

ISSUANCE DATE: November 16, 2022

INVITATION FOR BIDS (IFB)

NO.: B23000966

FOR

DOCUMENT IMAGING AND DOCUMENT MANAGEMENT

TO

**HAWAII PAROLING AUTHORITY
THE DEPARTMENT OF PUBLIC SAFETY**

Sealed offers will be accepted prior to **December 5, 2022, 4:00 PM, HST** at Department of Public Safety Administrative Services Office – Procurement & Contracts 1177 Alakea Street, Honolulu, Hawaii.

Questions concerning this solicitation should be submitted through HlePRO by the scheduled deadline.

Department of Public Safety

Max N. Otani
Director

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TO : All interested parties.

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

SECTION 1: INTRODUCTION

(Description of HPA)

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

SECTION 2 : PROJECT DESCRIPTION

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

The priority of imaging is the oldest records in storage. There are about 400 boxes in storage- The imaging will be done based on availability of funds. The winning contractor may be required to image more than 400 boxes based on the Agency budget/availability of funds.

The boxes will be picked up by the contractor and transported to their facility for scanning and conversion. Boxes of files to be scanned and after scan should be kept in a secure area while in vendor's possession. The vendor will notify HPA of any damages to documents or boxes while in their possession for case by case resolution. Upon completion of scanning, all boxed files will be returned in its original boxes/folders/prongs by section and will be randomly audited by Hawaii Paroling Authority (HPA). Scanned files will be returned to DAGS State Archives after files are randomly audited and the 15-year retention period is still valid. Files over 15 years should be shredded and a certificate of destruction should be issued to HPA. The bid price should reflect either shredding or return of the files.

The document management software will be installed on one central station with access by multiple users with their unique user id and password. The scanned images should be accessible via the document management software based on DOB, SSN, known aliases, person's name, SID number, and document type. The document management software will also provide for security of files and maintain and audit log of viewed files. Any discrepancy discovered in the random audit of the electronically scanned file(s) from the original documents shall reject the entire "batch". Contractor shall have ten (10) working days to rescan the rejected batch, and shall be subject to another random audit. The rescanning of any rejected batch shall be done at no additional cost to the state.

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

SECTION 3: TIMELINE

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

- Issue IFBNovember 16, 2022
- Vendor questions due..... November 21, 2022
- Responses to Vendor questions posted.....November 28, 2022
- Proposals due..... December 5, 2022
- Notice of Award.....December 8, 2022
- Start Date.....December 15, 2022

SECTION 4 : CONTRACT PERIOD/TERMS

The initial contract period shall be for a twelve-month period starting on December 15, 2022, or the commencement date stated on the Notice to Proceed. Unless terminated, the contract may be extended for not more than (2) additional twelve-month periods or portion(s) thereof without the necessity of rebidding, if mutually agreed in writing. The contract price for the extended period shall remain the same or lower than the initial bid price except for any increase allowed through State initiated contract modification(s).

SECTION 5 : SPECIFICATIONS

HPA will require consultant services which include, but are not necessarily limited to the specification requirements listed below. All bidders must provide bids for all the requirements as a whole. There will be no subcontracting. Submit all last name, first name and social security numbers of employees that will be in charge of this project for background check. (See requirement 5.4 II)

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

5.1 SCANNING AND IMAGING REQUIREMENT

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
I. Retrieve and transport records identified by The Agency to the Contractor’s facility and convert the records to PDF format to be able to			

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
viewed and managed by the document management software.			
II. Retrieve Boxes from Hawaii Paroling Authority. The contractor shall be responsible and accountable for the security of the boxes being picked up at all times.			
III. Maintain strict inventory control from the time of pick up to the time of delivery. Provide receipt to Agency of all the records.			
IV. Document preparation to include separation of documents from the file folders. The documents are stapled/paper clipped and in two prongs. Removal of staples, paperclips, sticky notes as needed. Taping of small sheets and other tasks as needed to ensure that the documents are legible when scanned.			
V. The electronic image to look as close to the original image as possible with color documents to be in color, black and white documents in black and white and mixed color and black as in the original.			
VI. Document size varies from postcard size to 11" x 17" and some odd sizes. The size of the scanned image to reflect the original image.			
VII. The documents are mixed single and double-sided.			
VIII. The documents must be scanned at a minimum of 300dpi and viewable in PDF format.			
IX. The documents needs to be indexed based on categories below: A. Persons Name (Last Name, First Name) ❖ Persons SID Number ❖ Master File (By Document Type) ➤ Correctional Facility Reports			

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
<ul style="list-style-type: none"> ➤ Correspondence ➤ Field Service Reports ➤ HPA Documents ➤ Mittimus, Judgment and PSI ❖ Working File (By Document Type) <ul style="list-style-type: none"> ➤ Chronological Entries ➤ Parole Supervision Documents 			
X. The electronic PDF available to be viewed via the document management software searchable by the naming scheme described in number (IX.)			
XI. The electronic PDF available to be viewed in a windows based folder structure to follow the naming scheme as described above in number (IX.)			
XII. The electronic documents to be searchable by any of the indexes described above in number (IX.)			
XIII. The original files to be either confidentially shredded with a certificate of destruction or returned to Hawaii Paroling Authority based on directions by The Agency on a box by box basis. The price to include either shredding or return of documents.			
XIV. The returned files to be placed back in the folder in the same order after scanning.			
XV. The documents to be shredded after a 30 Day approval process. At that time the contractor shall provide the certificate of destruction.			

5.2 DOCUMENT MANAGEMENT SOFTWARE REQUIREMENTS

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
I. Software (Dokmee) to manage the scanned documents. (clerical)			
II. Software must be "open architecture."(able to transfer to another software)			

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
III. Any discrepancy discovered in the random audit of the electronically scanned file(s) from the original documents shall reject the entire "batch". Contractor shall have ten (10) working days to rescan the rejected batch, and shall be subject to another random audit. The rescanning of any rejected batch shall be done at no additional cost to the state.			
IV. Software should be Easy and Simple to use and should require minimal training.			
V. Easy to use customizable folder structure.			
VI. A file cabinets, folders and files based management system easy to use with the click of a button.			
VII. Customizable and unlimited number of file and folder index field for easy keyword searching.			
VIII. Full text Optical Character Recognition searching features.			
IX. Search by exact match, wildcard, greater than and less than, date ranges, date modified and created, file notes, category of files.			
X. Build progressive multi-level searches by filtering the original search result list.			
XI. Search for files within the software from the interface of external application link.			
XII. Scan and import documents into the software.			
XIII. Upload scanned files in batches that are being scanned by the contractor.			
XIV. On screen interfacing with Multifunctional Product			
XV. Be able to import Microsoft Office files and view in native format.			
XVI. Email Management.			
XVII. Send files from Microsoft Office in native formats to the software for easy management and retrieval.			
XVIII. Print files from any application into the software file cabinet as a PDF file.			

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

5.3 TRAINING MAINTENANCE AND SUPPORT

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
I. Files to be available back at the Hawaii Paroling Authority within 48 hours of the request when requested.			
II. 24/7 availability of live person.			

III.	Respond to agency needs within 2 hours.			
IV.	The contractor must provide onsite training and onsite help when needed on an ongoing basis.			
V.	Maintain and provide training for the software.			
VI.	Provide technical support.			

5.4 QUALIFICATION OF STAFF

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
I. Hawaii Paroling Authority requires that all employees of the awardee needed to fulfill the contract must be HIPAA (The Health Insurance Portability and Accountability Act) certified.			
II. All employees of the awardee needed to fulfill the contract must have a criminal background check with no criminal history or conviction of any felony or any crime related to theft, gambling or involving moral turpitude. Please list full legal names and titles of each employee in the explanation section. The agency has the right to refuse services of any bidder based on the employee's technical competence or criminal background.			1) 2) 3) Etc..
III. Hawaii Paroling Authority may further conduct its own criminal background checks on all employees of the awardee needed to fulfill the contract.			
IV. The responding bidder (vendor/company) must specialize exclusively in providing document management services. Please explain other services that your company provides if any other.			

5.5 ELECTRONIC CONTENT MANAGEMENT SYSTEM REQUIREMENTS

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
I. Licensing and Deployment			
a. Concurrent User Licensing			
b. Unlimited User Access (with unique user id)			
c. Cloud Deployment and Onsite Deployment			
II. User Experience			
a. Add Organization Logo			
b. Customize Color Scheme			
c. Web Browser Based Access			
d. Customizable End User Dashboard			
e. Add /remove rearrange functions			
f. Dynamic Foldering - Set Custom Folder Structures			
g. Auto-Index and Name New Files			
h. File Viewing and Functions			
i. Integrated File Viewer			
j. View and Change Indexes			
k. Merge and Split Files			
l. Add and Remove Pages			
m. Clone Files			
n. Print, E-mail, Download			
o. E-mail as Attachment			
p. E-mail File Link			
q. Versioning			

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
r. Check-in / Check-Out			
s. Customizable Digital Stamps			
t. Digital Signatures			
u. Searchable Comments/Notes Section			
v. Search and Highlight Word or Phrase			
w. Redact			
x. Annotations			
III. Quick and Advanced Search			
a. Index Fields			
b. Full Text			
c. Full Text and Index Fields			
d. File Comments			
e. File Information			
f. GUID			
g. Type			
h. Date Created			
i. Date Modified			
j. Emails (To, From, CC, Subject, Date Sent)			
k. Boolean Search			
l. Save Search Templates			
IV. Features			
a. Graphical Workflow Designer			
b. File Retention			

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
c. Full Audit			
d. Integrated OCR			
e. Enable or Disable OCR			
f. OCR in English			
g. OCR Multiple Languages in the same File			
h. Set Multiple Compression Options			
i. Mobile Application			
j. Office and Office 365 Integration			
k. MS Outlook (native format and/or convert to pdf)			
l. Import E-mails, E-mail w/ Attachments, only Attachments			
m. Import Scheduler			
n. Task Inbox			
o. Full API			
V. Security			
a. AD Integration			
b. SSO Support - Both LDAP and SAML			
c. Audit Log			
d. Role and User Based Rights			
e. AES 256 Bit Encryption			
f. Function Rights - Cabinet, Folder, and File Based			
g. Access Rights - Cabinet, Folder, and File Based			
VI. 5+ Years experience with State of Hawaii agency for Electronic Content			

REQUIREMENT	YES	NO	IF NO, PROVIDE EXPLANATION
Management System (Please name at least one agency)			
VII. Will the services be sub-contracted?			

SECTION 6: QUESTIONS

All questions should be submitted in writing no later than November 21, 2022, 4:30 p.m. HST, to HlePRO. Any questions received will be responded via an addendum.

SECTION 7: SUBMITTAL REQUIREMENTS

In order to facilitate the analysis of responses to the IFB, vendors are required to prepare their proposals in accordance with the instructions outlined in this IFB. Vendors who deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the HPA. Proposals must include:

1. Offer Form – OF-1
2. Pricing Form – OF-2
3. Specifications section 5.1 SCANNING AND IMAGING REQUIREMENT pages 4 to 13.
4. Hawaii Compliance Express compliant certificate, or other acceptable compliance documents.
5. Certificate of Liability Insurance in the required coverages.

Facsimile and electronic versions of proposals shall NOT BE ACCEPTED. Applicants shall plan accordingly to meet the bid opening date.

Proposals shall be submitted through HlePRO.

SECTION 8: AGENCY RIGHTS

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

SECTION 9: SOLICITATION INQUIRIES

All questions regarding this IFB should be submitted through HiePRO. Please submit any questions on or before November 21, 2022. Telephone inquiries will not be accepted. The Public Safety Department will post responses to all questions received via written addendum. The identity of the vendor asking the question will not be posted. No inquiries will be accepted after the deadline. Except as provided here, respondents may not ask any questions of the Hawaii Paroling Authority personnel. The Agency reserves the right to disclose the response to questions or clarifications to other vendors. Also reserves the right to issue addenda or amendments to this IFB.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

- ASO-PC = Department of Public Safety, Administrative Services Office—
Purchasing and Contracts, 1177 Alakea Street, Honolulu, Hawaii
96813
- Bidder or Offeror = Any individual, partnership, firm, corporation, joint venture, or
other entity submitting directly or through a duly authorized
representative or agent, a bid for the good, service, or construction
contemplated.
- HRS = Hawaii Revised Statutes
- HAR = Hawaii Administrative Rules
- GC = General Conditions Form AG-008 Revised October 17, 2013 by the
Department of the Attorney General.
- IFB = Invitation for Bids
- RFP = Request for Proposals
- GET = General Excise Tax

SCOPE OF WORK

The furnishing and delivering of Document Imaging and Document Management, all in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 Rev. (10/17/13) by reference made a part hereof, and attached as Attachment C.

CONTRACT ADMINISTRATOR (CA)

For the purposes of this contract, Mr. Michael Knott or his duly appointed representative, telephone (808) 587-1309, is designated the CA.

TERM OF PERFORMANCE

The initial contract period shall be for a twelve-month period starting on December 15, 2022, or the commencement date stated on the Notice to Proceed. Unless terminated, the contract may be extended for not more than (2) additional twelve-month periods or portion(s) thereof without the necessity of rebidding, if mutually agreed in writing. The contract price for the extended period shall remain the same or lower than the initial bid price except for any increase allowed through State initiated contract modification(s).

BIDDER QUALIFICATION

Place of Business. At the time of bidding, Offeror shall have an established place of business in the State of Hawaii.

PROJECT INSPECTION

Prior to submittal of an offer, Offerors may inspect the proposed work site to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory; however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Offerors shall arrange for a project inspection with the Contract Administrator

OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding an offeror's authority to sell a product. If there is question or doubt regarding an offeror's right or ability to obtain and sell a product, the offeror should resolve that question prior to submitting a bid. If an offeror offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that offeror.

If after award, it is revealed that the Contractor is not an authorized dealer or cannot, for any reason, obtain the product under contract, then the Contractor will be obliged to deliver as detailed under the paragraph "FAILURE TO DELIVER".

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of Section 3-122-112, Hawaii Administrative Rules (HAR). Due to the immediacy of the start date, it is recommended that offeror submit the following compliance documents with their offer submittal.

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

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract. If the Offeror is, for example, a corporation, please do not insert in the space provided for the "Exact Legal Name of Offeror", the name of the person acting on behalf of the corporation.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Price. Bid Prices shall be listed on Offer Form, page OF-2 based on pick up from the State Archives to Scanning destination, upon completion and approval of batch audit, delivery to State Archives or Shred as directed, and shall include all other costs and applicable taxes. Bid shall also include, when applicable, costs for installation of accessories, modifications of unit, and instructional training in use of equipment/software.

Submission of bid shall be evidence that the Offeror understands and will comply with the specifications and special provisions herein; and the GC, included by reference and made a part hereof.

Tax Liability. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET, currently 4%. If, however, a Offeror is 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.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

AWARD OF CONTRACT

Method of Award. Award, if made, will be to the qualified responsive and responsible Offeror submitting the lowest quoted bid price

The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

Responsibility of Lowest Responsive Bidder. Reference Chapter 103D-31 O(c), HRS. If compliance documents have not been submitted to the PSD-ASO prior to award, the lowest responsive offeror shall produce documents within the deadline set by the Procurement Officer to demonstrate compliance with this section.

REQUIREMENT FOR AWARD:

Effective July 1, 2011, Pursuant to Act 190, SLH 2011 and Procurement Circular No. 2011-02, verification of vendor's compliance to HRS §103D-310(c) shall be through Hawaii Compliance Express.

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE. For all other Offerors, registering on HCE is recommended but not mandatory. Valid hardcopies of the tax clearance, LIR #27 and Certificate of Good Standing are acceptable.

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

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

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

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

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

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2012) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

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

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

1-(800) 222-3229

IRS: (808) 566-2748

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

DOTAX: (808) 587-1488

IRS: (808) 524-5950

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

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Pursuant to §103D-31 O(c), HRS, all awarded Offerors shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the PSD-ASO. A photocopy of the certificate is acceptable to the PSD-ASO.

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

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

Compliance with Section 1030-310(c), HRS, for an entity doing business in the State.

All awarded Offerors shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PSD-ASO. A photocopy of the certificate is acceptable to the PSD-ASO.

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

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

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

Contractors not electing to register on HCE, are required to submit a valid tax clearance and an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.hawaii.gov/spo. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services & Construction - Chapter 103D. HRS, menu.

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

CONTRACT EXECUTION

The successful Offeror receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

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

LIABILITY INSURANCE

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor’s subcontractors.

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

Coverage	Limits	
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate	
Automobile, if applicable	Bodily injury	\$1,000,000/person \$1,000,000/occurrence
	Property damage	\$1,000,000/accident

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

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

The Service Provider agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance and insurance policy endorsements (for additionally insured, and the Service Provider’s insurance policy shall be primary and non-contributory to any insurance maintained by the State of Hawaii) necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

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

DELIVERY

Equipment/Software furnished under these specifications shall be delivered within ten (10) calendar days from the commencement date on the Notice to Proceed to the following location:

State of Hawaii
Department of Public Safety
Hawaii Paroling Authority
1177 Alakea Street first floor
Honolulu, Hawaii 96813

Prior to delivery, the Contractor shall contact the State representative to coordinate delivery arrangements and schedule training and instruction in the maintenance and proper and safe use of the equipment. Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection, acceptance. Training and instruction in the maintenance and proper and safe use of the equipment shall be provided at no additional cost to the State and completed within ten (10) working days after delivery of equipment unless advised otherwise by the agency.

QUALITY OF EQUIPMENT

The equipment furnished under these provisions and the attached specifications shall be new and of the best quality of its respective kind and shall be completely assembled and free from defects which may render it unfit for use.

Equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of the equipment. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable supplies.

The State may, at any time, by written order, stop delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

WARRANTY

Any discrepancy discovered in the random audit of the electronically scanned file(s) from the original documents shall reject the entire "batch". Contractor shall have ten (10) working days to rescan the rejected batch, and shall be subject to another random audit. The rescanning of any rejected batch shall be done at no additional cost to the state.

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three (3) copies of the invoice to the following address:

State of Hawaii
Department of Public Safety
Hawaii Paroling Authority
1177 Alakea Street first floor
Honolulu, Hawaii 96813

Attention: Ms. Chantal James

Invoice should reference both the contract number and the IFB number.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, 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 which requires interest payment not in conformance with statute.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

RECORDS RETENTION

The Contractor and any subcontractor(s) shall maintain the books and records that relate to the contract and any cost or pricing data for three (3) years from the date of final payment under the contract.

PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the internet at <https://hands.ehawaii.gov/hands/awards>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, PSD-PPB, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

DOCUMENT IMAGING AND DOCUMENT MANAGEMENT
For DEPARTMENT OF PUBLIC SAFETY
HAWAII PAROLING AUTHORITY

Procurement Officer
Department of Public Safety
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

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 Form AG-008 Rev.(10/17/13), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check V one only)

- Options for business type: A Hawaii business, A Compliant Non-Hawaii business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Options for offeror type: Sole Proprietor, Partnership, Corporation, Joint Venture, Other

Federal I.D. No.: _____

Hawaii General Excise Tax License 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:

PRICING FORM

Please answer all sections. Please indicate \$0.00 if no charge.

SERVICES/PRODUCT	Estimated Quantity	Quoted Unit Bid Price	Estimated Total Bid Price	Comments, if any.
I. Scanning/ Imaging Cost (Please specify per page or per box. The box size is : 15" X 12" X 10").	404 boxes			
11. Shredding Cost per box.	TBD			
111. Document Management Software Cost (CLOUD BASED SERVER)- MONTHLY SUBSCRIPTION (Please specify how many user licenses are included in the explanation section based on 5 users - full access)	5 users			
IV. 10 additional users - view only access – MONTHLY SUBSCRIPTION	10 users			
V. Installation software charges	Lump Sum			
VI. Maintenance software charges	Monthly/ Annual			
VII. Training charges of 7 staff	Lump Sum			

VIII. Ongoing user support	Monthly/ Annual		
IX. Ongoing technical support	Monthly/ Annual		

OFFER FORM OF-2

OFFEROR:

Company Name

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: ~~IFB/RF~~ B23000966

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------------|-----------|
| | (check only one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | — | — |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | — | — |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | — | — |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | — | —* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103D-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)**

Reference: _____ B23000966
(Contract Number) (IFB/RFP-Number)
_____ affirms it is in
(Company Name)

compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

- 1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
- 2. Chapter 386, HRS, Worker’s Compensation Law;
- 3. Chapter 392, HRS, Temporary Disability Insurance;
- 4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

**ATTACHMENT A
FREQUENTLY ASKED QUESTIONS
FOR
DOCUMENT IMAGING AND DOCUMENT MANAGEMENT**

1. Would it be possible to visit your site to review the documents subject to this bid
 - If no, can we get samples of each file category or document type

Upon scheduling an appointment via email to michael.d.knott@hawaii.gov, a potential bidder may inspect a representative box of records at the Alakea Street office of HPA.

*1177 Alakea Street, 1st Floor
Honolulu, Hawaii 96813*

2. Will the State of Hawaii be responsible for pulling and boxing the documents for conversion

The winning vendor will be responsible with the pulling of boxes from State Archive but will have to coordinate with Hawaii Paroling Authority for necessary approval from PSD (Department of Public Safety) and State Archive.

3. Will the State of Hawaii provide an inventory list of all documents prior to shipping to vendor

HPA can provide the winning vendor with the spreadsheet of the Archive documents.

4. When original or copies of documents are not clear to be scanned what is the process

Scan the document anyway using the image quality (an option of making document darker), if it doesn't work, write a note stating "document received not clear, scanned as is"

5. How often will the State of Hawaii request documents that are in the Vendor's possession

It varies, for example, when Administrator needs to respond to any letter, case or inactive client files become active.

6. How many documents (number of pages) at one time will be requested by the State of Hawaii while the documents are at the Vendor location

It varies per case.

7. Will the State of Hawaii assign a daily primary contact person (PM) for questions/concerns/exceptions

Yes

8. Do you know at this point how many fields you will require for the indexing for each category or document type

4 indexes

9. How many characters per field will there be on average for indexing for each category or document type

40 or more

10. Will the State of Hawaii provide a database or metadata containing the index values required for each document category or document type

No, but HPA can show a sample folder with categories.

11. What is the percentage of double-side pages per category

Unknown

12. What is the total number of files per category

It varies per case.

13. What is the average number of pages per file per category

It varies per case

14. What are the mix of document sizes within each category

Majority will be letter size. Some legal size documents & envelopes

15. Is there any special handling needed on any of the documents

All documents to be scan should be CONFIDENTIAL and handle with extra care

16. Will PDF searchable files be required to be separated or split into multi-page files per document type

Yes. Documents are scan by category

17. Is there a limited annual budget that the State of Hawaii is expecting to use for this project and can this be disclosed

Yes, budget is limited to \$65,000.00.

18. Is the State of Hawaii looking to have all documents picked up or in phases

Yes. Arrangements can be made with approval through PSD and State Archive

19. What is the timetable schedule expected by the State of Hawaii for completion

12 months or less

20. What constitutes color scanning – can this be clearly defined and explained

Some documents are hi-lighted in different colors plus the date and time stamp. If documents in color, it can be scan in black and white, provided it is still readable.

21. Can documents be placed back in the file with bar code sheets and rubber banded - or do you need complete re assemble back to original condition including place back on prongs, etc?

Please refer to Section 2 – Project Description on the Invitation for Bids.

22. What are the estimated pages per folder?

It varies per case.

23. Does the vendor needs to re-staple the files after scanning?

Yes

24. What are the estimated number of boxes to be shredded (page 20, OF-2)?

It varies.

25. Can HPA provide a database that we can pull the rest of the information? For example:
By typing the SID number, can we pull the rest of the index field like the first name and last name?

We can provide the excel spreadsheet with password to the awarding vendor with proper authorization

26. Is Dokmee the mandatory required software management for this IFB?

Yes, Dokmee is the current document management system in place.

27. If Dokmee is the mandatory software, could the vendor bid only on the document scanning side of the IFB?

No

28. If Dokmee is the mandatory software, which Dokmee edition is currently being implemented?

Version 4.7.2

29. If Dokmee is the mandatory software, is there a reoccurring software subscription fee that the new vendor has to pay on the monthly or annual basis?

Maybe

30. 5.2, 1, Can another document management program other than Dokmee be offered?

Dokmee is the current software and is preferred.

31. 5.2, II, Does "open architecture" mean that scanned images and data must be non-proprietary and able to migrate to another document management system?

Yes.

32. 5.2, XI, What does "from the interface of external application link" mean? What applications would need the link?

Microsoft Office 2010 or higher, Acrobat/Adobe.

33. 5.2, XIV, What does "on screen interfacing with multifunctional product" mean?

To be able to print and scan from multi-functional device.

34. 5.2, XVI, Does e-mail management mean being able to store and view e-mail messages and attachments? What e-mail formats will be required?

Yes, PDF format.

35. 5.3, II, What kind of support will be required 24/7? Will there be users regularly on the system 24/7?

Technical support from 8:00 am -5:00 pm Hawaii time will be required not 24/7. No users on the system 24/7.

36. 5.3, IV, What is the amount, time limit and ending date of onsite training and help? Is this billable as needed or as projects?

Please refer to RFP, page 20, Offer Form page OF-2: Item VII – Training charges of 7 Staff. The date and time shall be determined by the Contract Administrator.

37. 5.3, V, What is the amount, time limit and ending date of training for the software? Is this billable as needed or as projects?

Refer to response to Question No. 37.

38. 5.3, VI, What is the period of time for technical support?

8:00 am -5:00 pm Hawaii time.

- 39. 5.4, I, Who will certify that employees are HIPAA certified? What organizations are approved to certify HIPAA compliance?**

There are a number of companies that offer HIPAA compliance certification, you can search the web for "HIPAA compliance certification".

*Add on – LOST OR DAMAGED ITEM(s) /FIRE
Kindly insert what recommended provision regarding this are.*

ATTACHMENT B
General Conditions

