

**STATE OF HAWAII**  
**DEPARTMENT OF PUBLIC SAFETY (PSD)**  
**AUGUST 3, 2016**

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

**STATEWIDE AUTOMATED VICTIM INFORMATION NOTIFICATION (SAVIN) SYSTEM**

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

The current vendor is Appriss, Inc. using their VINE Link 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. There are currently 30,308 registrants for offenders and parolees for the current SAVIN system. At present, there is no cap of registrants that the current system can handle.

The attached documents are a **draft** of the proposed request for proposals for your review and comment.

A non-mandatory informational meeting will be held on August 5, 2016

Time: 9:00 am, HST to 10:00 am, HST or its adjournment.

Place: 919 Ala Moana Boulevard, Room 413  
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

Interested vendors may submit informational data on their company, experience with criminal justice agencies and size of current contracts (in terms of registrants and offenders, and number of jails and/or prisons). Questions regarding the attached draft documents may be submitted at this time. Responses to this request for information are due no later than **August 12, 2016, 4:00 pm**, to [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov).

Please note that participation in this RFI process is optional, and is not required in order to respond to any subsequent procurement by the Department. Neither the Department nor the interested party has any obligation under this RFI.

## 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 Saguaro 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 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, Purchasing and Contracts Unit, 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](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](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	8/22/16
Pre-proposal Conference	9/7/16
Due date to Submit Questions	9/9/16
State’s Response to Questions*	9/7/16
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: 9/7/16
- Time: from 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](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](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](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>.

## 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 an “open” (e.g. The public can access) or “closed” (e.g. only victims can access) 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. personal identification number-PIN.) 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 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.
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. personal identification number-PIN.) 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, 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.
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.
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. Calling patterns will not exceed 48 attempts per notification.
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 PIN) 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 PIN) 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: English, Japanese, Korean, Ilocano, and Tagalog.
- 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 database such as Motorola's Offendertrak, and the Hawaii Paroling Authority's 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.
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.
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.
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 Manager who shall have authority to make managerial 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 Manager 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 Contractor'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 Project Manager 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 will be limited.

**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; 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 5.4 – 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 Contractor shall provide a description of projects/contracts pertinent to the proposed services. The Contractor 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 Contractor 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.

## **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. 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. Monica Lortz, Acting Corrections Program Development Officer, (808) (808) 587-1285, 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 Contractors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When a Contractor submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Contractor has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Contractor'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; 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 5.4 – 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 Contractor shall provide a description of projects/contracts pertinent to the proposed services. The Contractor 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 Contractor 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.

Contractor 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 the cost of conference attendance, travel and accommodations for Project Manager.

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  
919 Ala Moana Boulevard, Room 401  
Honolulu, Hawaii 96814  
ATTN: Ms. Monica M. Lortz

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**

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

3.13.2 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 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. 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; 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

## SECTION FIVE

### CONTRACTOR SELECTION AND CONTRACT AWARD

#### 5.1 EVALUATION OF PROPOSALS

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.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions. For the purposes of this RFP, potentially acceptable proposals shall be defined as those proposals receiving a minimum preliminary evaluation score of 80 points.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

#### 5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

#### 5.3 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.

#### 5.4 RESPONSIBILITY OF OFFERORS

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, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

**Hawaii Compliance Express.** The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

**Timely Registration on HCE.** Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

## **5.5 PROPOSAL AS PART OF THE CONTRACT**

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

## **5.6 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).

## **5.7 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).

## **5.8 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 – Purchasing and Contracts Sections  
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/>.

## **5.9 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.

## **5.10 CONTRACT EXECUTION**

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract. [Note: This will need to be changed if a performance bond will be required—see PERFORMANCE BOND provision below.](#)

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.

## **5.11 INSURANCE**

5.11.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. **Commercial General Liability Insurance**

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. **Automobile Liability Insurance**

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. **Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.**

4. **NOTE: Error & Omissions insurance is available for technology suppliers and may be required for the specific procurement being conducted.**

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

The Contractor will immediately provide written notice to the PSD and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii 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."

Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

**5.12 REQUIREMENTS FOR PERFORMANCE BONDS (If a performance bond will be required, the OF-1 shall reflect the submittal of the bond and bond forms shall be attached to the solicitation.)**

Pursuant to HAR §3-122-224, before any contract is entered into, the Contractor shall provide a performance bond to the State. The performance bond shall be in the penal sum of not less than fifty percent (50%) of the amount of the contract awarded, as security for the faithful performance of the contract.

If the option to extend an additional 12 month period or portion thereof, is mutually agreed upon, the Contractor shall provide a new performance bond with the Supplemental Agreement to the contract.

**5.13 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.

#### **5.14 CONTRACT INVALIDATION**

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

## SECTION SIX

### SPECIAL PROVISIONS

#### 6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

Or

Use the following if proposal security deposit required:

An acceptable proposal security deposit shall be in an amount equal to at least five percent of the amount offered and shall be limited to: a bond in a form satisfactory to the State underwritten by a company licensed to issue bonds in this State; legal tender; or a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, official check, or certified check may be utilized only to a maximum of \$100,000, provided however, if the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions, may be submitted.

If an offer does not comply with the security requirements, the offer shall be rejected as non-responsive, unless the failure to comply is determined by the chief procurement officer, the head of a purchasing agency, or the designee of such officer to be non-substantial pursuant to section 3-122-223, Hawaii Administrative Rules (HAR).

#### x.x ACCEPTANCE AND TESTING

**Define design documents, acceptance testing procedures, and remedies for those items not accepted.**

#### x.x 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.

#### x.x WARRANTIES AND DISCLAIMER OF IMPLIED WARRANTIES

Warranty describe extent of warranty shall be for the period from describe when the warranty takes effect within which defects may be identified for TIME, i.e. 1 year, etc..

Describe any implied warranty disclaimer applicable to this purchase.  
Describe any provisions on warranty extended to subcontractors.

**x.x TERMINATIONS FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS**

Clarify conditions when funds are limited but assurance of payment for completed performance.

**x.x PREFERENCES (include as applicable)**

**a. HAWAII PRODUCTS PREFERENCE**

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo> Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://hawaii.gov/spo> under the 'Toolbox' menu; click on 'SPO Forms.'

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the Offeror's ability to supply Hawaii products, the Offeror shall notify the

procurement officer in writing no later than five working days from when the Offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

b. SOFTWARE DEVELOPMENT BUSINESSES PREFERENCE

Subchapter 5, Chapter 3-124, HAR, provides that:

The preference shall apply to all bids or offers issued by a purchasing agency when so stated in the solicitation.

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.

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, then 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.

x.x **CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES (include as applicable)**

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 SEVEN**

### **ATTACHMENTS AND EXHIBITS**

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: GENERAL PROVISIONS
- Exhibit B: CONTRACT FORM and AG GENERAL CONDITIONS
- Exhibit C: OVERVIEW OF THE RFP PROCESS

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  
State of Hawaii  
Honolulu, Hawaii 96813

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 \$ \_\_\_\_\_

**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.

Offeror \_\_\_\_\_  
Name of Company

## OVERVIEW OF THE RFP PROCESS

- 5.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 5.2 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.
- 5.3 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.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- 5.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 5.5 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 three 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.

- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 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.