

THE JUDICIARY, STATE OF HAWAI‘I

REQUEST FOR PROPOSALS
NO. J16042

TO PROVIDE WEB PROTECTION SERVICES
FOR THE PERSONAL INFORMATION OF
THE JUSTICES AND JUDGES OF
THE JUDICIARY, STATE OF HAWAI‘I

June 2015

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit Fax or Email to: Fax No.: (808) 538-5802
Email Address: jonathan.h.wong@courts.hawaii.gov

Provide the following information:

- | | | |
|----------------------|---------------------|------------------------|
| I. Name of Company | Mailing Address | Name of Contact Person |
| II. Telephone Number | Fax number | E-mail Address |
| | Solicitation Number | |
-

**THE JUDICIARY, STATE OF HAWAI‘I
HONOLULU, HAWAI‘I**

REQUEST FOR PROPOSALS NO. J16042

Competitive sealed proposals **TO PROVIDE WEB PROTECTION SERVICES FOR THE PERSONAL INFORMATION OF THE JUSTICES AND JUDGES OF THE JUDICIARY, STATE OF HAWAI‘I**, will be received at:

The Judiciary, State of Hawai‘i

Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawai‘i 96813-2807

up to 2:00 P.M. HST July 21, 2015

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under “General Information” and “Business with the Judiciary” and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Request for Proposal may be directed to James Crowe, email James.P.Crowe@courts.hawaii.gov; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email jonathan.h.wong@courts.hawaii.gov.

/s/ Janell Kim
Janell Kim
Financial Services Director

(Judiciary & SPO Websites: June 18, 2015)

REQUEST FOR PROPOSALS NO. J16042

Table of Contents

SECTION ONE - INTRODUCTION AND BACKGROUND 1

 1.1 INTRODUCTION AND BACKGROUND..... 1

 1.2 SIGNIFICANT DATES..... 1

 2.1 GENERAL INFORMATION 2

 2.2 GENERAL REQUIREMENTS 2

SECTION THREE - SPECIAL PROVISIONS 3

 3.1 SCOPE 3

 3.2 JUDICIARY CONTRACT LEAD 3

 3.3 TERM OF CONTRACT 3

 3.4 OFFER PREPARATION..... 3

 3.5 WRITTEN INQUIRIES..... 4

 3.6 SUBMISSION OF OFFERS 5

 3.7 OFFEROR QUALIFICATION 5

 3.8 AWARD 6

 3.9 INSURANCE 9

 3.10 CONTRACT EXECUTION AND EXTENSION 9

 3.11 PERMITS, CERTIFICATES, AND LICENSES 9

 3.12 PRICING INFORMATION AND ADJUSTMENTS 10

 3.13 INVOICING..... 10

 3.14 PAYMENT 10

 3.15 TERMINATION FOR CAUSE..... 11

 3.16 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS 11

 3.17 INTERPRETATION OF PROVISIONS..... 11

 3.18 CONFLICTS AND VARIATIONS..... 11

SECTION FOUR - EVALUATION CRITERIA AND PROPOSAL CONTENTS 12

 4.1 EVALUATION CRITERIA..... 12

 4.2 I. PRIOR EXPERIENCE AND REFERENCES - 100 POINTS 12

 4.3 II. METHODOLOGY - 100 POINTS..... 12

 4.4 III. EFFECTIVENESS OF METHODOLOGY – 100 POINTS 13

 4.5 IV. PRICING QUOTE - 50 POINTS..... 13

 4.6 V. ADDITIONAL SERVICES - 50 POINTS

SECTION FIVE - OFFER FORM 1

 5.1 WRITTEN PROPOSAL 3

 5.2 CONTRACT TEAM..... 3

 5.3 PRICE QUOTE..... 3

 5.5 - WAGE CERTIFICATE 4

SECTION SIX - ATTACHMENTS 5

 GENERAL CONDITIONS

 PROCEDURAL REQUIREMENTS

 EXCEL SPREADSHEETS FOR SECTION FOUR PROPOSAL TABLES

SECTION ONE - INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION AND BACKGROUND

The Judiciary, State of Hawai‘i (Judiciary) invites your company to submit a written proposal **TO PROVIDE WEB PROTECTION SERVICES FOR THE PERSONAL INFORMATION OF JUSTICES AND JUDGES OF THE JUDICIARY, STATE OF HAWAI‘I.**

On a daily basis, justices and judges of the Hawai‘i State Judiciary make decisions that affect the lives of individuals. As such, they are at risk of intimidation from parties trying to influence the outcome of cases. Additionally, justices and judges receive threats and may be targeted for retaliation from disgruntled litigants.

Anyone can search the internet to obtain the personal information of justices and judges. A disgruntled litigant who obtains such information has the ability to commit a wide array of offenses against justices/judges, their families, and property. It is vital to have a service that can protect their personal information from being accessible on the internet.

1.2 SIGNIFICANT DATES

Advertisement	Thursday, June 18, 2015
Deadline for Questions	Thursday, June 25, 2015 by 12:00 P.M. HST
Response to Written Questions	Thursday, July 2, 2015
PROPOSALS DUE	Tuesday, July 21, 2015 by 2:00 P.M. HST
Tentative Notice of Award	Monday, August 3, 2015
Tentative Contract Start Date	Friday, August 21, 2015

END OF SECTION ONE

SECTION TWO – SPECIFICATIONS

2.1 GENERAL INFORMATION

2.1.1 Overview

This Request for Proposal (RFP) solicits offers from qualified vendors to **PROVIDE WEB PROTECTION SERVICES FOR THE PERSONAL INFORMATION OF JUSTICES AND JUDGES OF THE JUDICIARY, STATE OF HAWAII**. The Contractor that is selected through this RFP shall be capable of providing web protection services to assist the Judiciary in effectively and efficiently removing the personal information of justices and judges (the “Subscribers”). “Personal information” means home addresses (including tax map key numbers of home addresses), home and cell phone numbers, birthdates, financial account numbers, social security numbers, and driver’s license numbers. Currently, there are 82 justice and judge positions within the Judiciary who may request this service. These services may include, but are not limited to, periodic scans of the internet and the delivery of opt-out notices to remove personal information.

2.1.2 Judiciary Contract Lead (JCL)

The Judiciary shall appoint a JCL. The Contractor shall take direction from the JCL or the JCL’s designee.

2.1.3 Contractor and Judiciary Staff

The Subscribers are high ranking public officials. Contractor staff are expected to be professional at all times when dealing with the Subscribers.

2.2 GENERAL REQUIREMENTS

The Contractor must be capable of providing the following services:

2.2.1. Secure subscription and registration services.

2.2.2 Internet search and reporting of sites that contain the personal information of the Subscribers.

2.2.3 When a Subscriber’s personal information is discovered, provide opt-out services to request the removal of personal information.

2.2.4 Reporting services for personal information found and opt-out services performed.

2.2.5 Support services to assist the Subscribers.

END OF SECTION TWO

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract for Web Protection Services for the Personal Information of Justices and Judges of the Judiciary, State of Hawai'i, as specified herein shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

3.2 JUDICIARY CONTRACT LEAD

For the purposes of this Contract, James Crowe, Special Assistant for Judiciary Security, is designated Judiciary Contract Lead (JCL).

3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the period commencing on August 21, 2015 to June 30, 2016.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for an additional three (3) years without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration.

The Judiciary may terminate the contract at any time upon sixty (60) days prior written notice.

3.4 OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

3.4.1. Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

3.4.2. Quotation. Prices offered shall be based on delivery of products and services to Judiciary and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail. Further clarification is provided in SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION.

3.4.3. Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for

Proposal.

- 3.4.4. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4.5% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.5 Contract Team. Offeror may subcontract portions of this project. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives in section 4.3. Offeror shall be the Primary Contractor and be liable for all work performed under this project
- 3.4.6 Wage Certification. Offeror shall complete and submit the attached Wage Certificate in the Offer Form Packet, Section 5.3, by which the offerors certify that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work.

Skill Level: Public Employee Wage Rates: Present:

3.5 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following address:

The Judiciary, State of Hawai`i
Financial Services Division
Attn: Jonathan Wong
1111 Alakea Street, 6th floor
Honolulu, HI 96813

Fax: (808) 538-5802, or [email:jonathan.h.wong@courts.hawaii.gov](mailto:jonathan.h.wong@courts.hawaii.gov)

Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

3.6 SUBMISSION OF OFFERS

Offerors shall submit three (3) copies (1 original, 2 copies) of their sealed Offer and Proposal form/packet (accompanying brochures may be in hard copy or in PDF format on CD). Offers must be submitted no later than the date and time indicated in the Significant Dates section of this RFP to:

The Judiciary, State of Hawai'i
Financial Services Division
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Jonathan Wong

Email: jonathan.h.wong@courts.hawaii.gov
Fax: 808-538-5802

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

3.6.1 Offers via electronic submittal. As an option to submitting hard copies of your entire offer packet, offers may be submitted via email or on CD in Adobe's pdf format all no later than the date and time indicated in the Significant Dates section of this RFP. CDs shall be mailed to address above. Email shall be sent to Purchasing Specialist Jonathan.H.Wong@courts.hawaii.gov.

3.6.3 Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.7 OFFEROR QUALIFICATION

3.7.1 Experience: Offeror and subcontractors shall have a minimum of three (3) years experience with providing web protection services for organizations.

3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of at least three (3) companies, for which the Offeror has provided services specified in this RFP. All references must have been serviced within the past three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. The Judiciary reserves the right to reject the offer submitted by any Offeror who has not performed the services as specified in this RFP and not performed services that are similar in nature to services

required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory. For evaluation purposes, this Offerors who have not performed the services specified in this RFP, not performed similar services, or who have a past record of unsatisfactory performance shall be deemed non-responsible. (See References section in OFFER FORM for further details.)

3.8 AWARD

- 3.8.1 Method of Award. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria.
- 3.8.2 HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary. The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract. The tax clearance certificate may be obtained from the following site: <http://www.state.hi.us/tax/2006/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.
- 3.8.3 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

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

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

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

- 3.8.4 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

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

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

- 3.8.5 Hawai`i Compliance Express. Alternatively, prior to Award, the Contractor can register at the Hawai`i Compliance Express (HCE) where proof of compliance with the requirements of Chapter 103D-310(c), HRS can be obtained. HCE allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. A single "Certificate of Vendor Compliance" from HCE eliminates the need to obtain individual copies of required clearances with the Internal Revenue Service, State of Hawaii Department of Labor, State of Hawaii Department of Commerce and Consumer Affairs, and State of Hawaii Department of Taxation offices. The certificate provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).
- 3.8.6 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.
- 3.8.7 Final Payment Requirements. An HCE certificate will be required for final payment.
- 3.8.8 Liability Insurance. The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved, the insurance policy or policies shall name the subcontractor as additional insured.
As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance that meets the requirements herein. It is understood that a subcontractor's insurance

policy or policies are in addition to the Contractor's own policy or policies. The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

3.9 INSURANCE

The Contractor shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

A. Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

B. Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.

C. Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

D. Professional Liability Insurance (Errors and Omission) in the minimum amount of \$1,000,000 per claim.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

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

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

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

1. "This insurance shall not be canceled until after thirty (30) days written notice has been given to The Judiciary, State of Hawai'i, Financial Services Administrator, 1111 Alakea Street, Sixth Floor, Kauhaleaouli

Hale, Honolulu, Hawai`i 96813."

2. "The Judiciary is added as an additional insured (for general liability and automobile) as respects to operations performed for The Judiciary, State of Hawai`i."
3. "It is agreed that any insurance maintained by The Judiciary, State of Hawai`i will apply in excess of, and not contribute with, insurance provided by this policy."

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

Prior to execution of the contract, the Contractor agrees to deposit with The Judiciary, State of Hawai`i certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the Judiciary during the entire term of this contract and its extensions, if any, including those of its subcontractor(s), where appropriate.

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

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If any insurance policy required by this contract is limited in scope of coverage or non-renewed, the Contractor shall provide thirty (30) days written notice to the "State of Hawai`i Judiciary, Financial Service Administrator, 1111 Alakea Street, Kauikeaouli Hale, Sixth Floor, Honolulu, Hawai`i 96813."

3.10 CONTRACT EXECUTION AND EXTENSION

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

3.10.2 Extension: If option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be re-solicited. All contract extensions are subject to the availability of funds.

3.11 PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

3.12 PRICING INFORMATION AND ADJUSTMENTS

3.12.1 No price increase will be allowed during the initial duration of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

3.12.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

3.13 INVOICING

Contractor shall submit an original and three copies of their invoice to the appropriate Fiscal Office indicated in the Agreement and certify that services have been rendered in accordance with the provisions of the Agreement and this RFP.

3.14 PAYMENT

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

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

3.15 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Performs the work or services negligently.
3. Discontinues the prosecution of the work or services.
4. Otherwise breaches any term of the contract.
5. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
6. Makes an assignment for the benefit of creditors.
7. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

3.16 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.17 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the JCL with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

3.18 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION THREE

SECTION FOUR - EVALUATION CRITERIA AND PROPOSAL CONTENTS

4.1 EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria in this section.

Each category will be assigned points. The total number of points used to score this proposal is 400 points. The five categories are:

- I. Prior Experience and References 100 pts
- II. Methodology 100 pts
- III. Effectiveness of Methodology 100 pts
- IV. Pricing Quote 50 pts
- V. Additional Services 50 pts

The Offeror shall complete the tables provided below using the Excel spreadsheet provided in this RFP.

4.2 I. PRIOR EXPERIENCE AND REFERENCES - 100 POINTS

- A. Describe in detail your company’s prior projects in providing web protection services, especially services that search for selected information on the internet and removes such information. At minimum for each project, provide: name of customer; description of services; duration and approximate value of the project. Additional detail, in separate written format, can be provided to expand on the projects listed. List projects worked on by the Offeror only; not sub-contractors.

Customer Name	Description	Duration	Value	Reference name

- B. For each project listed, provide a reference(s) and contact information who can confirm your company’s role in the project and your company’s ability to deliver the services in a satisfactory manner.

Reference Name	Role	Company/ Agency	Contact Tel Number	Contact Email address

4.3 II. METHODOLOGY - 100 POINTS

- A. Describe in detail the methodology that your company will use to deliver the services described in Section 2.2.
- B. Describe in detail the subscription and registration services.
- C. Describe in detail the types of internet sites that are searched, including social media and other non-directory/white or yellow pages sites that may

contain personal information.

- D. Describe in detail the opt-out services provided to remove personal information from internet sites.
- E. Provide in detail the reporting services indicating personal information found, requests for opt-out sent, and successful removal.
- F. Describe in detail how the services will be initially rolled out for the Subscribers.
- G. Describe in detail how your company will support the Subscribers, either through live phone help, online help, chat, etc.

4.4 III. EFFECTIVENESS OF METHODOLOGY – 100 POINTS

Provide the general rate of effectiveness of your company's methodology in protecting selected information from being accessible on the internet. If your company uses different types of methodologies, state the effective rate for each methodology.

4.5 IV. PRICING QUOTE - 50 POINTS

State the price that will be charged per each Subscriber for the standard services specified in Section 2.2 of this RFP during a one year period. All prices shall include all applicable costs and taxes including the Hawai'i General Excise Tax, if applicable. The Offeror with the lowest price will be awarded 50 points. Other offerors will be awarded a proportionate number of points based on their cost.

4.6 V. ADDITIONAL SERVICES – 50 POINTS

Provide a description of any other web protection services provided by your company, including the benefits and costs of those services.

END OF SECTION FOUR

SECTION FIVE - OFFER FORM

**REQUEST FOR PROPOSALS NO. J16042
TO PROVIDE WEB PROTECTION SERVICES FOR THE PERSONAL INFORMATION OF
THE JUSTICES AND JUDGES OF THE JUDICIARY, STATE OF HAWAI‘I,**

Offeror: _____

Honolulu, Hawai‘i

_____, 2015

Financial Services Administrator
The Judiciary, State of Hawai‘i
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawai‘i 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to Competitive sealed proposals **TO PROVIDE WEB PROTECTION SERVICES FOR THE PERSONAL INFORMATION OF THE JUSTICES AND JUDGES OF THE JUDICIARY, STATE OF HAWAI‘I.**

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

- A **Hawai‘i Business** incorporated or organized under the State of Hawai‘i; **OR**
- A **Compliant Non-Hawai‘i business** not incorporated or organized under the laws of the State of Hawai‘i, but registered at the State of Hawai‘i Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai‘i and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other

Federal I.D. No. _____

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

Business address:

City, State, Zip Code

Payment address:

City, State, Zip Code

Respectfully submitted,

Date:

(x) _____

Phone No.: _____

Authorized (Original) Signature

Fax No.: _____

Name and Title (Please Type or Print)

Email Address:

* _____
Exact Legal Name of Company (Offeror)

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

5.1 WRITTEN PROPOSAL

In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - EVALUATION CRITERIA, provide the requested information and written proposal as to how you will meet the requirements and the Specifications of the contract for web protection services for the personal information of the justices and judges of the Hawai'i State Judiciary.

The Offeror shall complete the tables provided in section 4 using the Excel spreadsheets provided.

(Note: Please refer to Section 3.4.1 of the Procedural Requirements attachment regarding confidential data.)

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS LISTED IN SECTION FOUR MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

5.2 CONTRACT TEAM

The Offeror certifies that the staff and subcontractors listed in section 4.3 is a complete list of all members of the Contract Team who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those listed shall be allowed to perform work on this project.

5.3 PRICE QUOTE

The Offeror shall include all applicable costs and taxes including the Hawai'i General Excise Tax, if applicable in their price quote for section 4.4.

5.5 - WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J16042

Project Description: TO PROVIDE WEB PROTECTION SERVICES FOR THE PERSONAL INFORMATION OF THE JUSTICES AND JUDGES OF THE JUDICIARY, STATE OF HAWAI'I

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.
2. 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.

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 wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SECTION SIX - ATTACHMENTS

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

EXCEL SPREADSHEETS FOR SECTION FOUR PROPOSAL TABLES