

NOTICE TO INTERESTED PARTIES

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

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to:	FAX No.:	(808) 587-1244
	E-mail Address:	michael.b.clack@hawaii.gov or marc.s.yamamoto@hawaii.gov

Provide the following information:

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

NOTICE OF HAWAII SOFTWARE DEVELOPMENT BUSINESS PRICING PREFERENCE

Pursuant to Hawaii Revised Statutes, Section 103D-1006, Software Development Businesses and Hawaii Administrative Rules, Chapter 3, SubChapter 5, Software Development Businesses, a price preference will be given to Hawaii Software Development Businesses. Bidders requesting the preference shall submit a completed certification form (SPO Form-009 (Rev 2/12/14)) with their proposal.

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

PROCUREMENT NOTICE DATE: **September 21, 2016**

REQUEST FOR PROPOSALS
No. **PSD 17-COR/RCO-03**

SEALED PROPOSALS
FOR A
STATEWIDE AUTOMATED VICTIM INFORMATION NOTIFICATION (SAVIN) SYSTEM
FOR THE
DEPARTMENT OF PUBLIC SAFETY

CORRECTIONS DIVISION
RE-ENTRY COORDINATION OFFICE

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON
OCTOBER 31, 2016

IN THE DEPARTMENT OF PUBLIC SAFETY, ADMINISTRATIVE SERVICES OFFICE – PROCUREMENT AND CONTRACTS UNIT, 919 ALA MOANA BOULEVARD, ROOM 413, HONOLULU, HAWAII 96814. DIRECT WRITTEN QUESTIONS RELATING TO THIS SOLICITATION TO THE DEPARTMENT OF PUBLIC SAFETY, FACSIMILE (808) 587-1244 OR E-MAIL AT marc.s.yamamoto@hawaii.gov.

Nolan P. Espinda, Director

Name of Company

RFP No.: PSD-17-COR/RCO-03

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY (PSD)
September 21, 2016

REQUEST FOR PROPOSAL
RFP No. PSD 17-COR/RCO-03

STATEWIDE AUTOMATED VICTIM INFORMATION NOTIFICATION (SAVIN) SYSTEM

This request for proposals is to seek interested vendors providing a reliable “off-the-shelf” or custom-developed application to receive offender status updates from the PSD’s current vendor’s (OffenderTrak’s) correction management information system and push notifications to registered participants interested in the status of a specific offender(s).

The current vendor is Appriss, Inc. using their VINELink system. Currently monthly fees are \$10,083.33 for monthly system maintenance and \$416.67 for Text messaging, for a combined annual amount of \$126,000.00. Funding for the State’s SAVIN system is through commissions from the inmate pay telephone system and the fee’s assessed to inmates. The current legislative cap on expenditures for the SAVIN system is \$200,000.00/fiscal year. At present, there is no cap of registrants that the current system can handle. PSD’s SAVIN system currently has the following number of registrations:

Phone: 4,271
Email: 20,012
TTY: 63
Text: 5,669

A non-mandatory informational meeting will be held on September 30, 2016

Time: 9:30 am, HST to 11:00 am, HST or its adjournment.

Place: 919 Ala Moana Boulevard, Room 400
Honolulu, Hawaii 96814

For those unable to attend this meeting in person, a telephone conference will be held concurrently:

Call-in Telephone Number: (712) 432-1212
Meeting ID: 271-724-223

Questions regarding the attached documents may be submitted by October 5, 2016. An addendum to respond to the questions received will be issued on October 7, 2016. Responses

RFP No.: PSD-17-COR/RCO-03

to this request for proposals are due no later than **October 31, 2016, 4:00 pm**. Both electronic **and** hardcopy proposal submittals are being accepted, electronic copy shall be e-mailed in portable document format (PDF) compatible with Acrobat Adobe Reader XI to psd.bids@hawaii.gov, four (4) hardcopies shall be submitted to:

Procurement and Contracts
Department of Public Safety
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

Bidders shall indicate which hardcopy is the "original". Any receipt of either the electronic copy or the hardcopies after the "Proposal Due Date" shall be regarded as a late submittal and will be rejected.

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- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Wage Certificate
- SPO Form 009: CERTIFICATE OF ELIGIBILITY TO CLAIM PREFERENCE AS A HAWAII SOFTWARE DEVELOPMENT BUSINESS AS DEFINED BY SECTION 103D-1006, HRS
- SPO Form 013: Cost Pricing Certification

SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawaii's Department of Public Safety's (PSD's) Corrections Division's Reentry Coordination Office (RCO) is requesting proposals for a computerized statewide automated victim information and notification (SAVIN) system to provide twenty-four (24) hours a day, seven (7) days a week, accurate and timely notification to victims, surviving immediate family members, witnesses, and "others" (as approved by PSD) such as local law enforcement, county prosecutors, judges, victim/witness staff, local social service agencies (e.g. agencies whose clientele are victims of domestic or sexual violence), of changes in the offender's custodial status (e.g. results in the transfer of an offender to another correctional facility, the release of the offender into the community, including escape, furlough/work release, placement on supervised release, release on parole, release on bail bond, release on appeal bond, final discharge at the end of the jail/prison term, etc.) of a pre-trial or post-trial offender housed in any PSD correctional facility or PSD contracted correctional facility.

The State of Hawaii is made up of four (4) Counties (Honolulu, Hawaii, Kauai, and Maui- includes Lanai and Molokai). The PSD manages eight (8) correctional facilities statewide, including four (4) jails and three (4) prisons that are located in each of the four (4) Counties. The following are the four (4) jails managed by PSD:

Hawaii Community Correctional Center
60 Punahale Street
Hilo, HI 96720

Maui Community Correctional Center
600 Waiale Drive
Wailuku, HI 96796

Kauai Community Correctional Center
3-5351 Kuhio Highway
Lihue, HI 96766

Oahu Community Correctional Center
2199 Kamehameha Highway
Honolulu, HI 96819

The following are the four (4) prisons managed by PSD:

Halawa Correctional Facility
99-902 Moanalua Road
Aiea, HI 96701

Kulani Correctional Facility
HC 01 Stainback Highway
Hilo, HI 96720

Waiawa Correctional Facility
94-560 Kamehameha Highway
Waipahu, HI 96797

Women's Community Correctional Center
42-477 Kalaniana'ole Highway
Kailua, HI 96734

The average head count of PSD's correctional facilities statewide is currently about 4,200 offenders per day, but is dependent on the time of year, with admissions, or transfers per day, etc. PSD currently has a contract with a private prison that house offenders at Saguardo Correctional Center (SCC) in Eloy, Arizona, which houses approximately 1,350 offenders per day, but is dependent on the time of year, admissions, transfers, or releases per day, etc. PSD also contracts with the Honolulu Federal Detention Center (FDC) to house about 200 offenders per day, but is dependent on the time of year, with admissions, transfers, or releases per day, etc. For more information related to PSD, refer to <http://dps.hawaii.gov/>.

The Hawaii Paroling Authority (HPA) is administratively attached to PSD. There are approximately 1,540 parolees under supervision, but the number of parolees under supervision is dependent on discharges, deaths, new parole releases, or parole revocations, etc. For more information related to HPA, refer to <http://dps.hawaii.gov/hpa/>.

1.2 CANCELLATION

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

ASO/PC	=	Administrative Services Office, PROCUREMENT and Contracts, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814
BAFO	=	Best and Final Offer
Contractor	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
CPO	=	Chief Procurement Officer

DAGS	=	Department of Accounting and General Services
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
Offeror/Bidder	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
Procurement Officer	=	The contracting officer for the State of Hawaii, State Procurement Office
RFP	=	Request for Proposals
PSD	=	Department of Public Safety
State	=	State of Hawaii, including its departments, agencies, and political subdivisions

In accordance with the State of Hawaii’s ***Hawaii Revised Statutes (HRS) 353-131 Definitions*** (http://www.capitol.hawaii.gov/hrscurrent/Vol07_Ch0346-0398/HRS0353/HRS_0353-0131.htm) and ***HRS 801D-2 Definitions*** (http://www.capitol.hawaii.gov/hrscurrent/Vol14_Ch0701-0853/HRS0801D/HRS_0801D-0002.htm), unless otherwise stated, the following are terms and definitions that will be referenced and utilized in the RFP:

“Major developments” means arrest or release of the suspect by the police, case deferral by the police, referral to the prosecutor by the police, rejection of the case by the prosecutor, preliminary hearing date, grand jury date, trial and sentence dates, and the disposition of the case.

“Offender” means a person in the custody of the Department of Public Safety or the Hawaii Paroling authority but does not include juveniles under the jurisdiction of the family court.

“Surviving immediate family members” means surviving grandparents, parents, siblings, spouse, reciprocal beneficiary, children, and any legal guardian of the homicide victim.

“System” means the statewide automated victim information and notification system.

“Victim” means a person against whom a crime has been committed by the offender, and includes, in homicide cases, surviving immediate family members.

“Witness” means a person whose testimony or knowledge is desired in any proceedings or investigation by a grand jury or in a criminal investigation, action, prosecution, or proceeding.”

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

THE SCHEDULE BELOW IS FOR INFORMATIONAL PURPOSES OF THIS RFI ONLY AND IS SUBJECT TO CHANGE

Release of Request for Proposals	9/21/16
Pre-proposal Conference	9/30/16
Due date to Submit Questions	10/5/16
State’s Response to Questions*	10/7/16
Proposals Due date/time	10/31/16
Proposal Evaluations	11/1/16 – 11/18/16
Discussion with Priority Listed Offerors (if necessary)	11/9/16
Best and Final Offer (if necessary)	11/16/16
Notice of Award	11/21/16
Contract Start Date	12/1/16

1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held as follows:

Date: 9/30/16
Time: 9:30 AM to 11:00 AM, HST.
Location: Department of Public Safety
919 Ala Moana Boulevard, Room 400
Honolulu, Hawaii 96814

For those unable to attend this meeting in person, a telephone conference will be held concurrently:

Call-in Telephone Number: (712) 432-1212
Meeting ID: 271-724-223

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The State of Hawaii's Department of Public Safety's (PSD's) Corrections Division's Reentry Coordination Office (RCO) is soliciting proposals for a computerized statewide automated victim information and notification (SAVIN) system to provide twenty-four (24) hours a day, seven (7) days a week, accurate and timely notification to victims, surviving immediate family members, witnesses, and "others" (as approved by PSD) such as local law enforcement, county prosecutors, judges, victim/witness staff, local social service agencies (e.g. agencies whose clientele are victims of domestic or sexual violence), of changes in the offender's custodial status (e.g. results in the transfer of an offender to another correctional facility, the release of the offender into the community, including escape, furlough/work release, placement on supervised release, release on parole, release on bail bond, release on appeal bond, final discharge at the end of the jail/prison term, etc.) of a pre-trial or post-trial offender housed in any PSD correctional facility or PSD contracted correctional facility.

Each County provides victim/witness services (e.g. advocacy, notification) through their respective County's Prosecutor's Department/Office. Each County Prosecutor's Department/Office has a victim/witness section whose staff (e.g. advocates) provides PSD's correctional facility staff with notification (e.g. hard copy of felony or domestic violence form) of a pre-trial or post-trial offender who is involved (e.g. perpetrator) or associated (e.g. witness) with a victim, surviving immediate family members, or witnesses. Currently, PSD's correctional facilities staff manually notifies (e.g. telephone call) the County's Prosecutor's Department/Office's staff of the following pre-trial or post-trial offender's custody status: release into the community, including escape, furlough/work release (e.g. PSD correctional facility staff sends the County Prosecutor's Department/Office a 30-day letter of intent), release on parole, and final discharge (e.g. end of the jail/prison term). The County's Prosecutor's Department/Office is already aware when an offender is placed on supervised release because it is at the pretrial/courts status.

Where PSD currently assists with victim/witness notification services, in compliance with ***Hawaii Revised Statutes (HRS) 801D-4 "Basic bill of rights for victims and witnesses."*** (http://www.capitol.hawaii.gov/hrscurrent/Vol14_Ch0701-0853/HRS0801D/HRS_0801D-0004.htm) it states, "...the victim or a surviving immediate family member shall be notified of major developments in the case and whenever the defendant of the perpetrator is released from custody..." the SAVIN system will assist where PSD currently assists with victim/witness notification services. Furthermore, the SAVIN system that PSD is seeking shall be in compliance with the HRS in its entirety. There are some aspects (e.g. "major development" such as a rejection of case by Prosecutor's) of victim/witness notification services that must be fulfilled by other City & County or

State Divisions/Departments (e.g. County's Prosecutor's Department/Office). According to **HRS 801D-6 Intergovernmental cooperation.**" (http://www.capitol.hawaii.gov/hrscurrent/Vol14_Ch0701-0853/HRS0801D/HRS_0801D-0006.htm), it states, "...The county prosecutor, the police, local social service agencies, the courts, and all other agencies involved in the criminal justice system shall all cooperate with each other to ensure that victims and witnesses of crime receive the rights and services to which they are entitled under this chapter..."

It is not the intent of PSD for the SAVIN system to replace the process PSD's correctional facilities staff and the Counties' Prosecutor's Departments/Offices have in place (stated above) for the manual notification of a pre-trial and post-trial offender's custodial status to a victim, witness, or surviving immediate family member, but to enhance this notification process. The SAVIN system must at minimum, also meet the requirements of **HRS 353-132 "System; requirements."** as listed (http://www.capitol.hawaii.gov/hrscurrent/Vol07_Ch0346-0398/HRS0353/HRS_0353-0132.htm).

For more information on the victim/witness section of each County's Prosecutor's Department/Office, refer to the following:

Honolulu: <https://honoluluprosecutor.org/victimwitness-kokua-services/>
Hawaii: <http://www.hawaiicounty.gov/pa-victims-witnesses>
Kauai: <http://www.kauai.gov/ProsecutingAttorney>
Maui: <http://co.maui.hi.us/674/Victim-Witness-Assistance-Division>

The current SAVIN system that PSD utilizes, can be viewed at <https://www.vinelink.com/vinelink/siteInfoAction.do?siteId=50000>.

Since January 2016, there were about 7,797 new registrations with the current SAVIN system. The registrations were created by the following methods:

Phone: 63
Operator: 161
Website Link: 6,086
Mobile phone: 1,486

PSD's SAVIN system currently has the following approximate number of registrations:

Phone: 4,271
Email: 20,012
TTY: 63
Text: 5,669

Over the last twelve (12) months, PSD's current SAVIN vendor's call center received a total of about 6,360 inbound calls. Currently, the peak periods for inbound calls in a day is 11:00 AM– 4:00 PM Eastern Time Zone. At present, the average daily count of events for which notification occurs is about 223 events per day.

In 2015, there were about 362,651 notifications made by PSD's current SAVIN system. Since January 2016, the average monthly number of notifications made by PSD's current system is about 32,057.

PSD's SAVIN system currently has the following approximate average number of monthly notifications by method:

Phone: 26,132

Email: 4,095

Text: 1,813

TTY: 16

PSD's SAVIN system currently has the following approximate number of email notifications by months:

Email			
Confirmed			
	Yes	No Total	Total
January 2016	3,778	252	4,030
February 2016	3,093	348	3,441
March 2016	3,303	414	3,717
April 2016	4,099	237	4,336
May 2016	3,450	221	3,671
June 2016	4,228	235	4,463
July 2016	4,259	252	4,511
August 2016	4,402	187	4,589

PSD's SAVIN system currently has the following approximate number of text notifications by months:

Text			
Confirmed			
	Yes	No Total	Total
January 2016	1,588	0	1,588
February 2016	1,461	0	1,461
March 2016	1,680	0	1,680

April 2016	1,912	0	1,912
May 2016	1,598	0	1,598
June 2016	1,993	0	1,993
July 2016	2,143	0	2,143
August 2016	2,131	0	2,131

PSD's SAVIN system currently has the following approximate number of phone notifications by months:

Phone			
Confirmed			
	Yes	No Total	Total
January 2016	364	672	1,036
February 2016	291	512	803
March 2016	308	522	830
April 2016	371	726	1,097
May 2016	292	595	887
June 2016	362	654	1,016
July 2016	379	757	1,136
August 2016	375	709	1,084

PSD's SAVIN system currently has the following approximate number of TTY notifications by months:

TTY			
Confirmed			
	Yes	No Total	Total
January 2016	0	19	19
February 2016	0	18	18
March 2016	0	7	7
April 2016	0	23	23

May 2016	0	6	6
June 2016	0	23	23
July 2016	0	23	23
August 2016	0	12	12

The following is the total active registrations & broken down by language:

Registration Type	Total Registrations	ENGLISH	JAPANESE	KOREAN	ILOCANO	TAGALOG
Email	18113	18104	4	1	1	3
Phone	4918	4911	2	2	1	2
SMS	7890	7888	2	0	0	0
TDD	55	55	0	0	0	0

At present, 99.8% of the total of our SAVIN notifications are made in English.

2.2 SCOPE OF WORK

All services and for who services are to be provided for shall be in accordance with this RFP, including its attachments and any addenda.

A. The Offeror's proposal shall provide responses related to the following operational components:

1. Ability to provide a computerized SAVIN system that provides twenty-four (24) hours a day, seven (7) days a week, accurate and timely notification to registered victims, surviving immediate family members, and witnesses, and "others" (as approved by PSD) such as local law enforcement, county prosecutors, judges, victim/witness staff, local social service agencies (e.g. agencies whose clientele are victims of domestic or sexual violence), of changes in the offender's custodial status (e.g. results in the transfer of an offender to another correctional facility, the release of the offender into the community, including escape, furlough/work release, placement on supervised release, release on parole, release on bail bond, release on appeal bond, and final discharge at the end of the jail/prison term) of a pre-trial or post-trial offender housed in any PSD correctional facility or PSD contracted correctional facility.
2. Ability for PSD to manage "others" accessing the SAVIN system.
3. Ability to provide the option for PSD to operate either an "open" (e.g. The public can access) or "closed" (e.g. only victims can access) SAVIN system. PSD currently operates an "open" SAVIN system.

4. Ability to manage what notifications (e.g. changes in custodial status) is provided to victims, surviving immediate family members, witnesses, and “others.”
5. Ability to provide a twenty-four (24) hours a day, seven (7) days a week public website that allow victims, surviving immediate family members, witnesses, or “others” as approved by PSD, to self-register on-line through the Offeror’s web-based registration system (Explain how registration will occur, e.g. password, etc.) to obtain information of changes in the offender’s custodial status (e.g. results in the transfer of an offender to another correctional facility, the release of the offender into the community, including escape, furlough/work release, placement on supervised release, release on parole, release on bail bond, release on appeal bond, and final discharge at the end of the jail/prison term for notification, e.g. telephone or email) of a pre-trial or post-trial offender housed in any PSD correctional facility or PSD contracted correctional facility.
6. Ability to provide a twenty-four (24) hours a day, seven (7) days a week, 365 days per year, toll-free telephone access to victims, surviving immediate family members, witnesses, or “others” (as approved by PSD) to a call center available from anywhere in the United States, that is established, maintained, and staffed by the Offeror.

Over the last twelve (12) months, the current SAVIN vendor’s call center received a total of about 6,360 inbound calls. From the average distribution of the total inbound calls to the current vendor’s operators, less than 5% utilize the translation service that has been made available by the current vendor.

7. Ability to provide a range of registration and notification services that is available through a toll-free number: Toll-free number allow victims, surviving immediate family members, witnesses, or “others” (as approved by PSD) to self-register (Explain how registration will occur, e.g. password, etc.) to obtain information of changes in the offender’s custodial status (e.g. results in the transfer of an offender to another correctional facility, the release of the offender into the community, including escape, furlough/work release, placement on supervised release, release on parole, release on bail bond, release on appeal bond, and final discharge at the end of the jail/prison term for notification (e.g. telephone or email) of a pre-trial or post-trial offender housed in any PSD correctional facility or PSD contracted correctional facility.
8. Ability to provide a toll-free telephone access to the call center with twenty-four (24) hours a day, seven (7) days a week, 365 days per year, available from anywhere in the United States, that is established, maintained, and staffed by the Offeror.
9. Ability to provide a call center that is capable of TTY method of notification/communication for the hearing impaired.

PSD is open to other methods of notification in place of TTY for the hard of hearing; however, if other methods of notification other than TTY is proposed, such as image message and multimedia mobile application (e.g. Snapchat, etc.), the Offeror must be clear as to how it is a viable method notification/communication, and be clear as to how security issues will be addressed, etc.

From about January to August 2016, the average “confirmed” monthly TTY notifications for has been zero (0). The average monthly TTY notification rate is currently about 16.

10. Ability to provide a call center with twenty-four (24) hours, seven (7) days a week, with direct operator assistance.
11. Ability to provide a call center that is capable of making notifications, and furnish a list of the type of notifications available (e.g. telephone, email, text messaging, letter).
12. Ability to provide the option to display various information related to the offender, such as an offender’s photo/mug shot, age, gender, race, identification number.
13. Ability to provide various notification options (e.g. text messaging) at the discretion of the victims, surviving immediate family members, witnesses, or “others” as approved by PSD, and advise if there will be added costs for the various notification options.
14. Advise how many notifications (e.g. 1 or 2 contact numbers, 1 or 2 email addresses) can be registered by victims, surviving immediate family members, witnesses, or “others” as approved by PSD.

At present, there is no cap of registrants that the current system can handle.

15. Ability to provide a blocking system to prevent duplicative registration.
16. Ability to transfer and update offender information to the call center, with updates to take place at intervals mutually agreed upon by the Offeror and State.
17. Ability to provide notification (e.g. telephone calls) any time of the date/night, to victims, surviving immediate family members, and witnesses with emergency (e.g. victim’s safety) related issues such as a pre-trial or post-trial offender’s escape, that will begin within fifteen (15) minutes of the notification of the event (e.g. escape), and continue every thirty (30) minutes for a minimum of twenty-four (24) hours, or until the registered victims, surviving immediate family members, or witnesses is actually contacted. .

18. Ability to provide notification (e.g. telephone calls) between 0700 hours and 2100 hours to victims, surviving immediate family members, witnesses, and “others” as approved by PSD, of non-emergency related issues, such as a pre-trial or post-trial offender’s change in housing location.
19. Ability to provide a means (e.g. enter a password, etc.) for victims, surviving immediate family members, witnesses, or “others” as approved by PSD, to stop calls when notification has been achieved.
20. Ability to provide a means (e.g. enter a password, etc.) for victims, surviving immediate family members, witnesses, or “others” as approved by PSD to conduct an override control to cancel or trigger notifications.
21. Ability to provide an automated “Registration for Notification” that utilizes a touchtone telephone.
22. Ability to provide samples of for victims, surviving immediate family members, and witness sensitive scripting that is approved by PSD.
23. Ability to accommodate an annual statewide call volume based on populations and published crime rates, and the capacity must ensure that 99.9% of the callers have their calls answered immediately, and are not placed on hold or in a caller queue.
24. Ability to provide notification to victims, surviving immediate family members, and witnesses in various languages such as, and is NOT limited to, the following: English, Japanese, Korean, Ilocano, Tagalog, etc.

The approved SAVIN script documents are currently available via Microsoft Word and Excel.

B. The Offeror’s proposal shall provide responses related to the following **Technical Software Infrastructure and Features of the SAVIN System components:**

PSD is requesting a reliable off-the-shelf or custom developed SAVIN system that is built with a flexible and scalable architecture. The SAVIN system must have solid components with good documentation, backup/recovery processes, and so forth. The Offeror shall provide estimated timeframes for the life of the project including the data migration, functionality testing, training, and statewide implementation.

The SAVIN system will operate in Hawaii on a virtual private network (VPN) over the internet, whenever possible. Dedicated point-to-point circuits will only be used when the enhanced speed and quality of service of dedicated lines are absolutely required in order to transfer data in a timely manner. The final network will make use of both

internet and dedicated circuits, but when possible, the communication and data exchange will be conducted over the internet using secure VPN technology. The SAVIN system software must be customizable and configurable. The Offeror's proposal shall provide responses related to the following components:

1. Ability, experience, and willingness to work with PSD's Information Technology Services (ITS) staff to learn about PSD's needs and workflow (e.g. assess ability to extract offender booking/release and movement information from PSD's correction management information system (CMIS) –{PSD's current vendors is Motorola and the current CMIS that PSD utilizes is Offendertrak}, and the Hawaii Paroling Authority's database {PSD's Management Information Systems currently maintains this database.}).
2. Ability to make all the necessary computer and database adjustments so that links between the Offeror's, PSD's, and HPA's databases can be completed.
3. Ability to leverage the latest in industry-standard application development and integration tools and techniques.
4. Ability to determine the minimum client and server specifications, as well as recommended specifications for future expansion to web based access and discipline expansion.
5. Ability to customize the proposed software for the SAVIN system.
6. Ability (e.g. in-person or web-based) to complete any changes or customization to the SAVIN system; *The PSD will approve and review any new changes and give feedback to the Offeror for improvement.
7. Ability to install the SAVIN system and all necessary third party software and related equipment. The installation may occur in stages at the discretion of the Offeror and the approval of PSD.
8. Ability to review site equipment needs (e.g. potential use of the internet or dialup access), install necessary equipment, and build the necessary communication interfaces with the various software systems in PSD's correctional facilities and offices.
9. Ability to plan and implement sufficient software/hardware capacity to support SAVIN system users while meeting performance requirements.
10. Ability to plan and implement sufficient storage capacity to support the SAVIN system.

11. Ability to provide a listing of the required hardware (e.g. servers, interfaces) and third party software components needed to install and implement the SAVIN system.

12. Ability to convert and migrate PSD's existing data into the proposed SAVIN system.

The PSD's current victim list can be migrated to the new SAVIN system. PSD's SAVIN Contract Administrator has the capability to export a list of active and/or inactive registrations at any time.

The current SAVIN vendor will assist in providing a data file set specific to the Hawaii SAVIN service by providing a list of data elements currently collected. Also, PSD's SAVIN Contract Administrator can export a CSV report of current offenders. A data dictionary is not specific to the Hawaii SAVIN service.

13. Ability to utilize existing local and wide area networks for the SAVIN system.

14. Acknowledge that the Offeror will purchase all necessary equipment.

15. Ability to determine the software and hardware needed to implement the SAVIN system, and provide a detailed list of software or hardware and supplemental third party software that will need to be purchased for operation of the SAVIN system.

16. Utilize VPN technology with a minimum of 128-bit encryption over the internet, of all PSD correctional facilities and PSD contracted correctional facilities of all events (e.g. transfer of an offender to another correctional facility, the release of the offender into the community, including escape, furlough/work release, placement on supervised release, release on parole, release on bail bond, release on appeal bond, and final discharge at the end of the jail/prison term) contained in the PSD's or HPA's databases.

17. Ability to integrate with the Offeror-provided call center through computers and telephone lines, booking systems, and the PSD's and HPA's databases.

18. Ability for every telephone call into and out of the SAVIN system to be recorded with a historical transaction record that indicates the calling number, number calling, length, and the result of the telephone call. And provide advice on the ability for this information to be available for reporting in a standard transaction file format and the ability to retain these files until disposal is authorized by PSD.

19. Ability to provide various reports such as the following: Number of offenders or cases in the SAVIN system statewide, number of calls against those offenders or cases for each jurisdiction, number of people who registered for the SAVIN system against inmates or cases statewide, number of times the SAVIN system is activated

by a change of status (e.g. release, escape, parole) statewide, number of outgoing calls made for SAVIN system notification and the success and failure rate in reaching the victims, surviving immediate family members, and witnesses statewide.

20. Ability to maintain statistics and to provide reports to PSD, showing the number of incoming calls.
21. Ability to centrally store and report on historical data from each site. *Note: Computer records related to cases in litigation should be retained until litigation is complete. PSD will notify the Offeror of such cases.
22. Ability to provide PSD, copies of data or specified records.
23. Acknowledge that all documents, records, reports, and other information of the SAVIN system shall become and remain the property of PSD, and that PSD can exercise all rights of ownership in all such work product without restriction or limitation.
24. Acknowledge that documents, reports, records, and other information of the SAVIN system can only be destroyed or otherwise disposed of only in accordance with the State of Hawaii Records Act.
25. Acknowledge that Offeror has no rights or use or acquire any documents, reports, records, other information, and know-how from PSD, except those detailed by written approval.
26. Ability to build the link to the Offeror's call center. Advise on the ability to provide a direct link to existing agency systems for further detailed information or questions when appropriate.
27. Ability to achieve a 100% (at least 99.95% as required by BJA standards) redundant process to avoid any downtime due to hardware, software, or power outage issues.
28. Ability to transfer call center data to centralized sites in the State of Hawaii, for use by criminal justice agencies.
29. Ability to provide a call center and its equipment, the communication pathways from the call center to the national telephone network, and the building support services such as electrical power, shall be designed and operated to achieve a maximum level of reliability.
30. Ability to provide a call center with uninterruptible power supply to maintain the SAVIN system operations throughout short failures of normal utility power and a

backup generator system. The backup generator system will be able to maintain the call center and all computer operations during long failures or utility power and to power offices and other facilities adequately to keep the SAVIN system operating.

31. Ability to provide a call center that shall have duplicate telephone trunk lines, independently routed and connected to the national network via 2 different switching offices.
32. Ability to provide duplicate computers at which at a minimum permit restoration of data collection and user call services within 10 minutes after computer failure.
33. Ability to provide a call center with duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.
34. Ability to provide a call center that is equipped with automated fire detection and suppression equipment.
35. Ability to provide a written disaster recovery plans that covers power failures, telephone system failures, local equipment failures, flood, or fire at the call center.
36. Advise on the willingness to be responsible for all telecommunications costs for the SAVIN system's installation and operations. This includes the costs of the following: transmitting real-time, supervising the operation of all equipment, callers dialing the toll free number, and providing twenty-four (24) hours a day, seven (7) days a weekly troubleshooting and equipment support.
37. Advise if any of the technical duties will have to be subcontracted.
38. Advise on a plan for transitioning from the current SAVIN system to proposed system operational mode.

The Contractor shall be responsible for any and all work subcontracted. Acceptance of the Sub-Contractor by the State shall not relieve the Contractor of its responsibilities of due diligence with regards to the Sub-Contractor's compliance to the contract's requirements, Federal, State, and County laws.

The State reserves the right to reject any proposed Sub-Contractor. Failure by the Contractor to propose an acceptable Sub-Contractor, may affect the scoring received in the associated task.

39. Provide a detailed implementation plan that describes how the SAVIN system will be put into production.

40. Ability to provide support personnel on site, as appropriate, to assist PSD in the transition to the new SAVIN system. The areas of support need to be for, at a minimum: Operating system and environmental software; application software; data communications hardware and software, database software, operations staff, and data update scripts/processes.
41. Ability to provide strategies for educating and recommendations for the use of various training mediums such as classroom training, video conferencing, and other technologies such as web cast training as well as video and the print media.
42. Ability to provide training to designated PSD personnel in the use of the SAVIN system in order to access higher-level functions and perform any needed maintenance or simple fixes. During this training period, there will also be concomitant testing of the system and data will be entered into a test (temporary, training) database or the Offeror may use some other system so that test data is not permanently entered into the live database.
43. Acknowledge that training and any training material will be inclusive of this proposal.
44. Ability to provide an estimated timeframe for conducting training for this type of environment.
45. Ability to prepare and provide how-to-guides, quick reference cards, and other reference materials.
46. Ability to provide on-line help screens.
47. Ability to provide an on-line tutorial detailing the SAVIN system processing.
48. Ability to provide an evaluation/test time period (e.g. 8 weeks after first installation) to assess any major problems discovered and fixes that must be made and meet the qualifications and expectations of PSD before final payment is made.
 - a. Recommend an evaluation approach, detail the system process, and provide a comprehensive evaluation script for each process
 - b. Acknowledge that PSD has the right to conduct its own evaluation(s) independent of any evaluation provided performed by the Offeror.
 - c. Provide an evaluation plan that includes a stress test to measure the performance of the system and to establish a baseline.
 - d. Acknowledge that the SAVIN system acceptance will be determined solely by PSD's evaluation.

49. Ability to provide written standards that relate to the technical support, availability, response times for problem resolution, tracing of problems to resolution, trained operator metrics.
50. Ability to track all help requests/system problems.
51. Ability to provide a formal process to document and track incident and resolve issues that occur with the SAVIN system, specific to such as the following: incident tracking, problem resolution, agency communication, change requests, and escalation process.
52. Ability to provide PSD's Contract Administrator with complete and accurate weekly updates on the performance of the SAVIN system.
53. Ability to provide a schedule of milestones and a payment schedule based on milestone events. Payments by PSD will only be made for services rendered.
54. Ability to provide a guarantee that the SAVIN system will perform according to the mutually agreed upon performance.
55. Ability to provide assurance that if the SAVIN system does not perform according to the standards satisfactory to PSD and there have been no substantive functional or operational changes satisfactory to PSD, all corrective measures will be made at the expense of the Offeror.
56. Demonstrate characteristics of a SAVIN system that most users will readily accept are as follows:
 1. User friendly screens and intuitive navigation
 2. Single logon for all systems and subsystems
 3. Workflows, alerts and reminders
 4. Single point of entry for each information element that is captured
 5. Good data validation rules and error messages to maintain quality
 6. Implemented on established and well-tested technology platforms
57. Ability to define and maintain user records/system administration (e.g. staff name, user account, and password creation and reset).
58. Ability to provide different levels of access (e.g. administrator, supervisor, reviewer, data entry and reports view).
59. Ability to provide a list of standard access profiles that are typically used and provided for in the Offeror's SAVIN system.

60. Ability to provide reasonable security features that will prevent unauthorized individuals from accessing any victim, surviving immediate family members, witnesses, or state information held by the Offeror.
61. Ability to provide security measures to ensure that data transmission, processing, and storage are secure.
62. Ability to provide the ability to backup records stored electronically and to prevent unauthorized access to or amendment of these records.
63. Ability to provide reasonable security features, such as the ability to block out individual offender information.
64. Ability to employ security to restrict access to the software, to limit user capabilities, and to ensure proper user identification based on defined roles.
65. Ability to implement security measures that ensure that only appropriate application functionality shall be provided to users with associated privileges. PSD's designate staff shall establish these privileges.
66. Ability to maintain a history of the user password for a minimum of five durations, and if user will be allowed to re-use a password stored in the history.
67. Ability to log the user name, the information that is being modified or deleted and the date and time of occurrence.
68. Ability to provide an audit trail.
69. Ability to output the audit log to the screen/printer.
70. Ability to provide measures to be taken to avoid loss or change of original data the case of records stored electronically.
71. Ability to provide timely technical assistance to PSD.
72. Ability to tend (e.g. work toward a resolution) to problems.
73. Ability to provide timely responses to inquiries.
74. Ability to provide a list of standard inquiries / transactions available through the proposed system with associated response times.
75. Demonstrate a history of commitment of continually improving the software through timely product updates.

76. Ability to provide a statement as to future upgrades to the initial SAVIN system: The system must be capable of allowing the following types of upgrades in the future:
- a. Attach any future, recommended SAVIN instrumentation purchases
 - b. Capability of increasing user access and ability for designated PSD personnel to monitor usage
 - c. Clearly advise of any ramification, consequences, etc. (e.g. SAVIN system still functional without upgrades, etc.) if PSD does not complete the necessary upgrades recommended by the Offeror
77. Submits a Project Management Plan (PMP) – PSD’s Contract Administrator or authorized representative from PSD, will work with the selected Offeror to refine the PMP.
- a. Appoint a Project Administrator who shall have authority to make administrative and technical decisions concerning the project and serve as the primary point of contact between the Offeror and PSD.
 - b. Acknowledge that PSD reserves the right to require the Offeror to replace the Project Administrator at any time. PSD shall give the Offeror a ten (10) workday notice if it desires to have the PM replaced. Such notice shall contain PSD’s explanation for PM replacement for the Offeror to assess the appropriate action and find a suitable replacement.
 - c. Agree that PMP may be changed only by written agreement by the Offeror and the PSD. For each change, a Project Change Request form shall be prepared. Each Project Change Request shall be assigned a unique request number. If a change has no impact on cost or major milestone schedule, a written agreement between the Offeror and the PSD may be made using the Project Change Request form. If the change impacts cost, major milestone schedule, or any other contractual term and/or condition, a formal amendment to the contract, signed by both parties, shall be required.
 - d. Agree that no request for any alteration or modification to the PMP shall be valid unless agreed upon in writing by the Offeror and PSD. No oral statement of any person shall in any manner affect the PMP.

C. Activities and Deliverables:

The Offeror’s proposal must address each area below using the following Activity Number and Deliverable Number. The Offeror’s proposal must clearly identify and explain the approach to successfully accomplishing each Activity and Deliverable requirement. The Activities and Deliverables listed below are the minimum required; the Offeror may include others. The Offeror’s proposal must clearly define what tasks the Offeror expects the PSD to do during each Activity.

The order is not necessarily significant. The Offeror's project plan can propose to accomplish the activities in the order the Offeror think is most efficient. However, the proposed SAVIN system must be consistent with the most current BJA standards and best practices to date and be compliant with the State of Hawaii's HRS where applicable. If the Offeror should choose not to address a certain Activity or Deliverable, the Offeror proposal must clearly explain why and what the Offeror proposes as an alternative. These exceptions and explanations for them must be listed in a separate section of the proposal entitled Exceptions.

1. Activity 1: Determine software and hardware needs

- a. Offeror will be responsible for, at a minimum, the following tasks that will be part of Activity 1: Identify the individuals on the Offeror team and contact the PSD Director for a list of current equipment on site.
- b. Offeror will work with the PSD to finalize the "baseline" Project Plan (i.e. tasks, timeframe, review deliverables, resources assigned to tasks, task timeframes, documentation/definition of more complex tasks)
- c. Offeror will work with the PSD to document the discipline project requirements (e.g. worksheets/reports needed, hardware requirements) and include a high-level overview of the considerations for the future functionality requested (e.g. remote access, program databases, addition of additional instrumentation).
- d. Offeror must complete the assessment of hardware/software needs.

Deliverable 1.1: Baseline Project Plan

Deliverable 1.2: List of worksheets/forms

Deliverable 1.3: List of hardware/software needs with approximate costs

2. Activity 2: Customize the software for the SAVIN system

The SAVIN system needs worksheets and reports that contain certain information. Some (or perhaps all) of this information may be available in the Offeror's basic software package; however, some customization will undoubtedly be required and must be performed by the Offeror.

- a. Customize the SAVIN system to capture information in PSD and HPA data bases/systems and publish reports:

Deliverable 2.1: Customize SAVIN system for PSD and HPA data.

Deliverable 2.2: Demonstrate customization in person or by web or by email.

3. Activity 3: Purchase of needed hardware

The PSD will determine if it's in its best interest to purchase its own hardware or contract the Offeror. This activity will probably be mostly accomplished by the

PSD although some equipment could be purchased through the Offeror or with the Offeror's assistance. The PSD believes the Offeror will be responsible for, at a minimum, the following tasks that will be part of Activity 4:

- a. The Offeror purchase of the necessary hardware and third party software, if requested.

Deliverable 3.1: Make sure that the PSD has the required equipment for installation of the SAVIN system.

This activity should be concurrent with Activities 2.

4. Activity 4: Conversion of interim database to new SAVIN system

The Offeror is responsible for, at a minimum, the following tasks that will be part of Activity 4:

- a. Develop a plan to convert the current SAVIN system database to the new SAVIN system.
- b. Convert the interim database.
- c. Demonstrate that the conversion was successful to the PSD by being able to access and update data.

Deliverable 4.1: Develop and discuss plan with PSD.

Deliverable 4.2: Demonstrate that the conversion was successful.

Deliverable 4.3: Completed conversion with signoff by PSD.

This activity may also be concurrent with Activities 2 and 3.

5. Activity 5: Installation of the new SAVIN system

The Offeror is responsible for, at a minimum, the following tasks that will be part of Activity 5:

- a. Install the new SAVIN system on the server.
- b. Interact with the PSD to assure that all associated devices function correctly.
- c. Make sure that the integrated system functions including the converted database.
- d. Get evidence intake functioning.
- e. Get the individual disciplines up and running in turn.

Deliverable 5.1: SAVIN system installed.

Deliverable 5.2: Other associated instruments installed

Deliverable 5.3: Demonstrate that system is working to PSD staff.

**Deliverables 5.1 is envisioned to take a month.*

6. Activity 6: Training of PSD staff and testing of new SAVIN system

The Offeror is responsible for, at a minimum, the following tasks that will be part of Activity 6:

- a. Create materials for End-User Training. This includes defining the data that must be entered into the test database to support the training materials.
- b. Train designated PSD staff in the use of the SAVIN system. Bid proposals must state both the minimum and recommended training for full users. Onsite installation and training provided. All Offerors must provide pricing for onsite training.
- c. Train a System Administrator in higher-level function of the SAVIN system.
- d. Create technical documentation for PSD staff to support ongoing maintenance of the SAVIN system. The Offeror must review this documentation with the PSD's ITS staff. The Offeror's proposal must clearly specify what the Offeror proposes to deliver for technical documentation. The Offeror must include a System Administration manual.
- e. The Offeror must setup a temporary training database (or equivalent) to enter training data and to test the SAVIN system.
- f. The Offeror must answer questions arising during training and correct any problems that become evident during the training/testing period.
- g. PSD expects each individual discipline to be tested as each discipline comes on line. The length and complexity of this testing will be based on mutually agreed criteria.
- h. Before final payment is made, a complete system test will be run for an agreed upon period. The length and complexity of this testing will be based on mutually agreed criteria.

Deliverable 6.1: Create training materials.

Deliverable 6.2: Create manual for IT.

Deliverable 6.3: Provide Training.

Deliverable 6.4: Create test database.

Deliverable 6.5: Run discipline tests.

Deliverable 6.6: Fix any problems that become evident during testing.

Deliverable 6.7: Run complete system test.

Deliverable 6.8: Fix any problems that become evident during test.

This activity will be accomplished concurrently with installation, as staff cannot be online with the SAVIN system without training. There will be an additional several weeks to fix bugs and problems arising during testing and training.

7. Activity 7: Warranty Period

The Offeror is responsible for, at a minimum, the following tasks that will be part of Activity 7:

- a. For the initial contract period and any extended period of the contract, offeror must have staff available remotely to answer questions and fix bugs (at no charge to PSD). This includes, but is not limited to: resolving any software or interface problems, training questions, backup failure, or malfunctions.
- b. **ALL upgrades to the SAVIN system shall be provided during the contract period by the Offeror at no additional cost to PSD.**
- c. Offeror must notify the PSD Contract Administrator annually with a summary of any adjustments made to the system. This notification will include any further technical support information that will or can be provided (i.e. telephone numbers, service call costs and maintenance contract options).
- d. The Offeror must provide a bug tracking system, to facilitate tracking changes/bug fixes.
- e. The Offeror's staff must respond in within 24 hours to discuss non-emergency assistance requests, Monday – Friday. The Offeror's staff must answer "emergency" requests (system down) within 4 hours. Onsite visits will only be necessary after prior arrangement and pre-approved by PSD's Contract Administrator, and will be limited.

***Payments will only be made for services rendered.

D. Experience

Offeror shall:

1. Provide a complete, relevant, and current client listing.
2. Provide the number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
3. Provide a list of key personnel and associated resumes for those who will be dedicated to this project.
4. Provide a list of at least three (3) references from the Offeror's client listing that may be contacted by the Federal, State, or County, as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
5. Provide a summary listing of judgments or pending lawsuits or actions against key personnel in relation to work; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to

failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

6. Provide a list of sample projects and/or examples of written plans.
7. Be registered to do business in the State of Hawaii. Refer to Section 5.02 – Responsibility of Offerors.
8. Be capable of providing a customizable, commercially available, off-the shelf SAVIN system software product that is expandable and customizable. (Specific software requirements and capabilities are listed below under Section Two, Scope of Work.)
9. Demonstrate experience and longevity in the implementation and customization of a SAVIN system or other business information systems in another federal, state, or county agency within the past five (5) years.
10. Demonstrate customer satisfaction. This may be demonstrated by providing annual summaries of customer survey for the past three (3) years, etc.
11. Demonstrate competency with use and interfacing products. This may be demonstrated by certification with a company, as well through product demonstration and customer recommendations.
12. Demonstrate the usage of the SAVIN system or other business information systems product in another federal, state or county agency within the past five (5) years.
13. Demonstrate the ability to provide on-site installation, training and service for situations agreed upon under a warranty and/or service contract.
14. Demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. The Offeror shall provide a description of projects/contracts pertinent to the proposed services. The Offeror shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.
15. Demonstrate its ability to train and provide administrative direction relative to the delivery of the proposed services. The Offeror shall provide the minimum qualifications (including experience) for staff who implement and train PSD staff on the software.
16. Provide an organization chart that reflects the position of each staff and line of responsibility/supervision (Include position title, name, and full-time

equivalency). Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposed Application.

The Contractor shall be responsible for any and all work subcontracted. Acceptance of the Sub-Contractor by the State shall not relieve the Contractor of its responsibilities of due diligence with regards to the Subcontractor's compliance to the contract's requirements, Federal, State, and County laws.

The State reserves the right to reject any proposed Sub-Contractor. Failure by the Contractor to propose an acceptable Sub-Contractor, may affect the scoring received in the associated task.

2.3 STATE OF HAWAII'S DEPARTMENT OF PUBLIC SAFETY RESPONSIBILITIES

- (1) Work with Offeror updating lookup tables for the application.
- (2) Participate in the functional demonstration and acknowledge completion of the installation.
- (3) Conduct user testing of the application.
- (4) Identify in writing any discrepancies in system functionality.

2.4 TERM OF CONTRACT

The tentative contract term will be for a twenty-four month period from December 1, 2016 through November 30, 2018, or as stated on the Notice to Proceed. The transition period is inclusive of the contract period. Unless terminated, the State may extend the term of the contract for an additional two (2), twelve month periods or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract, and subject to the availability of funds. The contract price for the extended period shall remain the same or as described in the proposal. A single contract will be awarded under the request of this proposal.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the other party.

2.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Ms. Nona Lawrence/Corrections Program Specialist, Corrections Division, Reentry Coordination Office, (808) (808) 587-

1356, nona.m.lawrence@hawaii.gov, or authorized representative from PSD, is designated the Contract Administrator.

PSD's Contract Administrator or authorized representative from PSD shall recommend and approve any travel by the Offeror to attend any onsite meetings with PSD, etc. in relation to this contract.

Offeror shall clearly communicate with PSD's Contract Administrator.

PSD's Contract Administrator shall have make the final determination in all matters related to this contract.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the department/agency in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D.

number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

- 3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.
- 3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

- 3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.9.2 Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

- 3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS

One of the objectives of this RFP is to make proposals preparation easy and efficient, while giving Offeror s ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section Two, Scope of Work. Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.
- 3.10.4 Provide all of the information requested in this RFP in the order specified.
- 3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
 - a. Transmittal Letter
See SECTION SEVEN, Attachment 1, Offer Form OF-1.
 - b. Experience and Capabilities.
 - 1) Provide a complete, relevant, and current client listing.
 - 2) Provide the number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
 - 3) Provide a list of key personnel and associated resumes for those who will be dedicated to this project.
 - 4) Provide a list of at least three (3) references from the Offeror's client listing that may be contacted by the Federal, State, or County as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.

- 5) Provide a summary listing of judgments or pending lawsuits or actions against key personnel in relation to work; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- 6) Provide a list of sample projects and/or examples of written plans.
- 7) Be registered to do business in the State of Hawaii. Refer to Section 5.02 – Responsibility of Offerors.
- 8) Be capable of providing a customizable, commercially available, off-the shelf SAVIN system software product that is expandable and customizable. (Specific software requirements and capabilities are listed below under Section Two, Scope of Work.)
- 9) Demonstrate experience and longevity in the implementation and customization of a SAVIN system or other business information systems in another federal, state, or county agency within the past five (5) years.
- 10) Demonstrate customer satisfaction. This may be demonstrated by providing annual summaries of customer survey for the past three (3) years, etc.
- 11) Demonstrate competency with use and interfacing products. This may be demonstrated by certification with a company, as well through product demonstration and customer recommendations.
- 12) Demonstrate the usage of the SAVIN system or other business information systems product in another federal, state or county agency within the past five (5) years.
- 13) Demonstrate the ability to provide on-site installation, training and service for situations agreed upon under a warranty and/or service contract.
- 14) Demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. The Offeror shall provide a description of projects/contracts pertinent to the proposed services. The Offeror shall describe its own plans

for quality assurance and evaluation for the proposed services, including methodology.

- 15) Demonstrate its ability to train and provide administrative direction relative to the delivery of the proposed services. The Offeror shall provide the minimum qualifications (including experience) for staff who implement and train PSD staff on the software.
- 16) Provide an organization chart that reflects the position of each staff and line of responsibility/supervision (Include position title, name, and full-time equivalency). Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposed Application. For further required experience and capabilities, refer to Section Two, Scope of Work.

- c. Proposal including an overall strategy, timeline and plan.

Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

- d. Pricing.

Pricing shall include labor, materials, supplies, all applicable taxes (including the current General Excise Tax-and shall not exceed the current rate), and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost to the State and no other costs will be honored.

Offeror shall provide a clear, itemized breakdown of monthly maintenance costs, upgrades, staffing costs, etc.

Offeror shall provide a clear, itemized breakdown of the cost of souvenir, wearables and gifts (SWAG): cost per SWAG, frequency of ordering SWAG, and amount of SWAG, etc.

Offeror shall provide a clear, itemized breakdown of any cost of conference attendance, travel and any accommodations for Offeror's Project Administrator. Offeror shall utilize reasonable travel costs, including coach airfare with 2 pieces of luggage, economy car rental, and airport parking. Overnight stays require prior approval of the Contract Administrator. Airfare and hotel shall utilize three (3) quotes process for

pricing, and budgeted similar to the terms of the State of Hawaii's Bargaining Unit 13 Contract, Article 45:

Per Diem: \$60/day/food
\$85/night/hotel

*Out-of-pocket charges may be reimbursed by Contractor to Contractor's Project Manager with proper justification provided to PSD's Contract Administrator.

PSD's Contract Administrator or authorized representative from PSD shall recommend and approve any travel by the Offeror to attend any onsite meetings with PSD, etc. in relation to this contract.

Contractor shall submit a cost proposal utilizing the pricing structure designated by the state-purchasing agency. See SECTION SEVEN, Attachment 2, Offer Form OF-2.

The pricing provided in response to this request for proposals shall comply with Hawaii Revised Statutes §103D-312, Cost or pricing data; and Hawaii Administrative Rules, §3-122-123, Requirement for cost or pricing data. Failure to submit cost or pricing data shall be grounds for rejection.

e. Invoicing and Payment

An original invoice and three (3) copies shall be submitted indicating the contract number, and payment due. The invoice shall be mailed to the following address:

State of Hawaii
Department of Public Safety
Corrections Division
Reentry Coordination Office-Victim Services
919 Ala Moana Boulevard, Room 401
Honolulu, Hawaii 96814
ATTN: Ms. Nona Lawrence

Final Payment Requirements: Contractors registered on Hawaii Compliance Express (HCE) are required to submit a valid "Certificate of Vendor Compliance" for final payment on the contract.

Alternately, Contractors not participating on HCE, are required to submit a tax clearance certificate (not over two months old), and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached.

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any

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 HRS §103-10, as amended.

f. Exceptions. Refer to §3.07 of this RFP.

3.11 RECEIPT AND REGISTER OF PROPOALS

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror(s) scoring a minimum of 80 points, during the preliminary evaluation. All scores received during the preliminary evaluation and the evaluation of the BAFO are confidential.

The Offeror shall submit its BAFO by the deadline set in the Addendum issued requesting for a BAFO, and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

- 3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

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

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

1. Executive Summary (NO points)

The Offeror shall provide a project overview to demonstrate their understanding of the purpose and scope of services to be provided. The goals and objectives are in alignment with the proposed services.

Executive Summary: No points are assigned to the Executive Summary. The intent is to give the Offeror an opportunity orient evaluators as to the service(s) being offered.

2. Cost of services (30)

The State will evaluate the contractor's capability of providing quality product, and service at a reasonable price in accordance to the following formula. Clearly list the cost and breakdown for any future upgrades, maintenance, etc.

Maximum points awarded = 30 points x (lowest cost Proposal / BIDDER's cost Proposal)

Pricing shall be submitted on Offer Form page OF-2 in section six.

3. Previous experience, capability and proficiency (25)

- a. Demonstrate experience (for Contractor/Sub-Contractor) and longevity in the implementation and customization of a SAVIN system or other business information systems in another federal, state, or county agency within the past five (5) years. (10)
- b. Contractor/Sub-Contractor to provide reference and client listings (minimum 3 within the last 5 years) of providing specified services to similar or larger sized organizations as PSD. Include points of contact, addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience. (8)
- c. Provide a summary listing of judgments or pending lawsuits or actions against key Contractor/Sub-Contractor personnel in relation to work; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual

obligations against your business. Offeror's current financial statement and any financial audits completed in the last three (3) years. (7)

4. Sample projects and/or examples of written plans. (10)
5. Knowledge and proficiency with providing specified services (15)

List of key personnel and associated resumes for those who will be dedicated to this project. Provide organizational charts, contact trees, etc.

Success Offeror has had in recruiting and retaining quality staff.

6. Project Proposal (20)
 - a. Methodology
 - b. Timeline
 - c. Expected Results
 - d. Possible Shortfalls

The Contractor shall be responsible for any and all work subcontracted. Acceptance of the Sub-Contractor by the State shall not relieve the Contractor of its responsibilities of due diligence with regards to the Sub-Contractor's compliance to the contract's requirements, Federal, State, and County laws.

The State reserves the right to reject any proposed Sub-Contractor. Failure by the Contractor to propose an acceptable Sub-Contractor, may affect the scoring received in the associated task.

SECTION FIVE SPECIAL PROVISIONS

5.01 SCOPE

The SAVIN system for PSD's Correction Division – Re-entry Coordination Office shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available on the internet at: <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>.

5.02 RESPONSIBILITY OF CONTRACTORS

Contractor is advised that if awarded a contract under this solicitation, Contractor shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

5.03 CONTRACTOR QUALIFICATIONS

Contractor shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.02, Experience and Capabilities, will likely have an adverse affect on Contractor's proposal evaluation.

5.04 OVERVIEW OF THE RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
3. Proposals shall be received no later than the proposal due date, in the manner specified. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.
4. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
5. The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.
6. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. For the purposes of this RFP, potentially acceptable proposals shall be defined as those proposals receiving a minimum preliminary evaluation score of 80 points. The priority list may be limited to a minimum of two responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
7. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
8. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
9. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.

10. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
11. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
12. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
13. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.05 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

5.06 REQUIREMENT FOR AWARD

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of their tax clearance certificate (Form A-6), "Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR", and a "Certificate of Good Standing" are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate award it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

Hawaii Compliance Express. The Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor Compliance.” The HCE provides current compliance status as of the issuance date. The “Certificate of Vendor Compliance” indicating that vendor’s status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Alternatively, for offerors who elect not to register on the Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying for paper certificates at the various state agencies as follows:

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

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

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX “TAX CLEARANCE APPLICATION” Form A-6 (Rev. 2013) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website and by mail or fax:

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

DOTAX Forms by Fax/Mail: (808) 587-4242

1-800-222-3229

IRS (808) 566-2748

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

DOTAX: (808) 587-1488

IRS: (808) 524-5950

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

HRS Chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

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

The certificate of compliance shall be obtained on the State of Hawaii, DLIR “*FORM LIR#27 APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*”, which is available at <http://labor.hawaii.gov/ui/ui-forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a “*CERTIFICATE OF GOOD STANDING*” (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

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

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

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

Final Payment Requirements. Contractors registered on the HCE are required to submit a valid “Certificate of Vendor Compliance” for final payment of the contract.

Contractors not electing to register on the HCE are required to submit a valid tax clearance (not over two-months old) and an original “*CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT*” (SPO Form-22), copy attached, for final payment.

5.07 PROPOSAL AS PART OF THE CONTRACT

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

5.08 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.09 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.10 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Marc S. Yamamoto
Department of Public Safety
Administrative Services Office – Procurement and Contracts
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

Telephone Number: (808) 587-1215
Facsimile Number: (808) 587-1244
Email Address: marc.s.yamamoto@hawaii.gov

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

award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

5.11 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.12 CONTRACT EXECUTION

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

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

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

5.13 INSURANCE

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limits and coverages:

<u>Coverages</u>	<u>Limits</u>
1. Commercial General/Product Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage \$2,000,000 aggregate
2. Comprehensive Automobile Liability	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

Each insurance policy required by this contract shall contain the following clauses:

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor will immediately provide written notice to the Department of Public Safety, ASO-Purchasing and Contracts Staff should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

5.14 PAYMENT

Incremental payments shall be made to the awarded Contractor based on the achievement and acceptance by the State of milestones designated on the Contractor's proposal. All payments shall be for services rendered.

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any 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 HRS §103-10, as amended.

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

5.15 CONTRACT INVALIDATION

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

5.16 INTELLECTUAL PROPERTY RIGHTS

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

5.17 WARRANTIES AND DISCLAIMER OF IMPLIED WARRANTIES

Contractor shall provide a reliable product free of defects, in accordance with these scope of services and as proposed and accepted herein for the contract period and any extended period exercised

5.18 SOFTWARE DEVELOPMENT BUSINESSES PREFERENCE

A software development business preference will be given to a Hawaii Software Development Business.

Bids issued by a governmental agency pursuant to Section 103D-301, HRS, shall contain a notice stating that a price preference will be given to Hawaii software development businesses. This price preference will be ten per cent of the bid price, and will be used for bid evaluation.

Bidders requesting a preference shall submit a completed certification form, as required by Section 3-124-33, with each bid. Previous certifications shall not apply unless allowed by the bid. Certification form is available for download at: <http://spo.hawaii.gov/wp-content/uploads/2014/02/spo-009.pdf>

Any bidder who fails to indicate that it is a Hawaii software development business will be presumed to be a non-Hawaii software development business and the bidder's proposal will be increased by ten per cent for purposes of evaluation.

Where a bid or purchase contains both Hawaii software development businesses and non-Hawaii software development businesses, than for the purpose of determining the lowest evaluated bid, the original bid price for the non-Hawaii software development businesses shall be increased by ten per cent.

The responsible bidder submitting the lowest evaluated bid(s), taking into consideration all applicable preferences shall be awarded the contract, provided the product being offered meets the minimum bid specifications.

The contract amount of any contract awarded shall be the original bid price offered, exclusive of any preferences.

5.19 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

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

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Wage Certification
- SPO-009: CERTIFICATE OF ELIGIBILITY TO CLAIM PREFERENCE AS A HAWAII SOFTWARE DEVELOPMENT BUSINESS AS DEFINED BY SECTION 103D-1006, HRS
- SPO-013: CERTIFICATE OF CURRENT COST or PRICING DATA

OFFER FORM
OF-1
STATEWIDE AUTOMATED VICTIM INFORMATION NOTIFICATION (SAVIN) SYSTEM
STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
PSD-17-COR/RCO-03

Procurement Officer
Department of Public Safety
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

Dear Procurement Officer:

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

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

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

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ **(x)** _____
Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____ ** _____
Exact Legal Name of Company (Offeror)

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

**OFFER FORM
OF-2**

INITIAL CONTRACT PERIOD:

SET-UP COSTS \$ _____
(to include customizations, etc. Provide detailed breakdown-milestones.)

IMPLEMENTATION COSTS \$ _____
(to include personnel training, manuals, etc. Provide detailed breakdown-milestones.)

MONTHLY MAINTENANCE AND SUPPORT \$ _____
(effective after acceptance of system implementation)

OPTIONAL (Provide detailed breakdown):

TRAVEL COSTS: \$ _____

ADVERTISING (e.g. Posters, brochures, etc.): \$ _____

OTHER (e.g. SWAG, etc.): \$ _____

TOTAL COST FOR INITIAL CONTRACT PERIOD \$ _____

CONTRACT EXTENSION PERIOD:

ANNUAL LICENSING \$ _____

MONTHLY MAINTENANCE AND SUPPORT \$ _____
(to include bug fixes and updates)

OPTIONAL (Provide detailed breakdown):

TRAVEL COSTS: \$ _____

ADVERTISING (e.g. Posters, brochures, etc.): \$ _____

OTHER (e.g. SWAG, etc.): \$ _____

TOTAL COSTS FOR CONTRACT EXTENSION \$ _____

By checking this box, the Bidder is requesting the Hawaii Software Business Preference and has completed and attached SPO Form 009: CERTIFICATE OF ELIGIBILITY TO CLAIM PREFERENCE AS A HAWAII SOFTWARE DEVELOPMENT BUSINESS AS DEFINED BY SECTION 103D-1006, HRS to its proposal.

Note:

- 1) Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.
- 2) The pricing provided in response to this request for proposals shall comply with Hawaii Revised Statutes §103D-312, Cost or pricing data; and Hawaii Administrative Rules, §3-122-123, Requirement for cost or pricing data. Failure to submit cost or pricing data shall be grounds for rejection. SPO Form 13: Certificate of Current Cost or Pricing Data.

Offeror _____
Name of Company

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)**

Subject: **IFB No.:** PSD 17-COR/RCO-03

Title of IFB: STATEWIDE AUTOMATED VICTIM INFORMATION NOTIFICATION
(SAVIN) SYSTEM

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

**STATE OF HAWAII
CERTIFICATE OF ELIGIBILITY
TO CLAIM PREFERENCE
AS A HAWAII SOFTWARE DEVELOPMENT BUSINESS
AS DEFINED BY SECTION 103D-1006, HRS**

I, _____,
(Authorized Officer's Name)

_____ of _____,
(Office or Position Held) (Name of Offeror)

certify that the principal place of business or ancillary headquarters of

(Name of offeror)

is located in the State of Hawaii at the following address:

_____;

and that the above named office was opened on the following date: _____;

and, that eighty percent (80%) of the _____
(Name of Offeror)

employees who will be performing the work on the software development project described in
RFP/IFB No. _____ are domiciled in Hawaii. To the best of my knowledge, the
names and residence addresses of the employees who will perform the work are as follows:

(Name) (Address)

(Name) (Address)

Name) (Address)

(Name) (Address)

(Name)

(Address)

(Name)

(Address)

Name)

(Address)

(Name)

(Address)

(Name)

(Address)

Name)

(Address)

(Name)

(Address)

(Name)

(Address)

Name)

(Address)

(Attach a continuation sheet if necessary.)

I further certify that any changes in the personnel identified above shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB.

Signature of Authorized Officer

Print Name and Title

Date

STATE OF HAWAII
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of _____*, are accurate, complete, and current as of _____**”.
(month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

Vendor / Firm:	Date of Execution: ***
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Name:	Title
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(Signature)

(Print Name and Title)

(Date)

(End of Certificate)

* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

** The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror’s or contractor’s negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

*** This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.