STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of July 1, 2013, between Department of Public Safety,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its Director,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814 and Simmi McClellan, dba SIMS Hawaii Enterprises ("CONTRACTOR"), a Sole Proprietorship
(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 federal and state taxpayer identification numbers are as follows: PO Box 10132, Honolulu, HI 96816-0132; [redacted]

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to HRS, Chapter 353C-2, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

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

(1) Act 134, SLH 2013
(Identify state sources)
or (2) \\\
(Identify federal sources)
or both, in the following amounts: State $ 73,296.00
Federal $ \\\

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

1. Scope of Services. 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 Invitation for Bids number PSD 13-HPA-39 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

Seventy-three Thousand, Two Hundred Ninety-six and No/100 DOLLARS ($ 73,296.00), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☑ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of \\ DOLLARS ($ \\\\\\\\\\\\\\\\\\\\\\\\\\).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. 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) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Not applicable DOLLARS ($ N/A) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. 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 Contract by their signatures, on the dates below, to be effective as of the date first above written.

[redacted]

(Signature)

Ted Sakai

(Print Name)

Director

(Print Title)

6/23/14

(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

Simmi McClellan, dba SIMS Hawaii Enterprises

[redacted]

SIMMI MCCLELLAN

(Print Name)

OWNER *

(Print Title)

6/19/14

(Date)

[redacted]

Deputy Attorney General

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Hawaii)
) SS.
City & COUNTY OF Honolulu)

On this 19th day of June, 2014 before me appeared Simmi McClellan and cc/NP, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that ~~he/she/they~~ is/~~are~~ cc/NP Simmi McClellan ~~and~~ cc/NP of Simmi McClellan, dba SIMS Hawaii Enterprises, the CONTRACTOR named in the foregoing instrument, and that ~~he/she/they~~ is/~~are~~ authorized to sign said cc/NP. instrument on behalf of the CONTRACTOR, and acknowledges that ~~he/she/they~~ executed said cc/NP instrument as the free act and deed of the CONTRACTOR.

CINDY CHINA NOTARY PUBLIC Comm. No. 05-634 STATE OF HAWAII

(Notary Stamp or Seal)

[redacted]

Cindy China
(Print Name)

Notary Public, State of Hawaii

My commission expires:

Cindy China
My commission expires: 3/10/2017

Doc. Date: 6/17/14 # Pages: 45

Notary Name: Cindy China 1st Circuit

Doc. Description: STATE OF HAWAII CONTRACT FOR GOODS AND SERVICES BASED UPON COMPETITIVE SEALED BIDS

[redacted] 6/19/14

Notary Signature Date

NOTARY CERTIFICATION

(Notary Stamp or Seal)

CINDY CHINA NOTARY PUBLIC Comm. No. 05-634 STATE OF HAWAII

STATE OF HAWAII

CONTRACTOR'S 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; 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. (Section 84-3, HRS).

On behalf of Simmi McClellan, dba SIMS Hawaii Enterprises, 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. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, 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, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, 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.

*Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTR[redacted]

By [redacted]

(Signature)

Print Name SIMMI MCCLELLAN

Print Title OWNER

Name of Contractor Simmi McClellan, dba SIMS Hawaii Enterprises

Date 6/19/14

Attachment - S1

STATE OF HAWAII

SCOPE OF SERVICES

The CONTRACTOR shall provide document imaging and document management services for the Hawaii Paroling Authority, in accordance with the attached Request for Quotes (RFQ) Solicitation No. Q2013001274, DOC#D2013001871, PSD No. 13-HPA-39 specifications, and the General Conditions Form AG-008 Rev. (10/17/2013).

**********END OF SECTION**********
(Scope of Services)
(PSD 13-HPA-39)

Attachment – S2

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

COMPENSATION:

For the furnishing of document imaging and document management services for the Hawaii Paroling Authority (HPA), the Contractor shall be compensated an amount not to exceed SEVENTY-THREE THOUSAND, TWO-HUNDRED NINETY-SIX AND 00/100 dollars ($73,296.00).

	UNIT RATE	NUMBER OF UNITS	TOTAL COST
1. Records Management Services	$183.24/box	400	$73,296.00

The pricing shall be the all-inclusive cost to HPA, including all applicable taxes and fees, and no other costs will be honored.

INVOICING:

Monthly invoices shall be submitted in original and two (2) copies to the following address:

Department of Public Safety
Hawaii Paroling Authority
1177 Alakea Street, 1st Floor
Honolulu, Hawaii 96813

All invoices shall reference the contract number.

PAYMENT

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

The State shall 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.

Final Payment Requirements. If the Contractor is currently registered in HCE, the Contractor is required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract. Otherwise, valid hard copies of the tax clearance certificate (not more than two months old), and SPO Form-22 Certificate of Compliance for Final Payment are acceptable.

**********END OF SECTION**********
(COMPENSATION AND PAYMENT SCHEDULE)
(PSD 13-HPA-39)

Attachment – S3

STATE OF HAWAII

TIME OF PERFORMANCE

The Contractor shall provide the required services herein commencing on July 1, 2013, up to and including June 30, 2014, unless this contract is terminated sooner.

**********END OF SECTION**********
(Time of Performance)
(PSD 13-HPA-39)

Attachment – S4

STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt [redacted] waii Revised Statutes (HRS).

(Signature)

6/23/14
(Date)

Ted Sakai
(Print Name)

Director
(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

(1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and
76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

Attachment – S5

STATE OF HAWAII

SPECIAL CONDITIONS

Facsimile or electronic copy: This Contract may be executed and transmitted by facsimile or other electronic means. Facsimile or electronic signatures shall be acceptable and effective to the same extent as original signatures, and shall be deemed the original of the Contract.

**********END OFSECTION**********
(Special Conditions)
(PSD 13-HPA-39)

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "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 goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, 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 Contract; 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 Contract. 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 Contract, 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 Contract. 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 Contract, 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 Contract, 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 Contract.

   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, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. 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 103D-328, 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.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

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 Contract, 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 Contract, 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 Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract 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, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, 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 Contract 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 contract 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 Contract but waives all rights under this Contract 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 Contract 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 Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract 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 contracts with more than one purchasing agency of the State, the assignment contracts 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 therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

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 Contract, 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 Contract 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 remains 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 Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, 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 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract 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 Contract. 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. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract 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 Contract.

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 contract price, or both, and the Contract 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 Contract; 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 Contract.

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 Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, 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 Contract or such part of the Contract 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 Contract 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 Contract 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 Contract. 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 3-126, HAR. 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 Contract 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 Contract. 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 Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. 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 paragraph 14.

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 Contract.

14. Termination for Convenience.

a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract 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 Contract 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 subject to the STATE'S approval. 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 Contract.

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 Contract 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 chapter 3-122, HAR, 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 Contract 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 Contract 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 Contract;

(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 Contract 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 Contract 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 allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract 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 manufacturing materials under subparagraph 14d(2), and the contract price of 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 Contract 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 Contract 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 that 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 the 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 Contract.

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 Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, 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 HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island 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 Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

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 disbursed to subcontractors within ten (10) 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 (10) 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 Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract 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. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, 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 Contract shall be permitted.

c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

(A) Changes in the work within the scope of the Contract; and

(B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.

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 Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.

f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least $25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.

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 Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

i. Sole source contracts. Amendments to sole source contracts 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 contract 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 Contract 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 Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract 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. Time period for claim. Within ten (10) 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 respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.

c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.

d. 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 Contract or for breach of contract.

21. Price Adjustment.

a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract 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 Contract 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 Contract 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, HAR.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. 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 Contract, 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 Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, 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 Contract 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 Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, 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 Contract 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 Contract.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of 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 HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, 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 Contract 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 Contract, 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 Contract. 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 Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract 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 procurement 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 Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts 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.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

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 Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract 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 Contract.

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 Contract became effective shall control and are hereby incorporated by reference.

37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract 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 Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. 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 Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

(1) Social security number;

(2) Driver's license number or Hawaii identification card number; or

(3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

(1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.

(2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

(3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

(4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

(5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.

(6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

(1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

(2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

(1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

(2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Bill To:
Department of Public Safety
Hawaii Paroling Authority
1177 Alakea Street, 1st Floor
Honolulu, HI 96813

Department of Public Safety

Notice of Award for Definite Quantity Contract
DO2013000926

Notice of Award for Definite Quantity Contract

DOCUMENT IMAGING AND DOCUMENT MANAGEMENT SERVICES FOR THE HAWAII PAROLING AUTHORITY

DELIVER TO:
Department of Public Safety
Hawaii Paroling Authority
1177 Alakea Street, 1st Floor
Honolulu, HI 96813
donna.cazinha@hawaii.gov

Quoted By: Simmi McClellan
Date: Mon Jun 24, 2013
F.O.B.: Destination
Terms:

VENDOR:
SIMS HAWAII ENTERPRISES
P.O. Box 10132
Honolulu, HI 96816-0132
Attn: Owner
Vendor Nbr: 13-HPA-39
Emailed To: [redacted]
Phone: [redacted]
Fax:
eCommerce ID: P00000098198

Start of Service Date: Mon Jul 01, 2013
End of Service Date: Mon Jun 30, 2014

Solicitation#: Q2013001274
DOC#: D2013001871

Contact: MARC YAMAMOTO 808-587-1215
Buyer: MARC YAMAMOTO 808-587-1215

Item No	Description	Quantity UOM	Unit Price	Extension
001 Files	MANAGEMENT SERVICES Records Management Services (Including Document Management Services which also includes Technology Integration) (958-82) (nt)	400 BOX	$183.24	$73,296.00
	Subtotal:			$73,296.00

	Total:		$73,296.00
Transaction Fee	SicommNet will bill, via separate invoice, the 0.85% (0.0085) Transaction Fee, capped at $5000, applicable to this award in accordance with the Solicitation Instructions and Terms and Conditions, and the SicommNet SOSA referenced in the solicitation. Payment should be made to Sicommnet, Inc., and is due within 30 days from receipt of invoice..	623.02	
General Comments:			

Instructions:
Freight / Handling Included in Price
1:
AWARD NOTICE: Unless otherwise stated, this document is an award notification only. The actual contract document or purchase order will be sent under separate cover. Contractor should not proceed with the ordering or delivering of goods or commence any portion of the services contracted until an agency issued contract, purchase order, and/or notice to proceed is received. DO NOT DUPLICATE DELIVERY OF ORDER.

Signed By: MARC YAMAMOTO

Print Document and Execute Action Back to All Awards

marc.s.yamamoto@hawaii.gov

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- po001Display Machine: prodappv2a IP: 132.160.194.11 - Thu, 11 Jul 2013
Agency ID: A00000000025 Dept ID: DPS User ID: hipsdmyamamo

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

MAY 21, 2013

REQUEST FOR QUOTES (RFQ)
No. PSD 13-HPA-39
FOR

DOCUMENT IMAGING AND DOCUMENT MANAGEMENT SERVICES FOR THE HAWAII PAROLING AUTHORITY (THE DEPARTMENT OF PUBLIC SAFETY)

DUE DATE: MAY 31, 2013

TO : All interested parties.

SUBJECT: RFQ to provide document imaging services and document management software to manage the scanned images for Hawaii Paroling Authority

SECTION 1: INTRODUCTION

Hawaii Paroling Authority invites all qualified document imaging companies to submit to Hawaii Paroling Authority a proposal in accordance with the requirements described in the RFQ.

SECTION 2 : PROJECT DESCRIPTION

Hawaii Paroling Authority requests the services of a qualified document imaging company to scan the parole archived files from 1993. In addition, The Agency requires an appropriate document management software to manage the scanned files. The current files are kept onsite for three years and then moved to State Archives. The files are moved to Archives on an annual basis. The Agency would like to convert all Physical archived files to electronic on an annual budget basis.

The priority of imaging is the oldest records (1993 to 1999) in storage. There are 390 boxes between the years of 1993 to 1999. The imaging will be done based on budget availability. The winning contractor may be required to image anywhere from 10 boxes to 400 boxes based on the Agency budget.

The boxes will be picked up by the contractor and transported to their facility for scanning and conversion. Upon completion of scanning, all boxed files will be either securely destroyed or returned in it's original folders/boxes to Hawaii Paroling Authority. The bid price should reflect either shredding or return of the files.

The document management software will be installed on one central station with access to multiple users with their unique user id and password. The scanned images should be accessible via the document management software based on persons name, number and document type. The document management software will also provide for security of files and maintain and audit log of viewed files. The contractor must provide 100% satisfaction guarantee return policy. Will give Hawaii Paroling Authority 90 days no questions asked return option from the date of the installation.

The scanned files also to be available via Windows based file folder structure.

SECTION 3: TIMELINE

Following are key dates for this RFQ. Hawaii Paroling Authority reserves the right to make modifications. Changes to the schedule will be posted via HEPS.

- Issue RFQ ..... May 21, 2013
- Vendor questions due ..... May 23, 2013
- Responses to Vendor questions posted ..... May 27, 2013
- Proposals due ..... May 31, 2013
- Award date ..... June 10, 2013

SECTION 4 : CONTRACT PERIOD/TERMS

This award covers a one (1) year period, commencing on the date of the award. The Agency has the right to extend this contract in one year segments for an unlimited time period to cover annual maintenance and servicing. The contractor will be notified of renewals 30 days prior to expiration of the existing contract period of one (1) year.

SECTION 5 : SPECIFICATIONS

Hawaii Paroling Authority will require consultant services which include, but are not necessarily limited to the specification requirements listed below. All bidders must provide bids for all the requirements as a whole. There will be no subcontracting.

Failure to mark either a YES or NO will result in the statement answer being considered as a NO and will disqualify the respondent from further consideration. It's the respondent's sole responsibility to submit in their proposals as it relates to each requirement. No additional features or requirements will be accepted.

5.1 SCANNING AND IMAGING REQUIREMENT (ADDITIONAL EXPLANATION ATTACHED)

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
I. Retrieve and transport records identified by The Agency to the Contractor's facility and convert the records to PDF format to be able to viewed and managed by the document management software.	YES		
II. Retrieve Boxes from Hawaii Paroling Authority. The contractor shall be responsible and accountable for the security of the boxes being picked up at all times.	YES		
III. Maintain strict inventory control from the time of pick up to the time of delivery. Provide receipt to Agency of all the records.	YES		

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
IV. Document preparation to include separation of documents from the file folders. The documents are stapled/paper clipped and in two prongs. Removal of staples, paperclips, sticky notes as needed. Taping of small sheets and other tasks as needed to ensure that the documents are legible when scanned.	YES		
V. The electronic image to look as close to the original image as possible with color documents to be in color, black and white documents in black and white and mixed color and black as in the original.	YES		
VI. Document size is varied from postcard size to 11" x 17" and some odd sizes. The size of the scanned image to reflect the original image.	YES		
VII. The documents are mixed single and double-sided.	YES		
VIII. The documents must be scanned at a minimum of 300dpi and viewable in PDF format.	YES		
IX. The documents needs to be indexed based on categories below: ❖ Persons Name (Last Name, First Name) ❖ Persons SID Number ❖ Master File (By Document Type) ➢ Correctional Facility Reports ➢ Correspondence ➢ Field Service Reports ➢ HPA Documents ➢ Mittimus, Judgment and PSI ❖ Working File (By Document Type) ➢ Chronological Entries ➢ Parole Supervision Documents	YES		
X. The electronic PDF available to be viewed via the document	YES		

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
	management software searchable by the naming scheme described in number (IX.)	YES		
XI.	The electronic PDF available to be viewed in a windows based folder structure to follow the naming scheme as described above in number (IX.)	YES		
XII.	The electronic documents to be searchable by any of the indexes described above in number (IX.)	YES		
XIII.	The original files to be either confidentially shredded with a certificate of destruction or returned to Hawaii Paroling Authority based on directions by The Agency on a box by box basis. The price to include either shredding or return of documents.	YES		
XIV.	The returned files to be placed back in the folder in the same order after scanning.	YES		
XV.	The documents to be shredded after a 30 Day approval process. At that time the contractor shall provide the certificate of destruction.	YES		

5.2 DOCUMENT MANAGEMENT SOFTWARE REQUIREMENTS

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
I.	Software to manage the scanned documents. (clerical)	YES		
II.	Software must be "open architecture."(able to transfer to another software)	YES		
III.	Successful contractor must offer a total satisfaction, 100% guarantee return policy. With a 90 day no question asked return option from the date of the installation.	YES		
IV.	Software should be Easy and Simple to use and should require	YES		

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
	minimal training.			
V.	Easy to use customizable folder structure.	YES		
VI.	A file cabinets, folders and files based management system easy to use with the click of a button.	YES		
VII.	Customizable and unlimited number of file and folder index field for easy keyword searching.	YES		
VIII.	Full text Optical Character Recognition searching features.	YES		
IX.	Search by exact match, wildcard, greater than and less than, date ranges, date modified and created, file notes, category of files.	YES		
X.	Build progressive multi-level searches by filtering the original search result list.	YES		
XI.	Search for files within the software from the interface of external application link.	YES		
XII.	Scan and import documents into the software.	YES		
XIII.	Upload scanned files in batches that are being scanned by the contractor.	YES		
XIV.	On screen interfacing with Multifunctional Product	YES		
XV.	Be able to import Microsoft Office files and view in native format.	YES		
XVI.	Email Management.	YES		
XVII.	Send files from Microsoft Office in native formats to the software for easy management and retrieval.	YES		
VIII.	Print files from any application into the software file cabinet as a PDF file.	YES		
XIX.	All files stored in a secure centralized location for easy access and file sharing on a network.	YES		
XX.	Multiple users are able to retrieve and view files simultaneously.	YES		
XXI.	Secure files and folders viewing	YES		

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
	and usage based on user authorization.			
XII.	Save files and print with authorized user privileges.	YES		
XIII.	All activities performed within the software to be recorded in a searchable and printable audit log for file auditing, user auditing and program auditing.	YES		
XIV.	Manage user and group access to file cabinets, folders and files within the software.	YES		
XV.	File encryption available to prevent unintended access and use of files.	YES		
XVI.	Documents may be manipulated based on user privileges.	YES		
XVII.	The documents can be printed, exported, emailed from the software.	YES		
VIII.	Documents can be annotated and marked up from within the software.	YES		
XIX.	Manipulated documents to be able to be saved as different version.	YES		
XX.	Able to apply bates label to the files.	YES		
XXI.	The search criteria to be able to search based on the different versions.	YES		
XII.	The annotation features to include adding texts, editing texts, highlighting, call out boxes, stamping.	YES		
XIII.	Be able to rotate, extract, merge and split documents.	YES		

5.3 TRAINING MAINTENANCE AND SUPPORT

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
I.	Files to be available back at the Hawaii Paroling Authority within 4 hours of the request when requested.	YES		

II.	24/7 availability of live person.	YES		
III.	Respond to agency needs within 2 hours.	YES		
IV.	The contractor must provide onsite training and onsite help when needed on an ongoing basis.	YES		
V.	Maintain and provide training for the software.	YES		
VI.	Provide technical support.	YES		

5.4 QUALIFICATION OF STAFF

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
I.	Hawaii Paroling Authority requires that all employees of the awardee needed to fulfill the contract must be HIPAA (The Health Insurance Portability and Accountability Act) certified.	YES		
II.	All employees of the awardee needed to fulfill the contract must have a criminal background check with no criminal history or conviction of any felony or any crime related to theft, gambling or involving moral turpitude. Please list full legal names and titles of each employee in the explanation section. The agency has the right to refuse services of any bidder based on the employee's technical competence or criminal background.	YES		1) Simmi McClellan (Owner) 2) Katrina Marume (Senior Mgr. Production) 3) Tara Lynn T. Kamiya (Data Specialist) Etc.xx 4) Raquelle A. Pendleton (Data Specialist) 5) Shanel L.T. Arakawa (Data Specialist) 6) Karie Marume (Records Specialist) 7) Fred Llamas (Records Specialist) 8) Kyong H. O (Document Specialist)
III.	Hawaii Paroling Authority may further conduct it's own criminal background checks on all employees of the awardee needed to fulfill the contract.	YES		
IV.	The responding bidder (vendor/company) must specialize exclusively in providing document management services. Please explain other services that your company provides if any other.	YES		

SECTION 6 : PRICING

Please answer all sections. Please indicate $0.00 if no charge.
*Pricing shall be the all-inclusive cost to HPA, including all applicable taxes and fees.

SERVICES/PRODUCT	PRICE *	EXPLANATION IF NEEDED
I. Scanning / Imaging Cost (Please specify per page or per box. The box size is : 15" x 12" x 10").	$183.24 / Box (average 3,200/ Box)	
II. Shredding Cost per box.	INCLUDED	
III. Document Management Software Cost (Please specify how many user licenses are included in the explanation section)	INCLUDED (Unlimited users one same terminal)	
IV. Additional user charges	$103.66	
V. Installation charges	INCLUDED	
VI. Maintenance charges	INCLUDED FOR 1ST YEAR	+ $261.78 FOR 2ND YEAR)
VII. Training charges	INCLUDED	
VIII. Ongoing user support	INCLUDED	
IX. Ongoing technical support	INCLUDED	

SECTION 7 : SUBMITTAL REQUIREMENTS

In order to facilitate the analysis of responses to the RFQ, vendors are required to prepare their proposals in accordance with the instructions outlined in this RFQ. Vendors who deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Hawaii Paroling Authority. Submittals must answer all questions in the required specification.

- **Attach a filled out proposal in a PDF format via HEPS**
- **Attach supporting brochures via HEPS**

Submittals will not be accepted via fax or e-mail.

SECTION 8 : SELECTION CRITERIA

It is imperative that respondents respond to all sections. Their quote must meet all the requirements. Evaluation will be done on price and desirable specifications. Respondents must be compliant with the State of Hawaii requirements at the time of bid submittal to be considered.

SECTION 9 : AGENCY RIGHTS

This RFQ does not commit Hawaii Paroling Authority to select a contractor or enter into a contract with any bidder. The agency reserves the right to: (a) retract or withdraw this RFQ prior to executing the contract with the awardee; (b) utilize any ideas from the submittals. All information in the submittal becomes property of Hawaii Paroling Authority. All costs incurred in preparing this RFQ is the sole responsibility of the respondent. The Agency reserves the right to accept or reject, in part or in full, any or all of the offers, without assigning any reason.

SECTION 10 : INQUIRIES

All questions regarding this RFQ should be submitted through HePS in the questions and answers area. Please submit any questions on or before May 23, 2013. Telephone inquiries will not be accepted. Hawaii Paroling Authority will post responses to all questions received via HEPS. The identity of the vendor asking the question will not be posted. No inquiries will be accepted after the deadline. Except as provided here, respondents may not ask any questions of the Hawaii Paroling Authority personnel. The Agency reserves the right to disclose the response to questions or clarifications to other vendors. Also reserves the right to issue addenda or amendments to this RFQ.

REQUEST FOR QUOTE (RFQ)
FOR
DOCUMENT IMAGING AND DOCUMENT MANAGEMENT
FOR THE
HAWAII PAROLING AUTHORITY

DATED: 6/5/13

The undersigned hereby proposes to contract under the terms and conditions indicated in this proposal for Document Imaging and Document Management Software from the Hawaii Paroling Authority dated 5/21/13

Attached hereto and made a part of this proposal are all the information required by or requested in the contract documents.

(This signature sheet must be attached as part of the response)

Authorized Signature [redacted]	Date 6/5/13
Printed Name Simmi McClellan	Title Owner
Company Name SIMS Hawaii Enterprieses	
Mailing Address P.O. Box 10132	
City, Zip Honolulu, HI 96816-0132	
Phone # [redacted]	
Fax #	
Circle one: - Individual -- Partnership -- Corporation	
FEIN: [redacted] HIGET:	

SIMS Hawaii
Scanning and Information Management Services

(ADDITIONAL EXPLANATION OF SIMS HAWAII SERVICES) RFQ- No. PSD 13-HPA-39

5.1 SCANNING AND IMAGING REQUIREMENT

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
I. Retrieve and transport records identified by The Agency to the Contractor's facility and convert the records to PDF format to be able to viewed and managed by the document management software.	Yes, SIMS Hawaii uses strict methods of accountability and transportation of all files in our custody.		
II. Retrieve Boxes from Hawaii Paroling Authority. The contractor shall be responsible and accountable for the security of the boxes being picked up at all times.	Yes, Strict security and privacy guidelines are used to manage all files.		
III. Maintain strict inventory control from the time of pick up to the time of delivery. Provide receipt to Agency of all the records.	Yes, we utilize superior technology to manage all the inventory in our control from the time of pick up till the time of delivery,		
IV. Document preparation to include separation of documents from the file folders. The documents are stapled/paper clipped and in two prongs. Removal of staples, paperclips, sticky notes as needed. Taping of small sheets and other tasks as needed to ensure that the documents are legible when scanned.	Yes, Document preparation is done painstakingly to assure 100% guarantee for all the information being scanned.		
V. The electronic image to look as close to the original image as possible with color documents to be in color, black and white documents in black and white and mixed color and black as in the original.	Yes, we utilize state of the art technology to assure that the output is like the original that was imaged.		
VI. Document size is varied from postcard size to 11" x 17" and some odd sizes. The size of the scanned image to reflect the original image.	Yes, all paper sizes will be outputted in the same size as the original.		

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
VII. The documents are mixed single and double-sided.	Yes, can handle mixed originals.		
VIII. The documents must be scanned at a minimum of 300dpi and viewable in PDF format.	Yes		
IX. The documents needs to be indexed based on categories below: ❖ Persons Name (Last Name, First Name) ❖ Persons Number ❖ Master File (By Document Type) ➢ Correctional Facility Reports ➢ Correspondence ➢ Field Service Reports ➢ HPA Documents ➢ Mittimus, Judgment and PSI ❖ Working File (By Document Type) ➢ Chronological Entries ➢ Parole Supervision Documents	Yes SIMS Hawaii will follow the indexing scheme as mentioned and separate and name them by the document level as requested.		
X. The electronic PDF available to be viewed via the document management software searchable by the naming scheme described in number (IX.)	Yes, the document management software will be able to search for the indexes assigned in (IX).		
XI. The electronic PDF available to be viewed in a windows based folder structure to follow the naming scheme as described above in number (IX.)	Yes		
XII. The electronic documents to be searchable by any of the indexes described above in number (IX.)	Yes		
XIII. The original files to be either confidentially shredded with a certificate of destruction or returned to Hawaii Paroling Authority based on directions by The Agency on a box by box basis. The price to include either shredding or return of documents.	Yes will comply with either confidentially shredding and or return of the files.		
XIV. The returned files to be placed back in the folder in the same order before scanning.	Yes if the files are to be returned, it will be placed back in the same order		

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
XV. The documents to be shredded after a 30 Day approval process. At that time the contractor shall provide the certificate of destruction.	Yes. A certification of destruction will be provided upon destruction.		

5.2 DOCUMENT MANAGEMENT SOFTWARE REQUIREMENTS

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
I. Software to manage the scanned documents. (clerical)	Yes, Brochure attached		
II. Software must be "open architecture."(able to transfer to another software)	Yes, can generate text files to be able to integrated with other software.		
III. Successful contractor must offer a total satisfaction, 100% guarantee return policy. With a 90 day no question asked return option from the date of the installation.	Yes, total satisfaction is guaranteed and if not a full refund will be generated.		
IV. Software should be Easy and Simple to use and should require minimal training.	Yes. It will mimic the current windows environment which will make easier for all users.		
V. Easy to use customizable folder structure.	Yes. It will mimic the current windows environment which will make easier for all users.		
VI. A file cabinets, folders and files based management system easy to use with the click of a button.	Yes. It will mimic the current windows environment which will make easier for all users.		
VII. Customizable and unlimited number of file and folder index field for easy keyword searching.	Yes. And will provide keyword searching and wild card searching features		
VIII. Full text Optical Character Recognition searching features.	Yes. Full text search features to allow for further retrieval of files very powerful.		
IX. Search by exact match, wildcard, greater than and less than, date ranges, date modified and created, file notes, category of files.	Yes.		
X. Build progressive multi-level searches by filtering the original search result list.	Yes.		
XI. Search for files within the software	Yes.		

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
	from the interface of external application link.			
XII.	Scan and import documents into the software.	Yes. Allows authorized users to easily add files to the existing scanned documents.		
XIII.	Upload scanned files in batches that are being scanned by the contractor.	Yes. Automatic upload is available.		
XIV.	On screen interfacing with Multifunctional Product.	Yes, will scan directly from your current office machines into the software.		
XV.	Be able to import Microsoft Office files and view in native format.	Yes. Works with all Microsoft Office Suite.		
XVI.	Email Management.	Yes. Can send email from the software and be able to send copies of the email into the management program.		
XVII.	Send files from Microsoft Office in native formats to the software for easy management and retrieval.	Yes. The software management program can manage all electronic files (word, excel, etc.) based on the indexing scheme required in (IX)		
XVIII.	Print files from any application into the software file cabinet as a PDF file.	Yes. Will enable users to convert files such as word and excel into a PDF format for added security.		
XIX.	All files stored in a secure centralized location for easy access and file sharing on a network.	Yes the files can be encrypted so only authorized access is permitted.		
XX.	Multiple users are able to retrieve and view files simultaneously.	Yes the files on the network can then be accessed and viewed by multiple users simultaneously. This will also allow for collaboration on files.		
XXI.	Secure files and folders viewing and usage based on user authorization.	Yes. The files and folders are encrypted and can be accessed only by authorized users for security and privacy.		
XXII.	Save files and print with authorized user privileges.	Yes. Security is a key feature.		
XXIII.	All activities performed within the software to be recorded in a searchable and printable audit log for file auditing,	Yes. The audit report will provide details of all user activity within the document		

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
	user auditing and program auditing.	management software.		
XXIV.	Manage user and group access to file cabinets, folders and files within the software.	Yes.		
XXV.	File encryption available to prevent unintended access and use of files.	Yes.		
XXVI.	Documents may be manipulated based on user privileges.	Yes. The files can be manipulated and saved in different versions without altering the original files.		
XVII.	The documents can be printed, exported, emailed from the software.	Yes. This way the changes and modification can be maintained within the software with version control.		
XVIII.	Documents can be annotated and marked up from within the software.	Yes. Documents can be annotated for collaboration or sharing.		
XXIX.	Manipulated documents to be able to be saved as different version.	Yes.		
XXX.	Able to apply bates label to the files.	Yes. Can do alpha numerical with pre-fix and suffix.		
XXXI.	The search criteria to be able to search based on the different versions.	Yes.		
XXII.	The annotation features to include adding texts, editing texts, highlighting, call out boxes, stamping.	Yes.		
XXIII.	Be able to rotate, extract, merge and split documents.	Yes.		

5.3 TRAINING MAINTENANCE AND SUPPORT

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
I.	Files to be available back at the Hawaii Paroling Authority within 4 hours of the request when requested.	Yes. While the files are at SIMS Hawaii for imaging, Hawaii Paroling Authority can request for those files if needed and will be returned within 4 hours of the request.		
II.	24/7 availability of live person.	Yes. Support is available 24/7.		
III.	Respond to agency needs within 2 hours.	Yes. SIMS Hawaii will be able to support and respond to Hawaii		

		Paroling Authority needs within 2 hours.		
IV.	The contractor must provide onsite training and onsite help when needed on an ongoing basis.	Yes. Customer support and service is our focus and will make sure that help and training is provided on an ongoing basis.		
V.	Maintain and provide training for the software.	Yes.		
VI.	Provide technical support.	Yes.		

5.4 QUALIFICATION OF STAFF

REQUIREMENT		YES	NO	IF NO, PROVIDE EXPLANATION
I.	Hawaii Paroling Authority requires that all employees of the awardee needed to fulfill the contract must be HIPAA (The Health Insurance Portability and Accountability Act) certified.	Yes.		
II.	All employees of the awardee needed to fulfill the contract must have a criminal background check with no criminal history or conviction of any felony or any crime related to theft, gambling or involving moral turpitude. Please list full legal names and titles of each employee in the explanation section. The agency has the right to refuse services of any bidder based on the employee's technical competence or criminal background.	Yes.		1)Simmi McClellan (Ower) 2)Katrina Marume (Senior Manager, Production) 3) Tara Lynn T. Kamiya (Data Specialist) 4) Raquelle A. Pendleton (Data Specialist) 5) Shanel L. T. Arakawa (Data Specialist) 6) Karie Marume (Records Specialist) 7) Fred Llamas (Records Specialist) 8) Kyong H. O (Document Specialist)
III.	Hawaii Paroling Authority may further conduct it's own criminal background checks on all employees of the awardee needed to fulfill the contract.	Yes.		
IV.	The responding bidder	Yes. We		

(vendor/company) must specialize exclusively in providing document management services. Please explain other services that your company provides if any other.	specialize exclusively in document management services and help our customers achieve productivity and efficiency with managing documents. Our focus is do an excellent job and go above and beyond your expectations. We guarantee that you will be 100% satisfied with our job to help you with your project.		