted to submit offers for either part or both parts. The format of this section shall contain the following:

A clearly marked title page indicating PART 1, in **BOLD** type centered on this page. All subsequent pages shall be marked as belonging to PART 1 by placing "PART 1" in the upper left corner of each page belonging to this PART 1. If the Offeror is not proposing a price for this part, it should be noted on the PART 1 title page with the following in **BOLD** type centered on that page, "Offeror declines proposing a price for PART 1".

A clearly marked title page indicating PART 2, in **BOLD** centered on this page. All subsequent pages shall be marked as belonging to PART 2 by placing "PART 2" in the upper left corner of each page belonging to this PART 2. If the Offeror is not proposing a price for

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this part, it should be noted on the PART 2 title page with the following in **BOLD** type centered on that page, "Offeror declines proposing a price for PART 2".

The Offerors shall also breakdown the price of each task including a subcategory for the post implementation support. A further breakdown of the pricing structure may be requested during the Proposal Review.

The Tasks for this project are identified in Section 3.10, Implementation Plan and are summarized here. Please note that Section 3.10, requires Offerors to include additional tasks as the Offerors deem appropriate and the price for each is to be included here.

- a. Establish BOC Network
 - Install network wiring
 - Install the print and file server
 - Integrate BOC network with DLNR network
 - Individual workstations
- b. BCIS Requirements Validation
- c. Install Database/Application server hardware and software
 - Install Application software
 - Import LCATS and General Index databases (Convert or Migrate)
 - Verify database integration and application operation
- d. Install hardware and software for current LCAT remote access users
 - Integrate Imaging on BOC Network
 - Install imaging hardware and software
 - Verify network operation with imaging technology
- e. Integrate Imaging into BCIS
 - Enhance and verify BCIS operation to include Imaging
 - Confirm application function and data integrity
- f. Extend Remote Access to BCIS Text
 - Acquire data communication circuits to designated sites
 - Install and verify hardware and software
 - Text level support
- g. Extend Remote Access to BCIS Images
 - Acquire data communication circuits to designated sites
 - Install and verify hardware and software
 - Image level support
- h. Enable Public Access to Text
 - Install hardware and software
 - Establish and verify hot links to State Home page
 - Install and verify security infrastructure
 - Develop procedures to limit public access impact to BOC operation
- i. Enable Public Access to Images
 - Install hardware and software
 - Verify correct operation and network integrity
- j. Data Remediation
- k. GIS Requirements Study

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l. Load Back Microfilm Images

Loading the estimated 10 years of back Microfilm images must be proposed in two phases each dealing with 5 years.

2.9.4.8 Certification

Proposal shall include a certification that:

- a. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
- b. Unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- c. No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.

2.10 PACKAGING OF PROPOSAL

Eight (8) sets of the Proposal are required, one to be clearly marked as ORIGINAL and the others as COPY ___ of 7 COPIES. The original is to be single sided, unbound and is to be signed by the person with the authority to commit the Offeror.

The envelope of the Proposals must:

- Be Clearly marked as follows:
"SEALED PROPOSAL TO REPLACE THE LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM FOR THE DEPARTMENT OF LAND AND
NATURAL RESOURCES, BUREAU OF CONVEYANCES
SUBMITTED IN RESPONSE TO RFP-99-ICS-052"

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES,
ICSD
1151 PUNCHBOWL ST. B10
HONOLULU, HAWAII 96813

- Indicate the name, address, telephone number and FAX number of the Offeror, and,
- Be sealed.

2.11 BEST & FINAL OFFER

Following the discussions between the PRC and the Priority Listed Offerors, the Priority Listed Offerors may be asked to provide their Best & Final Offer.

If a Best & Final Offer is identical to the initial proposal, the Offeror need only send a notification stating this fact and the previous submittal will be used as the Best and Final Offer.

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2 PROPOSAL PREPARATION

The Best and Final Offer shall be in the form of a standard business letter on official business letterhead, shall indicate the Offeror's exact legal name, and shall be signed by an individual authorized to legally bind the Offeror.

The Best & Final Offer must be submitted by the date and time specified in Section 2.3, SIGNIFICANT DATES.

The Offeror is requested to use the exact legal name, as registered at the Department of Commerce and Consumer Affairs, in the appropriate space on the Proposal Forms. Failure to do so may delay execution of the contract.

The contents and format of the BEST & FINAL OFFER are identical to the PROPOSAL as specified in Section 2.9, PROPOSAL CONTENT. The Offerors shall highlight all items, which vary from the original offer.

2.12 PACKAGING OF BEST & FINAL OFFER

Eight (8) sets of the Best & Final Offer will be required, one clearly to be marked as ORIGINAL and the others as COPY ___ of 7 COPIES, the original to be signed by a person with the authority to commit the Offeror.

The envelope for the Best & Final Offer must:

- Be clearly marked:
"SEALED PROPOSAL TO REPLACE THE LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM FOR THE DEPARTMENT OF LAND AND
NATURAL RESOURCES, BUREAU OF CONVEYANCES.
BEST & FINAL OFFER"
- Indicate the name, address, telephone number and FAX number of the Offeror; and,
- Be sealed.

2.13 EVALUATION COMMITTEE

Proposals submitted by the deadline specified in Section 2.3, SIGNIFICANT DATES in response to this RFP shall be evaluated by the PRC. Any member of the PRC who finds him or herself in a conflict of interest, as defined by the Rules of the Ethics Commission, shall be immediately replaced.

2.14 PROPOSAL COMPLIANCE REVIEW

The PRC shall perform an initial evaluation of each Proposal to determine whether it complies with and is responsive to the RFP instructions. At this stage, Proposals will be reviewed for timeliness of submission, completeness, and compliance with the requirements and qualifications specified in this RFP. The Executive Summary and the Offeror Background and Experience sections will be evaluated as part of the Compliance Review. The PRC will evaluate the price and its supporting documentation against realistic contemporary prices. The

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PRC will also be evaluating the price to confirm that the total of the individual proposal item prices matches the Total Proposal Price. In case of an error in addition, the sum arrived at after adding the individual proposal items prices will govern. Offerors must include all required items for each PART proposed in order to qualify. The checklist of items is included in Appendix E, PROPOSAL COMPLIANCE REVIEW.

At this stage, the evaluation of the Proposals shall be on a "pass/no pass" basis. Those Proposals that do not comply with the requirements of the RFP will be rejected from further consideration. A Notice of Compliance Disqualification shall be sent to those Offerors whose Proposals are disqualified under this section by the date shown in Section 2.3, SIGNIFICANT DATES.

2.15 SUBSTANTIVE EVALUATION

Those Proposals that meet the requirements of the RFP during the Compliance Review shall then be evaluated according to the criteria listed below. Overall, the Proposal must demonstrate the Offeror's understanding of the issues and the ability to meet and satisfactorily produce all contractual requirements listed in the RFP for each PART proposed, including all contractual services. The price must be realistic given the work plan, and must illustrate an aggressive, competitive approach to maximizing the State's limited resources.

Each member of the PRC will rank the Proposals by how advantageous they are to the State. The PRC members will then discuss the rankings and the rationale for the positioning at evaluation meetings. When the discussions have been completed, the members will rank the Proposals independently. The individual PRC member's Proposal rankings will be averaged to determine if the proposal is acceptable, potentially acceptable or unacceptable. The three (3) Proposals with the highest average ranking will be designated as the Priority Listed Offerors.

The PRC will use the criteria defined in ICSD A-158 and A-160 as described in Appendix E, PROPOSAL COMPLIANCE REVIEW, for the substantive evaluation of the Proposals and as a basis for their ranking. The general criteria are as follows:

- Offeror background, long term system support, and reasonableness of the prices
- Creativity in the overall approach and in each task of the project
- Approach, comprehensiveness of and logic in the workplan
- Ability of the Offeror to perform based upon demonstrated experience and performance on similar projects
- Organization, staffing, and qualifications of personnel assigned to the project

2.16 NON-DISCLOSURE OF PROPOSALS

The contents of any proposal shall not be disclosed during the review, evaluation, discussion or negotiation process. Once all parties have signed a contract, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary shall be excluded from access.

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2.17 DISCUSSIONS

Discussions may be held with the Priority Listed Offerors. These discussions are intended to answer any questions the PRC may have regarding an Offeror's proposal.

The content and extent of each discussion will be determined by the PRC's evaluation of the deficiencies in each proposal. The PRC will not indicate to an Offeror a price that it must meet in order to obtain further consideration nor will the PRC advise an Offeror of its price standing relative to another Offeror. However, the PRC may inform an Offeror that its price is considered too high or unrealistic.

The PRC will attempt to disclose all deficiencies noted in the proposal. These deficiencies may include: proposed personnel that the PRC considers unqualified; unrealistically low or high pricing; unrealistically low or high estimated efforts; and questionable technical or management approaches.

The PRC will not disclose technical, managerial, or pricing solutions to noted deficiencies. The intent of the discussion is not to initiate a pricing or service auction, but rather to give the Offeror the opportunity to make the PROPOSAL as advantageous to the State as possible.

The PRC shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose, and those attending. Priority Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

If during the discussions it appears that there is a need for any substantial clarification or change of the RFP, the clarification or change shall be amended by an addendum. Such addenda to the RFP shall be distributed only to the Priority Listed Offerors. The Priority Listed Offerors shall be permitted to submit new proposals or amend those submitted. After Best & Final Offers are received, final evaluations will be conducted. The PRC will make the final recommendation to the Procurement Officer for selection of the contractor for an award.

3

SCOPE OF WORK

- 3.6.1.1 The imaging technology proposed must support both locally attached workstations and those that are remotely connected to the imaging server by telecommunications lines.
- 3.6.1.2 The proposed system must integrate the BOC's current microfilm capture procedure.
- 3.6.1.3 The proposed system must permit any BOC user, with proper hardware and software, to retrieve and view images from the proposed BCIS.
- 3.6.1.4 The Offeror's proposal must identify the hardware and software needed to adapt imaging to a variety of needs.
- 3.6.1.5 The system shall run on server hardware that can effectively and efficiently support workflow and imaging for the BOC.
- 3.6.1.6 Jukeboxes must allow for definable allocation of files so that individual platters reflect appropriate BOC retention schedules.
- 3.6.1.7 The system must meet any legal requirements for image storage and retrieval while providing the fastest access times possible.
- 3.6.1.8 The system shall support batch scanning.
- 3.6.1.9 The system shall provide effective methods for scanning and indexing long (maximum 8 1/2"x 14") documents and address the long term goal of incorporating map images.
- 3.6.1.10 The proposed system must be able to scan and recognize bar code information.
- 3.6.1.11 Offerors must include a two-sided scanner.
- 3.6.1.12 Users within the BOC shall be able to retrieve an 8 1/2" X 14" document stored on a jukebox in less than 15 seconds (disk mount time and image view time). Please include documentation for jukebox response time.
- 3.6.1.13 An image for viewers at a remote site shall be available for transmission in less than 15 seconds.

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3 SCOPE OF WORK

3.9.3 Operational Impact.

Permit secure access without impact to the daily work performed by BOC staff.

3.9.4 Neighbor Island Access.

Provide the BOC with the capability to access its primary server remotely by BOC staff from neighbor islands.

3.10 IMPLEMENTATION PLAN

The Contractor's work is to be performed by distinct tasks. Work on each task shall commence when the Contractor is officially notified by the State. The Offeror's Proposal must include a realistic implementation plan that incorporates the requirements of this RFP that each task be proposed and completed individually. The Department is aware that prompt decision-making is required for the successful implementation of the project. The State has identified two parts of work and requests Offerors to develop an implementation plan that addresses all tasks in all of Part 1. The minimum expected to be completed in the initial contract period consists of Part 1, Phase 1 which consists of Tasks 1-6. Part 1, Phase 2 consists of Tasks 7-11. Task 12 is Part 2. The State has identified the following tasks:

3.10.1 Task 1: Implementing a basic BOC network

This task will require the implementation of a Local Area Network for the BOC. The network deployed for the BOC shall, when fully implemented, include imaging capabilities. The design must incorporate this capability.

3.10.2 Task 2: BCIS Requirements Verification

This task requires the verification of the proposed BCIS with the operational requirements of the BOC. This should include but not be limited to the following: performing a structured walk through of specific tasks identified by the BOC, performing a functional comparison of the BCIS with the existing LCATS and General Index systems, and performing a data flow analysis of BCIS that will confirm that all data paths are addressed.

3.10.3 Task 3: Replacement of the Regular and Land Court Systems

This task requires the Offeror to implement a system to replace the manual and automated processes of the Regular and Land Court Systems. This shall, when fully implemented, include imaging, remote access and public access requirements.

The Offeror shall document how the replacement system will satisfy the functional requirements of the BOC's current Regular and Land Court Systems. The current processing flow and the enhancements required are included in APPENDIX J, BOC INFORMATION FLOW.

The Offeror shall also document how the data stored on the LCATS will be integrated into the proposed system

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3.10.10 Task 10: Data Remediation

This task will require the remediation of the BCIS database. This shall include the review of each record for consistency with the BCIS structure and values.

3.10.11 Task 11: GIS Requirements Study

This task requires the formulation of a proposal based upon the needs of the BOC to store or access GIS or map data.

3.10.12 Task 12: Load Back Microfilm Images

The BOC currently maintains historical images on microfilm. These images must be loaded and incorporated into the image database. This requirement calls for the loading of these back microfilm images and the seamless access to both current and microfilmed images by authorized personnel. In particular, this access shall require the proposed system to access any image, both current and those that were originally microfilmed within the last ten years, within the same query screen.

3.11 WORK PLAN

Offeror will develop a Work Plan that supports and documents the approach that the Offeror will be proposing to satisfy the requirements of this RFP. Work Plan refers to the schedule of tasks for all tasks of the RFP project unless specifically designated as referring to a particular task.

This RFP allows Offerors to respond to PART 1, which includes Tasks 1-11, Sections 3.10.1 through 3.10.11, or PART 2 only, which includes only Task 12, Section 3.10.12 - Load Back Microfilm Images, or both PART 1 and PART 2. The Work Plan shall reflect the election of the Offeror.

The State has identified the following tasks by PART. Each Task shall include:

- A description of each task, the objectives of the task, personnel assigned to the task, the estimated hours per person assigned to each task, and the estimated start and end date of each task.
- Identification of task dependencies and project milestones.
- A clear and understandable graphic layout chart, such as a Gantt chart, showing the estimated start and end dates of each task.

The Work Plan must follow SDM/Structured guidelines unless the Offeror is authorized to use another methodology as specified in Section 2.6, **AUTHORIZATION TO USE ANOTHER**

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3.20.5 Task 5 Acceptance Test

Acceptance Testing of this Task shall be performed for a period not to exceed ninety (90) calendar days. During this period, the BCIS will be examined for a period of not less than fifteen (15) calendar days to determine the accuracy of processing images integration. The test shall consist of an audit of all documents processed during the test period.

3.20.6 Task 6 Acceptance Test

Acceptance Testing for this Task shall be on a continuing basis, lasting until all back images are processed. The test shall consist of image quality assurance by image and a random moment sampling of these documents for proper integration into the system.

3.20.7 Task 7 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.8 Task 8 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.9 Task 9 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.10 Task 10 Acceptance Test

Acceptance Testing for this Task shall be on a continuing basis, lasting until the entire BCIS database has been scanned. The test shall consist of the following initial criteria:

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SCOPE OF WORK

- a. The stable operation of the UNIX server's operating systems, system utilities, libraries and software/programs for a period of ninety (90) calendar days.
- b. The stable operation of all components of the BOC LAN for a period of ninety (90) calendar days.
- c. The stable operation of existing remote LCATS connections to the BCIS.
- d. The stable operation of the BCIS as an integrated and operational turn-key system.
- e. The full integration of current and historical document images with the BCIS index database.
- f. The completion of specific test scenarios developed by the BOC, which address known complex situations that require special attention.
- g. The image quality and a random moment sampling of these documents for proper integration into the system.

3.20.11 Task 11 Acceptance Test

Acceptance Testing for this Task shall consist of a presentation and submission of a written report by the Contractor. The BOC and ICSD will review and analyze the report. The TASK will be accepted if it is clear and easily understood by the BOC and ICSD.

3.20.12 Task 12 Acceptance Test

The Acceptance Testing for this Task shall consist of a random moment sampling by the State. All images deemed not acceptable must be reprocessed within 10 working days of written notice by the State unless the Contractor has made and the State accepted, at the option of the State, a different period.

3.20.13 Review of Task Acceptance Tests

The Project Manager and the Project Team will review the Contractor's evaluation of the Acceptance Test for the system to analyze the success of the test. Continuation of the implementation of the system is contingent upon this review and analysis.

Contractor will not be responsible for the failure of the test deemed by the Project Manager to be beyond the Contractor's control. If the Contractor is responsible for the failure, Contractor will be responsible to correct the system and provide another Acceptance Test for the system.

If the test results require any modifications to the test plan, the Contractor will provide the changes in writing to the Project Manager within 7 calendar days.

3.21 TRAINING

The Offeror shall propose training for State personnel in the areas identified below. The duration of training shall be commensurate with the topic. The STATE shall provide a site and facilities for all proposed training.

- h. Training for BOC Staff on the use of the BCIS

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APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999

End-of-log-entries.

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STATE OF HAWAII

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

May 12, 1999

ADDENDUM 2

TO

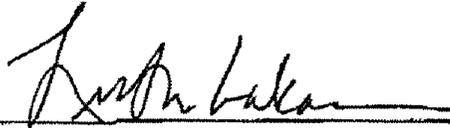
RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace Appendix G, Addendum Log.
2. Replace Appendix J, page 11 to correct/clarify that the access referred to is public access.
3. See attached replies to all potential Offeror's additional questions required by Section 2.3 Significant Dates as Response to Offeror's Additional Written Inquiries.
4. It has come to our attention that some confusion exists regarding tasks required for Part 1 and Part 2 proposals. This addendum clarifies the matter by adding the requirement for all offers to include the task(s) necessary to coordinate interface/integration between the Part 1 and Part 2 work. Parts 1 and 2 may be contracted to separate vendors (the RFP provides that proposals and the award may be for either or both parts). Part 1 is for development of the BCIS, Tasks 1 through 11; and Part 2 is Task 12 – Load Back Microfilm Images only. Contractors for each of the parts shall work together to effect use of, and easy access to, back microfilm (historical) images by the BCIS. The BOC requires that BCIS retrieve historical and current images in a manner that is transparent to

users. The required interface/integration is generally the responsibility of the developer of BCIS, or the Part 1 contractor. However, all proposals must include all tasks appropriate to develop interface/integration of the BCIS to historical Images. The logical place to include the work is in Task 5 and/or Task 7 for Part 1 proposals, and in Task 12 for Part 2 proposals. Prices for all proposals shall reflect workload. The BOC will determine final contract scope and payment terms depending on the evaluation and selection of proposals.



Lester M. Nakamura, Administrator
Information and Communication Services Division

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999

End-of-log-entries.

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5 Documents microfilmed/scanned and processed in-house

- a. Responsibility of scanning and processing microfilm will be BOC.
- b. Documents need to be concurrently microfilmed for archival purposes subject to production responsibilities.
- c. Microfilmed information to be converted to optical disc or see item b.
- d. Bar code on label to provide document reference for scanning and microfilm access.

Information scanned will be dropped into database providing the following information:

- Grantor
- Grantee
- Marital status of grantee
- Grantee address
- Description of property
 - Lot/File Plan
 - Lot/Application
 - Tax Map Key

Type of document

DIGITIZED IMAGE CAN BE RETRIEVED BY PUBLIC ACCESS OR IN PUBLIC REFERENCE USING DOCUMENT NUMBER REFERENCE.

**RESPONSES TO ADDITIONAL WRITTEN INQUIRIES
REGARDING RFP NO. ICS-FY-99-052**

1. Question: How many rolls of microfilm does the department have at this time?

Answer: We are not able to provide this number. However, Question 49 in Addendum 1 provides information to assist in preparing an estimate of the work desired. Our estimate is approximately 2000 reels for each five-year period we are requesting to be imaged.

2. Question: What is the approximate budget for this project?

Answer: The State does not provide budget information to potential bidders, though there is no procurement rule preventing disclosure of budget information, and every department's budget will become public information when the Legislature passes and the Governor signs the budget bill into law.

The BOC is special funded and its operation is generally self-sufficient. This project and the RFP is structured to allow contracting and funding/payment by phases/tasks so that funding and encumbrance rules will never be issues the BOC has to contend with. Furthermore, the BOC has had favorable feedback and expects the Legislature to support BOC automation.

3. Question: Do more extensive workflow charts exist than the ones in the RFP? If so, can they be provided? If not, can a meeting be held to discuss workflow issues?

Answer: The workflow of the BOC is defined and exists only as presented in the RFP. The RFP allows for site visits at which vendors are able to obtain greater understanding of BOC operations and could include meetings as needed with appropriate staff and management of the BOC.

4. Question: Please list hardware and software that the department has or is planning for in the next three years that would affect this project. Would this project need to interface with any future systems? If yes, who would be responsible for the integration of the two systems?

Answer: The RFP contains Section 1.15 titled Existing Equipment that provides existing hardware data; software is standard. The BOC does not have specific plans to acquire equipment/software in the next three years except as proposed for this system in response to the RFP.

Future interfaces, if any, have not been identified. The BOC expects the system proposed to be capable of offloading data to external media; vendors are to propose cost effective extract facilities and media. The current extract is to magnetic tape.

If requirements for enhancements that are for interface/integration arise in the future, such sharing of data or functions would require design and development of necessary automated process as a separate project. Planning, funding, and any acquisitions/contracts needed for any future projects are the responsibility of the BOC.

5. Question: What types of reports are needed to be generated by the data collected? Will the vendor be responsible for the reports or will the BOC do their own reports from the raw data?

Answer: The proposal should include any reports the program will generate. The RFP includes a workflow that makes reference to some of the information the BOC desires to access.

6. Question: The RFP calls for the neighbor islands to have access. Who is responsible for the cost of the T1? Can this system utilize the existing T1 lines the State has installed for the neighbor islands?

Answer: The BOC is responsible for all communication cost. The BOC will evaluate proposals (including communications) based upon its judgement of the most cost-effective solutions offered. The BOC currently does not utilize the HAWAIIAN Wide Area Integrated Information Access Network (HAWAIIAN). For the purposes of this RFP all proposals are to be based on communications (and cost) obtained from commercial providers.

7. Question: In Section 3.6.4.3, it discusses that the scanner only needs to do a minimum of 8 pages per minute, did it mean to say 80 pages?

Answer: Section 3.6.4.3 refers to a scanning capability minimum of 8 pages. This does not prevent a vendor from proposing a higher volume scanner based on the vendor's understanding and knowledge of current workflow activities at the BOC.

8. Question: Who is responsible for addressing the records retention issues of this project and implementing appropriate software to implement the records retention portion?

Answer: The BOC did not include specific requirements for records retention in the RFP. However, records retention is a major function of all systems which vendors are expected to propose in accordance with vendor expertise in system development and software capabilities.

9. Question: Are all hardware and software that the proposed system may/will need to interface with Y2K? If not, when will it be Y2K?

Answer: We do not understand the question as written. However, it is expected that all proposed hardware and software will be Y2K compliant. The BOC is doing modifications needed to the existing system for Y2K readiness and has a State-mandated deadline of September 30, 1999 to complete implementation of the modified system.

10. Question: To ensure that we have the right documents on file, can we receive a copy of the SDE/Structured Reference Manual and a copy of the State Strategic Plan for Computers and Telecommunications?

Answer: SDE/Structured is assumed to be SDM/Structured, which is proprietary and requires that a Letter of Non-disclosure be signed by interested parties. The RFP contains the letter and information regarding use of the standard methodology or receipt of a waiver from the ICSD. The ICSD normally provides a summary overview of SDM/Structured to vendors who have signed Non-disclosure, who can then request actual manuals if needed. We have found that most vendors need complete manuals only when contracted and only for specific phases. For your information, SDM/Structured consists of 13 manuals, each about 3-4 inches thick.

There is no consolidated State Strategic Plan for Computers and Telecommunications. The ICSD published a Strategic Plan for Telecommunications in 1994, and the ICSD published an IT Plan Overview in August 1997. Those documents are available in hard copy. Please call the ICSD at (808) 586-1920 to request a copy of either.

11. Question: RFP Section 3.6.317: Do the current users accessing LCATS perform ad hoc queries or do they select from a set of preformatted options to access LCATS information?

Answer: Current users pick from a set of preformatted options. The vendor should provide query formats that can be administered to limit inquiries based on who makes the request.

12. Question: RFP Section 3.5.2: How can we obtain information from ICSD on the HAWAIIAN WAN? Is there a representative of the ICSD Networking Branch who can be contacted directly or is there an information packet that we may request?

Answer: The HAWAII Wide Area Integrated Information Access Network (HAWAIIAN) is the State's communications network. This network is comprised of an interisland digital microwave backbone (between the major islands of Kauai,

Oahu, Maui, Lanai, and Hawaii) and an intraisland fiber optic Synchronous Optical Network (SONET) backbone (on four of the islands of Kauai, Oahu, Maui, and Hawaii). The State of Hawaii Information Technology Overview (August 1997) provides some basic information. All other questions need to be submitted in writing as provided for in this RFP.

Although the deadline for submitting questions has passed, you may submit additional questions if necessary and the BOC will attempt to reply.

13. Question: RFP Section 3.6.4.5: Does the BOC definitely want to use OCR for input or does the BOC want to explore this method as an option?

Answer: This section refers to maps. Unsure what the question is asking. The vendor can recommend other solutions as long as the result provides to BOC the ability to complete Section 3.6.4.5. The solution should allow for maps to be accessed by a user. How that is accomplished is left to vendor recommendation.

14. Question: RFP Sections 3.10.6, 3.10.7, 3.10.8, and 3.10.9, Addendum 1, Questions 9 and 41.2: The answers to these questions seem to conflict. The answer to question 9 states that it has not been determined if Internet connectivity will be utilized. The answer to question 41.2 states that Internet access is required. Please clarify.

Answer: Addendum 1, Questions 9 and 41.2 replies refer to different access requirements: remote access and public access. Both remote and public access may be interpreted to mean the same mode of access, but public access would seem to be achieved maximally through the Internet. Based on Addendum 1, Question 9 refers to remote access requirements, and it is left to the vendor to propose a cost effective means to establish remote access. The reply to Question 41.2 is in response to Appendix J page 11 which infers public access; therefore, Internet access is viewed by the BOC as the appropriate mode.

15. Question: RFP Addendum 1, page 34 (Original RFP page 35): It appears that Section 3.10.9, Task 9, Enable Public Access to Image Data, has been eliminated. Is this correct or just an oversight in reformatting pages?

Answer: Section 3.10.9, Task 9 is on page 33 in the RFP and has not been eliminated. Pages were renumbered in the new RFP as a result of re-formatting but nothing was eliminated except as stated in addendum revisions.

16. Question: RFP Section 3.10.12 and Addendum 1 – Question 64: Does the BOC have automated index data for all of the ten years of microfilm images to be incorporated in the BCIS? If not, approximately how many images do not have automated indexes? For those microfilm images without automated indexes, does the BOC want the index data entered?

Answer: Not certain what is meant by automated index data. It is intended that should our general indexes indicate the recording of a particular document, the user shall be able to pull up that document on screen, if it was recorded in the last ten years. General index information on mag tape is used to produce microfiche. A viewer uses information from the microfiche to determine document numbers, then proceeds to the microfilm to view the document.

17. Question: If it is in the best interest of the State, could the State purchase the hardware and software (eg., Operating system, utilities, off-the-shelf software) products and components directly from the manufacturer/vendor, provided the specifications, and price of such, is included in the proposal made by the Offeror, and the Offeror would assist the State during the acquisition?

Comment by the vendor relative to the above question: These products and components shall be commercially available, standard, off-the shelf products manufactured by well established and reputable companies. These items would be new. Hardware and software changes quickly, and this would give the State the flexibility to substitute the latest model/version, or a model with equivalent or lesser price, at the time of acquisition. This would also reduce any added administrative cost usually associated with this activity.

Answer: The BOC did not specify same in its RFP because the State has to abide by procurement rules which would require competitive bidding of all acquisitions that could exceed \$25K in cost. It seemed much easier to acquire all needed components from a vendor contract, except items the BOC can acquire from a pre-existing Price List. The advantage of purchasing under the vendor contract is that the vendor has proposed a working solution and all hardware/software components are part of the solution proposed.

STATE OF HAWAII

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

May 19, 1999

ADDENDUM 3

TO

RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace pages i-v, Table of Contents, to correct page numbers in Part 2 of the RFP after Section 2.3, Significant Dates.
2. Replace page 8 (Final March 25, 1999). The following changes have been made to significant dates:
 - a. New significant dates were added for Deadline for Additional Written Inquiries to May 14, 1999, and Response to Offerors' Additional Written Inquiries to May 19, 1999;
 - b. The deadline for Proposal Due is changed from May 21, 1999 to May 28, 1999;
 - c. The timeframe listed for five Compliance Review is changed to June 1 – June 4, 1999;
 - d. The deadline for Notices of Compliance is changed to June 8, 1999;
 - e. The deadline for Selection of Priority Listed Offerors is changed to June 25, 1999;
 - f. The time frame for Discussions with Priority Listed Offerors is changed to June 28 – July 2, 1999;

- g. The deadline for Best and Final Offer Due is changed to July 14, 1999; and
- h. The deadline for Contractor Selection is changed to July 23, 1999

Note that the page numbers after Section 2.3 have changed, but new pages have not been provided. The Table of Contents provided in this Addendum reflects changes in page numbers; replacement of Page 8 replaces Section 2.3, which includes additional text and caused reformat/repagination.

- 3. Replace Appendix G Addendum Log.
- 4. See attached replies to all potential Offeror's additional questions required by Section 2.3, Significant Dates as Response to Offeror's Additional Written Inquiries but received and answered by this addendum after dates required.



Lester M. Nakamura, Administrator
Information and Communication Services Division

**RESPONSES TO ADDITIONAL WRITTEN INQUIRIES
REGARDING RFP NO. ICS-FY-99-052**

1. Question: (Section) 1.15, Existing Equipment: Regarding the Dell Optiplex GXI PC workstations currently in place at the BOC: Is it reasonable to assume that the existing PCs will be integrated into the network, thus lowering the number of workstations that must be proposed to 33, rather than the requested 50?

Answer: Vendors are expected to use best judgement and expertise to develop offers. We believe it is most cost effective to make use of existing equipment where ever possible and the BOC expects proposals to utilize existing equipment. The published Addendum 2, Question 33 reply states that there are approximately 50 in-house users. We believe that response is the only "request" for 50 PCs and that information is sufficient to describe what is expected in the proposals.

2. Question: (Section) 3.6.1.9 and 3.6.4.5 regarding Large Format Scanning and Mapping: Does the BOC require IN HOUSE large format scanning and plotting equipment (as indicated in #36 of the published questions), or can the required map scanning requirements be handled by a service provider? That is, if the BOC's map scanning requirements are not significant enough to justify in-house equipment, is outsourcing an acceptable solution? If not, does the BOC require a large format scanner AND plotter, or just a scanner? Please provide an estimated number of large format maps to be scanned.

Answer: This answer clarifies the written response to Question 36 in Addendum 2. The BOC requires the capture of maps as images only and has no requirement for plotting. The BOC will accept an "outsourcing" map image capture solution, provided the Offeror justifies the cost.

3. Question: (Section) 3.10.11, GIS Requirements Study: Please confirm that the proposal need NOT include a GIS system, but rather that it anticipates conducting a study toward later implementation. Please further confirm that the bidder is not asked to submit a plan or cost estimate for a functional GIS system at this time.

Answer: Your interpretation is correct that the vendor is expected to do only a study of requirements; implementation of a GIS (at a later date) is the responsibility of the BOC.

However, the standard in accordance with SDM/Structured, and as understood by the State, is that the study includes the System Requirements Definition (SRD) and the System Design Alternatives (SDA) phases. In the SDM/Structured life cycle,

each phase is cost committed and requires completion of a detail plan for the next phase, and estimates of cost for completion of the next phase. These plans and estimates can impact the overall/global plan that is developed before a project is started.

The SDA is where the physical design is completed and includes tasks for each alternative that would detail component specifications. If another methodology has been approved for use in this compliance, all SDM/Structured functions is required by the approval to assure that all tasks necessary for success are completed.

4. Question: (Section) 3.6.1.12, Optical Disk: In question 38, the BOC specified that "an all magnetic Raid solution is acceptable if ... that magnetic image mirrors optical (jukebox) disk." Please explain further. What is meant in this case by "mirroring"? Does that imply real time redundancy and online accessibility, or simply that magnetic storage must be backed up on optical storage? Is a jukebox required, or is other optical storage acceptable? For example, is daily back up to CD acceptable?

Answer: This answer clarifies the written response to Question 38 in Addendum 1. The permanent storage of all images is on Optical Disk. Magnetic media can be used, provided the requirement for permanent storage of the image on Optical Disk is adhered to.

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2 PROPOSAL PREPARATION

2.3

SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 4, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 8, 1999
Selection of Priority Listed Offerors	June 25, 1999
Discussions (if any) with Priority Listed Offerors	June 28, 1999 thru July 2, 1999
Best and Final Offer Due; 10:00 a.m.	July 14, 1999
Contractor Selection	July 23, 1999
Estimated Date of Contract Issuance	July 30, 1999
Estimated Start Date	August 2, 1999
Work Plan Presentation for PART 1	August 23, 1999
Work Plan Presentation for PART 2	August 24, 1999
Final Work Plan Submission for PART 1	August 30, 1999
Final Work Plan Submission for PART 2	August 31, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	July 30, 1999 to March 31, 2000
Estimated Completion Date all Phases	December 31, 2000
Estimated Completion: Post Implementation Support	December 31, 2004

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APPENDIX G**ADDENDUM LOG**

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999

End-of-log-entries.

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STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

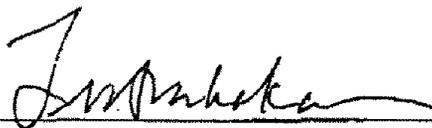
June 7, 1999
ADDENDUM 4

TO
RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final March 25, 1999). The following changes have been made to significant dates:
 - a. The timeframe listed for five Compliance Review is changed to June 1 – June 9, 1999;
 - b. The deadline for Notices of Compliance is changed to June 10, 1999;
2. Replace Pages 19 and 20 to add information in Section 2.15 Substantive Evaluation on scoring categories, maximums, and percentages.
3. Replace Appendix A, Sample Transmittal Letter to incorporate required statements contained in RFP Page 11, Section 2.9.2.a through 2.9.2.d.
4. Replace Appendix E, Proposal Compliance Review to delete item 12 (duplication), Part 3, Reference Review (part of Substantive Review), and delete item 28.d (now 24).
5. Replace Appendix G, Addendum Log.



Lester M. Nakamura, Administrator
Information and Communication Services Division

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2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
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Selection of Priority Listed Offerors	June 25, 1999
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Work Plan Presentation for PART 1	August 23, 1999
Work Plan Presentation for PART 2	August 24, 1999
Final Work Plan Submission for PART 1	August 30, 1999
Final Work Plan Submission for PART 2	August 31, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	July 30, 1999 to March 31, 2000
Estimated Completion Date all Phases	December 31, 2000
Estimated Completion: Post Implementation Support	December 31, 2004

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2 PROPOSAL PREPARATION

Be clearly marked:

"SEALED PROPOSAL TO REPLACE THE LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM FOR THE DEPARTMENT OF LAND AND
NATURAL RESOURCES, BUREAU OF CONVEYANCES.
BEST & FINAL OFFER"

Indicate the name, address, telephone number and FAX number of the Offeror; and,
Be sealed.

2.13 EVALUATION COMMITTEE

Proposals submitted by the deadline specified in Section 2.3, SIGNIFICANT DATES in response to this RFP shall be evaluated by the PRC. Any member of the PRC who finds him or herself in a conflict of interest, as defined by the Rules of the Ethics Commission, shall be immediately replaced.

2.14 PROPOSAL COMPLIANCE REVIEW

The PRC shall perform an initial evaluation of each Proposal to determine whether it complies with and is responsive to the RFP instructions. At this stage, Proposals will be reviewed for timeliness of submission, completeness, and compliance with the requirements and qualifications specified in this RFP. The Executive Summary and the Offeror Background and Experience sections will be evaluated as part of the Compliance Review. The PRC will evaluate the price and its supporting documentation against realistic contemporary prices. The PRC will also be evaluating the price to confirm that the total of the individual proposal item prices matches the Total Proposal Price. In case of an error, in addition, the sum arrived at after adding the individual proposal items prices will govern. Offerors must include all required items for each PART proposed in order to qualify. The checklist of items is included in Appendix E, PROPOSAL COMPLIANCE REVIEW.

At this stage, the evaluation of the Proposals shall be on a "pass/no pass" basis. Those Proposals that do not comply with the requirements of the RFP will be rejected from further consideration. A Notice of Compliance Disqualification shall be sent to those Offerors whose Proposals are disqualified under this section by the date shown in Section 2.3, SIGNIFICANT DATES.

2.15 SUBSTANTIVE EVALUATION

Those Proposals that meet the requirements of the RFP during the Compliance Review shall then be evaluated according to the criteria listed below. Overall, the Proposal must demonstrate the Offeror's understanding of the issues and the ability to meet and satisfactorily produce all contractual requirements listed in the RFP for each PART proposed, including all contractual services. The price must be realistic given the work plan, and must illustrate an aggressive, competitive approach to maximizing the State's limited resources.

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2 PROPOSAL PREPARATION

Each member of the PRC will rank the Proposals by how advantageous they are to the State. The PRC members will then discuss the rankings and the rationale for the positioning at the evaluation meetings. When the discussions have been completed, the members will rank the Proposals independently. The individual PRC member's Proposal rankings will be averaged to determine if the Proposal is acceptable, potentially acceptable, or unacceptable. The three (3) Proposals with the highest average ranking will be designated as the Priority Listed Offerors.

The PRC will use the following general criteria for the substantive evaluation of the Proposals and as a basis for their ranking:

- Offeror background, long term system support, and reasonableness of the prices
- Creativity in the overall approach and in each task of the project
- Approach, comprehensiveness of, and logic in the workplan
- Ability of the Offeror to perform based upon demonstrated experience and performance on similar projects
- Organization, staffing, and qualifications of personnel assigned to the project

The Proposals will be scored and ranked by the PEC as follows

Category	Max. Points	Percent
EC-1 Project Approach, Work Plan, and Schedule	250	25%
EC-2 Project Organization and Staffing (Resumes and qualifications of personnel assigned to the project)	200	20%
EC-3 Background, Financials, Warranties	50	05%
EC-4 Price	150	15%
EC-5 Understanding Issues	150	15%
EC-6 Client References	150	15%
EC-7 Creativity in overall approach and approach to each task/phase	050	05%

2.16 NON-DISCLOSURE OF PROPOSALS

The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once all parties have signed a contract, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary shall be excluded from access. 300260

2 PROPOSAL PREPARATION

2.17 DISCUSSIONS

Discussions may be held with the Priority Listed Offerors. These discussions are intended to answer any questions the PRC may have regarding an Offeror's proposal.

The content and extent of each discussion will be determined by the PRC's evaluation of the deficiencies in each proposal. The PRC will not indicate to an Offeror a price that it must meet in order to obtain further consideration, nor will the PRC advise an Offeror of its price standing relative to another Offeror. However, the PRC may inform an Offeror that its price is considered too high or unrealistic.

The PRC will attempt to disclose all deficiencies noted in the proposal. These deficiencies may include: proposed personnel that the PRC considers unqualified, unrealistically low or high pricing, unrealistically low or high estimated efforts, and questionable technical or management approaches.

The PRC will not disclose technical, managerial, or pricing solutions to noted deficiencies. The intent of the discussion is not to initiate a pricing or service auction, but rather to give the Offeror the opportunity to make the PROPOSAL as advantageous to the State as possible.

The PRC shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose, and those attending. Priority Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

If during the discussions it appears that there is a need for any substantial clarification or change of the RFP, the clarification or change shall be amended by an addendum. Such addenda to the RFP shall be distributed only to the Priority Listed Offerors. The Priority Listed Offerors shall be permitted to submit new proposals or amend those submitted. After Best & Final Offers are received, final evaluations will be conducted. The PRC will make the final recommendation to the Procurement Officer for selection of the contractor for an award.

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APPENDIX A

LETTERS

(Date)

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

Dear Mr. Nakamura:

SUBJECT: Proposal/Transmittal Letter

The undersigned has carefully read and understands RFP No. ICS-FY-99-052 and hereby proposes, if selected, to furnish and deliver all items stated in this Proposal.

Any questions which the Information and Communication Services Division of the State of Hawaii may have regarding this proposal should be directed to:

Name:

Title:

Company:

Address:

City:

Telephone No.:

Facsimile No.:

The undersigned further understands and agrees that:

1. The undersigned is a (legal form of business, proprietorship, partnership, corporation, etc.), which is or will be registered with the Business Registration Division of the State of Hawaii, Department of Commerce and Consumer Affairs, to do business in the State of Hawaii; and has or will obtain a State of Hawaii General Excise Tax License by the start of the work.
2. All addenda to this RFP have been received (state how many, if any have been received) and are understood.
3. All prices listed in the proposal are firm and shall remain so throughout the period during which the contract is issued and the work is performed.

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APPENDIX A

LETTERS

4. If the use of subcontractor(s) is proposed, a statement from each subcontractor is appended to the *Transmittal Letter* and signed by an individual authorized to legally bind the subcontractor. The statement should include: the general scope of work to be performed by the subcontractor, the subcontractor's willingness to perform the work indicated within a designated time, and the subcontractor's professional qualifications and financial statements as of June 30, 1995 or latest fiscal closing.
5. It is understood that the State of Hawaii reserves the right to reject any and all proposals and to waive any defects, when in the State's opinion, such rejection and waiver may be made in the best interest of the State.
6. By submitting this proposal, the undersigned is declaring that the proposal is not in violation of Section 84-15, Hawaii Revised Statutes, concerning prohibited State contracts and that the undersigned is certifying that this proposal was arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor. No attempt was made or will be made by the undersigned to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. If awarded the Contract, any services performed must be performed in accordance with Section 103D, Hawaii Revised Statutes.
8. This proposal (contains) (does not contain any) assumptions and constraints which (have) (have not) been approved in advance by the State of Hawaii.
9. The undersigned acknowledges that the entire RFP has been read and understood and agrees to be bound by its terms and conditions.

Respectfully submitted,

Exact Legal Name of Offeror

*Authorized Signature

Date

Title

**Affix Corporate Seal

Address

City, State, Zip Code

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APPENDIX A

LETTERS

Hawaii General Excise Tax License No. (if available)

Type of Organization:

- Individual ()
- Joint Venture ()
- Partnership ()
- Corporation ()

Social Security No. or Federal I.D. No.

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

State of Incorporation:

- Hawaii ()
- Other ()

If Other, please specify

* Attach to the proposal/transmittal letter evidence of the authority of the signature of this officer to submit in behalf of the Company.

** If the corporate seal is not available at the local or branch office from where the proposal is being made, a corporate certificate, resolution, or letter delegating proper authority may be attached to the transmittal letter as an acceptable substitute.

300264

APPENDIX E

PROPOSAL COMPLIANCE REVIEW

FOR RFP No. ICS-FY-99-52

APRIL/MAY, 1999

NAME OF OFFEROR:

PROPOSAL REVIEW CHECKLIST:

Part 1: Proposal Opening Review

- _____ 1. The Proposal package or envelope was received by the deadline specified in Section 2.3, SIGNIFICANT DATES.
- _____ 2. The package, which contains the Proposal, is marked "PROPOSAL FOR SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM, RFP No. ICS-FY-99-52" and includes ICSD's address.
- _____ 3. The package or envelope indicates the name, address, telephone number, and fax number of the Offeror.
- _____ 4. The package or envelope was sealed.

Part 2: Proposal Organizational Review

- _____ 5. There are eight (8) sets of the Proposal. One is single-sided, unbound, marked "ORIGINAL", and is signed by someone with the authority to commit Offeror. The others are marked as "COPY _____ of 7".
- _____ 6. The Proposal includes the following section titles:

Section I	PROPOSAL AND TRANSMITTAL LETTER
Section II	EXECUTIVE SUMMARY
Section III	PROJECT APPROACH, WORK PLAN AND SCHEDULE
Section IV	ORGANIZATION AND STAFFING
Section V	OFFEROR BACKGROUND AND EXPERIENCE
Section VI	PRICE
Section VII	CERTIFICATION
Attachment A	STAFF RÉSUMÉS
Attachment B	STAFF REFERENCES

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APPENDIX E

Attachment C	OFFEROR'S FINANCIALS
Attachment D	OFFEROR'S REFERENCES
Attachment E	SUBCONTRACTOR RESUMES AND REFERENCES
Attachment F	TECHNICAL POINT RESPONSE WORKSHEET
Attachment G	TAX CLEARANCE PACKET
Attachment H-Z	(as assigned by Offeror)

7. The accompanying transmittal letter is in the form of a standard business letter on official business letterhead paper and is signed by an individual authorized to legally bind the Offeror.
8. The transmittal letter includes the following information:
- a. A statement indicating that the Offeror is a corporation or other legal entity, or sole proprietor.
 - b. A statement that the Offeror is or will be registered to do business in Hawaii and will have obtained a State General Excise Tax License by the start of work.
 - c. A statement acknowledging that all addenda to this RFP have been received by the Offeror. If no addenda have been received, a statement to that effect is included.
 - d. A statement that the Offeror's prices listed in the Proposal are firm and shall remain so throughout the period during which the contract is issued and the work is performed.
9. If the use of one or more subcontractors is proposed, a statement from each subcontractor is appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor.
 - b. Subcontractor's willingness to perform the work indicated.
10. Attachment A, STAFF RÉSUMÉS, includes a résumé for each person who appears on the organization chart contained in Section IV, ORGANIZATION AND STAFFING.
11. Attachment B, STAFF REFERENCES, includes at least one (1) ICSD A-151, STAFF REFERENCE INFORMATION form for each person for whom a résumé is submitted.
12. Attachment D, OFFEROR'S REFERENCES, includes at least one (1) ICSD A-152, CONTRACTOR REFERENCED form containing three (3) business references.

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APPENDIX E

- _____ 13. Attachment G, TAX CLEARANCE PACKET, includes the tax clearance forms with the State and the Federal approval stamps.
- _____ 14. Attachment E, SUBCONTRACTOR RESUMES AND REFERENCES. If subcontractors are NOT to be used, a statement to that effect is all that appears in this attachment. If subcontractors are used, the following applies: For each subcontractor there is at least one (1) completed form ICSD A-153, SUBCONTRACTOR REFERENCES form, listing three (3) references for that subcontractor. In addition to the completed A-153 forms, there is an organization chart for each subcontractor; there are résumés for each person on the organization chart; there is at least one (1) ICSD A-151, STAFF REFERENCE INFORMATION form for each person for whom a résumé is submitted.
- _____ 15. The State and Federal tax clearance dates are valid as of the solicitation ad date or any date thereafter up to the Proposal Due date specified in Section 2.3, SIGNIFICANT DATES.
- _____ 16. Any and all modifications or corrections to the ORIGINAL are made in ink and initialed in ink by the person signing the proposal for the Offeror.
- _____ 17. All changes that are made to the ORIGINAL are legible and the initials are recognizable.
- _____ 18. All changes that are made to the ORIGINAL also appear in all copies of the proposal.

Part 3: Preliminary Content Review

- _____ 19. Section II, EXECUTIVE SUMMARY, provides an overview of the entire proposal.
- _____ 20. Section III, PROJECT APPROACH, WORK PLAN AND SCHEDULE, includes a description of the approach, work plan, and detailed schedule.
- _____ 21. Section IV, ORGANIZATION AND STAFFING, includes the following:
- a. An organization chart showing the chain of authority and responsibility of the Offeror's project personnel.
 - b. Descriptions of projects completed by the Offeror, the client's name, a brief description the time period, and the computer environment used for each project.

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APPENDIX E

- _____ 22. Section V, OFFEROR BACKGROUND AND EXPERIENCE, identifies any litigation currently impacting the Offeror. If there is no litigation, a statement to that effect is included.
- _____ 23. Section VI, PRICE, contains a detailed breakdown of the total price as specified in Section 5.3.8, PRICE.
- _____ 24. Section VII, CERTIFICATION, contains the following statements:
- a. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
 - b. Unless otherwise required by law, the prices and cost data which were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
 - c. No attempt was made or will be made by the Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.

300268

APPENDIX G**ADDENDUM LOG**

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999

End-of-log-entries.

300269

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

June 23, 1999

ADDENDUM 5

TO

RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final June 7, 1999). The following changes have been made to significant dates:
 - a. The deadline for Selection of Priority Listed Offerors is changed to July 23, 1999;
 - b. The timeframe for Discussions (if any) with Priority Listed Offerors is changed to July 26, 1999 through August 27, 1999;
 - c. The deadline for Best and Final Offer Due is changed to 10:00 a.m. September 1, 1999;
 - d. The deadline for Contractor Selection is changed to October 1, 1999; and
 - e. The Estimated Date of Contract Issuance is changed to October 15, 1999, and the subsequent dates are changed accordingly.
2. Replace Appendix G, Addendum Log.



Lester M. Nakamura, Administrator
Information and Communication Services Division

300270

2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	July 23, 1999
Discussions (if any) with Priority Listed Offerors	July 26, 1999 through August 27, 1999
Best and Final Offer Due; 10:00 a.m.	September 1, 1999
Contractor Selection	October 1, 1999
Estimated Date of Contract Issuance	October 15, 1999
Estimated Start Date	November 1, 1999
Work Plan Presentation for PART 1	November 18, 1999
Work Plan Presentation for PART 2	November 19, 1999
Final Work Plan Submission for PART 1	November 29, 1999
Final Work Plan Submission for PART 2	November 30, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	October 15, 1999 to June 15, 2000
Estimated Completion Date all Phases	March 31, 2001
Estimated Completion: Post Implementation Support	March 31, 2005

300271

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999

End-of-log-entries.

300272

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION
HONOLULU, HAWAII

July 23, 1999

ADDENDUM 6
TO
RFP NO. ICS-FY-99-052

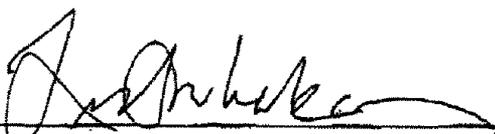
SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final June 7, 1999). The following changes have been made to significant dates:
 - a. The deadline for Selection of Priority Listed Offerors is changed to August 6, 1999; and
 - b. The timeframe for Discussions (if any) with Priority Listed Offerors is changed to August 16, 1999 through August 27, 1999.
2. Replace Section 3.8 UNIX Server to clarify that the ICSD has contracted and will install a consolidated UNIX server which shall be used for the BOC system.

The BOC intends to use the consolidated server as its UNIX server and will install the selected proposal/contractor's software on the ICSD server. Please clarify/amend your proposal, including pricing, to reflect the use of the ICSD's consolidated server rather than the UNIX server offered. The specifications of the consolidated server to be installed are contained in the RFP Section 3.8 attached.

3. Replace Appendix G, Addendum Log.


Lester M. Nakamura, Administrator
Information and Communication Services Division

300273

2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to August 27, 1999
Best and Final Offer Due; 10:00 a.m.	September 1, 1999
Contractor Selection	October 1, 1999
Estimated Date of Contract Issuance	October 15, 1999
Estimated Start Date	November 1, 1999
Work Plan Presentation for PART 1	November 18, 1999
Work Plan Presentation for PART 2	November 19, 1999
Final Work Plan Submission for PART 1	November 29, 1999
Final Work Plan Submission for PART 2	November 30, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	October 15, 1999 to June 15, 2000
Estimated Completion Date all Phases	March 31, 2001
Estimated Completion: Post Implementation Support	March 31, 2005

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3 SCOPE OF WORK

3.7.2 Local Area Network Requirements

The State requires that all minicomputers, PC's, file/print servers or workstations proposed as part of this RFP be configured for a Local Area Network. The Offeror shall propose a configuration based on the requirements of this RFP and the State shall review it and may make changes it deems necessary.

3.7.3 Minicomputer and Work Station Requirements

The BOC has installed a number of PC's and laser printers. The Offeror shall review this equipment and determine if they are compatible with the equipment being proposed. If the equipment is compatible the Vendor need only propose equipment for BOC staff that do not have the hardware and software needed to access the BCIS.

For those that need equipment, it must be compatible with the hardware and software already installed in the BOC. The Vendor shall include a detail price listing of equipment needed in his Price section of the Best and Final.

3.8 UNIX SERVER

The proposed system must include in its design a UNIX based server. The existing LCATS application is to be migrated to a UNIX based server with all user workstations connected to it using TCP/IP. The addressing requirements will be provided by the State after award. The design shall incorporate, physically, two servers to provide sufficient redundancy to insure the continued operation in the event of a failure of one of the servers.

The proposed system will be operated by ICSD. The actual hardware platform on which the system will be operated is a RS/6000 SP2 configured to accommodate the BCIS as described below and which will permit the operation of each server as a unique entry but allow the ICSD to operate it as one physical machine. The BOC will install its systems as its work plan indicates and the ICSD server will accommodate operations of the new BCIS on the UNIX Consolidated server defined as follows:

<u>Product</u>	<u>Description</u>	<u>QTY</u>
	332MHz Wide Node (2051)	1
	Integrated Ethernet Adapter	1
	Integrated SCSI-2 Fast/Wide Adapter	1
2904	4.5 GB Ultra-SCSI Disk Drive Pair	1
2968	10/100 Mbps Ethernet PCI Adapter	1
4022	SP Switch MX Adapter	1
4093	Memory Expansion Card	2
4110	256MB (2x128MB) SDRAM DIMMs	8

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3 SCOPE OF WORK

4320	PowerPC 604e, 332MHz, 2- Way Processor Card	2
6215	SSA Multi-Initiator/RAID EL Adapter (PCI)	2
9431	AIX 4.3 With PSSP V3.1	1

Therefore, offerors must assume that the proposed system will operate on the consolidated server and shall propose any facilities necessary to implement the proposed system on the consolidated server.

For the purpose of evaluating proposals, the Offeror must provide a system that will support all tasks of this project utilizing the ICSD consolidated server.

3.9 REMOTE ACCESS REQUIREMENTS

The proposed system shall continue the LCATS capability to permit authorized users remote access. The remote access enhancements shall include, but not be limited to, the following:

3.9.1 Secure Access.

For Internet access, permit secure access using proven technology.

3.9.2 Cost Effective.

Offeror shall propose a cost-effective way of charging remote users for printing documents or maps; or permitting unlimited printing for a set fee.

3.9.3 Operational Impact.

Permit secure access without impact to the daily work performed by BOC staff.

3.9.4 Neighbor Island Access.

Provide the BOC with the capability to access its primary server remotely by BOC staff from neighbor islands.

3.10 IMPLEMENTATION PLAN

The Contractor's work is to be performed by distinct tasks. Work on each task shall commence when the Contractor is officially notified by the State. The Offeror's Proposal must include a realistic implementation plan that incorporates the requirements of this RFP that each task be proposed and completed individually. The Department is aware that prompt decision-making is required for the successful implementation of the project. The State has identified two parts of work and requests Offerors to develop an implementation plan that addresses all tasks in all of Part 1. The minimum expected to be completed in the initial contract period consists of Part 1, Phase 1 which consists of Tasks 1-6. Part 1, Phase 2 consists of Tasks 7-11. Task 12 is Part 2. The State has identified the following tasks:

300276

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-Id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999
Addendum 6	Change to Significant Dates And Notice of Consolidated Server	July 23, 1999

End-of-log-entries.

300277

STATE OF HAWAII
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
 INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

August 26, 1999

ADDENDUM 7

TO

RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
 LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
 FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final July 23, 1999). The following change has been made to the Significant Dates:
 - a. The deadline for Best and Final Offer Due is changed to 10:00 a.m., September 10, 1999.
2. Replace Section 2.9.4.7, Price, page 15 (Final: May 3, 1999) with the attached page 15 (Final: August 25, 1999). This amendment will correct the language to clear the confusion regarding the rates information required and travel expenses which must be included in the price.
3. Replace Appendix G, Addendum Log.



for Lester M. Nakamura, Administrator
 Information and Communication Services Division

2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to August 27, 1999
Best and Final Offer Due; 10:00 a.m.	September 10, 1999
Contractor Selection	October 1, 1999
Estimated Date of Contract Issuance	October 15, 1999
Estimated Start Date	November 1, 1999
Work Plan Presentation for PART 1	November 18, 1999
Work Plan Presentation for PART 2	November 19, 1999
Final Work Plan Submission for PART 1	November 29, 1999
Final Work Plan Submission for PART 2	November 30, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	October 15, 1999 to June 15, 2000
Estimated Completion Date all Work	March 31, 2001
Estimated Completion: Post Implementation Support	March 31, 2005

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2 PROPOSAL PREPARATION

to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used.

- b. Included in Attachment C, OFFEROR'S FINANCIALS, of the Proposal shall be the financial statements for the Offeror, preferably audited, for the previous three years. If this data is unaudited, copies of filed tax returns must be provided. As with trade secrets or other proprietary data, an Offeror may request in writing that the financial information to be kept confidential. Otherwise, contents of all proposals shall be made public as provided in section 3-122-58 after all parties sign a contract.
- c. Identification of litigation currently impacting the Offeror, if any.
- d. Included in Attachment D, OFFEROR'S REFERENCES, of the Proposal shall be at least three (3) recent client references. These are to include the name of the client organization; name, title, and telephone number of the contact person; date, duration and brief description of work performed for the client. By listing the references, Offeror grants the State authorization to contact these client references.
- e. Included in Attachment G, OFFEROR'S TAX CLEARANCE, of the Proposal shall be an original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Must be submitted with the Proposal. The tax clearance shall be obtained on the two-part Tax Clearance Application (Form A-6) that combines DOTAX and IRS tax clearances. Please refer to the attached tax clearance packet for the forms, Appendix A, TAX CLEARANCE PACKET.

Tax clearance submitted with a sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the Proposal due date. A valid tax clearance received with an offer will remain valid for the contract award.

2.9.4.7 Price

Offerors shall propose and identify a price as required in this section. This price will be inclusive of all federal, state and local taxes. Include in the Proposal all travel to and from the Continental U.S., and living expenses, if any, required for completion of the project.

The Proposal shall also indicate hourly costs for each of the personnel assigned to the project which shall be contained in a separate part of the price section of each proposal, and shall not be included as part of the price bid for the solution proposed.

The price section of proposals is divided into two parts. One part (Part 1) will address all requirements and tasks defined in this RFP excluding Task 12 Section 3.10.12 (Task i, referenced in this section), Load Back Microfilm Images. The second part (Part 2) will address only Task 12 Section 3.10.12, Load Back Microfilm Images (Task i, referenced in this section). Offerors are permitted to submit offers for either part or both parts. The format of this section shall contain the following:

300280

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999
Addendum 6	Change to Significant Dates And Notice of Consolidated Server	July 23, 1999
Addendum 7	Change to Significant Dates and Correct RFP Price Language	August 26, 1999

End-of-log-entries.

300281

Date	9/9	# of pages	3
Post-it® Fax Note	7671	From	B. Tom
To	Michael Pletsch	Co.	
Phone #	521-08209	Phone #	586-1920
Fax #	532-3141	Fax #	

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

September 9, 1999

ADDENDUM 8
TO
RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

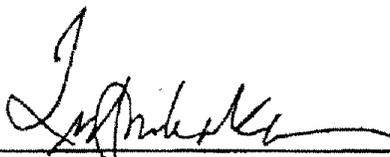
The following changes are hereby made:

1. Replace page 8 (Final September 1, 1999). The following change has been made to the Significant Dates:
 - a. The deadline for Best and Final Offer Due is changed to 10:00 a.m., October 1, 1999.
 - b. Discussions (if any) with Priority Listed Offerors have been extended to September 24, 1999.

All subsequent dates are similarly adjusted to correct Significant Dates in accordance with the noted revisions.

2. Replace Appendix G, Addendum Log.

This addendum is being published to accommodate an occurrence in which a Priority Listed Offeror has withdrawn. Another proposal and vendor has been selected in the top three Priority Listed Offerors. The new proposal/vendor has the same opportunity for discussion as described in the RFP, and all best and final offers must be submitted on the revised date shown in Significant Dates.



Lester M. Nakamura, Administrator
Information and Communication Services Division

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)	
Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to September 24, 1999
Best and Final Offer Due; 10:00 a.m.	October 1, 1999
Contractor Selection	October 15 1999
Estimated Date of Contract Issuance	November 1, 1999
Estimated Start Date	November 15 1999
Work Plan Presentation for PART 1	November 26, 1999
Work Plan Presentation for PART 2	November 26, 1999
Final Work Plan Submission for PART 1	December 13, 1999
Final Work Plan Submission for PART 2	December 13, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	November 15, 1999 to June 15, 2000
Estimated Completion Date all Phases	March 31, 2001
Estimated Completion: Post Implementation Support	March 31, 2005

300283

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999
Addendum 6	Change to Significant Dates And Notice of Consolidated Server	July 23, 1999
Addendum 7	Change to Significant Dates and Correct RFP Price Language	August 26, 1999
Addendum 8	Change to Significant Dates	September 9, 1999

End-of-log-entries.

300284

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

September 17, 1999

ADDENDUM 9
TO
RFP NO. ICS-FY-99-052

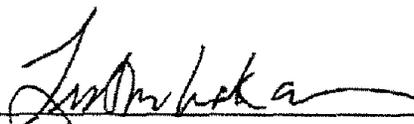
SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final September 1, 1999). The following change has been made to the Significant Dates:
 - a. Additional language is inserted following the Significant Dates heading as follows:

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows:
 - b. Discussions (if any) with Priority Listed Offerors have been postponed until after September 27, 1999.
2. Replace Appendix G, Addendum Log.

This addendum is being published to accommodate a need by the BOC to postpone (or halt) the RFP process and schedule pending the resolution of a protest as required by the Hawaii Administrative Rules.



Lester M. Nakamura, Administrator
Information and Communication Services Division

Date	9/17/99	# of pages	4
From	BDM		
To	Michael Pietsch		
Phone #	586-1920		
Fax #	532-3141		
Post-It Fax Note	7671		
Phone #			
Fax #			

2.3 SIGNIFICANT DATES

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows: All time is shown as Hawaiian Standard Time (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to October 8, 1999
Best and Final Offer Due; 10:00 a.m.	October 25, 1999
Contractor Selection	November 1, 1999
Estimated Date of Contract Issuance	November 12, 1999
Estimated Start Date	November 22, 1999
Work Plan Presentation for PART 1	December 6, 1999
Work Plan Presentation for PART 2	December 6, 1999
Final Work Plan Submission for PART 1	December 13, 1999
Final Work Plan Submission for PART 2	December 13, 1999

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PROPOSAL PREPARATION

Estimated Initial Contract Period for Part1 Tasks 1-6

November 22, 1999

to June 15, 2000

Estimated Completion Date all Phases

March 31, 2001

Estimated Completion; Post Implementation Support

March 31, 2005

300287

APPENDIX G

ADDENDUM LOG

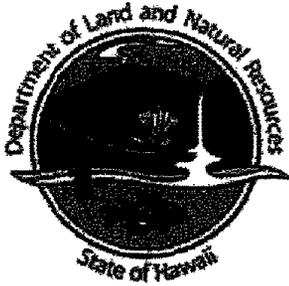
The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999
Addendum 6	Change to Significant Dates And Notice of Consolidated Server	July 23, 1999
Addendum 7	Change to Significant Dates and Correct RFP Price Language	August 26, 1999
Addendum 8	Change to Significant Dates	September 9, 1999
Addendum 9	Change to Significant Dates	September 9, 1999

End-of-log-entries.

300288

Title Guaranty of Hawaii



DLNR
Bureau of Conveyances

*A Proposal To Replace the Land Court
System and Regular Automated Tracking
System for the Department of Land and
Natural Resources, Bureau of
Conveyances*

May 28, 1999

300289

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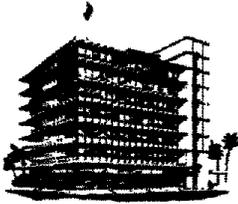
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SECTION I, PROPOSAL AND TRANSMITTAL LETTERS

Per the instructions contained in RFP ICS-FY-99-052, Section 2.9.2, Offeror's Letter, a copy of the Transmittal/Offeror's Letter and the Subcontractor's Statement are included in this section.

300292



TITLE GUARANTY OF HAWAII

INCORPORATED

235 QUEEN STREET • P.O. BOX 3084 • HONOLULU, HAWAII 96802 • TELEPHONE 533-8261

May 21, 1999

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

SUBJECT: Proposal/Transmittal Letter

Dear Mr. Nakamura:

The undersigned has carefully read and understands RFP No. ICS-FY-99-52 and hereby proposes, if selected, to furnish and deliver all items stated in this Proposal.

Any general questions which the Information and Communication Services Division or the State of Hawaii may have regarding this proposal should be directed to:

Mr. Michael A. Pietsch
President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813
Telephone: 521-0259
Facsimile : 532-3160

Questions of a technical nature may be directed to:

Ms. Debra Pyrek
Vice President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813
Telephone: 533-5824
Facsimile: 532-3141

The undersigned further understands and agrees that:

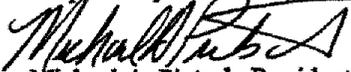
1. All addenda to this RFP have been received (3) and are understood.
2. The undersigned is a corporation which is registered with the Business Registration Division of the State of Hawaii Department of Commerce and Consumer Affairs to do business in the State of Hawaii; and has a State of Hawaii General Excise Tax License.
3. Per instructions, a statement from our proposed subcontractor is appended to the Transmittal Letter.

300293

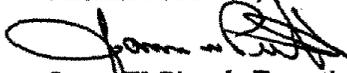


4. It is understood that the State of Hawaii reserves the right to reject any and all Proposals and to waive any defects, when in the State's opinion, such rejection and waiver may be made in the best interest of the State.
5. By submitting this proposal, the undersigned is declaring that the proposal is not in violation of Section 84-15, Hawaii Revised Statutes, concerning prohibited State contracts and that the undersigned is certifying that this proposal was arrived independently, without consultation, communication, or agreement with any other Offeror or competitor. No attempt was made or will be made by the undersigned to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
6. If awarded the Contract, any services performed must be performed in accordance with Section 103D, Hawaii Revised Statutes.
7. This proposal contains assumptions and constraints which have not been approved in advance by the State of Hawaii.
8. The undersigned acknowledges that the entire RFP has been read and understood and agrees to be bound by its terms and conditions.
9. Per instructions, the undersigned affirms that the proposal and prices in the proposal are firm and shall remain so throughout the contract period.

Respectfully Submitted,


 Michael A. Pietsch, President

Date: 5/21/99


 James W. Pietsch, Executive Vice President
 Title Guaranty of Hawaii, Inc.
 235 Queen Street
 Honolulu, HI 96813

Date: 5/21/99

Hawaii General Excise Tax No.: 10005663

Type of Organization:

- Individual
- Joint Venture
- Partnership
- Corporation

Federal ID No. 99-0105031

State of Incorporation:

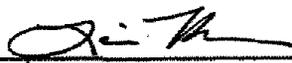
- Hawaii
- Other

Attachments

I hereby certify that at a meeting of the Board of Directors of TITLE GUARANTY OF HAWAII, INC., a Hawaii corporation, held on May 12, 1999, the following resolution was adopted:

"RESOLVED, that any two of the President, Executive Vice Presidents and Secretary be, and they hereby are, fully authorized and empowered to execute any and all documents necessary to enter into a contract with the State of Hawaii, Department of Accounting and General Services, Information and Communication Services Division, in connection with the State's implementation of a replacement Land Court and regular automated tracking system (RFP No. ICS-FY-99-052, as amended by Addendum 1)."

DATED: Honolulu, Hawaii; May 12, 1999.



Lois Kawano
Assistant Secretary

300295

J.W. LOO & ASSOCIATES
Management Consultants

Post Office Box 22205
Honolulu, Hawaii 96823
Telephone: (808) 528-7176
Fax: (808) 523-8543
Email: jwia@aloha.net

May 20, 1999

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

SUBJECT: Subcontractor's Statement

Dear Mr. Nakamura:

This is to inform you that J.W. Loo & Associates has reviewed the requirements as set for in *Request for Proposals (ICS-FY-99-052) To Replace the Land Court System and Regular Automated Tracking System for the Department of Land and Natural Resources, Bureau of Conveyances*. Based on our understanding of those requirements, it is our intent to enter into a subcontract arrangement with Title Guaranty of Hawaii, Incorporation (TG) to perform project management and technical support services as specified in the proposal to implement Part 2 Project tasks.

Jeffrey W. Loo dba J.W. Loo & Associates is a sole proprietorship registered to do business in the State of Hawaii. Our agreement to perform the above services as a subcontractor to TG is willingly given.

Should you have any questions in this matter, please do not hesitate to call at 528-7176.

Yours very truly,



Jeffrey W. Loo, Principal
J.W. Loo & Associates

300296

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999

End-of-log-entries.

300297

G1

Final: May 13, 1999

RFP No. ICS-FY-99-52

SECTION II, EXECUTIVE SUMMARY

Title Guaranty of Hawaii, Incorporation (TG) is pleased to have the opportunity to offer its response to *Request for Proposals (ICS-FY-99-052) To Replace the Land Court System and Regular Automated Tracking System for the Department of Land and Natural Resources, Bureau of Conveyances*. Per the specifications contained in the Request for Proposal (RFP), it is our intent to propose our services to perform the Part 2 project tasks. We believe our proposed approach to performing the Part 2 project tasks and to deliver the ten-year span of recorded document images meets and significantly exceeds the Bureau of Conveyance (BOC) requirements as set forth in the RFP.

Our proposed approach offers significant benefits to the BOC since it will use TG's already digitized recorded document images as the basis for image files delivered to the BOC. As such, we believe we will be able to deliver recorded document images to the BOC in less time and for less cost than other prospective Offerors.

Based on our proposed work plan, we believe that we will be able to deliver the ten-year span of documents to the BOC by the scheduled end of the first project phase on March 31, 2000. And since we have already completed the labor intensive document conversion process, we will be able to focus on critical quality review tasks to ensure that recorded document images delivered to the BOC are of acceptable quality.

Finally, all of our proposed work will be performed in Hawaii by TG staff, so the BOC can be assured of local control of the project. Should any problems arise during the project and during the post conversion period, TG will be able to quickly and conveniently respond.

Our proposed approach includes the use of a dedicated, high-speed network link to transmit finished recorded document image batches to the BOC. In addition to simplifying the operational processes related to migrating such a high volume of large document image files, the BOC to TG network link offers the BOC the opportunity to acquire use of finished document images long before the BCIS and associated image storage components are implemented.

In addition to our response to perform Part 2 project tasks as specified in the RFP, our proposal also contains two outsourcing alternatives that we encourage BOC management to give serious consideration.

The Recorded Document Image Repository, Alternative One provides for a relatively low-cost outsource arrangement that delivers to the BOC fast access to recorded document images stored at TG. With Alternative One, the BOC would be able to redeploy a significant portion of the funds allocated for acquiring the ten-year span of recorded document and to use those funds for higher value BOC projects.

The New Recorded Document Images, Alternative Two provides for a low-cost outsource arrangement that delivers to the BOC an efficient document capture capability for new recorded documents. With Alternative Two, the BOC would be able to refocus its resources from implementing relatively low value document capture systems and to enhance its BCIS implementation in areas that deliver real value to BOC customers.

A description of both these two alternatives is provided in Section III, Alternatives.

300298

TG believes that its extensive experience in the real property title industry, its experience with performing comparable document conversion projects, and its long working relationship with the BOC makes us the ideal candidate to performing the BOC Part 2 project tasks. We are a long established Hawaii company with the capability to provide the BOC with locally based services throughout the duration of this project.

We look forward to your favorable consideration of our proposal.

300299

SECTION III, PROJECT APPROACH, WORKPLAN AND SCHEDULE

Project Approach

This section describes TG's proposed approach for performing *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*.

Background

The Department of Land and Natural Resources, Bureau of Conveyances (BOC) is the only state in the nation with a single state-wide recording office for real property transactions. Among its responsibilities, the BOC:

- Examines, records, indexes, and microfilms over 344,000 Regular System and Land Court documents and maps annually.
- Issues Land Court Certificates of Title.
- Certifies copies of matters of record.
- Researches UCC requests.

While stated simply, these operations are complex and leave extremely small margin for error. As a consequence, the BOC has identified computers and their associated electronic devices as critical support tools necessary for staff to perform their jobs efficiently.

The BOC currently utilizes two systems: The Regular System, a partially automated system with only the index automated, and the Land Court System (LCATS) which is fully automated. Both systems and processes are similar and include many of the same document processing requirements. The Land Court System does include additional document verification steps not required in the Regular System.

At present, the BOC has seventeen (17) personal computers that it uses in its Land Court System. These computers are standalone 350 MHz, 64-Mb memory units.

Project Objectives

The project objectives, as stated in *Request for Proposals (ICS-FY-99-052) To Replace the Land Court System and Regular Automated Tracking System for the Department of Land and Natural Resources, Bureau of Conveyances*, are to develop and implement a replacement Land Court and Regular Automated Tracking System for the State of Hawaii. The replacement system, hereafter referred to as the Bureau of Conveyances Integrated System (BCIS), shall be a turnkey or fully functioning and efficiently operating system with the following features:

300300

- Retain all of the current functions and facilities provided by the Land Court and Regular Systems.
- Retain the current ability to permit remote access by current LCATS subscribers.
- Retain the current look and feel of LCATS to minimize the operational impact of BCIS on the BOC.
- Integrate the BCIS into BOC operations without disruption to staff and customers, maintain zero data loss or reentry and minimize the complexity of data conversion to ensure data migration accuracy.
- Permit access from any Neighbor Island.
- Enable the BOC to electronically store and retrieve images of documents recorded and provide for the option to extend retrieval of these images from any Neighbor Island at a later date.
- Convert microfilmed images of documents to a format and media compatible with the new BCIS.

In addition, the completed BCIS shall have the following characteristics:

- *Efficient.* The BCIS should be designed to fit the workflow and volume of the BOC, with reasonable room for expansion.
- *Economically feasible.* The BCIS should be implemented within the State's financial, operating, economic, and technological constraints.
- *Functional.* The BCIS should be designed with techniques and technology proven to work at similar installations to the BOC.
- *Manageable and user friendly.* The BCIS allows all BOC personnel, with reasonable training, to easily and fully utilize the system.
- *Accessible, yet secure.* The BCIS addresses physical and system access security concerns at all sites and centers. It is equipped with built-in security to protect the integrity of programs and systems that require limitations on access. It allows reasonable access to those who need it.
- *Safe.* The BCIS must provide for reliable access to information stored on its hardware and the maximum amount of time the data is available to the Bureau.
- *Accurate.* The BCIS must ensure that data stored is accurate and incorporates all data elements present in the LCATS and General Index systems.

Scope of Work

Based upon the information provided in the Request For Proposal (RFP), we understand that the BOC desires to engage the services of a qualified consultant to assist to design, develop and implement a system to enhance the current Land Court and Regular automated tracking systems operated by the Bureau.

300301

The tasks included in this engagement are as specified in the RFP, Section 3.10. They are summarized as follows:

- Task 1. Establish BOC network.
- Task 2. Validate the BCIS requirements.
- Task 3. Install Database/Application server hardware and software.
- Task 4. Implement imaging capability on the BOC Network.
- Task 5. Implement imaging capability to the BCIS application.
- Task 6. Enable remote access to text data.
- Task 7. Enable remote access to image data.
- Task 8. Enable public access to text data.
- Task 9. Enable public access to image data.
- Task 10. Remediate data.
- Task 11. Perform GIS requirements study.
- Task 12. Load back microfilm images.

As stated in the RFP, the tasks are grouped into two independent parts. The first part consists of Tasks 1 -Task 11. The second part consists of Task 12.

Based upon the information provided in the RFP, it is our understanding that Offerors have the option to submit proposals for both parts or only one part. It is the intent of Title Guaranty of Hawaii, Incorporated (TG) to propose the services associated with Part 2 (Task 12, Load Back Microfilm Images).

Approach

Based on our understanding of the BOC, the information provided in the RFP and our discussions with BOC staff, we have developed an approach that performs the proposed Part 2 Tasks in a manner that is directly responsive to the specified scope of services for that part.

Our proposed approach to performing the Part 2 Tasks offers the following distinguishing attributes:

- ***Meets and exceeds the specified BOC RFP requirements.*** TG's proposal provides for the delivery of approximately two million Land Court and Regular System recorded document images in standard TIFF format, as specified in the RFP specifications. It also provides a document index database containing the document record number and TIFF file name for each document. The database will be delivered in a format that can be exported to any ANSI standard SQL database selected by BOC.

300302

- ***Provides most cost-effective solution for the BOC.*** TG's proposal assumes use of already digitized recorded document images contained in its corporate image repository. As a result, our approach does not include primary document conversion activities and we are able to pass the cost savings on to the BOC.
- ***Provides BOC with high quality document images in a short amount of time.*** In large microfilm conversion projects such as the BOC project, it is not uncommon for image quality to be uneven due to the high volume of frames that must be processed. Our approach provides for a quality review of recorded document delivered to the BOC.

And since we will start with already digitized recorded document images, we will be able to deliver finished document images to the BOC in a relatively short time period. We estimate that we will be able to deliver the ten years of document images to the BOC by the stipulated end of the first project phase on March 31, 2000

- ***Provides BOC with near term access to finished recorded document images.*** Our approach includes the installation of a dedicated network link for transmission of finished recorded document images to the BOC. With this link, TG will be able to transmit to the BOC document image batches as soon as they have been quality reviewed. And the batches will be incremental, thus facilitating the mass migration process.
- ***Provides BOC with the opportunity to earn revenue from the recorded documents even before the BCIS is installed.*** TG will make a browser based image viewer application available to the BOC so that it can use the network link to immediately access recorded document images stored on the TG recorded document image transfer repository. This application supports the capability to retrieve, display and print images stored in the repository.
- ***Provides a safe alternative to transporting BOC microfilm to a remote site.*** TG has both digitized and microfilm copies of the recorded documents that are to be delivered to the BOC. TG will not have to utilize source recorded documents or microfilm from the BOC. As a result, the BOC will be able to minimize its risks related to loss, damage, or unauthorized duplication to its recorded document microfilm during transport to and use at a remote vendor site.
- ***Provides local support capabilities to BOC to resolve post conversion issues.*** Since TG is a locally based company, we will be able to easily address and resolve potential issues that may arise during the post image conversion and loading period. Should there be problems with the quality of delivered document images, TG will be able to easily resolve them here without need to resend source documents to a remote location for rescans.
- ***Minimizes operational impacts to the BOC.*** Since TG will not require use of BOC microfilm records, the BOC can be assured that it has full access to these records for copying purposes throughout the project period. Additional, the BOC will be able to eliminate the need to create additional operational steps related to tracking microfilm reels loaned to the Part 2 Project vendor.

300303

Work Plan

This section describes TG's proposed work plan for performing *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*.

Perform Project Management

This is the logical first phase of the project. The BOC Project Manager and TG Project Leader are responsible for organizing the project team and finalizing the detailed project work plan.

The detailed project work plan will identify project tasks, assigned resources, project milestones, deliverables, and deliverable submittal dates. It will also include tasks to address defined integration issues to ensure that Part 1 and Part 2 tasks are executed as proposed and to ensure that there is adequate coordination between TG and the selected Part 1 vendor.

Project management tasks are also included in this project phase. To ensure that the BOC is continuously involved in the project and that the project is completed as mutually agreed, regular bi-weekly status meetings with the BOC Project Manager will be scheduled throughout the project.

Project management reports including project schedules, deliverables status, and management issues will be provided as part of the project management tasks. Depending on available BOC capabilities, we can deliver ongoing project management information via email or website to reduce the need for onsite meetings.

Develop Approved Project Work Plan

- Review Part 1 Team Proposed Solution
- Identify New and Modified BOC Requirements
- Identify Scope and Implementation Issues
- Assess Impact on Part 2 Implementation
- Develop Detailed Project Work Plan
- Present Detailed Project Work Plan
- Perform Mutually Agreed Modifications
- Negotiate Fees for Modified Activities
- Approve Final Project Work Plan

Perform Project Management Activities

- Develop Management Reports and Processes
- Implement Project Team Training
- Monitor Progress on Deliverables
- Monitor and Resolve Project Issues

Implement Project Status Meetings

- Develop Project Status Reports
- Attend Project Status Meetings

300304

Implement Backfile Review Preparation

This project phase sets up operation processes and systems that support the preparation of recorded documents to be transmitted to the BOC as the Part 2 deliverable. The design of operation processes and systems defined in this project phase assumes that recorded document images currently existing in the TG image repository will be the primary source of document images to be supplied to the BOC.

The operation processes will include procedures to quality review selected document images to ensure that they are complete and meet specified image quality standards. Specific tasks will be included to resolve instances of missing documents, missing document pages, and poor image quality.

This project phase also implements the system environment that will support the quality review process. This includes implementation of the primary document index database and the image repository. The latter will be used to retain finished recorded document images pending transmission to the BOC.

Lastly, this project phase includes performing tests to ensure that defined processes and systems work satisfactorily and are capable of processing document images in a manner that meets TG output and quality performance benchmarks.

Develop Document Review Process

- Define Document Review Tasks and Procedures
- Define Missing Document Scan Tasks and Procedures

Develop Document Review System Environment

- Develop Document Index Transfer Database
- Implement Document Image Transfer Repository

Perform Document Review Workstation Preparation

- Define Document Review Workstation Requirements
- Procure Required Hardware, Software, Equipment, and Supplies
- Install Required Hardware, Software and Equipment

Perform Backfile Review Tests

- Perform Hardware and Software Tests
- Perform Processing Integrity Tests
- Perform Processing Volume Tests

Perform Management Assessment

- Assess Document Review Processes
- Approve Document Review Processes

300305

Implement Backfile Review

This project phase implements specified quality review activities for document images selected for transmission to the BOC. Document images available for selection by the BOC include recorded documents for Land Court and Regular system real property transactions beginning from January 1987.

In the quality review process, the recorded document image set selected by the BOC will be reviewed for completeness. Document record number lists will be validated against available BOC master files to ensure that an entry exists for each recorded document processed by the BOC during the selected time period.

Recorded document image files will then be sampled and reviewed to ensure that there are no missing pages and that pages meet specified image quality standards. Document and page rescans will be performed as appropriate.

Finished document images will be loaded into the TG document image transfer repository. Transmission to the BOC of finished recorded document images will be according to a mutually agreed upon batch schedule. To facilitate BOC access to the finished recorded document images, TG will provide specified quantities of a browser based image viewer that can be used to retrieve, display and print finished recorded document images stored in the TG document image transfer repository.

Perform Document Image Selection

- Select Documents for Each Time Period Batch
- Populate Document Index Transfer Database for Time Periods
- Develop Documents Record No. List for Defined Time Periods
- Perform Document Records No. Validation with BOC
- Confirm Final Document Records Total

Perform Document Integrity Validation Activities

- Confirm Document Image Files for Each Listed Document Record No.
- Perform Microfilm Scans to Capture Missing Document Images
- Update Document Database with New File Information
- Resolve Duplicate Record and Record No. Issues

Perform Document Quality Assurance Activities

- Confirm Image Quality
- Perform Microfilm Scans to Replace Unacceptable Images
- Update Document Database with New File Information

Perform Preliminary Migration Activities

This project phase sets up the processes and systems that will be used to transmit finished recorded document images to the BOC.

We propose that a direct telecommunications link between TG and the BOC will be installed to transport finished document images to the BOC. The network link will also be available to the BOC to access finished recorded document images stored on the TG document image transfer repository while the BCIS is being developed.

Activities will also be implemented to identify potential migration issues and to define processes to ensure that the migration of finished recorded document images to the BOC

300306

is performed in a manner that is most efficient and least intrusive to BOC daily operations.

Implement Document Image Transport System

- Review BCIS Imaging on Network Specifications (Task 4)
- Review BCIS Imaging Specifications (Task 5)
- Review BCIS Target Image Server
- Coordinate Network Link Install to BOC Image Server
- Perform Preliminary Tests
- Perform Corrective Actions

Perform Document Image Migration Planning

- Identify BOC/TG Operations Issues
- Define Batch Transmission Protocols and Specifications
- Define Document Image Batches
- Develop Document Image Migration Checklists

Perform Document Image Migration

This project phase accomplishes the migration of finished recorded document images from TG to the BOC. It includes quality review checks to ensure the integrity of transmitted images.

This project phase also includes prescribed acceptance test activities for Part 2 deliverables.

Implement Document Image Migration

- Select Defined Document Image Batches
- Execute Image Transmission According to Batch Schedule
- Perform Quality Review Checks

Perform Acceptance Tests

- Negotiate Acceptance Test Criteria
- Monitor BOC Random Sampling Activities
- Assess Identified Defects
- Perform Agreed Upon Defect Resolution Activities

300307

Project Schedule

This section provides a preliminary project schedule based on the significant dates defined in the RFP and our proposed work plan. Start and end dates are defined for each major project phase and activity.

Our proposed project schedules assumes the following:

- The BOC project starts on time and follows the schedule detailed in the RFP.
- The BOC and TG experience no Year 2000 problems that causes disruptions beyond the control of either party.
- TG project staff will be provided timely and reasonable access to BOC documents and information required for specified project activities and deliverables.
- The BOC Project Manager and designated staff will provide timely review and feedback on specified project deliverables.
- The completion of Part 2 activities, as proposed, are not made contingent upon final completion of Part 1 deliverables.

ACTIVITY DESCRIPTION	START DATE	END DATE
PERFORM PROJECT MANAGEMENT	August 2, 1999	March 31, 2000
Develop Approved Project Work Plan	August 2, 1999	September 1, 1999
Perform Project Management Activities	August 9, 1999	March 31, 2000
Implement Project Status Meetings	September 1, 1999	March 31, 2000
IMPLEMENT BACKFILE REVIEW PREPARATION	August 9, 1999	August 27, 1999
Develop Document Review Process	August 23, 1999	August 27, 1999
Develop Document Review System Environment	August 23, 1999	August 27, 1999
Perform Document Review Workstation Preparation	August 9, 1999	August 20, 1999
Perform Backfile Review Tests	August 23, 1999	August 27, 1999
Perform Management Assessment	August 23, 1999	August 27, 1999
IMPLEMENT BACKFILE REVIEW	August 23, 1999	March 31, 2000
Perform Document Image Selection	August 23, 1999	August 31, 1999
Perform Document Integrity Validation Activities	September 1, 1999	March 17, 2000
Perform Document Quality Assurance Activities	September 1, 1999	March 17, 2000
PERFORM PRELIMINARY MIGRATION ACTIVITIES	August 23, 1999	September 1, 1999
Implement Document Image Transport System	August 23, 1999	September 1, 1999
Perform Document Image Migration Planning	August 23, 1999	August 27, 1999
PERFORM DOCUMENT IMAGE MIGRATION	August 23, 1999	March 31, 2000
Implement Document Image Migration	September 1, 1999	March 31, 2000
Perform Acceptance Tests	August 23, 1999	March 31, 2000

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Alternatives

This section provides an overview of two alternatives that extend our proposal to perform *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*. Based on our understanding of the BOC requirements and our extensive experience with implementing a comparable system and document conversion project, we believe the two alternatives present the BOC with very significant near term and potential long term value. We encourage the BOC to seriously consider the opportunities that our proposed alternatives provide.

The *Recorded Document Image Repository, Alternative One* provides for a relatively low-cost outsource arrangement that delivers to the BOC fast access to recorded document images stored at TG. With Alternative One, the BOC would be able to redeploy a significant portion of the funds allocated for acquiring the ten-year span of recorded document and to use those funds for higher value BOC projects.

The *New Recorded Document Images, Alternative Two* provides for a low-cost outsource arrangement that delivers to the BOC an efficient document capture capability for new recorded documents. With Alternative Two, the BOC would be able to refocus its resources from implementing relatively low value document capture systems and to enhance its BCIS implementation in areas that deliver real value to BOC customers.

The *Recorded Document Image Repository, Alternative One* and the *New Recorded Document Images, Alternative Two* have been designed as independent modules but are fashioned to be complementary to each other. Taken together, they offer BOC a superior solution for enabling access to new and archived recorded documents at a cost effective price.

TG is very willing to discuss modifications to its BOC Part 2 Project proposal and the two alternatives to ensure that TG is able to address BOC concerns and its requirements.

Recorded Document Image Repository, Alternative One

The *Recorded Document Image Repository, Alternative One* is a variation of our proposal to perform the BOC Part 2 Project. It provides BOC with a cost effective option to use the TG recorded document image repository on an outsource basis.

As in our proposed BOC Part 2 Project approach, we will quality review specified recorded documents for a ten year period, install a dedicated network link to the BOC, and provide a complete document index database to the BOC for upload to its BCIS database.

In Alternative One, finished recorded document images would be stored on a high capacity RAID array at TG. Using the dedicated, high-speed network link, the BOC would use the BCIS application or TG provided browser based image viewers to access the TG recorded document image repository. From its main offices and Neighbor Island offices, the BOC would be able to search, retrieve, display, print and download recorded documents from the TG recorded document image repository.

Under Alternative One, the BOC would retain the option to acquire the ten-year span of recorded documents from TG. Upon termination of the outsource agreement, TG would be prepared to provide the BOC with the ten-year span of recorded document images for a mutually agreed upon price. At termination, TG would execute the specified tasks in its BOC Part 2 Project work plan related to image migration and initiate transmission of recorded documents to the BOC over the network link.

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Based on our understanding of the BOC's requirements and our experience derived from many years in the title insurance business in Hawaii, we believe the *Recorded Document Image Repository, Alternative One* offers the following benefits to the BOC:

- *Offers the BOC full access to necessary recorded documents without the conversion and operations costs.* With Alternative One, the BOC has the option to delay or eliminate proposed costs to digitally convert microfilm and to manage a high capacity image server/optical jukebox system environment. We believe that with Alternative One, the BOC has an opportunity to save \$200,000 - \$400,000 in document conversion costs and approximately \$250,000 - \$400,000 in image storage equipment acquisition and installation costs. Additional operational costs and staff costs savings could also be derived since the BOC would not require operations staff to maintain the image server/optical jukebox systems.
- *Offers BOC with near term access to necessary recorded documents.* With Alternative One, TG can offer BOC near term access to the ten-year span of recorded documents that it requires. Once recorded document images have been quality reviewed, they will be available on the TG recorded document image repository for access by BOC offices, both on Oahu and the Neighbor Islands. Under Alternative One, the BOC will not have to wait for final completion of the BCIS before it is able to access recorded document images.
- *Offers BOC a high speed documents retrieval option with off-site backup safeguards.* With recorded documents stored on the TG RAID array based image repository, the BOC will have a superior image delivery platform for accessing recorded documents. A RAID based storage system is the optimal solution for retrieval of large image files and transmission over the Internet and over the State HAWAIIAN Network. And the BOC is assured of having adequate off-site backups in case of systems failure and disruptions. In addition to safeguards built into the RAID array device, TG maintains both CD based image duplicates and microfilm copies of its recorded document images.

New Recorded Documents Images, Alternative Two

The *Recorded Document Images, Alternative Two* is an extension of our proposal to perform the BOC Part 2 Project and Alternative One. It provides BOC with a cost effective option to access new recorded documents stored in the TG recorded document image repository on an outsource basis.

Under Alternative Two, TG would perform document image capture tasks similar to those currently offered to the BOC. On a daily basis, TG would scan new recorded documents, perform image quality review, and enter document index data. The new recorded document images would subsequently be loaded to a designated BOC image server and to the TG recorded document image repository.

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In Alternative Two, the BOC would have the option of retrieving new recorded document images from its own image server or the TG recorded document image repository.

We believe the *Recorded Document Images, Alternative Two* offers the BOC the following benefits:

- ***Offers the BOC full access to new recorded documents without the conversion and operations costs.*** With Alternative Two, the BOC has the option to delay or eliminate proposed costs to digitally convert new recorded documents. We believe that with Alternative Two, the BOC has an opportunity to save \$100,000 - \$200,000 in document capture software costs and approximately \$100,000 in document scanning and image storage equipment costs. Additional operational costs and staff costs savings could also be derived since the BOC would not require operations staff to perform document preparation and capture tasks.
- ***Offers BOC with near term access to necessary recorded documents.*** With Alternative Two, TG can offer BOC near term access to new recorded documents. Once new recorded document images have been loaded to the BOC image server and the TG recorded document image repository they will be available for access by BOC offices, both on Oahu and the Neighbor Islands. Under Alternative Two, the BOC will not have to wait for final completion of the BCIS before it is able to access new recorded document images.

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SECTION IV, ORGANIZATION AND STAFFING

This section describes the project organization and the roles of the respective project team members. Our proposed project organization has been developed based on the requirements outlined by the BOC for performing *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*. It reflects project team units that optimally match individual talents and expertise with the project tasks and responsibilities.

Organization Chart

An organization chart of our proposed project team is provided on the following page. All work to be performed by our proposed project team will be done from TG office locations in Honolulu.

Position Descriptions

This section provides a general description of the positions included in the project organization chart. It also includes the names of our proposed team managers.

BOC Project Manager

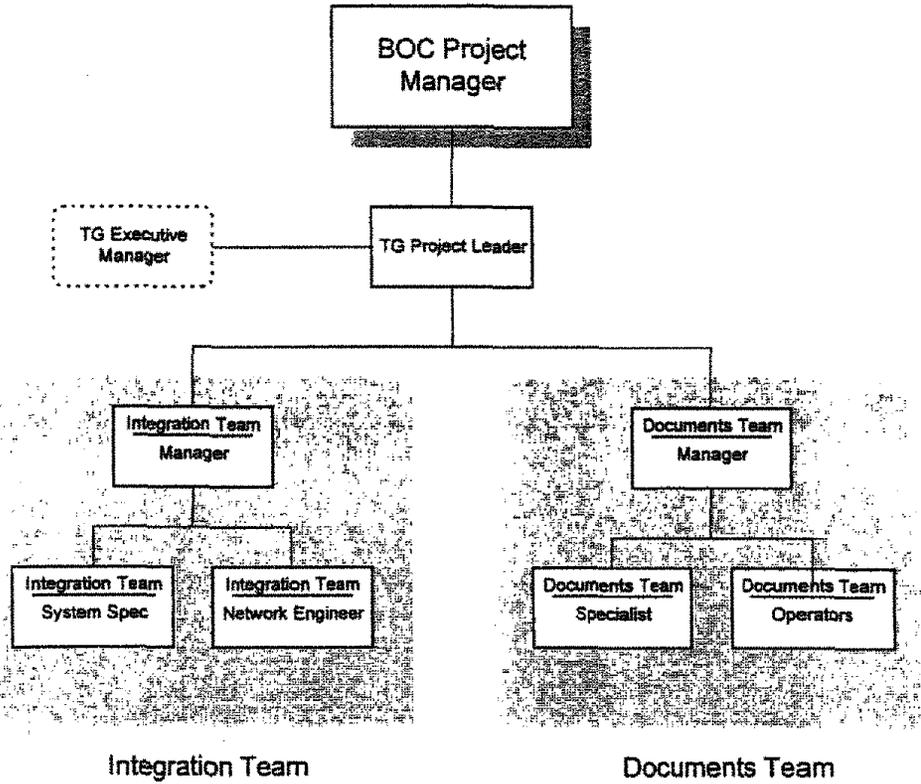
The BOC Project Manager will serve as the designated BOC contact and will work directly with the TG project team. S/he will be the primary point of interaction between the project team and the BOC for administrative and reporting needs.

The BOC Project Managers responsibilities shall include:

- Cooperating with TG project team members in obtaining information as may be required for all project tasks.
- Monitoring the project plan and working with the TG Project Leader to remedy any scheduling issues.
- Scheduling appropriate reviews of project deliverables between the BOC and the TG project team.
- Ensuring that the department's reviews and approvals are provided on a timely basis.

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BOC Part 2 Project Team



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TG Executive Manager

TG Executive Manager will be in overall charge of the Part 2 Project for TG. She will be responsible for providing general supervision of the project, reviewing project matters relating to scope, budget, and billing policy, and reviewing final project deliverables to ensure that they meet TG and BOC quality standards.

The TG Executive Manager for this project will be *Debra Pyrek*. At TG, Debra is Vice President, Corporate Information Systems.

TG Project Leader

The TG Project Leader will be responsible to the BOC and to TG for the operational supervision of the Part 2 project. He will work closely with the BOC Project Manager to manage all aspects of the implementation project including:

- Delivering the project within the time frame and budget proposed;
- Identifying and resolving issues that may complicate the successful project completion;
- Ensuring that all project team members meet their responsibilities and requirements;
- Ensuring that the project staff conform to all technical standards to the project; and,
- Allocating resources and controlling project activities to ensure that the project objectives are met and specified project deliverables are successfully completed.

The TG Project Leader will report to the BOC Project Manager and the TG Executive Manager on a regular basis to discuss the level of service quality and overall project status.

Jeffrey Loo will serve as the Project Leader. As Principal consultant of J.W. Loo & Associates, Jeffrey has many years of experience in project management, as well as a comprehensive background in system development, organization development, and general Hawaii State government operations..

The Integration Team

The Integration Team will be responsible for the tasks associated with implementing the systems supporting the quality review and transmission of recorded document images. Members of this team have been selected for their specialized experience in operational systems and network implementations.

The Integration Team will be managed by *Gerald Opedal*. At TG, Gerald is a Vice President in the Information Systems Department. Additional members of the Integration Team shall include a System Specialist and a Network Engineer. *Steve Tomlinson* will be

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the System Specialist on our project team. At TG, Steve is a System Engineer in the Information Systems Department.

The Documents Team

The Documents Team will be responsible for the tasks associated with implementing the quality review of recorded document images. Members of this team have been selected for their specialized expertise in high volume document imaging projects.

The Documents Team will be managed by *Carlos Buhk*. At TG, Carlos is Director, Record Management. Additional members of the Documents Team shall include a Documents Specialist and approximately 6 Documents Operators.

Contact Information

This section includes required contact information for our proposed project team managers.

NAME	TITLE	PHONE	FAX
Debra Pyrek	Vice President, Information System Department	533-5824	532-3141
Gerald Opedal	Vice President, Information System Department	521-0251	532-3141
Steven B. Tomlinson	System Engineer, Information System Department	539-7746	532-3141
Carlos Buhk	Director, Record Management	533-5803	533-2271
Jeffrey Loo	Principal, J.W. Loo & Associates	528-7176	523-8543

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SECTION V, OFFEROR BACKGROUND AND EXPERIENCE

Title Guaranty of Hawaii, Incorporated

Title Guaranty of Hawaii, Incorporated (TG) will serve as the prime contractor in this proposal to perform *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*.

TG has no pending litigation at this time.

Company Description

Title Guaranty of Hawaii, Incorporated (TG) is the oldest and largest kamaaina title insurance company in the State of Hawaii. Our roots trace back to 1896, with the formation of Makinney and Company; and to 1946, with the formation of Hawaiian Title Company. In 1952, Makinney and Company merged with Hawaiian Title Company, Limited to form Title Guaranty of Hawaii, Incorporated.

TG is located at 235 Queen Street in the Title Guaranty Building. Our sister company, Title Guaranty Escrow Services, Inc. has its main downtown branch in the same building and also has 15 additional branch offices located throughout the islands. There are seven escrow branches on Oahu, three on the Big Island, four on Maui and one on Kauai. Our neighbor island escrow branches provide assistance to the title company in obtaining real property tax information and court proceedings to support our title research.

TG is headed by Michael Pietsch, President, and employs over 200 people. Our title operation is supported by administrative departments responsible for our in-house title plant, records management system, and information systems. Our Information Systems department is staffed by fifteen people, which include Wang VS/UNIX Programmers, Software Engineers, Hardware Technicians, and Technical Operations personnel.

TG is the only title company in the State of Hawaii with a complete in-house title plant. Our title plant consists of copies of recorded documents and translations of early documents written in Hawaiian, dating back to the 1800's. It includes Grantor/Grantee indexes (found at the Bureau of Conveyances), court proceedings relating to real property from all circuits (found at the State Archives and Circuit Courts), and Tax Map information (found at the Real Property Assessment Division, Mapping Branch). We also maintain Federal District Court and Bankruptcy Court records.

In 1960 we began to maintain an internal indexing system by tax map key of all Regular system recorded documents. In 1986 TG automated this system into a computerized database. The database is updated daily for all documents recorded in both Regular and Land Court systems, and new Circuit and Federal court proceedings. Real property tax assessment information is also maintained by tax map key. Our computerized database provides on-line access to property transactions for the past twelve years.

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Title Guaranty of Hawaii, Related Project Experience

This section provides descriptions of related projects performed by TG.

Title Guaranty of Hawaii

Documents and Tax Maps Conversion, 1993 - Present

In 1993 our Imaging Project team worked with numerous vendors to design a system to digitize documents from microfilm. This document system includes tax maps, Land Court documents and Regular System documents (by liber/page before 1990). Our image system scans the microfilm documents, performs Optical Character Recognition (OCR) of Bureau-assigned document numbers for each document, automatically builds the document index, and allows for human verification of the index. At present, approximately 240 documents or 1,700 pages are processed into the digital library each day.

More than 21 million pages, which includes documents recorded since 1986, have been digitized. Images are currently available to 125 concurrent users within our title and escrow companies. Images are currently stored in 20 NSM jukeboxes connected to the main TG network. Documents can be retrieved in 13 seconds. Our ultimate gain in creating a digitized library of documents was realized by the integration of these images to our title research workflow and customer service. The system is currently being upgraded to convert our primary image storage subsystems from the CD jukeboxes to RAID arrays.

Title Guaranty of Hawaii

Integration of Imaged Documents to Title Research, 1995

In 1995 TG designed a unique split screen system for title researchers which enables the simultaneous view of recorded documents and property transactions, while preparing the title report. The integration of our imaging system into our workflow has significantly increased productivity and capacity within the Company. Our clients have also realized significant improvement in our servicing time.

Title Guaranty of Hawaii

Property Management Document Disclosure, 1996 - Present

In 1996 the State of Hawaii enacted the Condominium disclosure laws requiring specific documents to be provided to prospective buyers of condominium units. As a result, large property management companies of these projects were faced with the administrative burden of providing copies of various documents. Several management companies concluded that the process of updating and compiling up to 20 different document types for a full disclosure request required additional staffing and storage space. TG offered an alternative solution using an imaged-based document system.

TG currently provides an image-based document system for five property management companies. Our clients include Chaney Brooks & Company and Hawaiiana Management Company. Unrecorded documents (ex. Reserve Study Reports, meeting minutes, etc.) are received and scanned to our image database. TG delivers the disclosure request by compiling various recorded and unrecorded documents. A condominium disclosure packet can be prepared and packaged in less than 30 minutes due to high-speed, on-line document retrieval.

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Title Guaranty of Hawaii**Integration of Image Documents to Title Plant, 1998**

In 1998 TG fulfilled one of its dreams . . . to create a paperless environment in its title plant. Our image project team designed a unique split-screen workflow system to enable the simultaneous view of recorded documents and data entry screens. In July 1998 we discontinued the printing of recorded documents from microfilm. Our title plant was finally relieved of handling 250 paper based documents each day.

Title Guaranty Escrow Services**Escrow File Imaging, 1998**

In July 1998 we implemented an electronic file storage and retrieval system for our sister Company's escrow transaction files. This file scanning system is located at our record center facility in Moanalua. The system scans approximately 10,000 pages each day using a single scanner.

J.W. Loo & Associates

J.W. Loo & Associates will serve as a subcontractor on the BOC Part 2 Project.

J.W. Loo & Associates has no pending litigation at this time.

Company Description

J.W. Loo & Associates (JWLA) is a management consultant firm providing information technology and organization development consulting services to clients throughout Hawaii and the Pacific Rim. Established in 1985, J.W. Loo & Associates is a sole proprietorship headed by its principal, Jeffrey Loo.

We are versatile, consulting specialists with a clientele that includes major private sector companies, government organizations and non-profit agencies.

In assisting clients with their organization problems, JWLA takes an integrated consulting approach. We emphasize using information technology to help them improve the overall well-being of their company.

However, before applying information technology solutions, JWLA works with clients to examine their full company practices. We help them to analyze their internal processes and organization resources and make sure that they are well aligned with our clients' strategic business objectives.

One of our fundamental business principles is that we assign the best consulting talent to our client projects. Besides the expertise provided by our firm's associates, we are strategically allied with leading consulting firms in Hawaii and the Mainland and thus have access to the most qualified consultant resources available.

Over the past five years, our management consulting associates have performed successful engagements for numerous public and private sector clients with respect to the following areas:

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- **Information Technology.** We have assisted a wide range of clients with implementing information technology solutions. Specifically, we have developed system process models, defined process and data requirements, assessed system alternatives, developed system specifications and installed package systems.
- **Organization Development.** Our prior engagements have included organization reviews and analyses to assist clients with developing more effective organizational structures, work processes, and information flows. Our projects in this area have dealt with assessing operational effectiveness and efficiency in corporate and governmental operations including reviewing operating policies and procedures, management and worker practices, and service delivery methods.
- **Regulations.** We have assisted state and county agencies in determining the impact of federal regulations upon their operations, complying with these requirements, and assessing the effectiveness of the regulatory process. In addition, we have performed analyses that have assisted our clients to reduce or eliminate non-compliance sanctions. **General Studies.** We have performed research, evaluation and analysis projects in a wide range of areas including real property, economic development, vocational education, public education, demographic profiles and market trends.

Clients Served

A partial list of J.W. Loo & Associates clients includes the following:

Amfac Distribution, Hawaii	State of Hawaii
Ashiya University (Japan)	• Department of the Attorney General
Brewer Environmental Industries	• Department of Business, Economic Development & Tourism
Fred E. Waldron, Ltd.	• Department of Commerce and Consumer Affairs
Hawaii Community Foundation	• Department of Education
Hawaii Health Information Corporation	• Department of Hawaiian Home Lands
Hawaii Medical Association	• Department of Health
Healthcare Association of Hawaii	• Department of Transportation
Locations, Inc.	• Office of Environmental Quality Control
Monroe & Friedlander, Inc.	• Office of the Governor
Monroe & Friedlander Management, Inc.	• Office of the Legislative Auditor
North Hawaii Community Hospital	• University of Hawaii
Pacific Healthcare Research Institute	City & County of Honolulu
St. Francis Healthcare System of Hawaii	• Department of Transportation
Straub Clinic & Hospital	
Summit Planning	
Title Guaranty of Hawaii	

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J.W. Loo & Associates, Related Project Experience

Office of the Attorney General,
System Design, August 1994 - June, 1995
System Implementation, December, 1996 - 1997

For this major state agency, JWLA assisted with the development of an application and database system to support the statewide tracking of adult offenders. Our project responsibilities include performing business area analysis, designing application modules, and performing IE system methodology training. In a prior engagement, we assisted with selecting system methodologies and ICASE tools and developing the system function model for the application. Participating agencies included the police, prosecutor, judicial, and corrections related organizations in Hawaii. The system environment uses System Architect (CASE), Martin IE (methodology), Powerbuilder (system development) and Oracle 7 (RDBMS).

Department of Health
System Requirements, February 1994 - January 1995

For this major state health agency, we developed system requirements and technical specifications for a statewide child immunization tracking system. This include performing needs assessments, developing design alternatives, and preparing specifications for implementation of a data repository interfaced with the major primary care provider and insurers in Hawaii. For this engagement, the AGS SDM/Structured system development methodology was used.

Department of Transportation
System Requirements and Procurement, May 1993 - April 1994

For this major state transportation agency, we performed a requirements and feasibility study for imaging system applications to improve the performance of business processes in the airports operations. Both administrative and operations applications were included in the study scope. Our role included assessing user needs, defining systems requirements and specifications, assessing related network infrastructure, developing the system implementation RFP and performing project management on the system implementation. We used the AGS SDM/Structured system development methodology for this engagement.

Department of Health
System Requirements and Design, January 1992 - June 1992

For this major state agency, we assisted with a project to determine strategies for improving the processing and archiving of vital health records. This project involves performing a system analysis using the SDM/Structured Small Project Methodology and developing a functional certificate processing prototype. For the functional prototype, we assisted with developing applications to integrate Wang VS image files with DEC VAX based MUMPs data indexes on a Novell LAN. For this project, we were teamed with Wang Laboratories and ISDI.

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Office of the Governor

Project Facilitation, March 1996 - July 1996

For this executive State agency, we performed project management assistance to support court mandated compliance activities in the child mental health program area. Our responsibilities included facilitating project planning, analyzing project alternatives, and defining project schedules and deliverables.

Office of the Governor

Organization Reengineering, April 1995 - June 1995

For an executive State agency, we implemented an organization reengineering analysis to identify candidate agency processes that would benefit from business process reengineering. The scope of the analysis included all Executive Branch departments. The focus of the analysis includes identifying redundant public services, overlapping functional authorities, and diffused program responsibilities.

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SECTION VI, PRICE

Per the instructions in RFP ICS-FY-99-052, Section 2.9.4.7, Price, this section includes our proposed pricing for performing the BOC Part 2 project tasks.

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PART 1

Offeror declines proposing a price for PART 1

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PART 2

This section provides a summary of our proposed price for performing the BOC Part 2 project tasks. It also contains our stated assumptions.

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PART 2

Cost of Work

Based on the information provided to us and our stated assumptions, our estimated price to complete the BOC Part 2 project tasks as specified in the RFP ICS-FY-99-052 are provided below. Our price estimates are exclusive of out of pocket expenses (parking, form/supplies, extra image copies) that may be incurred to complete the project. These expenses will only be incurred with prior client approval and will be billed as a reimbursable expense.

DESCRIPTION	UNITS	UNIT PRICE	PRICE
Recorded Document Images	2,000,000	\$0.20	\$ 400,000
SUBTOTAL			\$ 400,000
Hawaii General Excise Tax (4.166%)			\$ 16,664
TOTAL			\$ 416,664

*Unit Price = (\$.025/page X 8 pages/doc)

As stated, our proposed price is for a ten-year span of recorded document images that would be delivered to the BOC by March 31, 2000. Should the BOC opt to order the ten-year span of images in two five-year increments, our proposed price for *each* increment would be \$208,332 including Hawaii General Excise Tax.

Assumptions

Our assumptions include the following:

- Our proposed fee is based on the total number of recorded document images actually delivered and accepted by the BOC. The 2,000,000 unit reference used in this price proposal is based on the total number of images estimate provided by the BOC in the RFP.

Should the actual delivered images total be more or less that the reference amount, our price will be based on a unit price of \$.20 per document image.

- It is our understanding that a single recorded document image is equivalent to a recorded document. Our proposed price is based on documents delivered, not pages. It assumes that each recorded document image contains approximately 8 pages per document. For computation purposes, our proposed price of \$.20 per document is based on a charge of \$.025 per page.

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PART 2

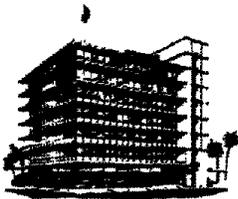
- Our proposed price is based on the assumption that the BOC selects a ten-year span of recorded documents with a starting period no earlier than January 1987.
- The monthly lease line charges for a single, dedicated telecommunications link installed between the BOC and TG are included in our proposed price and shall be the responsibility of TG until the scheduled end of this project phase on March 31, 2000. Thereafter, the costs for the lease line will be included in an outsource service agreement between BOC and TG or alternatively, the lease line will be terminated and removed if no agreement is entered into after March 31, 2000.
- Our proposed price is based on the assumption that we will incrementally bill for and be paid for recorded document image batches as they are transmitted and accepted by the BOC throughout the scheduled project period through March 31, 2000.
- Our proposed price is based on our assumption that acceptance of our deliverables will not be held contingent upon successful completion and acceptance of Part 1 deliverables.
- Our proposed approach includes an option for the BOC to use the TG image repository over the dedicated telecommunications link to access stored recorded document images during the duration of this project. Should the BOC be interested in exercising this option, TG is willing and prepared to discuss with the BOC a defined scope (e.g. number of users, BOC/public users, means of access) and a price for the service.

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SECTION VII, CERTIFICATION

Per RFP ICS-FY-99-052, Section 2.9.4.8, Certification, this section includes our certification setting forth our statement of the stipulated representations.

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TITLE GUARANTY OF HAWAII

INCORPORATED

235 QUEEN STREET • P.O. BOX 3084 • HONOLULU, HAWAII 96802 • TELEPHONE 533-6261

May 20, 1999

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

SUBJECT: Certification Letter

Dear Mr. Nakamura:

Per the instructions contained in RFP No. ICS-FY-99-52, Certification (Section 2.9.4.8), the undersigned certifies the following:

- The prices and cost data were arrived at independently, without consultation communication, or agreement with any other Offeror or competitor.
- Unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.

Respectfully Submitted,

Michael A. Pietsch, President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813

5/21/99

Date

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ATTACHMENT A, STAFF RESUMES

Per RFP ICS-FY-99-052, Section 2.9.4.5, this section includes resumes for all TG team managers on our proposed project team. A list of these individuals is provided below:

NAME	STAFF TITLE	PROJECT POSITION
Debra Pyrek	Vice President, Information System Department	TG Executive Manager
Gerald Opedal	Vice President, Information System Department	Integration Team Manager
Steven B. Tomlinson	System Engineer, Information System Department	Integration Team System Specialist
Carlos Buhk	Director, Record Management	Documents Team Manager

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NAME**Debra L. Pyrek****POSITION****Vice President, Corporate Information Systems
Title Guaranty of Hawaii, Incorporated****PROFILE**

Debra has extensive experience as a project manager, as well as hands-on programming expertise. She has technical expertise in design, implementation, testing and deployment of software applications and systems.

She has in-depth knowledge of the following programming languages, software packages and design tools: Microsoft Visual Basic 3.0 /4.0/5.0/6.0, Structured Query Language (SQL), Relational database design using Logic Works' ERwin/ERX, Database experience using Sybase System 10 and 11, Microsoft SQL Server 4.21, 6.0, 7.0, dBASE, Microsoft Access 2.0, 7.0, 97, Microsoft SourceSafe version control software, Microsoft Office 95 and 97 (all applications), Microsoft Project, Graphical development packages including Designer, PhotoStyler, HiJaak PRO, Icon Works, Visio, Publisher's Paintbrush, and various commercial and shareware products, Internet applications (Netscape, Mosaic, MSN, Eudora), Client-server and Wide Area Network (WAN) protocols (TCP/IP, FTP), Database communications via Sybase Open Client, ODBC and DBLIB, Windows 3.x, 95, 98 and NT, UNIX, DOS, OS/2 operating systems, Autocad 12, Asymetrix' Toolbook, C programming language, WordPerfect for DOS and Windows

EDUCATION**BS, Industrial Engineering, University of Illinois, Urbana****EXPERIENCE****Title Guaranty of Hawaii, Inc., 1998 - Present
Vice President, Corporate Information Systems**

Department Manager responsible for all computer and information systems in use and in development at Title Guaranty of Hawaii and Title Guaranty Escrow. Manages an information systems staff of 15. Project Manager for all Imaging related systems development and implementation projects.

**Metro Information Services, 1997 - 1998
Information Systems Consultant/Staff Support Coordinator**

Assigned as Project Manager for a major long distance telephone carrier. Leading a 9-member development team in designing and implementing Customer Service and Billing systems. Systems included Visual Basic 4.0 32-bit clients running on Microsoft NT 4.0 workstations and a Sybase System 11 database running on Sun Solaris 2.5.

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Processed over 1.2 million records per day in telephone call data. Performed Sybase DBA duties for the production and development environments. Responsible for the UNIX-based server. Hardware included three Sun Sparc machines, one with a disc array running Veratis Volume Management software and one remote server. Responsible for designing data replication to 3 remote sites. Responsible for data warehouse design and implementation. Served as Staff Support Coordinator for Metro, responsible for managing the development team. Duties included monthly status reports, employee reviews, technical interviews, additional staffing requirements, scheduling, time sheets, etc. Promoted to Staff Support Coordinator within 90 days of employment.

Title Guaranty of Hawaii, Inc. 1994 - 1997
Systems Development Director

Managed all IS projects for both Title and Escrow departments. Duties included project prioritization, scheduling, systems analysis, technical design and implementation. Served as Information Services liaison between departments and all levels of management, including company owners. Designed and developed systems for the real estate industry. Managed a team of 6 developers responsible for creating this system. Initially built a working prototype of the system (Visual Basic 3.0, Microsoft SQL Server 4.21). Expanded concepts and skills from prototype development into building the fully developed system (Visual Basic 3.0/4.0, Microsoft SQL Server 6.0/6.5). Involved in the design of all major features of the actual system. Interfaced with consultants and vendors responsible for other project deliverables. Responsible for database design and data integrity (ERwin/ERX 2.5).

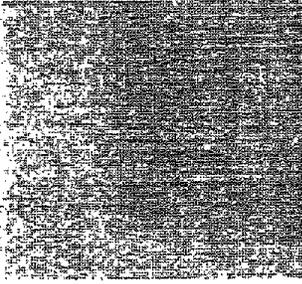
Sargent & Lundy Engineers, Inc. 1991 - 1994
Instrumentation and Control Human Factors Engineer

Developed technical software applications for the power industry. Specialized in user interface design. Created software usability requirements and testing plans. Designed and implemented training courses in Human Factors Engineering for both engineering and non-technical audiences. Designed and implemented training courses in client-server software development and related technologies. Designed fossil and nuclear power plant control room layouts and associated control systems, including control panel design and distributed control systems implemented in power plants world-wide.

Independent Contractor, 1993
Software/System Engineer

Created a hospital infant monitoring system. Designed monitoring methodology and defined system requirements. Developed prototype of Infant Tracking and Monitoring system. Implemented the design in the actual system that provides hospitals a means of monitoring perimeter and tamper alarms as well as infant tracking capabilities to improve hospital security.

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Peterson/Puritan, Inc. 1990
Industrial Engineer

Developed procedures used to analyze and improve productivity and reduce costs incurred in the bottling of aerosol and liquid products. Analyzed production line and associated equipment and identified problem areas in economic terms. Resolved to implement an equipment upgrade on a single machine to significantly reduce scrap produced.

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NAME

Gerald Opedal

POSITION

Vice President, Information Systems Department
Title Guaranty of Hawaii, Incorporated

EDUCATION

B.S., ICS, University of Hawaii, Manoa

EXPERIENCE

Title Guaranty of Hawaii, Inc., 1987 - Present
Vice President, Information Systems Department

Department Manager responsible for computer and information systems projects
Title Guaranty of Hawaii. Manages an information systems staff of 8.

Bishop Trust, Co. Ltd.
Programmer/Analyst

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NAME**Steven B. Tomlinson****POSITION****Software System Engineer, Corporate Information Systems
Title Guaranty of Hawaii, Incorporated****PROFILE**

Steven has seven years experience in design, development, and implementation of custom client/server, database, imaging, and application solutions utilizing Visual Basic, SQL, and related development tools. He has demonstrated expertise in developing Internet/Intranet applications utilizing HTML, JavaScript, VBScript, Active Server, and ActiveX technologies. Familiar and comfortable working with the latest computer technologies and tools.

He has in-depth knowledge of the following programming languages, software packages and design tools: Windows (3.0, 3.1, 3.11, 95, NT, NT Workstation), Visual Basic 3.0, 4.0, 5.0, 6.0, SQL, ADO, DAO, ODBC, COM, DCOM, MS-Access/JET databases, Active Server Pages, HTML, VBScript, JavaScript, Microsoft Internet Explorer, Microsoft Office, Microsoft Visual Studio, Microsoft FrontPage98, Microsoft SQL Server 6.5 and 7.0, Microsoft Internet Information Server, Microsoft Access, Microsoft Project

CERTIFICATIONS

Currently pursuing Microsoft Certified Solution Developer Certification.
Microsoft Developer Network Universal Member
Microsoft SiteBuilder Member

EDUCATION**EXPERIENCE**

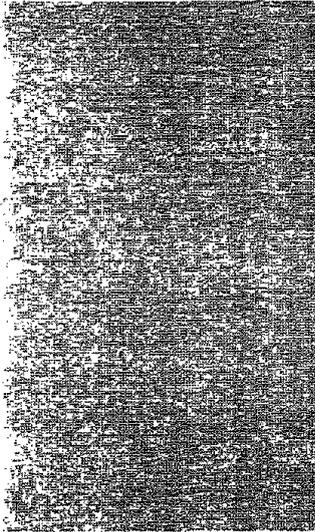
Title Guaranty of Hawaii, Inc., 1999 - Present
System Engineer, Corporate Information Systems

Primarily responsible for development of corporate imaging applications and supporting systems environment. Also develops server side application to support image retrieval, display and printing functions.

Logical System Services, 1998 - 1999
Senior Software Developer

Primarily responsible for development of shrinkwrap OEM application to be resold internationally to the security and law enforcement industry. Product developed with Visual Basic 6.0 as an n-tier (distributed) application. Major deliverables include an ActiveX Server component utilizing Access or SQL-Server for data persistence, an ActiveX DLL to enforce business rules and data integrity on the client side, as well as the user interface. Ancillary responsibilities include evaluation and recommendation of third-party tools and code libraries and providing assistance to junior developers.

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**Independent Contractor, 1995 - 1998****Software/System Engineer**

- Engaged in providing software development services throughout the development cycle from initial design and scope specification to final implementation, training, and documentation, via strategic relationships with VARs/Integrators. Services include participating in sales and project development meetings with clients, recommending application and development tools, project management, source code development, end-user training, maintenance and enhancement. Clients included Hawaiian Airlines - Airline Ticket Imaging, OCR, and Archiving System (25,000 documents per day), State of Hawaii - Office of the Governor - VB Document Management System, KTA Grocery - VB Image Conversion Utility for Document Imaging/Management System, Hawaii Community Foundation, HPU - Pacific Islands Institute, Beechman Agencies, The Law Offices of Tongg & Tongg.

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NAME**Carlos Buhk****POSITION**Director, Record Management
Title Guaranty of Hawaii, Incorporated**EDUCATION**

Foothill College, Los Altos, California

EXPERIENCE**Title Guaranty of Hawaii, Inc., 1988 - Present**
Director, Record Management

Carlos is responsible for TG's records management and is the general manager for our property disclosure operations. Carlos has the expertise in designing workflow systems for records management and document imaging.

Amdahl Computer Company
Graphic Communications Director

Managed a staff of 125 employees. Developed and implemented a plan which converted a Drafting department of 30 employees to a Computer Aided Design (CAD) department of five employees. This system eliminated the need for manually updating engineering drawings there by improving turn around time for changes. Responsible for successful conversion of papger Automated Logic Diagrams (ALD) to fiche. Developed a nationally recognized system which produced photo-direct offset printing plates from an image database.

Lockheed Missiles and Space Company
Reproductions Supervisor

Supervised a staff of 25 employees responsible for lithography, blueprinting, duplicating, and micrographics.

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ATTACHMENT B, STAFF REFERENCES

Per RFP ICS-FY-99-052, Section 2.9.4.5, this section provides at least three (3) references for each TG staff member included in *Attachment A, Staff Resumes*.

NAME	PROJECT POSITION	REFERENCES
Debra Pyrek	TG Executive Manager	<p>Janet Ellis Director, Metro Information Services Virginia Beach, VA (757) 486-1700</p> <p>Greg Gilbert Executive Consultant IBM Global Services Honolulu, HI 96734 (808) 597-9394</p> <p>Jack Willey President/CEO ISDI (Interisland Systems Development and Integration) Honolulu, HI (808) 944-8742</p>
Gerald Opedal	Integration Team Manager	<p>Karen D. Tom Bank of Hawaii Assistant Vice President Database Marketing Manager 537-8383</p> <p>Chu Lan Shubert Kwock ABC Mortgage Owner 545-2442</p> <p>Robert K. Vierck Decision Support Services, Inc. President 538-7457</p>

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NAME	PROJECT POSITION	REFERENCES
Steven B. Tomlinson	Integration Team System Specialist	Gregory P. Barbour Assistant to the Director DBEDT No. 1 Capitol District Building 250 S. Hotel St. Room 508 P.O. Box 2359 Honolulu, HI 96804 585-2548
		Wade Kamikawa Data Processing Systems Analyst DBEDT No. 1 Capitol District Building 250 S. Hotel St. 4th Floor Honolulu, HI 96813 585-2487
		Rob Hardisty Vice President Strategic Information Solutions 239 Merchant St. Honolulu, HI 96813 537-5523 Ext. 210
Carlos Buhk	Documents Team Manager	Maryann Kusaka 5151 Nonou Street Kapa'a, HI 96746 822-5444
		Donald Schoenfeld 1684 Kela'uka Street Koloa, HI 96756 742-1398
		Jim Miller 2751 Milohi Loop Koloa, HI 96756 742-2421

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ATTACHMENT C, OFFEROR'S FINANCIALS

Per RFP ICS-FY-99-052, Section 2.9.4.6, Offeror's should include financial statements for the previous three years. TG expresses its willingness to provide access to the specified financial information in compliance with this requirement should it be selected as the vendor to perform the BOC Part 2 Project tasks.

Title Guaranty of Hawaii, Incorporated is a privately held corporation registered to do business in the State of Hawaii and is in good standing with the Hawaii State Department Commerce and Consumer Affairs and Department of Taxation. As a privately held corporation, TG considers its financial statements to be confidential and proprietary. Based on our understanding that this proposal will be classified as a public document should TG be selected as the BOC Part 2 Project vendor, we believe that inclusion of our financial statements in this proposal may result in public exposure of corporate information that may compromise confidentiality requirements related to current and prospective TG business.

Upon notification of award to perform the BOC Part 2 Project tasks, TG shall make available, at TG's corporate office in Honolulu, the specified three years of financial statements for review by an authorized State auditor or financial analyst.

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ATTACHMENT D, OFFEROR'S REFERENCES

Per the instructions provided in RFP ICS-FY-99-052, Section 2.9.4.6, Offeror Background and Experience, this section includes information on our client references.

NAME	POSITION	CONTACT INFO
Michael Packard	CEO, Chaney Brooks	606 Coral Avenue Honolulu, HI 96813 544-1600
Emory Bush	President, Hawaiian Property Management Co.	711 Kapiolani Blvd. #700 Honolulu, HI 96814 593-6800
Ruth Okada	Vice President, Aston Hotel Resort Management Division	Honolulu, HI 96815 931-1400

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ATTACHMENT E, SUBCONTRACTOR RESUMES AND REFERENCES

Per the instructions provided RFP ICS-FY-99-052, Section 2.9.4.1, Introduction, this section provides resumes and references for subcontractor staff assigned to our proposed project team.

The required information is provided for Jeffrey Loo our proposed TG Project Leader. Jeffrey is Principal Consultant at J.W. Loo & Associates.

Resume

A resume for Jeffrey Loo is provided on the following page.

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NAME

Jeffrey W. Loo

POSITIONPrincipal Consultant
J.W. Loo & Associates**PROFILE**

Jeffrey has over fifteen years experience implementing management and information system analyses projects in the public and private sectors. He has technical expertise in information systems design and implementation, management and systems analyses, reorganization analysis and project management.

He has worked extensively in system development methodology environments including Martin's Information Engineering, Software AG's SDM, Deloitte & Touche's 4Front, and IBM's BSP. He has successfully completed projects in the IBM 3000, IBM 4300, and Prime mainframe, HP 9000 UX and in Microsoft NT/Novell local area network PC environments.

EDUCATION

Ph.D. Candidate, Political Science, University of Hawaii, Manoa
M.A., Political Science, University of Michigan, Ann Arbor
B.A., Political Science, University of California, Berkeley

AFFILIATIONS

- Association for Information and Image Management, Aloha Chapter, President (1996 - 1997), Vice President (1993), Education Committee Chair, (1993-1996, 1997 - Present)
- Catholic Charities-Family Services, Board Member, (1996- Present)
- Catholic Charities, Long Range Planning Committee (1998 - Present)
- Aloha United Way, Allocations Panel IV, 1993 - Present
- Healthcare Information and Management System Society, Member, 1997 - Present
- Immigrant Center, President, 1992 - 1995
- Hawaii Society of Corporate Planners, Member, 1991 - 1993
- Data Processing Management Association, Member 1991 - 1993
- Hawaii Government Employee Association, Member (1976 - 1985), Steward (1980 - 1982) Island Division Representative (1982 - 1984)
- State Certified Lemon Law Arbitrator, 1997 - 1999
- US Dept. of Commerce, Telecommunications and Information Infrastructure Assistance Program (TIIAP), Grants Reviewer, 1998

RECENT PRESENTATIONS

- *Health Care Quality Management Information Systems*, Outcomes Measurement: Assessing Quality of Health Care in Hawaii, September, 1992
- *Medical Records and Data: Data Analysis*, Institute for Telehealth and Telemedicine, September, 1997

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**PRESENTATIONS
(Cont.)**

- *Email Policy Statements*, Association for Information and Image Management: Legal Frontiers in Electronic Communication & Commerce, October, 1997
- *Electronic Documents Management Systems*, Association for EDP Auditors, June 1997
- *Electronic Records in a Networked World*, Information System Security Association, January, 1997

EXPERIENCE

Projects that Jeffrey has undertaken include the following:

St. Francis Healthcare System of Hawaii. Jeffrey is a system architect on this project to develop an integrated clinical and financial decision support system.

Hawaii Health Information Corporation. Jeffrey is an outsource technical consultant providing project management services for several clinical data repository projects involving management and analysis of data from all hospitals in Hawaii.

State of Hawaii, Office of the Attorney General. Jeffrey was a senior analyst on a project team responsible for developing system design specifications for a state-wide offender tracking system.

Straub Clinic and Hospital. Jeffrey was the project manager for a project to implement a clinical data repository containing inpatient and outpatient information extracted from mainframe resident online applications.

State of Hawaii, Department of Transportation. Jeffrey was the project manager and senior analyst for this project to design and procure an office automation solution that incorporated imaging system applications to improve the performance of business processes in the airports operations.

State of Hawaii, Department of Business, Economic Development & Tourism. Jeffrey was the project manager for a project to implement a unified tax and employer registration form for new businesses in Hawaii.

State of Hawaii, Office of the Governor. Jeffrey was responsible for facilitating the development of project plans, analyzing project alternatives, and defining deliverables and schedules for this project to assist the State to comply with court order actions related to the Felix v. Waihee case.

State of Hawaii, Office of the Governor. Jeffrey was the manager of a staff team responsible for performing an organization reengineering analysis covering the Executive Branch of the Hawaii state government.

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References

References that may be called are provided below.

NAME	PROJECT POSITION	REFERENCES
Jeffrey Loo	TG Project Leader	<p>Dr. Susan Forbes, Executive Director Hawaii Health Information Corporation 600 Kapiolani Blvd, Suite 406 Honolulu, Hawaii 96813 (808) 534-0288</p> <p>Ms. Laura Matsuda-Colbert, Vice President Child & Family Services Pt. 1541, Ft. Weaver Road Ewa Beach, Hawaii 96706 (808) 681-1453</p> <p>Ms. Jean Oshiro Kimura, Administrative Services Officer Department of Transportation, Airports Honolulu International Airport Honolulu, Hawaii 96817 (808) 638-8607</p> <p>Mr. Ryan Ushigama, Securities Commissioner Department of Commerce and Consumer Affairs PO Box 541 Honolulu, Hawaii 96809 (808) 586-2734</p>

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ATTACHMENT F, TECHNICAL POINT RESPONSE WORKSHEET

Per the instructions provided RFP ICS-FY-99-052, Section 2.9.4.1, Introduction, this section provides the completed Technical Point Response Worksheet for TG.

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TECHNICAL POINT RESPONSE

RFP NO. ICS-99-52
TECHNICAL POINT RESPONSE WORKSHEET

Cross Reference Location	Specification
<u>Page 6</u> 1.	If the specification is addressed in more than one location in the Offeror's Proposal and/or documentation, only the two (2) major cross-reference locations are to be given.
_____ 2.	3.5.1 Consistent.
_____ 3.	3.5.2 LAN.
_____ 4.	3.5.3 Operating System Standard.
_____ 5.	3.5.4 Standard Hardware.
_____ 6.	3.5.5 Training.
_____ 7.	3.5.6 Redundancy.
_____ 8.	3.5.7 Access to Information.
_____ 9.	3.5.8 Fees.
_____ 10.	3.5.9 Standardization.
_____ 11.	3.5.10 Safeguards.
_____ 12.	3.5.11 Data Analysis.

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TECHNICAL POINT RESPONSE

- _____ 13. 3.5.12 Data Migration.
- _____ 14. 3.5.13 Backward Compatibility.
- _____ 15. 3.5.14 Working System.
- _____ 16. 3.5.15 Disaster Recovery.
- _____ 17. 3.5.16 Access Security.
- _____ 18. 3.5.17 Minimize Disruptions.
- _____ 19. 3.6.1 General Imaging Requirements
- _____ 20. 3.6.1.1 The imaging technology proposed must support both locally attached workstations and those that are remotely connected to the imaging server by telecommunications lines.
- _____ 21. 3.6.1.2 The proposed system must integrate the BOC's current microfilm capture procedure.
- _____ 22. 3.6.1.3 The proposed system must permit any BOC user, with proper hardware and software, to retrieve and view images from the proposed BCIS.
- _____ 23. 3.6.1.4 The Offeror's proposal must identify the hardware and software needed to adapt imaging to a variety of needs.
- _____ 24. 3.6.1.5 The system shall run on server hardware that can effectively and efficiently support workflow and imaging for the BOC.

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TECHNICAL POINT RESPONSE

- _____ 25. 3.6.1.6 Jukeboxes must allow for definable allocation of files so that individual platters reflect appropriate BOC retention schedules.
- _____ 26. 3.6.1.7 The system must meet any legal requirements for image storage and retrieval while providing the fastest access times possible.
- _____ 27. 3.6.1.8 The system shall support batch scanning.
- _____ 28. 3.6.1.9 The system shall provide effective methods for scanning and indexing long (maximum 8 1/2"x 14") documents and address the long term goal of incorporating map images.
- _____ 29. 3.6.1.10 The proposed system must be able to scan and recognize bar code information.
- _____ 30. 3.6.1.11 Offerors must include a two-sided scanner since the BOC receives approximately 200 doubled-sided documents a day.
- _____ 31. 3.6.1.12 Users within the BOC shall be able to retrieve an 8 1/2" X 14" document stored on a jukebox in less than 15 seconds (disk mount time and image view time). Please include documentation for jukebox response time.
- _____ 32. 3.6.1.13 An image for viewers at a remote site shall be available for transmission in less than 15 seconds.
- _____ 33. 3.6.1.14 Users shall be able to retrieve a page from an active file on magnetic media in
- _____ 34. 3.6.1.14 less than 2 seconds.

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TECHNICAL POINT RESPONSE

- _____ 35. 3.6.1.15 From magnetic media, users shall be able to turn from one page in a document to another in less than 1 second.
- _____ 36. 3.6.1.16 The system shall provide zoom capabilities.
- _____ 37. 3.6.1.17 The retrieval screen shall display both the index and the imaged document, simultaneously side by side.
- _____ 38. 3.6.1.18 The system shall allow staff to index documents while looking at the documents online.
- _____ 39. 3.6.1.19 The system should allow for the long term goal of scanning and printing oversized maps.
- _____ 40. 3.6.1.20 The system must allow for 64 electronic comments with 256k minimum per note for each image, visually associated with the document or map.
- _____ 41. 3.6.1.21 It is desirable that these be the electronic form of Postit type notes.
- _____ 42. 3.6.1.22 Image file formats must support the Consultative Committee for International Telephone and Telegraph (CCITT) Group III and IV standard. Images shall be scanned in at a minimum of 200 dpi for most documents and 300X400 dpi for documents with small fonts, handwriting, or detailed line art.
- _____ 43. 3.6.1.23 Users shall be able to browse through documents and quickly retrieve selected pages.
- _____ 44. 3.6.1.24 Users shall be able to print groups of pages from a long document by simply identifying the range of page numbers, such as 3-5, 8-10.

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TECHNICAL POINT RESPONSE

- _____ 45. 3.6.1.25 Users shall be able to display two pages of the same document side by side.
- _____ 46. 3.6.1.26 The proposed system must have the ability to scan images in random order and present them later in sequence by Official Record Number. (Labels with OR Number will have been attached as part of cashiering).
- _____ 47. 3.6.1.27 The proposed system must provide image enhancement capabilities to assure good quality images from scanned documents.
- _____ 48. 3.6.1.28 The proposed system must provide the State with the capability to correct the stored image of documents. The original document number must be retained. The legal integrity of the document must be preserved.
- _____ 49. 3.6.1.29 The proposed system must permit the capability to generate microfilm images of all scanned documents and map images.
- _____ 50. 3.6.1.30 The proposed system must maintain and report statistics for the scanning process, to include number of documents scanned, number of pages scanned (broken down by operator), and the number of errors encountered. These must be accumulated and reported on a daily or monthly basis at the minimum.
- _____ 51. 3.6.1.31 The system must be able to export imaging statistics to any major spreadsheet package.
- _____ 52. 3.6.2.1 The system must recognize when a document is scanned with another document as an attachment.
- _____ 53. 3.6.3.1 The database must be a production class DBMS to ensure data integrity at all times, which

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TECHNICAL POINT RESPONSE

includes back-ups and recovery capabilities. The preferred databases are DB2 or Oracle. If alternative databases are suggested, please indicate the reason for supporting the alternative.

- _____ 54. 3.6.3.2 Capabilities for index and image maintenance and access.
- _____ 55. 3.6.3.3 Automatic error detection and recovery.
- _____ 56. 3.6.3.4 Dynamic backup of in progress updates after process failure.
- _____ 57. 3.6.3.5 All transactions that have not completed successfully as a result of a power failure, failure of any software related to BCIS, failure or unplanned emergency shutdown of any equipment must be backed out. The term completed shall mean the confirmed storage of data related to any part of the transaction. The offeror shall detail the level of compliance with this requirement.
- _____ 58. 3.6.3.6 Maintenance of accurate and duplicate audit record on separate physical medium.
- _____ 59. 3.6.3.7 Support for mirrored (duplicate) images.
- _____ 60. 3.6.3.8 Locking mechanisms to guarantee data integrity.
- _____ 61. 3.6.3.9 Deadlock detection and prevention.
- _____ 62. 3.6.3.10 Multi-threaded processing to speed access time between users and the database.

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TECHNICAL POINT RESPONSE

- _____ 63. 3.6.3.11 Concurrent processing of more than one user request accessing the database at the same time.
- _____ 64. 3.6.3.12 Formatting of fields and rule based edits by the system administrator.
- _____ 65. 3.6.3.13 A complete audit trail of revisions, changes and edits to information in the database.
- _____ 66. 3.6.3.14 Backups at a preset time without interrupting database access. Incremental backups shall be supported.
- _____ 67. 3.6.3.15 The ability for all fields to be marked "required" or "not required" depending on the
- _____ 68. 3.6.3.15 type of data being entered.
- _____ 69. 3.6.3.16 Different security levels within the same database for documents.
- _____ 70. 3.6.3.17 The ability for users to generate reports and queries according to their needs.
- _____ 71. 3.6.3.18 Online, context sensitive help.
- _____ 72. 3.6.3.19 Online training facilities for end-users.
- _____ 73. 3.6.3.20 "Hot key" capability to move from screen to screen, software to software.
- _____ 74. 3.6.3.21 Both menu and key codes for customers.

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TECHNICAL POINT RESPONSE

- _____ 75. 3.6.3.22 Consistent terminology within a screen, from screen to screen, and in online help and vendor documentation.
- _____ 76. 3.6.3.23 Current optical image available online.
- _____ 77. 3.6.3.24 Optical image available offline (with platter identified).
- _____ 78. 3.6.3.25 Microfilm image available (with reel and image identified).
- _____ 79. 3.6.3.26 BCIS must process the condition where no image is available for a document.
- _____ 80. 3.6.4.1 Scan heavy card stock
- _____ 81. 3.6.4.2 Capture pencil and light markings
- _____ 82. 3.6.4.3 Scan a minimum of 8 pages per minute for low volume applications
- _____ 83. 3.6.4.4 Scan 8.5 x 11 and 8.5 X 14 size documents
- _____ 84. 3.6.4.5 Scan maps up to 18" x 26" depending on the needs of the department. Some older maps have canvas. This requirement is to be a part of Section 3.10.11, Task 12 IS Requirements Study.
- _____ 85. 3.6.4.6 Backing; scanners should be able to feed these documents effectively. Must be able to sheet feed full range of documents including standard 8 1/2" X 11" and 8 1/2" X 14".

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TECHNICAL POINT RESPONSE

- _____ 86. 3.6.4.7 The proposed system must be capable of utilizing standard brand name laser printers.
- _____ 87. 3.6.4.8 Optical storage configuration shall include optical disk storage devices that provide the option of selecting WORM or erasable media on the same jukebox. Depending on need, there may be a requirement to migrate images from WORM to erasable to allow editing of documents on erasable media that are also recorded on WORM for unalterable storage.
- _____ 88. 3.6.4.9 Produce templates to be used to scan in document information required for indexing purposes. The proposed system should also prompt user when it is not able to recognize the information to be captured. This will reduce the effort to
- _____ 89. 3.6.4.9 manually key in information.
- _____ 90. 3.7.1 Inter-Island Communications
- _____ 91. 3.7.2 Local Area Network Requirements
- _____ 92. 3.7.3 Minicomputer and Work Station Requirements
- _____ 93. 3.8 UNIX SERVER
- _____ 94. 3.9 REMOTE ACCESS REQUIREMENTS
- _____ 95. 3.9.1 Secure Access.
- _____ 96. 3.9.2 Cost Effective.
- _____ 97. 3.9.3 Operational Impact.

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- _____ 98. 3.9.4 Neighbor Island Access.
- _____ 99. 3.10 IMPLEMENTATION PLAN
- _____ 100. 3.10.1 Task 1: Implementing a basic BOC network
- _____ 101. 3.10.2 Task 2: BCIS Requirements Verification
- _____ 102. 3.10.3 Task 3: Replacement of the Regular and Land Court Systems
- _____ 103. 3.10.4 Task 4: Implementing Imaging Capability on the BOC Network
- _____ 104. 3.10.5 Task 5: Implementing Imaging Capability to BCIS
- _____ 105. 3.10.6 Task 6. Enable Remote Access to Text Data
- _____ 106. 3.10.7 Task 7. Enable Remote Access to Image Data
- _____ 107. 3.10.8 Task 8. Enable Public Access to Text Data
- _____ 108. 3.10.9 Task 9. Enable Public Access to Image Data
- _____ 109. 3.10.10 Task 10: Data Remediation
- _____ 110. 3.10.11 Task 11: GIS Requirements Study
- _____ 111. 3.10.12 Task 12: Load Back Microfilm Images
- _____ 112. 3.11 WORK PLAN

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_____	113. 3.11.1	Task 1 Work Plan (PART 1)
_____	114. 3.11.2	Task 2 Work Plan (PART 1)
_____	115. 3.11.3	Task 3 Work Plan (PART 1)
_____	116. 3.11.4	Task 4 Work Plan (PART 1)
_____	117. 3.11.5	Task 5 Work Plan (PART 1)
_____	118. 3.11.6	Task 6 Work Plan (PART 1)
_____	119. 3.11.7	Task 7 Work Plan (PART 1)
_____	120. 3.11.8	Task 8 Work Plan (PART 1)
_____	121. 3.11.9	Task 9 Work Plan (PART 1)
_____	122. 3.11.10	Task 10 Work Plan (PART 1)
_____	123. 3.11.11	Task 11 Work Plan (PART 1)
Page 52, App H	124. 3.11.12	Task 12 Work Plan (PART 2)
Page 52	125. 3.11.13	Tasks Common to All Tasks
_____	126. 3.12	PROJECT MANAGEMENT
_____	127. 3.13	CONTRACTOR STAFFING
Page 34	128. 3.13.1	Contractor Employees

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Page 46	129. 3.13.2	Subcontractor Staffing
	130. 3.14.1	Floor Space Requirements.
	131. 3.14.2	Weight Requirements.
	132. 3.14.3	Power Requirements.
	133. 3.14.4	Operational Environment.
	134. 3.14.5	Additional Configuration Features.
	135. 3.14.6	Quality of Equipment.
	136. 3.14.7	Delivery.
	137. 3.14.8	Installation.
	138. 3.15	EQUIPMENT SERVICE AND SUPPORT PERSONNEL REQUIREMENTS
	139. 3.16	HARDWARE MAINTENANCE REQUIREMENTS.
	140. 3.16.1	Diagnostic Tools and Test Equipment.
	141. 3.16.2	Periods of Maintenance Service.
	142. 3.16.3	Preventative Maintenance.
	143. 3.16.4	Remedial Maintenance.
	144. 3.16.5	Predictive Maintenance.

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- _____ 145. 3.16.6 Replacement Parts.
- _____ 146. 3.16.7 Safety Devices.
- _____ 147. 3.16.8 Parts Availability.
- _____ 148. 3.16.9 Engineering Changes.
- _____ 149. 3.16.10 Equipment Modifications.
- _____ 150. 3.16.11 Hierarchy of Support.
- _____ 151. 3.16.12 Maintenance Reports.
- _____ 152. 3.17.1 Error Correction.
- _____ 153. 3.17.2 Updates.
- _____ 154. 3.17.3 Hotline Service.
- _____ 155. 3.17.4 Withdrawn Software.
- _____ 156. 3.17.5 Response Times.
- _____ 157. 3.18.1 Grant of License.
- _____ 158. 3.18.2 Use and Protection of Software.
- _____ 159. 3.18.3 Other Software Requirements.
- _____ 160. 3.18.4 Warranty.

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TECHNICAL POINT RESPONSE

_____	161. 3.19	TIME OF PERFORMANCE
_____	162. 3.20	ACCEPTANCE PROCEDURE
_____	163. 3.20.1	Task 1 Acceptance Test
_____	164. 3.20.2	Task 2 Acceptance Test
_____	165. 3.20.3	Task 3 Acceptance Test
_____	166. 3.20.4	Task 4 Acceptance Test
_____	167. 3.20.5	Task 5 Acceptance Test
_____	168. 3.20.6	Task 6 Acceptance Test
_____	169. 3.20.7	Task 7 Acceptance Test
_____	170. 3.20.8	Task 8 Acceptance Test
_____	171. 3.20.9	Task 9 Acceptance Test
_____	172. 3.20.10	Task 10 Acceptance Test
_____	173. 3.20.11	Task 11 Acceptance Test
Page 13 _____	174. 3.20.12	Task 12 Acceptance Test
Page 13 _____	175. 3.20.13	Review of Task Acceptance Tests
_____	176. 3.21	TRAINING

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_____	177. 3.22	DELIVERABLE PRODUCTS AND SERVICES
_____	178. 3.22.1	Description of Deliverables
_____	179. 3.23	POST IMPLEMENTATION SUPPORT
_____	180. 3.24	MAINTENANCE OF OFFICES

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300360

ATTACHMENT G, TAX CLEARANCE PACKET

Per the instructions provided RFP ICS-FY-99-052, Section 2.9.4.6, Offeror Background and Experience, this section provides required original tax clearance forms (Form A-6) for Title Guaranty of Hawaii and J.W. Loo & Associates.

300361

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.
Address 235 Queen Street
City/State/
Zip Code Honolulu, Hawaii 96813
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 6 3

FEDERAL EMPLOYER ID # 9 9 - 0 1 0 5 0 3 1

SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- | | | |
|--|--|--|
| <input type="checkbox"/> CORPORATION | <input checked="" type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |

4. THE TAX CLEARANCE IS REQUIRED FOR:

- | | |
|--|---|
| <input checked="" type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> PROGRESS PAYMENT |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> FEDERAL CONTRACT |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> OTHER _____ |
| | <input type="checkbox"/> BULK SALES |
| | <input type="checkbox"/> PERSONAL |
| | <input type="checkbox"/> LOAN |

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED: 2

6. SIGNATURE:

Lois C. Kawano
PRINT NAME

Vice President/Assistant Treasurer
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)

[Signature]
SIGNATURE

5/6/99 (808) 539-7762 (808) 532-3141
DATE TELEPHONE FAX

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>10 1 04 1 60</u>
HAWAII RETURNS FILED IF APPLICABLE 19 ____ 19 ____ 19 ____
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> MAY 10 1999 per <u>[Signature]</u> Department of Taxation
INTERNAL REVENUE SERVICE APPROVED <u>19-01779</u> MAY 11 1999 per <u>[Signature]</u> Pacific-Northwest District
CERTIFIED COPY STAMP Pacific-Northwest District This copy is acceptable as a substitute for the original tax clearance certificate issued. <u>[Signature]</u> Internal Revenue Service

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

APPLICANT INFORMATION:

Applicant Jeffrey W. Loo
Address Po Box 22205
City/State/
Zip Code Honolulu, HI 96823
DBA/
Trade Name J.W. Loo Associates

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 2 9 0 9 5 5
FEDERAL EMPLOYER ID # _____
SOCIAL SECURITY # 5 6 3 7 2 9 0 2 5

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- CORPORATION
- INDIVIDUAL
- LIMITED LIABILITY COMPANY
- S CORPORATION
- PARTNERSHIP
- LIMITED LIABILITY PARTNERSHIP
- TAX EXEMPT ORGANIZATION
- ESTATE
- TRUST

THE TAX CLEARANCE IS REQUIRED FOR:

- CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII *
- REAL ESTATE LICENSE
- FINANCIAL CLOSING
- HAWAII STATE RESIDENCY
- SUBCONTRACT
- LIQUOR LICENSE *
- CONTRACTOR LICENSE
- PROGRESS PAYMENT
- FEDERAL CONTRACT
- OTHER _____
- BULK SALES
- PERSONAL
- LOAN

*IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK

4. NO. OF CERTIFIED COPIES REQUESTED: 2

5. SIGNATURE:

JEFFREY W. LOO PRINCIPAL
PRINT NAME PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
[Signature] 5.10.99 (808) 528-7176 808 523-8544
SIGNATURE DATE TELEPHONE FAX

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the issuing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

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SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII
IF APPLICABLE
8/1/85

HAWAII RETURNS FILED
IF APPLICABLE
19____ 19____ 19____

STATE APPROVAL STAMP
DISC. OF 16/12/99
APPROVED
[Signature]
MAY 14 1999
per A. Shimizu

Department of Taxation
INTERNAL REVENUE SERVICE
APPROVED
99-00379
MAY 14 1999
per [Signature]
Pacific-Northwest District

CERTIFIED COPY STAMP
Pacific-Northwest District
This copy is acceptable as
a substitute for the original
tax clearance certificate issued.
Paul Beena
Internal Revenue Service

ATTACHMENT H, WORK PLAN

Per the instructions provided RFP ICS-FY-99-052, Section 3.11.12, Task 12 Work Plan, this section provides the required work plan for Task 12.

300364

BOC Part 2 Project

Task Name	Usage	Res List	1999		1999		2000					
			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Perform Project Management												
Develop Approved Project Work Plan												
Review Part 1 Team Proposed Solution	8	TGEM TGPM	■									
Identify New and Modified BOC Requirements	4	TGPM	■									
Identify Scope and Implementation Issues	2	TGPM	■									
Assess Impact on Part 2 Implementation	6	TGEM TGPM	■									
Develop Detailed Project Work Plan	6	TGPM		■								
Present Detailed Project Work Plan	4	TGEM TGPM										
Perform Mutually Agreed Modifications	2	TGPM										
Negotiate Fees for Modified Activities	6	BPM TGEM TGPM		■								
Approve Final Project Work Plan	4	BPM TGEM TGPM										
Perform Project Management Activities												
Develop Management Reports and Processes	8	TGPM										
Implement Project Team Training	44	TGEM TGPM ITM ITDS ITNE DTM		■								
Monitor Progress on Deliverables	128	BPM TGEM TGPM										
Monitor and Resolve Project Issues	32	TGPM										
Perform Project Status Meetings												
Develop Project Status Reports	64	TGPM										
Attend Project Status Meetings	128	BPM TGPM										
Implement Backfile Review Preparation												
Develop Document Review Process												
Define Document Review Tasks and Procedures	12	DTM DTS		■								
Define Missing Document Scan Tasks and Procedures	12	DTM DTS										
Develop Document Review System Environment												
Develop Document Index Transfer Database	8	ITM ITDS										
Implement Document Image Transfer Repository	48	ITM ITDS ITNE		■								
Perform Workstation Preparation												
Define Document Review Workstation Requirements	12	ITM ITDS										
Procure Required Hardware, Software, and Supplies	6	ITDS	■									

Task Name	Usage	Res List	1999		1999		2000					
			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Coordinate Network Link Install to BOC Image Server	8	ITNE										
Perform Preliminary Image Transmission Tests	8	ITDS										
Perform Corrective Actions	8	ITDS										
Perform Document Image Migration Planning												
Identify BOC/TG Operations Issues	16	DTS										
Define Batch Transmission Protocols	8	DTS										
Define Document Image Batches	16	DTS										
Develop Document Image Migration Checklists	4	DTM										
Perform Document Image Migration												
Implement Document Image Migration												
Select Defined Document Image Batches	16	DTS										
Execute Image Transmission	16	ITDS										
Perform Quality Review Checks	16	DTS										
Perform Acceptance Tests												
Negotiate Acceptance Test Criteria	6	BPM TGEM TGPM										
Monitor BOC Random Sampling Activities	32	BPM TGPM										
Assess Identified Defects	24	DTM										
Perform Agreed Upon Defect Resolution Activities	24	DTO										

Gantt Chart
BOC Part 2 Project

Task Name	Usage	Res List	1999		1999		2000			
			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
BOC Project Manager	8.0	BPM	12	20	17	15	16	14	15	16
TG Executive Manager	8.0	TGEM	18	7	4	4	5	4	4	5
TG Project Leader	8.0	TGPM	58	41	37	32	35	30	32	35
Integration Team Manager	8.0	ITM	32							
Integration Team Sys Spec	8.0	ITDS	97	8	2	2	2	2	2	2
Integration Team Net Engr	8.0	ITNE	34							
Documents Team Manager	8.0	DTM	30	4	4	4	5	2	2	2
Documents Team Spec	8.0	DTS	98	19	17	17	18	15	15	11
Documents Team Operators	96.0	DTO	24	991	989	989	1,081	938	985	607
Totals			402	1,090	1,070	1,062	1,162	1,006	1,054	678

BENJAMIN J. CAYETANO
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

ha

March 20, 2000

Mr. Michael Pietsch, President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813

Dear Mr. Pietsch:

SUBJECT: Notice to Proceed
ICS-FY-99-52
Services to Develop and Implement a Replacement Land Court
and Regular Automated Tracking System for the State of Hawaii

Enclosed is a fully executed copy of Agreement No. ICS-FY-99-52, Part 2 for your file.
You are notified to proceed with the work upon receipt of this contract.

If you have any questions on this matter, please call Ms. Barbara Tom at
(808) 586-1920.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura".

Lester M. Nakamura, Administrator
Information and Communication Services
Division

Enclosures

300369

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.
Address 235 Queen Street
City/State/
Zip Code Honolulu, Hawaii 96813
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 4 3
FEDERAL EMPLOYER ID # 9 9 . 0 1 0 5 0 3 1
SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- CORPORATION S CORPORATION TAX EXEMPT ORGANIZATION
 INDIVIDUAL PARTNERSHIP ESTATE TRUST
 LIMITED LIABILITY COMPANY LIMITED LIABILITY PARTNERSHIP

4. THE TAX CLEARANCE IS REQUIRED FOR:

- CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * LIQUOR LICENSE *
 REAL ESTATE LICENSE CONTRACTOR LICENSE BULK SALES
 FINANCIAL CLOSING PROGRESS PAYMENT PERSONAL
 HAWAII STATE RESIDENCY FEDERAL CONTRACT LOAN
 SUBCONTRACT OTHER _____

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

2

6. SIGNATURE:

Lois C. Kawano
PRINT NAME
[Signature]
SIGNATURE

Chief Financial Officer / Asst. Treasurer
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
1/31/00 (808) 539-7762 (808) 532-3141
DATE TELEPHONE FAX

FOR OFFICE USE ONLY	
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>10/04/60</u>	
HAWAII RETURNS FILED IF APPLICABLE 19____ 19____ 19____	
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> JAN 31 2000 per <u>[Signature]</u> Department of Taxation	
IRS APPROVAL STAMP INTERNAL REVENUE SERVICE APPROVED <u>99-00379</u> JAN 31 2000 per <u>[Signature]</u> Pacific-Northwest District	
CERTIFIED COPY STAMP	

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.
Address 235 Queen Street
City/State/
Zip Code Honolulu, Hawaii 96813
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 6 3
FEDERAL EMPLOYER ID # 9 9 . 0 1 0 5 0 3 1
SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- CORPORATION S CORPORATION TAX EXEMPT ORGANIZATION
 INDIVIDUAL PARTNERSHIP ESTATE TRUST
 LIMITED LIABILITY COMPANY LIMITED LIABILITY PARTNERSHIP

4. THE TAX CLEARANCE IS REQUIRED FOR:

- CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * LIQUOR LICENSE *
 REAL ESTATE LICENSE CONTRACTOR LICENSE BULK SALES
 FINANCIAL CLOSING PROGRESS PAYMENT PERSONAL
 HAWAII STATE RESIDENCY FEDERAL CONTRACT LOAN
 SUBCONTRACT OTHER _____

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

2

6. SIGNATURE:

Lois C. Kawano
PRINT NAME
[Signature]
SIGNATURE

Chief Financial Officer / Asst. Treasurer
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
1/31/00 (808) 539-7762 (808) 532-3141
DATE TELEPHONE FAX

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>10104160</u>
HAWAII RETURNS FILED IF APPLICABLE 19____ 19____ 19____
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> JAN 31 2000 per <u>[Signature]</u> Department of Taxation
IRS APPROVAL STAMP INTERNAL REVENUE SERVICE APPROVED <u>99-00378</u> JAN 31 2000 per <u>[Signature]</u> Pacific-Northwest District
CERTIFIED COPY STAMP

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

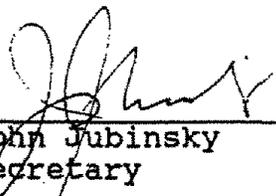
SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

300371

I hereby certify that at a meeting of the Board of Directors of TITLE GUARANTY OF HAWAII, INC., a Hawaii corporation, held on January 31, 2000, the following resolution was adopted:

"RESOLVED, that any one of: the President, Michael A. Pietsch; Executive Vice Presidents, David T. Pietsch, Jr. or James W. Pietsch; or Secretary, John Jubinsky, be, and each of them hereby is, fully authorized and empowered to execute any and all documents necessary to enter into a contract with the State of Hawaii, Department of Accounting and General Services, Information and Communication Services Division, in connection with the State's implementation of a replacement Land Court and regular automated tracking system (RFP No. ICS-FY-99-052, Part 2)."

DATED: Honolulu, Hawaii; January 31, 2000.



John Jubinsky
Secretary

300372

STATE OF HAWAII
AGREEMENT FOR GOODS OR SERVICES
BASED UPON COMPETITIVE SEALED PROPOSALS

This Agreement, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of January 18, 19 2000, between the _____
Department of Accounting and General Services
(Insert name of State department, agency, board, or commission)
State of Hawaii (hereinafter "STATE"), by its State Comptroller
(hereinafter "DIRECTOR"), and Title Guaranty of Hawaii, Inc.
(hereinafter "CONTRACTOR"), a Corporation
(Insert "corporation," "partnership," "joint venture," "sole proprietorship," or other legal form of the Contractor)
under the laws of the State of Hawaii, whose business address and
taxpayer identification number are as follows: 235 Queen Street, Honolulu, Hawaii 96813
Taxpayer ID: GE#: 10005663 Federal ID: 990105031

RECITALS

A. The STATE is in need of the goods or services, or both, described in this Agreement and its attachments.

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

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 (hereinafter "Procurement Rules"), sections 3-122-41 through 3-122-60, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

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

E. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

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

(1) Act 91, SLH 1999 or (2) _____
(Identify state source) (Identify federal source)

JAN 20 2000

300373

both, in the following amounts:

State \$200,000.00

Federal \$

G. Pursuant to 26-6 HRS, the STATE is

Legal authority in state law agreement

authorized to enter into this Agreement.

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

1. Scope of Performances. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number ICS FY 99-052 ("Request"), and the CONTRACTOR's accepted proposal ("Proposal"), both of which, even if not physically attached to this Agreement, are hereby made a part this Agreement.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Agreement in a total amount not to exceed Two Hundred Thousand & No/100 DOLLARS (\$ 200,000.00), including taxes, at the time and in the manner set forth in the Request and CONTRACTOR's proposal.

3. Bonds. The CONTRACTOR ~~is~~ (is not) required to provide a (performance) (payment) (performance and payment) bond in the amount of No DOLLARS (\$ 0.00).

4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR, is attached and is made a part of this Agreement.

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

6. Liquidated Damages. Liquidated damages shall be assessed in the amount of 0 DOLLARS (\$ 0.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

7. Notices. Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the Director shall be sent to the Director's office in

300374

Honolulu, Hawaii. Notice to the agency procurement officer shall be sent to: _____
1151 Punchbowl St., Honolulu, Hawaii 96813. Notice to the CONTRACTOR at the
CONTRACTOR's address as indicated in this Agreement. A notice shall be deemed to have
been received three (3) days after mailing or at the time of actual receipt, whichever is earlier.
The CONTRACTOR is responsible for notifying the STATE in writing of any change of
address.

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

STATE
By 

Print Name Raymond H. Sato

Title State Comptroller

Date 3/17/00

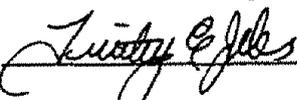
CONTRACTOR
By 

Print Name Michael A. Pietsch

Title President and CEO

Date 3/3/2000

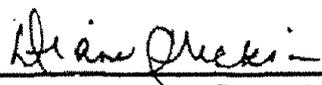
FUNDING AGENCY (to be signed
by head of funding agency if
other than the Comptroller)

By 
Print Name Timothy E. Johns

Title Chairperson, Board of
Land and Natural
Resources, Director of
Land and Natural Resources

Date March 23, 2000

APPROVED AS TO FORM:


Deputy Attorney General

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

300375

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹

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

Raymond H. Sato
(signature)

3/17/00
(date)

Raymond H. Sato
Print Name

State Comptroller
Print Title

2. By the Director of Human Resources Development, State of Hawaii²

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16().

(signature)

(date)

Print Name

Print Title, if designee of Director
of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See NOTE at footnote 1.

CONTRACTOR'S ACKNOWLEDGMENT

State of Hawaii)
)
City and County of Honolulu)

SS.

On this 3rd day of March, ²⁰⁰⁰~~199~~, before me personally
appeared Michael A. Pietsch, to me personally
known, who being by me duly sworn, did say that he/she is the _____
President and CEO of _____
Title Guaranty of Hawaii, Inc., the
CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign
said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed
said instrument as the free act and deed of the CONTRACTOR.

LS

Hualynne Alfiche-Lowndes
Notary Public, State of Hawaii
My commission expires: 7-2-2001
Hualynne Alfiche-Lowndes

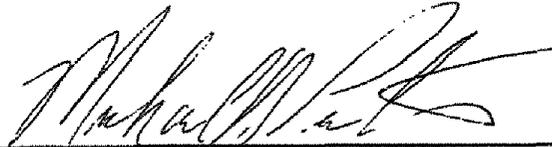
STATE OF HAWAII
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of ICS-FY-99-52 *, are accurate, complete, and current as of March 3, 2000 ***.
(month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

Firm: Title Guaranty of Hawaii, Inc.	Date of Execution: *** March 3, 2000
---	---

Name: Michael A. Pietsch	Title President
---------------------------------	------------------------



(Signature)

March 3, 2000
(Date)

(End of Certificate)

* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

** The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

*** This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.

300378

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

On behalf of Title Guaranty of Hawaii, Inc., CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ~~(is)~~ (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement

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

DATED: Honolulu, Hawaii, March 3, ~~19~~2000.

CONTRACTOR

By 

Title President and CEO

*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

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SCOPE OF SERVICES

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 2

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Scope of Services to be provided by this contract is as defined in RFP No. ICS-FY-99-52 and the proposal of the Contractor submitted and awarded for completion of work for Part 2.

Part 2 = Title Guaranty of Hawaii, Inc. as follows:

Five Years of Back File conversion	<u>200,000.00</u>
1/1/99 - 12/31/95 <i>mlp</i>	200,000.00

Part 2 Total Bid = 400,000 for 10 years plus TG file of images to exceed 10 years.

Remaining for Supplemental Agreements =	200,000.00
---	------------

Part 2 Total Bid: Title Guaranty of Hawaii Inc.	400,000.00
---	-----------------------

TIME OF PERFORMANCE

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 2

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Time of Performance of Services is as defined in the RFP and amended by the Best and Final Offer Request letter included by reference by this contract to Title Guaranty of Hawaii, Inc. The Best and Final submission letter includes implied amendments to the Section 2.3 Significant Dates in the RFP (attached for reference).

Time of Performance is as proposed by Part 2 vendor – Title Guaranty of Hawaii, Inc.
(to coordinate with Part 1 Vendor)

The initial contract is expected to terminate June 30, 2000.

BENJAMIN J. CAYETANO
GOVERNOR



RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPT. OF ACCOUNTING AND GENERAL SERVICES

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
PO BOX 119
HONOLULU, HAWAII 96810-0119

November 1, 1999

Mr. Michael A. Pietsch
TITLE GUARANTY OF HAWAII
235 Queen Street
Honolulu, Hawaii 96813

Facsimile: (808) 532-3160

Dear Mr. Pietsch:

Re: RFP ICS-FY-99-052, PART 2

Please submit a Best and Final Offer to the Information and Communication Services Division, attention Barbara Tom by 10:00 a. m. on November 15, 1999, based on the following additional required information of the original RFP. In your best and final, indicate your agreement or elaborate on how you plan to achieve the results desired.

The successful bidder for Part 2 will be required to work with the vendor of Part 1 to integrate the back images into the new BCIS. These images shall be single access images and must be made available through the vendor of Part 1.

1. Please provide your charges based on an estimated ten year inventory of 4,000,000 images and cost, if any, to rescan images found to be unacceptable based on a mutually agreed minimum quality standard.
2. During your oral presentation, reference was made to immediate access. Please provide specifics as to how this will be accomplished and what is included with this access and any cost associated with its implementation.
3. It is the desire of the Bureau of Conveyances to provide public and internet access to digitized images. As such, access proposed through a lease program cannot be restricted and limited in its use. Proposed alternatives to the purchase of your images must not include any conditions that limit access by the Bureau of Conveyances or its public and internet users.
4. Your proposal included a lease with an option to purchase at a price mutually agreed upon. Please provide a schedule based on a lease to own without additional cost?

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Should you have any questions, contact Barbara Tom, Planning and Project Management Officer, at (808) 586-1920.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lester M. Nakamura, Administrator
Information and communication
Services Division

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BENJAMIN J. CAYETANO
GOVERNOR



RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
PO BOX 119
HONOLULU HAWAII 96810-0119

November 3, 1999

Mr. Michael A. Pietsch
Title Guaranty of Hawaii
235 Queen Street
Honolulu, Hawaii 96813

Facsimile: (808) 532-3160

Dear Mr. Pietsch:

Re: RFP ICS-FY-99-052. PART 2 CORRECTION

The letter faxed to you, dated November 1, 1999, requesting Best and Final Offer is incorrect regarding the number of images estimated in the ten year inventory. All other information contained in the original Best and Final Offer request is correct and must be followed.

Please provide your charges based on an estimated ten year inventory of 24,000,000 images.

Should you have any questions, contact Ms. Barbara Tom, Planning and Project Management Officer, at (808) 586-1920.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura".

Lester M. Nakamura, Administrator
Information and Communication
Services Division

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2.3 SIGNIFICANT DATES

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows: All time is shown as Hawaiian Standard Time (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to October 8, 1999
Best and Final Offer Due; 10:00 a.m.	November 15, 1999
Contractor Selection	November 26, 1999
Notice of Award	December 1, 1999
Notice to Proceed/Estimated Date of Contract Issuance	December 13, 1999
Estimated Start Date	December 15, 1999
Work Plan Presentation for PART 1	December 27, 1999
Work Plan Presentation for PART 2	December 27, 1999
Final Work Plan Submission for PART 1	January 10, 2000
Final Work Plan Submission for PART 2	January 10, 2000

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Estimated Initial Contract Period for Part1

December 15, 1999

to June 30, 2000

Estimated Completion Date: Part 1 and 2 all Phases

June 30, 2001

Estimated Completion; Post Implementation Support

June 30, 2004

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COMPENSTION AND PAYMENT SCHEDULE

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 2

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Compensation and Payment Schedule for this contract is as defined in RFP No. ICS-FY-99-52 and the proposal of the Contractor submitted and awarded for completion of work for Part 2 to Title Guaranty of Hawaii Inc.

The Best and Final Offer Request letter amends Special Provisions in the RFP and is included in this contract by reference.

SPECIAL CONDITIONS

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 2

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The Special Conditions for this contract is titled Appendix B Special Provisions in the RFP and are attached for information as overrides to General Conditions (also attached).

The Best and Final Offer Request letter to Title Guaranty of Hawaii, Inc. for Part 2 amends Special Provisions in the RFP and is included in this contract by reference and is attached.

APPENDIX B

SPECIAL PROVISIONS

The Special Provisions is included in this appendix as a separate document.

SCOPE OF WORK

This RFP solicits offers to provide services to develop and implement a replacement Land Court and Regular Automated Tracking system for the Bureau of Conveyances (BOC's) multiple existing systems. The new system will meet all process, function, data, security, and other technical requirements of the BOC, and offerors shall propose a packaged solution for effective automation of the BOC as well as services required to modify, test, convert, and implement a replacement system for the BOC.

It is the responsibility of the Contractor to deliver all the products and services detailed in this RFP in accordance with the State standard methodology for the tasks and activities, as well as deliverable phase end documents for the Packaged System Life Cycle, including External and Internal Specifications and Programming for all customization of packaged software that may be necessary and to complete the Test, Conversion, and Implementation phases and documents (or a *pre-approved contractor methodology and its tasks/activities and documentation*).

All proposed work shall be in accordance with these Special Provisions, specifications, and the General Terms and Conditions, included by reference and made a part hereof. Copies of the General Terms and Conditions are contained in Appendix C of this RFP.

TERM OF CONTRACT

Term of contract shall be initially for a nine months period, beginning approximately August 2, 1999 and ending March 31, 2000. Subsequent Supplemental Agreements may be executed for Phase 2, and post implementation support, with final completion of all work and termination of the contract and all Supplemental Agreements, including post implementation support, by December 31, 2004. The project/contract, or any of its supplemental agreements, may be extended by mutual agreement for additional mutually agreed periods of one (1) year, up to three such extensions.

BID PREPARATION

Offeror must submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract.

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

METHOD OF AWARD

Prior to Awarding Contract, the State will require verification of the following insurance coverages:

Workers Compensation
Temporary Disability
Unemployment Insurance

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APPENDIX B

Prepaid Health Insurance
Liability Insurance (See Provision below)

PAYMENT

Section 103-10, *Hawaii Revised Statutes*, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid 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 Section 103-10, H.R.S., 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.

For the fiscal year period August 2, 1999 to March 31, 2000, the State agrees to pay the Contractor for satisfactory completion of work for Phase 1, which minimally is expected to include Tasks 1-6. The initial contract amount is dependent upon the proposal/solution selected by the BOC and awarded.

The remainder of the work, i.e. Phase 2, Tasks 7-11, shall not be performed by the Contractor and the State will not be required to pay for such work unless and until funds are available. Therefore, if and when funds become available, the State and the Contractor will execute supplemental agreement(s) to this contract covering the remainder of the work for a which Contractor shall be paid at the rate accepted by the State, contingent upon availability of funds. Therefore, in the event that funds for Phase 2 are not appropriated and allotted in future fiscal years, this agreement will terminate with no further liability or obligation by the Contractor or by the State.

Part 2, Task 12 may be proposed and awarded separately.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS & CONDITIONS

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in sections 3-122-95 through 3-122-97, *Hawaii Administrative Rules*.

General Terms & Conditions Not Applicable. This solicitation is a Request for Proposals. Sections 2.11 and 2.14 of the *General Terms & Conditions*, which apply specifically to the Request for Proposals method of source selection, are not applicable to Invitations for Bids. Also sections 2.10 and 2.13, which apply specifically to the Invitation for Bids method of source selection, are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

PERMITS, CERTIFICATES, AND LICENSES

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The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work as

APPENDIX B

specified.

WORK PROGRESS

In the event the Contractor anticipates or encounters any difficulties with regard to targeted completion dates or any requirement of the contract, the Contractor shall, in writing, immediately notify the ICSD Procurement Officer, providing all pertinent details which will be for informational purposes only. Receipt of such notification by the ICSD Procurement Officer shall not constitute any expressed or implied agreement of modification to the contract.

CUTTING AND FITTING

No cutting, notching, drilling, or altering of any kind shall be done to the building by the Contractor without first obtaining permission from the DLNR. Further, this work may require compliance to Chapter 104, Hawaii Revised Statutes, titled Wages and Hours of Employees on Public Works (see provision for Rate of Wages & Wage Certificate below).

BUILDING REPAIRS

The Contractor shall be liable and responsible for any building repairs required by reason of Contractor's work and caused by Contractor's employees. Any required repairs of any kind shall be made at the cost of the Contractor. The Contractor shall take the necessary precautions to protect the building areas adjacent to Contractor's work.

ACCESS AND AUTHORITY

The work shall be available for inspection, at any time, by the department or its representatives. All materials and work not in conformity with the specifications shall be subject to rejection. All rejected work or materials shall be immediately replaced with those called for in the specifications.

The department's representatives shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped if, in their judgment, the materials furnished or the work being done is not in strict accordance with the Specifications herein, or until any objectionable person or material is removed from the premises, and shall have the right to declare the contract forfeited for nonperformance when not being executed according to the intent and meaning of the contract. Such stoppage, suspension, or forfeiture shall not in any way invalidate any terms of the contract, and no extra compensation shall be allowed the Contractor by reason of such stoppage or suspension. The State shall notify the Contractor in writing of any deviations in the performance of the Contractor's obligations herein, and the Contractor shall be given a twenty-four (24) hour period to cure such deviations to the satisfaction of the State before executing the Contractor's rights hereunder.

CLEAR AWAY

Throughout the progress of work under this contract, the Contractor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work done by the Contractor and leave the work areas in a "broom clean" condition on a daily basis. At the completion of its work, the Contractor shall leave the premises in a clean and finished condition.

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LIABILITY INSURANCE

APPENDIX B

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

Each liability insurance policy required by this contract 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, State Procurement Office, P.O. Box 119, Honolulu, Hawaii 96810-0119."
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."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, 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. Upon request by the State, Contractor shall furnish 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 policy or policies of 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 or willful misconduct connected with this contract.

INVOICING

Contractor shall send an original and three (3) copies of the invoice(s) to:

Department of Land and Natural Resources
Bureau Of Converyances
1151 Punchbowl Street, Rom 120
Honolulu, Hawaii 96813

Attention: Mr. Carl Watanabe
Telephone: (808) 587-0120

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APPENDIX B

RATE OF WAGES & WAGE CERTIFICATE

- a. Section 103-55, HRS. Refer to the General Terms and Conditions. Contractor shall complete and submit the attached Wage Certificate by which contractor certifies that the services required will be performed pursuant to Section 103-55, HRS.

At the time of this solicitation, although there are no public employee positions listed in the classification plan of the public sector that are similar to Offeror's network installers, Offeror must sign the Wage Certificate to show compliance with Section No. 2 of the certificate.

Work described in this RFP shall be performed by employees paid in accordance with the requirements of Chapter 104, HRS (see subsection b below).

- b. Chapter 104, HRS. The latest minimum wage rates as promulgated by the Department of Labor and Industrial Relations shall be paid to the various classes of Electrician engaged in the performance of this contract on the job site (if Offeror engages the services of an Electrician for this project). All work shall be done in accordance with Attachment A to this RFP. Reference is made to Chapter 104, HRS, Wages and Hours of Employees on Public Works.

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APPENDIX B

ATTACHMENTS

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APPENDIX B

ATTACHMENT A

REQUIREMENTS OF CHAPTER 104, HRS WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS

Pursuant to Chapter 104, HRS, the minimum wages that shall be paid to the various classes of laborers and mechanics engaged in the performance of the contract on the job site shall be in accordance with the attached schedule of wages promulgated by the director of the Department of Labor and Industrial Relations.

The minimum wages shall be periodically increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the director of labor and industrial relations.

No laborer or mechanic employed on the job site of any public work of the State or any political subdivision thereof shall be permitted or required to work on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday, and a legal holiday of the State or in excess of eight hours on any other day. For purposes of determining overtime compensation, the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the director to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the State.

The contractor or the contractor's subcontractor shall pay all mechanics and laborers (listed on the attached schedule) employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account, except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five working days prior to the time of payment, at wage rates not less than those stated in the contract and specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics.

The rates of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the rates of wages shall be given to each laborer and mechanic employed under the contract by the contractor at the time each laborer and mechanic is employed, provided that where there is a collective bargaining agreement the contractor does not have to provide the contract's employees the wage rate schedules.

The governmental contracting agency may withhold from the contractor so much of the accrued payments as the governmental contracting agency may consider necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the job site the difference between the wages required by the contract or specifications and the wages received and not refunded by the laborers and mechanics.

A certified copy of all payrolls shall be submitted weekly to the governmental contracting agency. The general contractor shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the director of labor and industrial relations attached to the contract, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed.

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Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the contractor and the subcontractors, if any, during the course of the work and preserved for a period of three years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The records shall be made available for inspection by the purchasing agency, director, and any authorized representatives thereof who may also interview employees during working hours on the job.

If the purchasing agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract or the specifications, or has not received the laborer's or mechanic's full overtime compensation, the purchasing agency may, by written notice to the contractor, terminate the contractor's right, or the right of any subcontractor, to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the contractor and the contractor's sureties (if any) shall be liable to the purchasing agency for any excess costs occasioned thereby.

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WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that I awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

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GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The "head of the purchasing agency," (which term includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Agreement. The CONTRACTOR shall maintain communications with the head of the purchasing agency at all stages of the CONTRACTOR's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of services.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Agreement, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the CONTRACTOR in compliance with this Agreement. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR's performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.

- d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
- e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Agreement. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 237-45, HRS, and paragraph 17 of these General Conditions.
- f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.
- b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might

conflict in any manner or degree with the CONTRACTOR's performance under this Agreement.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Agreement and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE and (ii) the CONTRACTOR's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR's assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment agreement in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
- (1) The Assignee assumes all of the CONTRACTOR's obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against the STATE; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Agreement with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR's articles of incorporation), enter into an amendment to this Agreement with the CONTRACTOR to effect such a change of name. The amendment to this Agreement changing the CONTRACTOR's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed.
- c. Reports. All assignment agreements and amendments to this Agreement effecting changes of the CONTRACTOR's name or novations hereunder shall be reported to the CPO within thirty days of the date that the assignment agreement or amendment becomes effective.

- d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds agreements with more than one purchasing agency of the State, the assignment agreements and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Agreement, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Agreement per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay.
10. State's Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Agreement, any amounts owed to the State of Hawaii by the CONTRACTOR under this Agreement or any other agreements or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and

not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 126, Procurement Rules, as the same may be amended from time to time.

12. Suspension of Agreement. The STATE reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer, may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Agreement. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Agreement at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Agreement.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or Agreement price, or both, and the Agreement shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this Agreement; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided

that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR's duties. Notwithstanding termination of the Agreement and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.
- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR's rights under chapter 126, Procurement Rules. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency

procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Agreement. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such provision.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Agreement in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Agreement terminated and when termination becomes effective.
- b. CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:
 - (1) Any completed goods or work product; and
 - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Agreement by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the

cost or pricing data, submitted to the extent required by subchapter 15, chapter 3-122, Procurement Rules, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Agreement price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Agreement price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Agreement;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement and for the termination of subcontracts thereunder, together with

reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocated to the terminated portion of this Agreement. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Agreement price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufactured materials under subparagraph 14d(2), and the Agreement price if performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer) for purposes of this paragraph 15) requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Agreement in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at the time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency

procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.
 - c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.
16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be subject to chapter 3-123 (Cost Principles) of the Procurement Rules and the following guidelines:
- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the DIRECTOR is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for interisland or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures: Final Payment: Tax Clearance.

- a. Original invoices required. All payments under this Agreement shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by the CONTRACTOR according to the Agreement.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be dispersed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Agreement shall be subject to sections 103-53 and 237-45, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.

18. Federal Funds. If this Agreement is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Agreement to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds.

19. Modifications of Agreement.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the

CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Agreement shall be permitted.
- c. Agency procurement officer. By a written order, at any time, and without notice to any surety, the Agency procurement officer, subject to mutual agreement of the parties to this Agreement and all appropriate adjustments, may make modifications within the general scope of this Agreement to include any one or more of the following:
 - (A) Drawings, designs, or specifications;
 - (B) Method or place of delivery;
 - (C) Description of services to be performed;
 - (D) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (E) Place of performance of the services; or
 - (F) Other provisions of the Agreement accomplished by mutual action of the parties to the Agreement.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and this Agreement modified in writing accordingly. Any adjustment in Agreement price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Agreement or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this Agreement.
- f. Claims not barred. In the absence of an Agreement modification, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim under this Agreement or for a breach of contract.
- g. CPO approval. If a modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial

Agreement price, whichever increase is higher, the prior approval of the CPO is required.

- h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement, a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.
 - i. Sole source agreements. Amendments to sole source agreements that would change the original scope of the contract may only be made with the approval of the CPO. Annual renewal of a sole source agreement for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Agreement in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in the Agreement price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Agreement. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Agreement as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.
 - b. CPO approval. If a contract change order increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial

Agreement price, whichever increase is higher, the prior approval of the CPO is required.

- c. Time period for claim. Within thirty (30) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless the STATE is prejudiced by the delay in notification.
- d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- e. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR's right to pursue a claim under the Agreement or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the Agreement price pursuant to a provision in this Agreement shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Agreement or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Procurement Rules.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of subchapter 15, chapter 3-122 of the Procurement Rules.

22. Variation in Quantity for Definite Quantity Agreements. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Agreement, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the CPO makes a written determination that such an increase will either be more economical than awarding another Agreement or that it would not be practical to award another Agreement.
23. Changes in Cost-Reimbursement Agreement. If this Agreement is a cost-reimbursement Agreement, the following provisions shall apply:
- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Agreement in any one or more of the following:
- (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Agreement accordingly.
- c. The CONTRACTOR must assert the CONTRACTOR's rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Agreement.

- d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Agreement. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Agreement as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Agreement and, if this Agreement is incrementally funded, the funds allotted for the performance of this Agreement, shall not be increased or considered to be increased except by specific written modification of the Agreement indicating the new Agreement estimated cost and, if this Agreement is incrementally funded, the new amount allotted to the Agreement.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the CPO, the DIRECTOR, the Agency procurement officer, or to the services or goods, or both, provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Agreement shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Agreement. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement.
27. Liens and Warranties. Goods provided under this Agreement shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Agreement documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A State contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency purchasing officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for agreements awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention. The CONTRACTOR and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the STATE under an escalation clause.
33. Minimizing Congestion. The CONTRACTOR shall undertake all necessary precautions to minimize any adverse impact the performance under this Agreement may have on traffic congestion.
34. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the

laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR's performance of this Agreement.
36. Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules, the Procurement Rules in effect on the date this Agreement became effective shall control and are hereby incorporated by reference.
37. Entire Agreement. This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Agreement 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 Agreement.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement 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 Agreement. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Agreement shall not constitute a waiver or relinquishment of the STATE's rights or the CONTRACTOR's obligations under the Procurement Rules or statutes.

The following provision is a general condition for this Agreement:

If this Agreement was entered into between July 20, 1998, and July 1, 2001, and extends beyond June 30, 2001, it is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws, 785, 787. Pursuant to the managed process review, this Agreement may be cancelled, continued, or extended by the State.

Form AG-GC(1/99)

300420

THE LANGE GROUP

BEST AND FINAL OFFER

RESPONSE TO RFP ICS-FY-99-52

for

**SERVICES TO DEVELOP AND IMPLEMENT A
REPLACEMENT LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM**

Prepared for

**DEPARTMENT OF LAND AND NATURAL RESOURCES
BUREAU OF CONVEYANCES
STATE OF HAWAII**

November 15, 1999

The information in this proposal shall not be disclosed outside the Bureau of Conveyances organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to The Lange Group as a result of or in connection with the submission of this proposal. The Bureau of Conveyances shall have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of the Bureau of Conveyances to use information contained in the proposal if it is obtained from another source without restriction.

Prepared by

The Lange Group

300421

CONTRACT AWARD PROPOSAL

	Task Timetable	Payment Schedule				Contract by 6/2000	Contract 7/1/2000	Contract 11/2000	
		%	Amount	Due		"A"	"B"	"C"	
Task 1 Implement BOC Network	2/1/00 to 4/15/00	10	\$ 23,051.93	2/15					
		56	\$ 135,315.18	3/15					
		17	\$ 40,837.24	3/15					
		17	\$ 41,577.86	4/15	\$ 240,782.21	\$ 240,782.21			
Task 2 BCIS Requirement Verification	2/1/00 to 2/29/00	100	\$ 48,458.02	2/29	\$ 48,458.02	\$ 48,458.02			
Task 3 Replace REG and LC System	2/1/00 to 11/30/00	65	\$ 326,223.28	3/31		\$ 326,223.28			
		8	\$ 38,339.34	5/30		\$ 38,339.34			
		9	\$ 43,541.39	5/30		\$ 43,541.39			
		4	\$ 21,979.02	7/30			\$ 21,979.02		
		9	\$ 45,833.04	9/30			\$ 45,833.04		
		5	\$ 27,603.99	11/30	\$ 503,520.06		\$ -	\$ 27,603.99	
Task 4 Imaging Capability - BOC	2/1/00 to 6/30/00	9	\$ 44,458.06	4/30					
		52	\$ 285,034.44	4/30					
		8	\$ 38,299.79	5/30					
		15	\$ 70,853.73	6/30					
		17	\$ 80,784.93	6/30	\$ 519,230.95	\$ 519,230.95			
Task 5 Imaging Capability - BCIS	2/1/00 to 7/30/00	55	\$ 44,739.33	7/30					
		45	\$ 36,353.93	7/30	\$ 81,093.26	\$ 81,093.26	\$ -		
Task 7 Remote Access-Image Data	2/1/00 to 10/31/00								"D"
(7b) Deliver Requirements Doc		38	\$ 17,945.73	8/31					
(7b) Completion of Prgms & Trng		31	\$ 14,449.91	8/31					
(7) Completion of Prgms & Trng		31	\$ 14,771.80	10/31	\$ 47,167.44	\$ -	\$ 47,167.44		12/1/00 - 2/1/01 SUPPORT
Task 10 Data Remediation	2/1/00 to 9/30/00	18	\$ 3,999.97	8/15					\$ 146,818.86
		49	\$ 10,583.27	9/30					
		33	\$ 7,083.29	9/30	\$ 21,666.53	\$ 21,666.53	\$ 21,666.53		
Subtotal Tasks 1-5, 7 & 10					\$ 1,461,918.17	\$ 1,297,668.45	\$ 186,846.08		
Task 6 Enable Remote - Text Data	6/1/00 to 6/31/00	100	\$ 77,393.92				\$ 77,393.92	\$ -	
Task 8 Public Access - Text Data	10/1/00 to 12/31/00	100	\$ 139,472.55				\$ -	\$ 139,472.55	
Task 9 Public Access - Image Data	11/1/00 to 12/31/00	100	\$ 62,027.76					\$ 62,027.76	
Task 11 GIS Study	12/1/00 to 12/31/00	100	\$ 33,749.78		\$ 33,749.78			\$ 33,749.78	
TOTAL Tasks 1-11					\$ 1,774,562.48				
Task 12 (1-5 years)	Title Guaranty					\$ 200,000.00			
Task 12 (6-10 years)	Title Guaranty						\$ 200,000.00	\$ -	
						\$ 1,497,668.45	\$ 414,039.95	\$ 262,854.08	
Post Implementation Support - 1st							\$ -	\$ -	\$ 69,577.89
TOTAL BID Tasks 1-12					\$ 2,174,562.48				
Post Implementation Support - 2nd								\$ -	\$ 77,240.99
CONTRACT AWARDS BY 6/00	"A"				\$ 1,497,668.45				
CONTRACT AWARDS 7/00	"B"						\$ 414,039.95		
CONTRACT AWARD 11/00	"C"							\$ 262,854.08	
TOTAL OF CONTRACTS									\$ 2,174,562.48

CONTRACT AWARD PROPOSAL

	Task Timetable	Payment Schedule			Contract by 6/2000	Contract 7/1/2000	Contract 11/2000
		%	Amount	Due			
Task 1 Implement BOC Network	2/1/00 to 4/15/00	10	\$ 23,051.93	2/15	"A"	"B"	"C"
		56	\$ 135,315.18	3/15			
		17	\$ 40,837.24	3/15			
		17	\$ 41,577.86	4/15			
Task 2 BCIS Requirement Verification	2/1/00 to 2/29/00	100	\$ 48,458.02	2/29	\$ 48,458.02		
Task 3 Replace REG and LC System	2/1/00 to 11/30/00	65	\$ 326,223.28	3/31	\$ 326,223.28		
		8	\$ 38,339.34	5/30	\$ 38,339.34		
		9	\$ 43,541.39	5/30	\$ 43,541.39		
		4	\$ 21,979.02	7/30	\$ 21,979.02		
		9	\$ 45,833.04	9/30	\$ 45,833.04		
		5	\$ 27,603.99	11/30	\$ 503,520.06	\$	\$ 27,603.99
Task 4 Imaging Capability - BOC	2/1/00 to 6/30/00	9	\$ 44,458.06	4/30			
		52	\$ 285,034.44	4/30			
		8	\$ 38,299.79	5/30			
		15	\$ 70,653.73	6/30			
		17	\$ 80,784.93	6/30	\$ 519,230.95	\$ 519,230.95	
Task 5 Imaging Capability - BCIS	2/1/00 to 7/30/00	55	\$ 44,739.33	7/30			
		45	\$ 36,353.93	7/30	\$ 81,093.26	\$	
Task 7 Remote Access-Image Data	2/1/00 to 10/31/00						"D"
(7b) Deliver Requirements Doc		38	\$ 17,945.73	8/31			
(7b) Completion of Prgrms & Trng		31	\$ 14,449.91	8/31			12/1/00 - 2/1/01
(7) Completion of Prgrms & Trng		31	\$ 14,771.80	10/31	\$ 47,167.44	\$ 47,167.44	SUPPORT
							\$ 146,818.88
Task 10 Data Remediation	2/1/00 to 9/30/00	18	\$ 3,999.97	8/15			
		49	\$ 10,583.27	9/30			
		33	\$ 7,083.29	9/30	\$ 21,666.53	\$ 21,666.53	
Subtotal Tasks 1-5, 7 & 10					\$ 1,461,918.47	\$ 1,297,668.45	\$ 136,646.03
Task 6 Enable Remote - Text Data	6/1/00 to 5/31/00	100	\$ 77,393.92			\$ 77,393.92	\$
Task 8 Public Access - Text Data	10/1/00 to 12/31/00	100	\$ 139,472.55			\$	\$ 139,472.55
Task 9 Public Access - Image Data	11/1/00 to 12/31/00	100	\$ 62,027.76				\$ 62,027.76
Task 11 GIS Study	12/1/00 to 12/31/00	100	\$ 33,749.78		\$ 33,749.78		\$ 33,749.78
TOTAL Tasks 1-11					\$ 1,774,562.43		
Task 12 (1-5 years)	Title Guaranty				\$ 200,000.00		
Task 12 (6-10 years)	Title Guaranty					\$ 200,000.00	\$
					\$ 1,497,668.45	\$ 414,039.95	\$ 262,954.08
Post Implementation Support - 1st						\$	\$ 69,577.89
TOTAL BID Tasks 1-12					\$ 2,174,562.43		\$
Post Implementation Support - 2nd							\$ 77,240.99
CONTRACT AWARDS BY 6/00	"A"				\$ 1,497,668.45		
CONTRACT AWARDS 7/00	"B"					\$ 414,039.95	
CONTRACT AWARD 11/00	"C"						\$ 262,854.08
TOTAL OF CONTRACTS							\$ 2,174,562.43

Amended Contract Award: January 11, 2000

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5.0 PRICES – PART 1 CONTINUED

This is the Summary of total cost for items provided by The Lange Group, and represents prices for Services, Actual cost, Recommended Hardware, Software by Task, and Post Implementation Support by Year. Tasks to be performed are described in the section 3.0 – Project Approach Work Plan and Schedule. Prices include Shipping and Handling and Hawaii State Tax 4.166%.

TOTAL COST SUMMARY:

Phase	Task	Description	Labor Services Lange & IBM	Other Services	Travel & Living Estimate	Subtotal Services	Required H/W & S/W	Optional Node	Grand Total	Cumulative Total
1	1	Implement a Basic BOC Network	74,098.48	31,368.55		105,467.03	135,315.18		240,782.21	240,782.21
	2	BCIS Requirements Verification	48,458.02			48,458.02			48,458.02	289,240.24
	3	Replacement of RS and LCATS	177,296.78			177,296.78	190,171.04		367,467.82	656,708.06
		Phase 1 Totals	299,853.29	31,368.55		331,221.84	325,486.22		656,708.06	
2	4	Implementing Imaging Capability at BOC	219,196.51		15,000.00	234,196.51	251,048.26		485,244.77	1,141,952.83
	5	Implement Imaging Capability on BCIS	76,093.26		5,000.00	81,093.26			81,093.26	1,223,046.09
		Phase 2 Totals	295,289.78		20,000.00	315,289.78	251,048.26		566,338.05	
3	6	Enable Remote Access to Text Data	17,869.68			17,869.68	59,524.24		77,393.92	1,300,440.01
	7	Enable Remote Access to Images	42,167.44		5,000.00	47,167.44		97,461.46	144,628.90	1,445,068.91
		Phase 3 Totals	60,037.12		5,000.00	65,037.12	59,524.24	97,461.46	222,022.82	
4	8	Enable Public Access to Text Data	101,351.43		5,000.00	106,351.43	33,121.12		139,472.55	1,584,541.47
	9	Enable Public Access to Images	57,027.76		5,000.00	62,027.76			62,027.76	1,646,569.23
		Phase 4 Totals	158,379.19		10,000.00	168,379.19	33,121.12		201,500.31	
5	10	Data Remediation	21,666.53			21,666.53			21,666.53	1,668,235.75
		Phase 5 Totals	21,666.53			21,666.53			21,666.53	
6	11	GIS Requirements Study	2,499.98	31,249.80		33,749.78			33,749.78	1,701,985.54
		Phase 6 Totals	2,499.98	31,249.80		33,749.78			33,749.78	
		Total Acquisition Cost	837,726.89	62,618.35	35,000.00	935,344.24	669,179.84	97,461.46	1,701,985.54	
Year	1	Post Implementation Support 1 st Year	15,624.90			15,624.90	53,952.99		69,577.89	1,771,563.43
Year	2	Post Implementation Support 2 nd Year	15,624.90			15,624.90	61,616.09	7,187.52	84,428.51	1,855,991.94
Year	3	Post Implementation Support 3 rd Year	15,624.90			15,624.90	90,933.78	7,187.52	113,746.20	1,969,738.14
		Grand Total Acquisition & Post Implementation Support by the end of 3 Years	884,600.59	62,618.35	35,000.00	982,218.94	875,682.70	111,836.50	1,969,738.14	

October 29, 1999

Ms. Nani Lindsey
THE LANGE GROUP
1100 Ward Avenue, Suite 1050
Honolulu, Hawaii 96814

Facsimile: (808) 599-5264

Re: RFP ICS-FY-99-052, Part 1

Dear Ms. Lindsey:

Please answer the following and submit a Best and Final Offer to the Information and Communication Services Division, attention Barbara Tom by 10:00 on **November 15, 1999.**

1. Please provide a detailed description of how your solution intends to leverage the RS/6000 SP2 system recently installed to meet the requirements of Section 3.8 of RFP No. ICS-FY-99-052.
2. Price schedule based on an amendment to Section 3.10, IMPLEMENTATION PLAN, paragraph 1, to state:

"The minimum expected to be completed in the initial contract period for Part 1 consists of phases determined as Phase 1 (tasks 1-3). Phase 2 (tasks 4-5), Phase 3 (tasks 6-7), Phase 4 (tasks 8-9), Phase 5 (task 10) and Phase 6 (task 11) to be contracted based upon available funding. Part 2, task 12, will also be awarded based on availability of funding. Any remaining work shall then be contracted as supplemental agreements for phases based on available funding.

3. The RFP is further amended to replace Appendix B, Page B-1 (Final May 3, 1999), to correct the TERM OF CONTRACT, sentence one to state:

"Term of contract shall be initially, and subsequently, for a period agreed upon by the contractor and the BOC to complete the work required for all phases contracted."

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Appendix B, Page B-1 (Final May 3, 1999), METHOD OF AWARD, is also amended by adding:

"Award to be based on substantive evaluation of the Project Review Committee. Execution of Contract and Notice to Proceed will be in the manner provided for in the implementation phases. However, Notice to Proceed may be accelerated but not necessarily in the sequence described in Section 3.10 as amended."

4. Please provide a detailed listing of post implementation charges for hardware and software that includes but is not limited to license fees, maintenance and support fees, and any recurring charges anticipated.
5. Please provide additional details as to your plans to conduct parallel testing of the new system, i.e. specified PCs, specific section, wloc card requirements.
6. Based on your current understanding of the Land Court System, please elaborate how your solution will accommodate our LCATS (Land Court Automated Title System).
7. Please expand and elaborate on your proposal to establish remote sites on the neighbor islands, specifically communication options, hardware and software configuration requirements. Also identify potential restrictions that may be encountered. Site selections limited to Oahu (Honolulu), Kauai (Lihue), Maui (Wailuku), and Hawaii (Hilo and Kona).
8. Regarding internet access, please provide details on proposed security configurations.

Should you have any questions, contact Barbara Tom at (808) 586-1920.

Aloha,

Lester M. Nakamura, Administrator
Information and communication Services Division

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Title Guaranty of Hawaii, Inc.

235 QUEEN STREET, HONOLULU, HI 96813 • P.O. BOX 3084, HONOLULU, HI 96802
TELEPHONE: (808) 533-6261

November 12, 1999

COPY 1 of 7 COPIES

Ms. Barbara Tom, Planning and Project Management Officer
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

SUBJECT: Best and Final Offer

Dear Ms. Tom:

The undersigned has carefully assessed the comments provided by the State review committee during the presentation of Title Guaranty's Part 2 proposal on August 27, 1999 and the required additional information identified in the Lester M. Nakamura letter dated November 1, 1999. As instructed, Title Guaranty of Hawaii, Incorporated is submitting additional detailed information requested by the review committee and its best and final offer per instructions for RFP No. ICS-FY-99-52 for *Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii*.

Additional Required Information

The information requested by Lester Nakamura is provided in the section that follows:

Please provide your charges based on an estimated ten year inventory of 24,000,000 images and cost, if any, to rescan images found to be unacceptable based on a mutually agreed upon quality standard.

1. For the ten-year span of recorded document images, Title Guaranty proposes a bid price of **\$.015 per image** delivered to the BOC. This bid price shall be applicable for purchase of the entire ten-year span or for five-year spans of recorded document images. For purchases of a span less than five years, Title Guaranty proposes a bid price of \$.02 per image delivered to the BOC.
2. Based on our proposed bid price of \$.015 per page, our charge for the estimated ten year span using a total document image count of 24,000,000 is \$360,000 plus tax.
3. Based on an estimated 3,100,000 documents and an average of 8.4 page images per document, our best estimate of the total number of images in a ten year span in the Title Guaranty recorded document repository is 26,040,000. Based on our proposed bid price of \$.015 per page, our charge for the ten-year span of recorded documents contained in the Title Guaranty recorded document repository is \$390,600 plus tax.
4. Title Guaranty proposes to provide the BOC with *all* recorded document images for a specified ten-year period at a total price not to exceed \$400,000 excluding tax. Should the total charge for recorded document images delivered to the BOC exceed \$400,000 based on Title Guaranty's proposed bid price of \$.015 per image, Title Guaranty acknowledges and agrees to provide BOC with all recorded document images for the specified period for a cap cost of \$400,000 excluding tax.

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AMERICAN
LAND TITLE
ASSOCIATION



5. Title Guaranty believes that a major positive feature of its proposal to the BOC is that the ten-year span of images specified in the BOC request for proposal has already been converted from microfilm and is in active use by Title Guaranty in its routine daily operations. As part of its proposed migration work plan, Title Guaranty will implement a quality review process prior to transmittal of images to BOC to identify images that may not meet the mutually agreed minimum quality standard. Title Guaranty acknowledges and agrees to provide the BOC with rescans of delivered images found not to meet the mutually agreed minimum quality standard at no additional charge to BOC.

During your oral presentation, reference was made to immediate access. Please provide specifics as to how this will be accomplished and what is included with this access and any cost associated with its implementation.

1. Title Guaranty will provide for the installation of a dedicated network link for transmission of finished recorded document images to the BOC. With this link, Title Guaranty will be able to transmit to the BOC document image batches as soon as they have been quality reviewed. And the batches will be incremental, thus facilitating the mass migration process.
2. Title Guaranty will make a browser based image viewer application available to the BOC at no additional charge so that it can use the network link to immediately access recorded document images stored on the Title Guaranty recorded document image transfer repository. This application supports the capability to retrieve, display and print images stored in the repository.
3. The monthly lease line charges for a single, dedicated telecommunications link installed between the BOC and Title Guaranty are included in our proposed price and shall be the responsibility of Title Guaranty until the scheduled end of the image migration project phase. Thereafter, the costs for the lease line will be included in an outsource service agreement between BOC and Title Guaranty or alternatively, the lease line will be terminated and removed if no agreement is entered into after the end of the image migration project phase.

It is the desire of the Bureau of Conveyances to provide public and internet access to digitized images. As such, access proposed through a lease program cannot be restricted and limited in its use. Proposed alternatives to the purchase of your images must not include any conditions that limit access by the Bureau of Conveyances or its public and internet users.

Title Guaranty expresses its willingness to provide the State with access to the recorded document images for its public clientele via a State sponsored website. Title Guaranty acknowledges and affirms that public access related to normal daily BOC business operations and processes will not be restricted or limited in its use.

Your proposal included a lease with an option to purchase at a price mutually agreed upon. Please provide a schedule based on a lease to own without additional cost.

1. The proposed price for the basic lease option is \$3,500 per month plus a \$25,000 one time set up charge plus tax. This price is based on up to 20 BOC staff users, on a named user basis. Additional BOC staff users may be added at a cost of \$150 per month per named user. The term of the agreement will be for ten years from the date of contract approval or for a period mutually agreed upon by both parties.

This proposed price assumes that BOC will be responsible for installing and maintaining the telecommunications link between the BOC main office on Oahu and Title Guaranty for access

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to the image repository. This proposed price also assumes that TG will receive current document images on a daily basis for the duration of this contract at no charge.

2. The proposed price for a lease to own option is \$4,375 per month plus a \$25,000 one time set up charge plus tax. This price is based on up to 20 BOC staff users, on a named user basis. Additional BOC staff users may be added at a cost of \$187.50 per month per named user. The term of the agreement will be for ten years from the date of contract approval. At the conclusion of the ten-year agreement period, the specified ten year span of recorded document images will be transmitted to the BOC. The BOC will be responsible for labor costs at then prevailing rates to implement the recorded document image migration.

The information requested by the review committee is provided in the section that follows:

Provide an estimate of the total number of recorded document images in the Title Guaranty recorded document image repository.

As of September 1998, Title Guaranty estimates the total number of recorded document images contained in its image repository to be 3.6 million.

Provide a response as to the total estimated number of documents and the average number of pages per document for the specified ten-year span of recorded documents.

Based on a review of document statistics provided by the Bureau of Conveyance (BOC) and Title Guaranty internal records, we estimate the total number of documents for a ten-year span from 1989 through 1998 to be approximately 3.1 million. Based on a sampling of documents for a representative one-year period, we estimate the average number of pages per recorded document to be 8.4.

Provide clarification regarding the outsource option for accessing the requested ten year span of recorded document images. Specifically, what are limitations and restrictions proposed for BOC access to the ten-year span of recorded document images?

The Title Guaranty proposal to the BOC includes an option to access all recorded document images contained in the Title Guaranty image repository, including newly recorded documents. Under this proposal, licenses for BOC users, on a named user basis, will be issued permitting use of the recorded document images in normal daily BOC business operations and processes. This includes retrieving, displaying, copying and printing individual recorded document images from the Title Guaranty image repository.

What are the limitations and proposed costs for public access to the recorded document images via a State sponsored website?

Title Guaranty expresses its willingness to provide the State with access to the recorded document images for its public clientele via a State sponsored website. However, Title Guaranty lacks sufficient information to properly estimate system capacity, infrastructure requirements, and costs to appropriately respond to the State at this time. To provide a proposed cost for the requested service, Title Guaranty will require additional information regarding the proposed website including:

- When will the proposed website be implemented?
- Will the website be implemented as an Internet or Intranet?

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- Will the State act as the web host or will it utilize a commercial host service?
- Will proposed website users be the public or selected clients with defined login names and passwords?
- What is the estimated number of daily and monthly users for the proposed website?
- What are the total average daily requests for recorded document images estimated for the website?
- What is the highest daily number of requests for recorded document images estimated for the website?
- Will the State require Title Guaranty to provide the capacity to identify the total number of recorded document image pages that are displayed, printed or copied by a user on the website?

Upon receipt of the above website information, Title Guaranty will gladly provide the State with a proposed price for access to the Title Guaranty recorded document images via a BOC website by the public.

What are proposed costs for including telecommunications links from State Bureau of Conveyance district offices on Maui, Hawaii, and Kauai to Title Guaranty?

Title Guaranty expresses its willingness to provide access from BOC district offices on Maui, Hawaii, and Kauai to enable use of recorded document images contained in the Title Guaranty image repository. Furthermore, Title Guaranty expresses our willingness to work with the BOC and the selected telecommunications service-provider to establish connectivity from the BOC offices to Title Guaranty.

Title Guaranty anticipates the BOC will incur charges from the selected telecommunications service provider for the following items:

- Network Line Installation Charge
- Required Network Hardware Charge
- One Time Set Up Fee
- Monthly Network Line Charge

Best and Final Offer

Title Guaranty of Hawaii, Incorporated hereby proposes, if selected, to furnish and deliver all items stated in its previously submitted Proposal, as modified by this best and final offer letter.

For its Part 2 proposal, Title Guaranty submits the following modifications:

Section III, Project Approach, Workplan and Schedule

1. Title Guaranty proposes to provide the BOC with all recorded document images for a specified ten-year period. Based on the review of recorded documents statistics provided by the BOC and from internal Title Guaranty records, the total estimated number of recorded documents for a ten-year period from 1989 through 1998 is approximately 3.1 million.
2. Title Guaranty proposes a six month project duration to implement the backfile review preparation, backfile review, preliminary migration activities, and document image migration activities specified in its workplan.

300430

3. As an alternative to direct purchase of the specified ten-year span of recorded document images, Title Guaranty offers to provide the BOC with access to the recorded document images contained in the Title Guaranty image repository on an outsource basis. Recorded documents contained in the image repository span the period from 1987 - present. Access to all recorded documents in the image repository is included in this proposal. This includes new recorded documents as they are added to the image repository on an ongoing basis.

If this outsource proposal is accepted, Title Guaranty will provide necessary technical assistance to facilitate installation of network connections from the main BOC office on Oahu to the Title Guaranty image repository. It will also deliver document image indexes, in a data format as specified in the BOC RFP, for upload to the BOC document index database.

Under this proposal, licenses for BOC users, on a named user basis, will be issued permitting use of the recorded document images in normal daily BOC business operations and processes. This includes retrieving, displaying, copying and printing individual recorded document images from the Title Guaranty image repository.

4. At BOC's option, Title Guaranty offers to allow access from BOC district offices on Maui, Hawaii, Kauai and to enable BOC staff users to access recorded document images located in the Title Guaranty image repository. Connectivity is the responsibility of the BOC.
5. Title Guaranty expresses its willingness to work collaboratively with the selected Part 1 vendor to create a solution that meets BOC requirements and enhances the interests of the BOC. Further, Title Guaranty expresses its willingness to work in a subcontractor capacity with the Part 1 vendor, should the BOC decide that such an arrangement would offer increased flexibility and options for creating an optimal solution to meet BOC Part 1 and Part 2 requirements.

Section VI, Price

6. For the ten-year span of recorded document images, Title Guaranty proposes a bid price of *\$.015 per page* delivered to the BOC. This bid price shall be applicable for purchase of the entire ten-year span or for five-year spans of recorded document images. For purchases of a span less than five years, Title Guaranty proposes a bid price of \$.02 per page delivered to the BOC.
7. Title Guaranty proposes to provide the BOC with *all* recorded document images for a specified ten-year period at a total price not to exceed \$400,000 excluding tax. Although Title Guaranty now estimates that the total number of recorded document images for a specified ten-year span exceeds 3.1 million images, it acknowledges and agrees to provide BOC with all recorded document images for the specified period for a cap cost of \$400,000 excluding tax.
8. The proposed price for the outsource service referenced in Item 3, as stated, is \$3,500 per month plus a \$25,000 one time set up charge plus tax. This price is based on up to 20 BOC staff users, on a named user basis. Additional BOC staff users may be added at a cost of \$150 per month per named user. The term of the agreement will be for ten years from the date of contract approval or for a period mutually agreed upon by both parties.

This proposed price assumes that BOC will be responsible for installing and maintaining the telecommunications link between the BOC main office on Oahu and Title Guaranty for access to the image repository. This proposed price also assumes that TG will receive current document images on a daily basis for the duration of this contract at no charge.

300431

November 12, 1999

9. The proposed price for a lease to own option is \$4,375 per month plus a \$25,000 one time set up charge plus tax. This price is based on up to 20 BOC staff users, on a named user basis. Additional BOC staff users may be added at a cost of \$187.50 per month per named user. The term of the agreement will be for ten years from the date of contract approval. At the conclusion of the ten-year agreement period, the specified ten-year span of recorded document images will be transmitted to the BOC. The BOC will be responsible for labor costs at then prevailing rates to implement the recorded document image migration.
10. The proposed price for allowing access from BOC Neighbor Island offices to Title Guaranty, as stated in Item 4, requires a one-time setup fee of \$2,500.00 per additional branch.

Questions which the Information and Communication Services Division or the State of Hawaii may have regarding this best and final offer may be directed to:

Mr. Michael A. Pietsch
President
Title Guaranty of Hawaii, Incorporated
235 Queen Street
Honolulu, Hawaii 96813
Telephone: 521-0259
Facsimile : 532-3160

Respectfully Submitted,



David T. Pietsch, Jr.
Executive Vice President

NOV 12 1999

Date

300432

BOC Network Requirements

300433

Summary

- Access from First Floor to Consolidated Server June 5
– OR
- Interim access from First Floor to Consolidated Server June 5
- FYI Modem access to Consolidated Server Sept. 1
- Frame Relay access to Consolidated Server Sept. 1
- Internet access Nov. 1

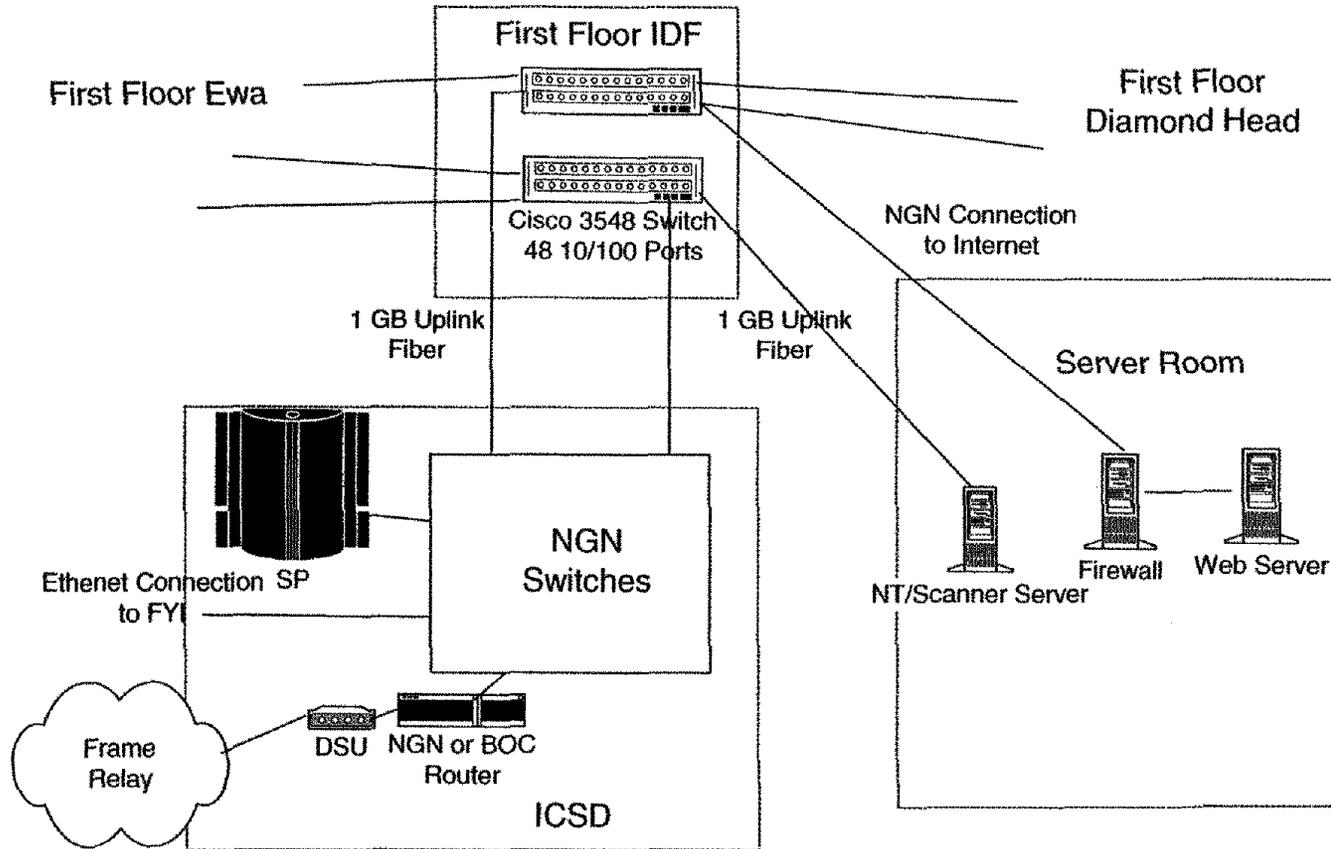
300434

Access to Consolidated Server from First Floor BOC Users

- Utilize IDF in First Floor Women's Rest Room
- BOC would like to place 2 Cisco 3548 Switches in IDF
- Requires two Gigabit fiber connections to NGN switches in ICSD
- NGN must pass at least one secure 100 Mb connection to BOC node in Consolidated Server, through something like a dedicated VLAN
 - Should be growable to two connections or Gigabit connection if image traffic warrants
- BOC would like to add drops on first floor, and have cabling distributed from First Floor IDF
 - Will require adding a new rack/cabinet for Cat5 patch panel and switches
- BOC would like to add a secure cabinet in First Floor IDF to house switches and patch panel
- BOC would like to add electrical capabilities to support switches and potential future equipment
- Required by June 5

300435

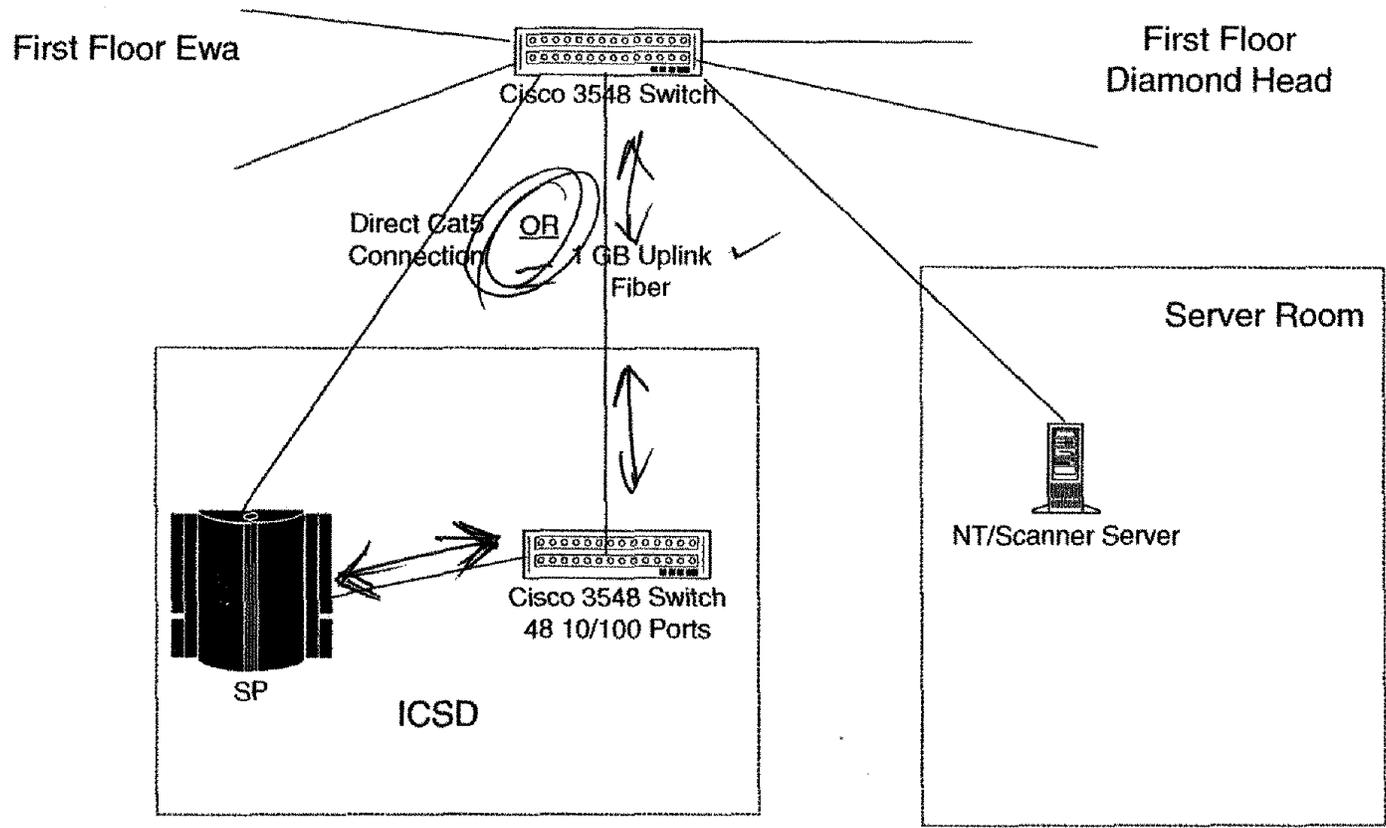
NGN Solution



Interim Access to Consolidated Server from First Floor BOC Users

- If NGN is not available by June 5, BOC will require an interim connection
- BOC will still use Women's Rest Room IDF, and same hardware configuration in the IDF
 - One Cisco 3548
 - One secure cabinet
 - Electrical for at least two Cisco 3548's
 - Patch Panel for Cat5 Cabling
 - Additional Cat5 Cabling distributed to BOC on first floor
- Connection from IDF to Consolidated Server
- Two identified alternatives, with either being acceptable
 - One Cat5 cable run from IDF to Consolidated Server for 100 Mb connection
 - Movement of one 3548 to ICSD Fiber MDF
 - Connect via fiber to the first floor IDF 3548
 - One Cat5 Cable run from Fiber MDF to Consolidated Server, supporting 100 Mb
 - Electrical Power available in MDF to support the 3548 Switch
- Need by June 5 if NGN is not available

Interim Solution



300438

Secure Access from FYI Modems to Consolidated Server

- BOC requires dial up access for Title Companies to BOC node on Consolidated Server
- Presently use FYI modems, and routing through Mamo Server
- BOC would like to continue this operation for Consolidated Server
- Will require:
 - Reprogramming of Mamo to redirect connections to the SP
 - A secure connection from Mamo to the SP
 - Currently Mamo is on an Ethernet segment that is open to the Internet
 - Routing to the SP must ensure security, so SP is protected from the Internet by a Firewall
- Connection is required by September 1

Access from Outer Island Locations to Consolidated Server

- BOC requires remote access from five Outer Island locations to Consolidated Server with image transfer capabilities
- Proposed connection is via Frame Relay
 - T1 at ICSD location
 - ADSL connections at remote sites
- BOC can use ports on NGN 7507 if adequate security can be provided
 - Security needs to be provided by NGN or BOC provided Firewall
- Or, BOC can provide a Cisco 4500 Router
- BOC requires the central T1 connection and remote ADSL lines be ordered
- Connections required by September 1

Internet Access

- BOC requires internet public access to a BOC Web Server
- BOC will provide Firewall located on First Floor
- BOC requires Internet Access via NGN to the Firewall
- Extension of NGN through Cisco 3548 Switch VLAN is acceptable
- Connection required by November 1

MEMORANDUM

Date: July 9, 2002
To: Evelyn
Fr: Carl *W*
Re: BCIS Best and Final

The RFP on our project was separated into two (2) parts, Part I for replacement of our current system and Part II for the migration of 10 years of images. The successful bidder on Part II was Title Guaranty with a bid of \$400,000. The Lange Group won the rights to develop and implement the new system. In meeting with both vendors, it was evident the hardware to be provided under Part I would not be capable of holding all the information intended to be migrated to the new system, i.e. 10 years of images and current information on the ICSD main frame (Wang and Unisys). We asked The Lange Group to provide information as to necessary hardware to accommodate the enormous amount of information being migrated to the new system.

Attached are the following documents showing how the disbursements were determined in awarding the contract:

- A. Best and Final paperwork submitted on November 15, 1999 that reflects the cost of the project.

Hardware:	\$ 669,179.84
Labor:	<u>\$ 935,344.22</u>

TOTAL: \$1,604,524.06

- B. December 14, 1999 letter from The Lange Group acknowledging payments would be done incrementally pursuant to the RFP. The project is being paid by special funds and collections could not cover the entire project at time of acceptance.
- C. December 23, 2002 letter from The Lange Group regarding additional hardware requirements to satisfy migration of 10 years of images from Part II bidder, Title Guaranty. To accommodate increased capacity

requirements, Task 3 and Task 4 hardware specs were changed. Based on these changes, the cost of the project was increased by \$170,038.42. The attachments to this letter reflect the changes to Task 3 and Task 4 hardware requirements.

Task	November 15, 1999	December 23, 1999	Difference
3	\$190,171.04	\$326,223.28	+ \$136,052.24
4	\$251,048.26	\$285,034.44	+ \$ 33,986.18

Ms. Lindsey's reference to a net increase of \$132,305.37 is based on including the acquisition of the optional Redundant Node Hardware for \$93,622.52. Had we opted to purchase the optional node, the net increase would have been the figure she presented. Please note the price had dropped some \$4000 from November to December. Based on her letter and cost estimates, the final figure agreed to was \$1,774,562.48.

Hardware:	\$ 839,218.26
Labor:	<u>\$ 935,344.22</u>
TOTAL:	\$1,774,562.48

D. Payment schedule worked out with The Lange Group in increments tied into work that was to be completed and hardware delivered. Encumbering funds in this manner was necessary to ensure sufficient revenues were realized by our special fund. The contract was to be paid in three phases.

“A” Covered the completion of Tasks 1, 2, 4, 5 & 82% of Task 3.

“B” Covered the completion of Tasks 6, 7, 10 & 13% of Task 3.

“C” Covered the completion of Tasks 8, 9, 11 & 5% of Task 3.

“D” Represents post-implementation costs not covered by the contract. It is for our information to know estimated future costs of R&M. The general rule of thumb is payment prior to the coverage period. This would be no different like all other maintenance and protection programs, i.e. Sears, GE, where payment is made up front. Insurance premiums also are also paid in advance.

I hope this resolves the concerns being raised. Should additional information be required, please ask the requesting party to submit a written inquiry so we can ensure all questions are answered.

300443

CONTRACT AWARD PROPOSAL

	Task Timetable	Payment Schedule			Contract by 6/2000	Contract 7/1/2000	Contract 11/2000	
		%	Amount	Due				
Task 1 Implement BOC Network	2/1/00 to 4/15/00	10	\$ 23,051.93	2/15	"A"	"B"	"C"	
		56	\$ 135,315.18	3/15				
		17	\$ 40,837.24	3/15				
		17	\$ 41,577.86	4/15				\$ 240,782.21
Task 2 BCIS Requirement Verification	2/1/00 to 2/29/00	100	\$ 48,458.02	2/29	\$ 48,458.02			
Task 3 Replace REG and LC System	2/1/00 to 11/30/00	65	\$ 326,223.28	3/31	\$ 326,223.28			
		8	\$ 38,339.34	5/30	\$ 38,339.34			
		9	\$ 43,541.39	5/30	\$ 43,541.39			
		4	\$ 21,979.02	7/30		\$ 21,979.02		
		9	\$ 45,833.04	9/30		\$ 45,833.04		
		5	\$ 27,603.99	11/30	\$ 503,520.06	\$ -	\$ 27,603.99	
Task 4 Imaging Capability - BOC	2/1/00 to 6/30/00	9	\$ 44,458.06	4/30				
		52	\$ 285,034.44	4/30				
		8	\$ 38,299.79	5/30				
		15	\$ 70,653.73	6/30				
		17	\$ 80,784.93	6/30	\$ 519,230.95	\$ 519,230.95		
Task 5 Imaging Capability - BCIS	2/1/00 to 7/30/00	55	\$ 44,739.33	7/30				
		45	\$ 36,353.93	7/30	\$ 81,093.26	\$ -		
Task 7 Remote Access-Image Data (7b) Deliver Requirements Doc (7b) Completion of Prgms & Trng (7) Completion of Prgms & Trng	2/1/00 to 10/31/00	38	\$ 17,945.73	8/31				"D"
		31	\$ 14,449.91	8/31				12/1/00 - 2/1/01
		31	\$ 14,771.80	10/31	\$ 47,167.44	\$ -	\$ 47,167.44	SUPPORT
								\$ 146,818.88
Task 10 Data Remediation	2/1/00 to 9/30/00	18	\$ 3,999.97	8/15				
		49	\$ 10,583.27	9/30				
		33	\$ 7,083.29	9/30	\$ 21,666.53	\$ 21,666.53		
Subtotal Tasks 1-5, 7 & 10					\$ 1,461,918.47	\$ 1,297,688.45	\$ 136,646.03	
Task 6 Enable Remote Text Data	8/1/00 to 8/31/00	100	\$ 77,393.92			\$ 77,393.92	\$ -	
Task 8 Public Access - Text Data	10/1/00 to 12/31/00	100	\$ 139,472.55			\$ -	\$ 139,472.55	
Task 9 Public Access - Image Data	1/1/00 to 12/31/00	100	\$ 62,027.76				\$ 62,027.76	
Task 11 GIS Study	12/1/00 to 12/31/00	100	\$ 33,749.78		\$ 33,749.78		\$ 33,749.78	
TOTAL Tasks 1-11					\$ 1,774,562.48			
Task 12 (1-5 years)	Title Guaranty				\$ 200,000.00	\$ 200,000.00	\$ -	
Task 12 (6-10 years)	Title Guaranty				\$ 1,497,668.45	\$ 414,039.95	\$ 262,854.08	
Post Implementation Support - 1st						\$ -	\$ -	\$ 69,577.89
TOTAL BID Tasks 1-12					\$ 2,174,562.48			
Post Implementation Support - 2nd							\$ -	\$ 77,240.99
CONTRACT AWARDS BY 6/00	"A"				\$ 1,497,668.45			
CONTRACT AWARDS 7/00	"B"					\$ 414,039.95		
CONTRACT AWARD 11/00	"C"						\$ 262,854.08	
TOTAL OF CONTRACTS								\$ 2,174,562.48

	BFO PROPOSAL - November 15, 1999			Amended by Task 12 Requirements - 12/23/99			Difference
	Labor	HW/SW	TOTAL	Labor	HW/SW	TOTAL	
Task 1 Implement BOC Network							
	\$ 105,467.03	\$ 135,315.18	\$ 240,782.21	\$ 105,467.03	\$ 135,315.18	\$ 240,782.21	0
Task 2 BCIS Requirement Verification	\$ 48,458.02		\$ 48,458.02	\$ 48,458.02		\$ 48,458.02	0
Task 3 Replace REG and LC System							
	\$ 177,296.78	\$ 190,171.04	\$ 367,467.82	\$ 177,296.78	\$ 326,233.22	\$ 503,520.06	\$136,052.24
Task 4 Imaging Capability - BOC					Increased storage capacity due to migration of images under Task 12		
					OPTIONAL NODE NOT PURCHASED		
	\$ 234,196.51	\$ 251,048.26	\$ 485,244.77	\$ 234,196.51	\$ 285,034.44	\$ 519,230.95	\$33,986.18
Task 5 Imaging Capability - BCIS					Increased storage capacity due to migration of images under Task 12		
	\$ 81,093.26		\$ 81,093.26	\$ 81,093.26		\$ 81,093.26	0
Task 7 Remote Access-Image Data (7b) Deliver Requirements Doc (7b) Completion of Prgrms & Trng (7) Completion of Prgrms & Trng	\$ 47,167.44		\$ 47,167.44	\$ 47,167.44		\$ 47,167.44	0
Task 10 Data Remediation							
	\$ 21,666.53		\$ 21,666.53	\$ 21,666.53		\$ 21,666.53	0
Task 6 Enable Remote - Text Data	\$ 17,869.68	\$ 59,524.24	\$ 77,393.92	\$ 17,869.68	\$ 59,524.24	\$ 77,393.92	0
Task 8 Public Access - Text Data	\$ 106,351.43	\$ 33,121.12	\$ 139,472.55	\$ 106,351.43	\$ 33,121.12	\$ 139,472.55	0
Task 9 Public Access - Image Data	\$ 62,027.76		\$ 62,027.76	\$ 62,027.76		\$ 62,027.76	0
Task 11 GIS Study	\$ 33,749.78		\$ 33,749.78	\$ 33,749.78		\$ 33,749.78	0
TOTAL Tasks 1-11	\$ 935,344.22	\$ 669,179.84	\$ 1,604,524.06	\$ 935,344.22	\$ 839,218.26	\$ 1,774,562.48	\$170,038.42

300445