

INVITATION FOR BIDS (IFB) NO. 20-0208  
TO PROVIDE  
SCANNING AND INDEXING SERVICES  
FOR  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

DECEMBER, 2019

BOARD OF REGENTS  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

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**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.**

## NOTICE TO BIDDERS

The University of Hawaii IFB No. 20-0208, to Provide Scanning and Indexing Services for the University of Hawaii will be issued and awarded through the University's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., January 10, 2020.** Bids received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HlePRO. Bidders are solely responsible for ensuring that their electronic submission is complete and all necessary files are attached to their bid prior to the IFB due date and time. The University shall not be responsible for any delay or failure of any Bidder to submit any materials updated through the IFB process on a timely basis.

### **Electronic Procurement**

The University is utilizing the Hawaii Electronic Procurement System (HlePRO) to solicit bids for this service electronically. Bidders interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: [https://hiepro.ehawaii.gov/videos/video/vendor\\_registration.html](https://hiepro.ehawaii.gov/videos/video/vendor_registration.html). Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record to issue the IFB, receive Bids, issue Amendments and make award for the IFB. Amendments and other information and materials shall be provided through HlePRO, including additions or changes with respect to the due date and time. Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this IFB through reference. Bidders shall review all special instructions located in HlePRO.

### **Questions and Clarifications**

All questions must be submitted electronically through HlePRO. Questions must be submitted by **January 3, 2020**. Responses will be posted on **January 7, 2020**.

The identity of potential Bidders will not be published with the answers, but the text of the questions will be restated, to the extent possible, to exclude information identifying potential Bidders. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

### **Electronic Bid Form**

Bidders are required to submit bid prices electronically through HlePRO. The unit pricing entered and submitted as part of Bidder's electronic submission will be calculated to constitute their official total bid price and Bidders will not be allowed to submit corrections after the IFB due date and time. All bid prices shall be inclusive of all state and local taxes and other applicable fees.

The University is not responsible for any errors in bid calculations or extensions not attributed to a system error. In the case of a mistake in price, unit price(s) shall govern. Bidders uncomfortable with the electronic bid format and/or their electronic submission may include a written attachment with their bid response to support their intended pricing.

**Required Information**

This solicitation contains Forms and Attachments that bidders must download (open, save, or print documents(s) on their own computer system), enter pricing where indicated, complete any other required information, sign all appropriate forms, and attach (upload) the completed forms to the HlePRO online response.

- Business Classification Certification Statement
- ATTACHMENT A – Information Required from Bidder
- ATTACHMENT B - Wage Certificate
- ATTACHMENT C - Signature Page

David Lassner  
President, University of Hawaii

Posting Date: December 20, 2019

***Contractors are responsible for notifying the Procurement Specialist Michele Elmore (e-mail: [mselmore@hawaii.edu](mailto:mselmore@hawaii.edu)) for accessibility concerns (including those related to attachments or other solicitation/award documents) or to request accommodations for persons with disabilities in connections with this IFB.***

**BUSINESS CLASSIFICATION CERTIFICATION STATEMENT**

**Contractors:** Please complete the following information below. If you answer "No" to question No. 1, complete the certification portion and submit together with your bid document or quote.

(Terms used are taken from the Small Business Administration Rules and Regulations and the Federal Acquisition Regulation [FAR].) (Reference Section A on the reverse side of this form for Category Descriptions.)

This is to certify that the company identified below:

1. \_\_\_\_\_ IS a **small business** as defined in the Small Business Administration regulations.  
(see reverse for size standards).  
  
\_\_\_\_\_ **IS NOT** a small business as defined in the regulations.  
**(If you checked here, STOP, GO TO CERTIFICATION BELOW.)**
2. \_\_\_\_\_ IS a **small disadvantaged business concern** and is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-NET).
3. \_\_\_\_\_ IS a **women-owned small business concern** of which at least 51% is owned, controlled, and managed by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women.
4. \_\_\_\_\_ IS a **HUBZone small business concern** that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
5. \_\_\_\_\_ IS a **veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more veterans; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans.
6. \_\_\_\_\_ IS a **service-disabled veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more service-disabled veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans as defined in 38 U.S.C. 101 (16).

**CERTIFICATION:**

I hereby certify the information supplied herein to be true and correct.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Officer

Type of Goods/Services: \_\_\_\_\_

\*NAICS Code: \_\_\_\_\_

Company Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Any misrepresentation shall be subject to the provisions stated in item B on the reverse side.

\* North American Industry Classification System (NAICS)

- A. "SMALL BUSINESS" SIZE STANDARDS FOR FEDERAL SUB-CONTRACTORS. Small business size is determined by the primary NAICS Code. See Title 13 CFR, Part 121 to determine your NAICS Code and the threshold for determining small business (revised as of January 1, 2004).

A "small business" is a concern including its affiliates, which is independently owned and operated. It is not dominant in the field of operations in which it is selling goods and services to a federal contractor. It meets the following size criteria for its particular industry:

1. CONSTRUCTION TRADES - "Small" if average annual receipts for preceding 3 years do not exceed \$12 million.
2. CONSTRUCTION, GENERAL CONTRACTORS - "Small" if average annual receipts for preceding 3 years do not exceed \$28.5 million.
3. MANUFACTURING - "Small" if 500 employees or less, except for some specific products which will increase the complement of employees to 750 and 1,000, respectively.
4. TRANSPORTATION - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:  
  
\$21.5 million – general freight trucking, local.  
\$3 million – travel agencies.
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS - "Small" if 100 employees or less.
6. RETAIL TRADE - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific products:  
  
\$6 million - lumber and building materials, paints, hardware.
7. SERVICES - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
  - a. \$21 million – computer systems design services, custom computer programming services.
  - b. \$10.5 million - refuse collection, protective guard services.
  - c.. \$14 million - janitorial services.
  - d. \$21.5 million - passenger car rental
  - e. \$21 million – office Machinery and equipment rental & leasing
  - f. \$6 million - general automobile repair, refrigeration & air conditioning.
8. ALL OTHER TYPES OF BUSINESS - "Small" if 500 employees or less.

Where firm sizes are determined by annual receipts, and the concern is less than 3 complete fiscal years old, its total receipts means for the period it has been in business, divided by the number of weeks, including fractions of a week, and multiplied by 52.

- B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Act.

## BID INFORMATION

### ELECTRONIC BID

Business Classification Certification Statement, ATTACHMENT A – Information Required from Bidder, ATTACHMENT B - Wage Certificate, and ATTACHMENT C - Signature Page requested in response to this IFB will be part of the electronic submission through HlePRO and those items and descriptions are incorporated herein and made a part of this IFB through reference.

### TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

### BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL BASIC BID AMOUNT**.

### NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

Bidders are required to provide any remittance addresses that differ from the address provided in the Information Required From Bidder as part of their bid submission.

PRICE ADJUSTMENTS TO WAGE RATES

Presently, there are no wage rates for public employees performing work similar to that required in the contract. In the event wage rates for public employees performing similar work are established during the term of the contract, the University extends the Contractor the right to request adjustments to the contracted price based on the wage rates for public employees performing similar work subsequent to bid opening, provided the request is made in writing to the University. The University shall allow requests from the effective date of the established wage rates provided the Contractor designates in bid form that the work his employees perform under this contract is similar to that performed by public employees and provided further that the Contractor documents to the satisfaction of the University that he has paid his employees for similar work. Any approved additional compensation reflecting changes to the prevailing wages shall be reflected in a modification to the contract.



INFORMATION REQUIRED FROM BIDDER

Bidder is required to furnish the following information as part of the bid submittal. The University reserves the right to reject the bid submitted by any bidder who does not provide complete information, whose performance on other jobs has been unsatisfactory, and who does not demonstrate that they can comply with the terms and conditions of the bid.

1. Place of Business in Hawai'i: \_\_\_\_\_  
 Name of Company  
 \_\_\_\_\_  
 Street Address  
 \_\_\_\_\_  
 City, State, and Zip

2. Bidder's Principal Location:  
 (if different from place of business) \_\_\_\_\_  
 Street Address  
 \_\_\_\_\_  
 City, State, and Zip

3. Number of years of experience providing scanning and indexing services: \_\_\_\_\_

4. **References: Companies similar in size to the University of Hawaii where multiple scanning and/or indexing services are/were provided at multiple locations concurrently. One of the references should demonstrate experience with the OnBase System.**

<u>Name of Firm</u>	<u>Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1.			
2.			
3.			

\_\_\_\_\_  
 PRINTED NAME OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
 SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
 TITLE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 CONTACT TELEPHONE NUMBER

WAGE CERTIFICATE

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(To be filled in by prospective bidder)

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

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(IF BY INDIVIDUAL)**

NAME (Signature)

TYPED NAME

SOCIAL SECURITY NUMBER

D.B.A.

FEDERAL TAXPAYER IDENTIFICATION NUMBER

ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

**(IF BY PARTNERSHIP)**

OFFICIAL/LEGAL NAME OF FIRM

FEDERAL TAXPAYER IDENTIFICATION NUMBER

NAME (Signature)

TYPED NAME

PARTNER

EMAIL ADDRESS

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

**(IF BY CORPORATION)**

OFFICIAL/LEGAL NAME OF COMPANY

FEDERAL TAXPAYER IDENTIFICATION NUMBER

\*OFFICER (Signature)

TYPED NAME

TITLE

ADDRESS OF COMPANY

CITY

STATE

ZIP CODE

(SEAL)

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

IF LICENSED OR INCORPORATED TO DO BUSINESS WITHIN THE STATE OF HAWAII AND SUBJECT TO THE PROVISIONS OF THE HAWAII GENERAL EXCISE TAX LAWS, INDICATE GENERAL EXCISE TAX LICENSE NUMBER \_\_\_\_\_.

\*Please attach to this page evidence of the authority of this officer to submit a bid on behalf of the corporation, giving also, the address and names and addresses of the **other officers**.

**NOTE:** FILL IN ALL BLANK SPACES WITH INFORMATION ASKED FOR OR BID MAY BE INVALIDATED.

## TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for Scanning and Indexing services required by the University of Hawaii. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

### 1. GENERAL PURPOSE

The University of Hawaii is soliciting for qualified bidders to provide as needed scanning and indexing services for the University of Hawaii System and its 10 campus(es). The intent is to award a fixed-price contract for an indefinite amount of services to be furnished at specified times throughout the contract term, through individual task orders submitted by each participating campus/office. Each task order may include indexing and/or scanning services and include a description of the files and their location. The University approximates that upwards of 5,000,000 pages could be scanned in association with this contract. The University has identified 4 common set indexing projects collectively totaling an approximate 1,000,000 pages that intend to be satisfied through the resulting contract.

This is not a requirement contract and individual campuses or offices can elect to solicit separately for their individual scanning or indexing projects if they believe better pricing or service can be obtained.

Travel costs are not included. However, for neighbor islands, it should be noted that the University may only reimburse for air travel other than first class and for reasonable hotel accommodations. Meals and incidentals shall not be charged to the University. Travel estimates are required to be provided for each neighbor island task order.

### 2. SCOPE OF SERVICE

Contractor shall provide all necessary equipment, materials, personnel, and supplies as required to prepare documents for scanning and/or indexing, perform the actual scanning and/or indexing, review scanned and/or indexed material for quality assurance, reassemble the documents, and return documents to their office in the condition in which they were received unless otherwise agreed upon prior to scanning and/or indexing.

Contractor must have the capability to process multiple task orders at multiple sites concurrently.

Contractor shall have database development capabilities that can capture keyword information for various document types so the process to scan, tag and index documents can be automated to mitigate data entry errors.

Contractor shall create a file of all digitized documents and place them on secure media along with the index file(s) delivered in a SQL server compatible format and as defined by the University.

- A. **Task Order.** This step ensures that both the Contractor and participating campus/office are aware of the individual information and retrieval requirements of each order. Task orders will be in written form and must contain the following elements which are agreed to by both parties:

- a. Summary and Overview including:
  - i. Description of project
  - ii. Description of files
  - iii. Location of files
  - iv. Estimated number of files
- b. Associated Tasks and Deliverables
  - i. Indexing Requirements
  - ii. Scanning Approach and Milestones
- c. Overview of Timeline and Resources (Including personnel requirements)
- d. Cost Schedule (Based on contract bid rates)
- e. Acceptance and Completion Criteria
- f. Assumptions

## **B. Indexing.**

The Contractor shall work with the project lead for each task order to ensure that scanning batches are indexed appropriately at the document and/or file level based on the indexing requirements of the task order. Contractor shall have processes in place to efficiently and appropriately lead the University through the indexing process.

The intent of indexing is to allow for the easy retrieval of scanned documents through the identification and definition of all document types, keywords, classifications, naming conventions and other associated meta data associated with the project. Bidders shall have experience indexing complex, multi-document batches for government and/or higher education customers.

## **C. Locations.**

The Contractor shall retrieve all boxes of documents to be scanned from each office identified in the task order document. The University will be open to the Contractor providing scanning and/or indexing services either on-site or off-site at facilities owned or operated by the Contractor. If Contractor elects to provide scanning and/or indexing services offsite, they will be responsible for transporting the documents to and from their location in a secure manner.

Documents that are marked as sensitive must not be left alone or unsecured at any time unless otherwise stated in the task order.

## **D. Document Preparation.**

- 1) Contractor will ensure that all documents are properly prepared for scanning. They will ensure:
  - Removal of staples, clips, and other types of binders.
  - Sticky notes do not obscure content on the document pages. Notes that obscure the content shall be reviewed by the customer to determine if they should be scanned on a separate page.
  - Handle and prepare fragile and damaged pages carefully for scanning.
- 2) Contractor will advise the University if removing bindings on a document would irreparably damage the document (e.g., glue binding) to determine any special handling requirements prior to the start of the project.

- 3) Contractor shall notify the University during the preparation process of any missing pages or pages that are out of order. Files should be re-ordered in forward chronological order (latest file in front) prior to scanning.
- 4) Contractor shall be responsible for scanning any loose sheets associated with that document in the same order as the physical document to include sheets larger than 11" x 17" in size. Upon completing the scanning, Contractor shall return the loose sheet to the correct document with the correct folder.

E. **Scanning:** Scanning may include pages or documents of varying sizes.

The related costs of preparing and reassembling the documents and creating Full Text Searchable Document Format (PDF/OCR) file for each scanned document or batch of documents shall also be included.

1) Scanning services shall include:

- a. Scan pages on both sides (duplex) as grayscale, 300 dpi PDF/OCR image files.
- b. Delete blank pages and exclude from count as a scanned page.
- c. Scan any pages with any, writing, drawing, marks, etc.
- d. Accommodate documents that are larger than 11" by 17". Document types will primarily include 8.5" x 11" reports, memoranda, and historical source materials; however, there may be documents that are larger, smaller or odd shaped.
- e. Be able to accommodate paper that are fragile (onion skin in nature) so as not to damage the original.
- f. Scan color photos, graphs, and drawings including colored text.
- g. Visually review every page for legibility, clarity and orientation. If necessary, re-scan pages as needed depending on the condition of the original hard copy.
- h. Make the University aware of any pages that require special consideration.
- i. Store all digitized documents onto a secure media along with all index files associated with this scanning engagement.
- j. Provide an update on the number of pages scanned and associated cost at the end of each month.

2) Specifications for scanning all documents are as follows:

- a. 300 dpi resolution for documents.
- b. Files saved as an OCR PDF.
- c. Documents scanned at 256-bit grayscale or 24-bit color as applicable.

3) Contractor shall scan and create digitized files in such a way as to allow the University to print the entire document or selected pages from the digitized file.

F. **Review:** The services provided and the scanned digital images produced shall be of the highest caliber workmanship and free of defects. Contractor will perform these services and capture the digital images in accordance with the best standard industrial practices used for these services and following the American National Standards Institute (ANSI) and Association for Information and Image Management (A.1.1.M.) standards as applicable.

- 1) The University reserves the right to evaluate the quality of all scanned images and related indexes. If the University inspects the work and deems portions of the deliverable as defective or unsatisfactory the Contractor will correct the deficiency at no additional cost to the University and prior to the Contractor requesting payment on the applicable increment.
- 2) The term "defective" shall include, but is not limited to, the following:
  - a. Any image produced by the Contractor that shows extraneous marks, residue, water spotting, dirt and/or dust, fingerprints, scratches and/or abrasions unless said marks are present on the original.
  - b. Pages scanned out of order.
  - c. Improper spacing between images.
  - d. Density uneven throughout individual images.
  - e. Images that are blurred; too light or dark to be seen or to print out clearly on the equipment available to University; distorted images; images out of alignment or crooked; incomplete images; or duplicate images; images out of sequence.
  - f. Lack of defining and associating scanned documents with related fields, metadata tags, and indexes.
- 3) Contractor shall be responsible for verifying that the sheets scanned, by document or batch, match the tally on scanner's computer and shall inspect the scanned images to ascertain if the images are acceptable and in accordance with the quality standards set by this Scope of Services or by prevailing standards prior to requesting a review by the University.

#### **G. Post-Scanning.**

- 1) After completion of scanning the documents and configuring the metadata index information for retrieval, the Contractor shall be responsible for reassembling the documents in the same manner received and in the respective folder and boxes unless otherwise directed by the University. Contractor may clip together documents that were comb-bound when finished.  
  
Note: Cost to re-staple, replace clips and other binding to be included at the University's option based on rates provided under this agreement.
- 2) Completed documents shall be marked to indicate completion of scanning in a manner to be determined in coordination with the University. A record of all items scanned will be provided electronically in an agreed upon secure format.
- 3) Contractor will create and deliver file(s) of all digitized documents and place them on secure media along with the index file(s) in a SQL server compatible format and as defined by the University. The digitized documents must be compatible with the University's OnBase system and conform to the standards for indexing and retrieval.
- 4) Upon completion of the scanning process, the Contractor will return the scanned documents in the boxes as received. The Contractor shall be responsible for moving or transporting the boxes to the scanning area and returning them to the respective

University Office via the Contractor's designated employee(s) or agent. This person will also be the Contractor's contact to answer any questions from the University.

H. **Hardware/Software.** The Contractor shall be responsible for providing the resources, equipment and software required to deliver on this engagement to include any automated means of capturing keywords/indexes. The Contractor shall store the digitized files on secure media and in a secure environment.

3. DEFECTIVE AND/OR REJECTED SERVICES

The University reserves the right to reject any scanned images provided by the Contractor that do not conform to specifications and requirements. The University will not accept any scanned document considered to be of inferior quality. It will be the Contractor's responsibility to resolve any problem(s) and/or repeat the scanning process without additional expense to the University. Contractor should not construe any payment(s) as acceptance of defective scans.

4. LOST OR DAMAGED ITEM(S)

The University shall convey all documents to the Contractor who will ensure that measures are in place to protect the University's documents. In the event of loss, damage, misfiling or failure to track a document, the Contractor and the University shall negotiate a workable plan to correct such incident. Any damage attributed to the Contractor's negligence will require that they replace, if possible and to the satisfaction of the University, any document(s) lost or irreparably damaged.

5. TIMELINE

The required delivery time will be determined by the agreed upon task order to meet each University Office's requirements.

6. ACCEPTANCE AND PRIORITY

Task orders submitted to the Contractor may require discussions prior to execution. No costs associated with discussions or drafting task orders will be allowed. The Contractor shall be responsible for managing and executing multiple task orders with overlapping timelines. In the event that the vendor is unable to meet the timeline of a request due to an existing order, the closest alternative date to start work shall be given. Any task order that is not accepted by the Contractor must be submitted to the contract administrator for reporting purposes.

7. CONTACT INFORMATION

Any Contractor who requires additional information or who would like to examine the documents should contact Jorge Gonzalez, IT Manager – Office of Systems Integration, at 956-6372.

**All questions pertaining to the Technical Specifications shall be directed to Jorge Gonzalez, IT Manager. Telephone (808) 956-6372 or email [jorge.gonzalez@hawaii.edu](mailto:jorge.gonzalez@hawaii.edu).**

**Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to, or requests for clarification, of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement and Real Property Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.**



## SPECIAL PROVISIONS

### 1. SCOPE

The Providing of Scanning and Indexing Services for the University of Hawaii, Honolulu, Hawaii shall be in accordance with the terms and conditions of IFB No. 20-0208 and the General Provisions dated September 2013 included by reference. The General Provisions may be viewed at: <http://www.hawaii.edu/oprpm/docs/GP0913.pdf>

### 2. AUTHORITY

IFB No. 20-0208 is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

### 3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Jorge Gonzalez, telephone (808) 956-6372, [jorge.gonzalez@hawaii.edu](mailto:jorge.gonzalez@hawaii.edu).

### 4. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$25,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawai'i Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officer and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawai'i Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid to public officers and employees for employees for similar work.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

### 5. NOTIFICATION TO CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES

Contractor shall be obliged to notify its employees performing work under this contract of the provisions of 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business which is accessible to all employees or the Contractor may include such notice with each paycheck or pay envelope furnished to the employees.

### 6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned throughout the fault or negligence of the University.

7. REQUIREMENTS

The quantities shown in the Bid Form are for bid purposes only and should not be considered firm. In the event that the University's requirements for scanning and indexing services do not materialize in the estimated quantities, such event shall not constitute the basis for an equitable price adjustment under this contract. All task orders issued under the resulting contract shall be done pursuant to the Contractors bid rates.

8. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 10, ESCALATION CLAUSE, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year upon NINETY (90) days' prior written notice.

9. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to the contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE-HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

10. PRICE VARIANCE FOR UNUSUAL REQUIREMENTS

The Contractor shall be allowed to submit with any task order proposal a price variance request for unusual or extremely complex requirements. Variance must be applied to the most appropriate unit price for the specifications and shall not exceed 25% with a cap of \$5,000 for the aggregate task order cost. Requests must be submitted in writing and include justification for the increase. Unusual requirements may include complex shapes or extremely large document sizes that warrant special care or machinery that incur additional costs beyond those associated with traditional scanning/indexing at the sizes indicated in the bid form. Additionally, unusual requirements may include extremely complex indexing requests that add unforeseen costs associated with custom data architecture or engineering (this does not include tedious data entry). The University/department official that will execute the task order or designee, will be responsible for determining if the justification is reasonable. Variance requests will not be granted to account for cost factors unrelated to the unusual specifications of a task order.

11. ESCALATION CLAUSE (WAGES)

If a Civil Service position is identified for these services and the prevailing wage rates for State Civil Service workers performing similar work are increased after the start of the contract, the University shall allow the Contractor to adjust the contract price not more than the percentage increase granted to State Civil Service workers performing similar work. Price adjustment shall be made through modifications to the contract for the difference upon request of the Contractor who shall be responsible for providing documentation (to the satisfaction of the University), that

the Contractor had paid employee wages not less than that that paid to public employees doing similar work during the period of the contract. This clause, however, shall be voided in the event Section 103-55, Hawai'i Revised Statutes is repealed or modified so that the section of the statutes is no long applicable to this contract.

12. TERMINATION OF CONTRACT

In addition to any other right to terminate this contract herein specified, the University reserves the right to terminate this contract when it determines that the Contractor has failed to comply with the requirements of this contract or has failed to provide satisfactory service.

13. PAYMENT

The Contractor shall be remunerated after acceptable performance of the work requested and provided for in each approved task order. The Contractor shall submit an original and ONE (1) copy indicating the contract number to the respective University of Hawai`i campus/office that requested the Task Order.

14. INSURANCE

The Contractor shall maintain in full force and effect during the entire term of this contract, insurance to protect the Contractor and its subcontractors, if any, from claims which may arise from operations under this contract. If any subcontractor is involved in the performance of this contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage and limits shall be provided by Contractor, including subcontractor where appropriate:

<p>Commercial General Liability to include coverage for: Independent Contractor, products and completed operations, blanket contractual liability, personal and advertising injury</p>	<p>Bodily Injury and Property Damage Combined Single Limit: \$1,000,000 per occurrence \$2,000,000 aggregate</p> <p>Products/Completed Operations: \$1,000,000 per occurrence \$2,000,000 aggregate</p>
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been made during the applicable policy period.	
Comprehensive Automobile insurance covering all vehicles, owned and non-owned, hired and leased. This insurance shall include coverage for automobile contractual liability and all coverages required by Hawai`i law.	Bodily Injury \$1,000,000 per person \$1,000,000 per occurrence  Property Damage \$1,000,000 per occurrence

The University shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require the Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify the Contractor in writing of changes in the insurance requirements; and if the Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to the Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

The Commercial General Liability insurance policy - the Errors and Omissions/Professional Liability insurance policy and the Network Liability insurance policy required of the Contractor, including any subcontractor's policy, shall contain the following clauses:

- A. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the University of Hawai`i."
- B. "The University of Hawai`i, its officers, agents and employees are added as additional insured as respect to operations performed for the University of Hawai`i."
- C. "It is agreed that any insurance maintained by the University of Hawai`i and/or the State of Hawai`i will apply in excess of, and not contribute with, insurance provided by this policy."

Clauses B and C are waived for any professional liability/errors and omissions liability insurance.

The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire selection term, including all extended periods exercised.

The Contractor agrees to deposit with the University of Hawai'i, certificates of insurance necessary to satisfy the University that the insurance provisions of this agreement have been complied with and to keep such insurance in effect and the certificates therefore on deposit with the University during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the University, the Offeror shall be responsible for furnishing a copy of the policy or policies. The certificate for the Offeror's Errors and Omissions/Professional Liability policy shall state that a waiver of subrogation in favor of the University has been endorsed onto the policy. The insurance certificate shall indicate that the liability assumed by Offeror has been specifically insured under the contractual liability section of the Errors and Omissions Insurance/Professional Liability Insurance policy.

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

15. ADVERTISING

The Contractor agrees not to use the existence of this contract or the name of the University of Hawai'i as part of any commercial advertising.

16. DATA SHARING PROTECTIONS AND REQUIREMENTS

Incorporated herein, the Contractor acknowledges and agrees to the University's DATA SHARING PROTECTIONS AND REQUIREMENTS, Appendix A.

## DATA SHARING PROTECTIONS AND REQUIREMENTS

### 1. Definitions.

Agreement. “Agreement” refers to that agreement between the University of Hawaii (“University”) and the Vendor (as hereinafter defined) to which these Data Sharing Protections and Requirements is attached.

Data. “Data” is defined as information or data elements that are created, received, maintained, and/or transmitted by the University in the course of meeting its administrative and academic requirements and includes, without limitation, non-public information, student data, metadata, and user content. Data may fall into one of four data classification categories, as set forth in the University’s Executive Policy EP 2.214, which definitions are incorporated herein by reference.

De-Identified Data. “De-Identified Data” is Data that excludes all direct personal identifiers such that the identity of any individual is not recognizable. At a minimum, all of the following personal identifiers must be removed to constitute De-Identified Data:

1. Names;
2. Geographic information (e.g., address, city, county, zip code, precinct);
3. Dates related to an individual (e.g., birth date, admission date, discharge date, death date, all ages over 89);
4. Phone number;
5. Fax number;
6. Email;
7. Social security number (SSN);
8. Medical record number;
9. Health plan beneficiary number;
10. Account numbers;
11. Certificate/license numbers;
12. VIN and license plate numbers;
13. Device IDs and serial numbers;
14. URLs;
15. IP address;
16. Biometric identifiers;
17. Full face photos and comparable images; and
18. Any other unique number, characteristic, or code.

PII. “Personally Identifiable Information” or “PII” is any information identified as personally identifiable information under the Family Educational Rights and Privacy Act of 1974 (“FERPA”) or applicable state law.

Vendor. "Vendor" shall refer to the party who is contracting with the University to receive Data from the University, including all of its officers, employees, agents, and representatives.

2. Identification of Data. The University shall transmit only the following Data pursuant to this Agreement: \_\_\_\_\_.
3. Purpose of Data Sharing. The Data shall be used only for the following purpose(s) and for no other purpose(s) without the prior written consent of the University, which may be withheld in the University's sole discretion: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
4. Ownership of Data. The University shall maintain ownership of the Data, and all proprietary rights to the Data, including intellectual property rights, shall be and remain in the University.
5. Transmission of Data. All Data transmitted hereunder shall be by secure means and shall be encrypted.
6. No Warranties. The University makes no representations or warranties of any kind or nature, express or implied, regarding the Data, including, without limitation, its quality or fitness for any particular purpose. In no event shall the University be liable for VENDOR's use of the Data as set forth herein.
7. Data Confidentiality. VENDOR shall treat the Data as confidential and shall implement appropriate measures designed to ensure the confidentiality of the Data, including, without limitation, restricting access to only personnel who require such access and the use of such Data to perform the activities permitted hereunder and requiring personnel with access to the Data to sign written confidentiality agreements.
8. Network Security. VENDOR shall maintain network security sufficient to protect the Data and in conformance with generally recognized industry standards and best practices, including, without limitation: (a) network firewall provisioning; (b) maintaining patched environments with appropriate security updates; (c) intrusion detection; and (d) regular (three or more annually) third party vulnerability assessments.
9. Application Security. VENDOR shall maintain and regularly update its software such that applications remain secure from vulnerabilities identified in updates, upgrades, and bug fixes.
10. Data Security. VENDOR shall implement measures to secure the Data including, without limitation: (a) ensuring the transmission and storage of Data by secure means, including



encryption of all Data; (b) maintaining the Data on designated secure servers; (c) prohibiting the storage of Data on portable or laptop computing devices or similar mediums unless that medium is used as part of a backup and recovery process; (d) requiring the storage, backup, and network paths utilized for the Data be contained within the United States; (e) adopting policies to secure the Data from unauthorized access and to address breaches; (f) transmitting, storing and processing the data in accordance with industry best practices; and (g) conducting regular (three or more annually) risk assessments.

11. Disclosure to Third Parties Prohibited. VENDOR shall not reveal, transmit, exchange, or share the Data with third parties unless VENDOR has obtained the University's prior written consent; provided, that if VENDOR obtains the University's prior written consent, VENDOR shall enter into a written agreement with such third party that requires and ensures that the third party maintain at least the same level of Data protection, security, confidentiality, and indemnification as is required of VENDOR herein.

12. De-Identified Data Requirements.

a) No Re-Identification. VENDOR shall not take any steps to re-identify De-Identified Data, and shall ensure that all personnel do not re-identify De-Identified Data. In the event that De-Identified Data is re-identified, whether intentionally or inadvertently, VENDOR shall promptly notify the University within forty-eight (48) hours of discovery, take all measures necessary to protect and secure any PII, assume financial responsibility for any potential or actual breach or exposure, and fully indemnify, defend, and hold harmless the University, as further set forth herein. VENDOR shall not utilize any re-identified De-Identified Data or PII to contact individuals. Re-identification of De-Identified Data shall be grounds for immediate termination.

b) Publication of De-Identified Data. In the event VENDOR desires to include De-Identified Data in any publication, VENDOR shall provide a copy of such publication to the University and obtain the University's prior written consent, which may be withheld in the University's sole discretion.

c) Use of Large De-Identified Data Groups. De-Identified Data shall not be transmitted or used in groups of fewer than ten (10) Students, so as to protect against the potential re-identification of individuals.

13. Destruction of Data. Upon termination of this Agreement, written request from the University, or cessation of any need for the Data, whichever occurs first, VENDOR shall erase, destroy, and render unreadable all Data provided to VENDOR under this Agreement, in a manner that prevents reconstruction or re-identification of such Data. Within thirty (30) days of a request from the University, VENDOR shall provide written certification that these actions to erase, destroy, and render unreadable all Data have been complied with.

14. Compliance with Applicable Laws. VENDOR shall observe and comply with all applicable laws, statutes, ordinances, orders, directives, rules, and regulations, now or hereafter made by any governmental authority (“Applicable Laws”) regarding data security and protection.
15. Compliance with Applicable University Policies. VENDOR shall observe and comply with all applicable University policies, including, without limitation, Executive Policy EP 2.214 (Institutional Data Classification Categories and Information Security Guidelines) and Executive Policy EP 2.215 (Institutional Data Governance) and Administrative Procedure AP 7.022 (Procedures Relating to Protection of the Educational Right and Privacy of Students).
16. Data Breach. VENDOR shall comply with all Applicable Laws, including without limitation, Hawaii Revised Statutes 487N, requiring notification in the event of the unauthorized release of PII or Data, or other event requiring notification. Upon the occurrence of such event, VENDOR shall (a) notify the University by telephone and email within forty-eight (48) hours of discovery, (b) assume financial responsibility and liability for the unauthorized disclosure, release, exposure, and/or breach, and (c) fully indemnify, defend, and hold harmless the University, as further set forth herein. VENDOR shall pay all such associated costs necessary to address and provide relief of and from the adverse effects of such actual, probable, or suspected breach, exposure, disclosure, or release of the Data, including, without limitation, the costs of notifying all affected individuals and entities and making credit monitoring and restoration services available to such affected individuals and entities, as required by the University and/or Applicable Laws.
17. Indemnification. VENDOR shall indemnify, defend with counsel reasonably acceptable to the University, and hold harmless the University, its officers, employees, agents, representatives, and any person acting on its behalf from and against any and all claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys’ fees, expert witness fees and costs, discovery and pretrial costs, and costs incurred in the investigation, prosecution, defense, and/or handling of any action) by whomsoever incurred, sustained, or asserted, including claims for property damage, personal injury, bodily injury, death, lost revenues, and other economic loss and/or environmental damage, directly or indirectly arising from or related in any way to: (a) the sharing and making available of the Data hereunder; (b) VENDOR’s use, handling, transmission, storage, and processing of any Data; (c) VENDOR’s unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of Data; and/or (c) VENDOR’s failure to timely, fully and properly perform any of its obligations under this Agreement, particularly any obligations relating to Data sharing and protection.
18. Mandatory Disclosure of PII. In the event VENDOR becomes compelled by law or government directive to disclose any PII, VENDOR shall provide the University with immediate written notice

so that the University may seek an appropriate protective order or other remedy. VENDOR shall only furnish that portion of the PII necessary to comply with the law or directive.

19. Injunctive Relief. Violation of any terms herein, including the actual or potential disclosure, release, and/or exposure of Data, may cause the University irreparable injury for which there is no adequate remedy at law, and consequently the University is entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights available to it. VENDOR hereby waives any requirement to post a bond with respect to any action for injunctive relief.
20. Survival. All VENDOR's obligations herein to protect and secure Data, as well as to assume financial responsibility and liability for any unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of Data and to indemnify, defend, and hold harmless the University hereunder, shall survive termination or expiration of this Agreement.