



## Department of Hawaiian Home Lands

LEGAL AD DATE: February 12, 2013

### REQUEST FOR PROPOSALS No. RFP-13-HHL-003

### SEALED OFFERS FOR AN Enterprise Content Management System (Document Imaging) STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

MARCH 25, 2013

IN THE DEPARTMENT OF HAWAIIAN HOME LANDS, HALE PONO'I CONFERENCE BUILDING, 91-5420 KAPOLEI PARKWAY, KAPOLEI, HI 96707. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO BLAKE UCHIDA, TELEPHONE (808) 620-9537, FACSIMILE (808) 620-9559 OR E-MAIL AT [blake.i.uchida@hawaii.gov](mailto:blake.i.uchida@hawaii.gov).

  
\_\_\_\_\_  
Jobie M. K. Masagatani  
Procurement Officer

RFP-13-HHL-003

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

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**SECTION ONE**  
**INTRODUCTION AND KEY DATES**

**1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION**

CPO	=	Chief Procurement Officer
Procurement Officer	=	The contracting officer for the State of Hawaii, Department of Hawaiian Home Lands.
DHHL	=	Department of Hawaiian Home Lands
State	=	State of Hawaii, including each departments and political subdivisions
DAGS	=	Department of Accounting and General Services
BAFO	=	Best and Final Offer
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
RFP	=	Request for Proposals
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.

## 1.02 INTRODUCTION

The Department of Hawaiian Home Lands desires to obtain an Enterprise Content Management (ECM) System for document imaging and records management.

## 1.03 CANCELLATION

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

## 1.04 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	2/12/13
Deadline to Submit Written Questions	2/26/13
State's Response to Written Questions	3/4/13
Proposals Due and Opened	3/25/13
Proposal Evaluations	3/26/13
Discussion with Priority Listed Offerors	4/15/13
Best and Final Offer	5/6/13
Estimated Contract Award	5/27/13
Contract Start Date	7/22/13

## SECTION TWO

### BACKGROUND AND SCOPE OF WORK

#### 2.01 BACKGROUND

The mission of DHHL is to manage the Hawaiian Home Lands trust effectively and to develop and deliver lands to native Hawaiians. We will partner with others towards developing self-sufficient and healthy communities.

Pursuant to section 202, Hawaiian Homes Commission Act, the Department is headed by an executive board, the Hawaiian Homes Commission, whose nine members are appointed by the Governor with the advice and consent of the Senate. The DHHL Director is appointed by the Governor from among the members of the Commission.

DHHL is comprised of eight divisions.

- *The Office of the Chairman* - manages the daily operations of DHHL, sets guidance, and provides leadership support to all DHHL offices and divisions. Additionally, the office is responsible for supporting the Hawaiian Homes Commission. (Up to 13 staff members)
- *Administrative Services Office* - provides support services to the Department in the areas of personnel, budgeting, program evaluation, information and communication systems, and internal management assistance. (Up to 7 staff members)
- *Fiscal Office* - responsible for providing accounting, fiscal services, and internal control systems for the Department, including collecting lease and loan payments and other activities. It provides management tools with its financial reports and statements, as well as information on financial trends and developments; and provides for investment on financial trends and developments, and for the investment of cash not immediately needed for operations. (Up to 13 staff members)
- *Planning Office* - prepares preliminary studies required for future land development, water resource development, and the proper consideration of archaeological, historical, and environmental concerns. Grants, scholarships, and legislative matters are also included in the Planning Office. (Up to 9 staff members)
- *Information and Community Relations Office* - plans, organizes, and carries out public information and community relations programs and projects. It produces the Department's publications, presentations, exhibits, and displays. It also provides advice and assistance to the Hawaiian Homes Commission and the Department of Hawaiian Home Lands' staff on public relations and public information matters. (Up to 4 staff members)
- *Land Development Division* - responsible for developing Hawaiian home lands for homesteading and income-producing purposes. Its three branches are: (1) the Design and Construction Branch, which designs and constructs on-site and off-site improvements for the development of residential, farm, and pastoral lots for homesteading purposes; (2) the Housing Project Branch, which provides turn-key homes in in-fill project areas to applicants and assists lessees of vacant lots in arranging financing and in contracting with a builder; and (3) the Master-Planned Community Branch, which prepares plans for entire communities with homes, businesses, services, open space, and recreational and cultural amenities. (Up to 18 staff members)

- *Land Management Division* - responsible for management of the Department's non-homestead land, maximizing returns from existing and potential income properties, enforcement activities, and development of a comprehensive land inventory. Its three branches are: (1) the Technical Services Branch, which provides the Division with appraisal preparations and documentation of license and easement agreements, as well as computerization of DHHL's land inventory; (2) the Land Management Branch, which manages the Department's lands which are not currently under homestead lease, which includes maintaining those lands and working with general lessees and licensees; and (3) the Income Property Branch, which is charged with developing some of DHHL's land for income purposes. When completed, the lands are turned over to the Land Management Branch for management. (Up to 16 staff members)
- *Homestead Services Division* - involved in the direct servicing of homestead lessees and applicants for homestead leases. Its three branches are: (1) the District Operations Branch, which provides direct services to lessees and applicants on a statewide basis through its six district offices of East Hawaii, West Hawaii, Maui, Molokai, Oahu, and Kauai, and manages the homestead areas and projects on those islands; (2) the Homestead Applications Branch, which receives and processes applications for homesteads and maintains and updates waiting lists; and (3) the Loan Services Branch, which provides financial services for financing for new home construction, replacement homes, home repairs, farming, and ranching; provides access to other loan sources through its loan guaranty program; and undertakes collection activities to obtain payments. (Up to 31 staff members on Oahu and up to 16 on the neighbor islands)

The Homestead Services Division (HSD) currently maintains physical files for approximately 42,000 application records, approximately 10,000 lessee files and maintains its own recordation system for leases, mortgages, contract of loans etc. HSD also maintains files relating to general leases, subdivision maps, various plans (as built, house, etc.), a genealogy library, a planning library and a fiscal office data base (lease rent, loans etc).

All documents must be kept as permanent records per Records Management Procedures. The issue with only having these permanent records kept as only a paper archive is that as the document gets older and is frequently accessed, the records become brittle and damaged or misplaced.

As these files/records are constantly growing with added applications, lease transactions and other correspondence, the storage space required to maintain these documents becomes an issue.

For security purposes of maintaining these original records, access to the files are restricted (secured file room) and tracked via a File Checkout (barcode) system, which delays access to files for customer service and research purposes. Information in the Kapolei office is sometimes needed by District Office staff so they need to request Kapolei staff to help them obtain what they need. This procedure, many times interrupt staff with the job they are working on in order to assist their co-workers at the District offices.

The Department currently has eight (8) physical servers, twelve (12) virtual servers, about one-hundred thirty (130) physical desktops and twenty-five (25) virtual (VMware View Client 5.1.0) desktops. The neighbor island offices run on the virtual desktops over DSL. The Department runs Active Directory on Windows Server 2008 R2 Datacenter SP1. Oracle Financials R12 is

run on a physical server on top of RedHat Linux 4.0 (we plan to upgrade the OS in FY14 to Linux 5 or 6). APPX (which runs the Applicant/Lessee databases) is run on a virtual server on top of RedHat Linux 5.0.

The majority of physical workstations and all the virtual workstations run Windows XP SP2 (or SP3) with Internet Explorer 8, Lotus Notes Client 8.5 and Microsoft Office 2003. We will slowly phase in Windows 7 and Microsoft Office 2010 as we replace aging desktops. Lotus Notes will probably be replaced by some version of e-mail in the cloud which will be bid out early in 2013.

## **2.02 SCOPE OF WORK**

- 2.02.01 DHHL is looking to implement an electronic document imaging management system, with licensing purchases occurring in a phased approach over a period of time. In this first phase, the Contractor is to bring in their own staff and equipment to convert, from an analog media to a digital media, the 52,000 back files (as listed in the *Document Information* section below), preferably completed within 9 months, and facilitate the purchase of hardware and software for the imaging of the current daily inflow of documents. The Contractor will train DHHL staff to input current inflow of documents.
- 2.02.02 A primary purpose of the proposed document management system is to easily store, access, track, and share documents from a secure and central location. The goal is to provide better customer service and create a more efficient use of staff time. This type of system would provide greater accuracy, give staff more confidence in their decision making, and provide greater knowledge of the needs of the beneficiaries, both lessees and applicants. It will also allow for the preservation of the original documents.
- 2.02.03 The document imaging solution should be able to interface with existing (and future) DHHL applications and other state and county initiatives such as geographic information systems (GIS), archives, etc. Contractor to explain capabilities and methods available in the system.
- 2.02.04 The first phase of this project will be used to create the policy, procedures and protocols necessary to digitize the department's files. Contractor to work with DHHL and provide best practice recommendations.
- 2.02.05 Successful completion of this phase will be used to create a project plan to convert the rest of the department's files to digital media. Contractor to provide recommendations based on DHHL needs, their experience, and best practice.
- 2.02.06 Document preparation to be performed by the Contractor which includes pre- and post-scanning document handling which may include tracking, organizing, sorting documents, removing staples, clips, and bindings, mounting of undersized documents, preparing embossed notary seals, repair of damaged/ripped pages and re-assembly of the documents after conversion. The Contractor is responsible for providing the supplies necessary to re-assemble the documents to their original state.
- 2.02.07 Contractor to provide manpower and equipment to scan and index documents individually (*maximum* of 7 indexed fields per document; preferably using double blind entry) into the system. Each individual document type shall be an individual

digital file. Documents to remain on-site in DHHL at all times. Contractor to make arrangements with DHHL if any oversized documents cannot be scanned on-site.

- 2.02.08 Contractor to provide manpower and equipment to perform quality control including but not limited to image inspection (e.g. inspecting for noise, uniformity, de-speckling, de-skew, rotating, etc.), scanner testing, and verification of image (from the physical page to digital image; verify scanned image is equal to or better than the physical page; including confirmation that all pages have been scanned) and index data recording. Contractor to specify duties and how quality control will be conducted.
- 2.02.09 Contractor to provide a separate section/line item in their proposal to address the input of incoming daily documents (average of about 12 documents daily; most documents are 1-4 pages) including training DHHL staff due to the volume of documents and manpower to be used in digitizing the back files. DHHL staff will input the incoming daily documents.
- 2.02.10 Contractor to provide system documentation and user guides (e.g. adding/modifying/replacing/deleting documents, how to index documents, searching indexes, viewing files, etc.). All documents shall become DHHL property upon project completion.
- 2.02.11 Maintenance and support: Contractor shall provide detailed information regarding maintenance and support (including response time, preferably within 4 business hours) during installation and also post-implementation. Post-implementation support to be provided for a period of one (1) year after installation is complete. Installation completion will be determined by the final installation invoice, as stated on the invoice, and approved by the DHHL Contract Administrator.
- 2.02.12 Contractor to provide a complete description of the proposed methodology for completion of this project including manpower to be provided by Contractor and a timeline, highlighting milestones and critical points in the process (including testing and verifying neighbor island district office access; retrieval and access times to be documented by vendor, confirmed by HSD staff, and approved by DHHL). Proposals must include sufficient itemization to enable DHHL to uniformly evaluate the cost elements of all proposals. Proposals shall also include a per page cost. If proposals are not complete and/or do not clearly indicate all cost elements for cost comparison purposes, proposals may be rejected by DHHL.
- 2.02.13 Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws (e.g. Health Insurance Portability and Accountability Act (HIPAA)), as well as all other applicable regulations and directives.
- 2.02.14 Security Breach: Immediately following Contractor's notification to DHHL of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach in accordance with the State's standard policies and procedures (HRS Chapter 487N – Security Breach of Personal Information). Contractor shall immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards.



- 2.02.15 System should be able to store the data off-site in a private cloud. Contractor to provide information regarding security measures to protect data and data backup procedures. However, DHHL reserves the right to move the data on-site, utilize cloud hosting services from the State Procurement Office (SPO) Price List, or to another state repository if necessary hardware is obtained in the future. A data migration plan shall also be included in their proposal.
- 2.02.16 The Contractor shall provide recommended hardware and storage requirements based on information provided in this RFP and for future scalability.
- 2.02.17 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, digital media, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of DHHL, become DHHL property and shall be delivered to and remain the property of DHHL upon completion of the work or termination of the Contract. DHHL shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- 2.02.18 Any documents or other materials provided to the Contractor by DHHL shall be returned to DHHL upon delivery of the final products and/or services. Any negatives, proofs, digital media, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of DHHL and shall be sent to DHHL upon delivery of the final products and/or services unless otherwise requested by DHHL. Failure to deliver the negatives, proofs, digital media or materials shall be cause for withholding any payments due.
- 2.02.19 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by DHHL.

### **2.03 FUNCTIONAL REQUIREMENTS**

To provide a system that can perform the following functional requirements.

- 2.03.01 Ability to search on indexes and file viewer.
- 2.03.02 Documents and microfilmed images to be scanned as a full-text searchable PDF/A-1, 8-bit grayscale, at a minimum 200 dpi. Contractor to inform DHHL if other format and resolution options are better suited for this project.
- 2.03.03 Ability to import existing PDF documents with index fields. For example, documents scanned and indexed from a copy machine. Contractor to explain the system's capability.
- 2.03.04 The electronic documents must be legally valid. Proper guidance and compliance issues must be incorporated in the start up of this initiative to support the legal admissibility of our records. In addition to legal and security issues, privacy and privacy certification issues need to be addressed as well as the Health Insurance Portability and Accountability Act (HIPAA).

- 2.03.05 Ability to duplicate files and enter new index information. (e.g. an applicant may apply for a different type of lease using the existing documents or an individual is authorized to use information in another individual's file)
- 2.03.06 Security levels: Ability to have various levels of document security to limit which staff members can do modifications and limit what documents each staff may view/copy/print. This should also include the ability to redact sensitive index and/or data fields for those who do not have sufficient security levels (if necessary).
- 2.03.07 Audit reports: Ability to log and audit user specified events such as file access, deletions, and process activities, for reporting, analysis and compliance purposes.
- 2.03.08 Indexed information should be exportable in a standard format that can be recognized by other systems. Contractor to explain capability and methods available in the system.
- 2.03.09 Ability to identify and manage documents based on the DHHL Retention Records Schedule and DAGS General Retention Schedule. (For future phases)
- 2.03.10 Ability to convert and import microfilmed images. Contractor to indicate best practice to achieve desired result. (For future phases)

#### **2.04 DESIRABLES**

The following are items that the Contractor can address if their system has that capability. The Contractor shall specify ability as a separate line item with additional cost, if it is not already included in the base system price.

- 2.04.01 Ability to check out/in physical file with name of staff and return due date (to replace the existing Barcode File Checkout System, a Microsoft Access database utilizing 2 PSC Quickscan 6000 handheld barcode scanners and 1 WASP desktop barcode scanner – each file has a unique ID or Tag number).
- 2.04.02 Call/Service log – allow staff to input information on clients phone/walk-in servicing on a daily basis.
- 2.04.03 Ability to electronically file mail merged letters into the individuals' digital file. For example, mail merged letters created in Microsoft Word with indexing fields included on the letter converted to a full-text searchable pdf format. The system will identify index fields on specified areas of the document to automatically index the digital file.

## 2.05 DOCUMENT INFORMATION

Approximate total linear feet of documents for this phase (applicant and lessee files):  
2,840 feet.

All files are permanent records.

### 2.05.01 Applicant files (42,000)

- Label on file includes: Barcode, Application type(s), Name (Last name first)
- Approximately ¼" to 3" thick (more information provided below)
- If applicant has 2 types of applications, they may be combined in one file folder but split on left side and right side (i.e. Agriculture application and Residential application or Pasture application and Residential Application)
- Divider legal sheets in file:
  - Type of Application (Residential, Agricultural, Pastoral)
  - NHQ/Docs
  - other possible divider sheets include:
    - Deceased App
    - Correspondence for Deceased App

#### Items to be imaged in the Applicant files

The documents/information in the Applicant files that need to be scanned include but are not limited to the following:

- Application Forms (actual forms have changed over the years and some of the earlier applications were simply on a 5X8 card)
- Kumu Ohana Chart (some are handwritten charts, others are Family Tree Maker printouts. Both are on legal size paper)
- Birth, marriage, death certificates & other bloodline documentation (# varies by files)
- Consent to Release Information (Authorization Form)
- Designation of Successor form (application)
- Various correspondence / response forms / change of address forms
- Various Hawaiian Home Commission (HHC) submittals
- Previous Lease

### 2.05.02 Lessee Files (10,000)

- Label on file includes: Barcode, Area of Lease, Lease Type, Name (Last name first)
- Approximately ¼" to 3" thick. Note: some lessees' information may take up more than one file therefore the number of pages may increase to over 1,000.
- Left side Legal documents with divider legal sheets:
  - Loans
  - Leases (some are stapled to Blue Manuscript covers)
  - Other Legal Documents
  - Designation of Successor
  - NHQ
  - some files may have a manila folder stamped "confidential" pronged into the file
- Right side Correspondence with divider legal sheets:
  - Oahu District Office Correspondence
  - Loans Branch Correspondence

### Items to be imaged in the Lessee files

The documents/information in the Lessee files that need to be scanned include but are not limited to the following:

- Same information as listed for the Applicant files above are maintained in the lessee file
  - o Application Forms (actual forms have changed over the years and some of the earlier applications were simply on a 5x8 card)
  - o Kumu Ohana Chart
  - o Birth, marriage, death certificates & other bloodline documentation (# varies by files)
  - o Consent to Release Information (Authorization Form)
- Lease Documents (original award document and any Assignments of Lease and Consents and/or Transfer through Successorship.
- Consent to Mortgage
- Mortgage
- Contract of Loan
- Guaranty / Agreement
- Mortgage Satisfaction
- Insurance
- Other Legal Instruments
- Designation of Successor form (lessee)
- Selection Agreements/ Sales contracts.
- Various correspondence / response forms / change of address forms
- Various HHC submittals
- Lease violations
- Contested Case hearings

#### **2.05.03 Additional document information for both Applicant Files and Lessee files**

- The majority of items are 8½X11 or 8½X14 sheets of paper (less than 30% are double sided)
- Contains both embossed (that may need to be inked in to show up on the scan) and stamped notary seals
- Some older correspondence may be on thinner/fragile stock similar to tracing paper and will require special handling (i.e. they cannot be sent through a document feeder)
- Other possible paper sizes (less than 5%) in files are:
  - o postcard
  - o envelopes (returned mail - may be stapled to letter; both items should be scanned as one document)
  - o old application cards (5X8)
- Some files may include 11X17 plans/maps or standard size house plans (may be rare in Applicant & Lessee files - but future scanning of Project files & other Division's files may include more of this)

#### **2.05.04 Document Handling**

- the utmost precaution and care should be taken in handling these files
- the information in the file is confidential and is the property of DHHL. They are not to be reproduced nor distributed.
- any scans kept as back-up by vendor must be destroyed upon termination of project.

## 2.06 ADDITIONAL WORK

- 2.06.01 Based on the prior phase cost, we may wish to include the following phases. Please provide a separate line item for each additional phase.
- 2.06.02 The following phases will convert, from analog media to digital media, only historical (prior years) data. The Contractor shall bring in their own equipment for the conversion. All specifications listed in the previous sub-sections will apply to this additional work.
- 2.06.03 Document preparation to be performed by the Contractor which includes pre- and post-scanning document handling which may include tracking, organizing, sorting documents, removing staples, clips, and bindings, mounting of undersized documents, preparing embossed notary seals, repair of damaged/ripped pages and re-assembly of the documents after conversion. The Contractor is responsible for providing the supplies necessary to re-assemble the documents to their original state.
- 2.06.04 Contractor to provide manpower and equipment to scan and index documents individually (*maximum* of 7 indexed fields per document; preferably using double blind entry) into the system. Each individual document type shall be an individual digital file. Documents to remain on-site in DHHL at all times. Contractor to make arrangements with DHHL if any oversized documents cannot be scanned on-site.
- 2.06.05 Contractor to provide manpower and equipment to perform quality control including but not limited to image inspection (e.g. inspecting for noise, uniformity, de-speckling, de-skew, rotating, etc.), scanner testing, and verification of image (from the physical page to digital image; verify scanned image is equal to or better than the physical page; including confirmation that all pages have been scanned) and index data recording. Contractor to specify duties and how quality control will be conducted.
- 2.06.06 Phase 2 consists of converting the Homestead Services Division Housing Branch Offering documents comprised of the offering letter, call out, response log and meeting sign-in sheets. There are approximately 354 linear feet of letter and legal size documents. There are an additional 30 linear feet of documents that have the old large computer printouts that are approximately 11" x 17".
- 2.06.07 Phase 3 consists of converting the Homestead Services Division recordation (buke) files. Approximately 500,000 total pages of which at least half are on microfilm rolls.
- 2.06.08 Phase 4 will convert the Office of the Chairman commission meeting minutes. Approximately 80 linear feet of letter and legal size single-sided documents. Approximately 80% of the documents are on microfilm rolls.
- 2.06.09 Phase 5 will convert the Land Management Division contract files. The files are comprised of the General Leases, Revocable Permits and Licenses. The documents include the agreements, correspondence (less than 2% have envelopes attached that will also need to be scanned as part of the document), and insurance certificates. The document sizes range from letter to legal (excluding envelopes). There are approximately 180 linear feet of documents.

## **2.07 DHHL RESPONSIBILITIES**

- 2.07.01 Provide a primary contact person who will arrange for staff assistance by other DHHL staff as required.
- 2.07.02 Provide a DHHL staff member to provide random audit checks on image verification and index data recording.
- 2.07.03 Training room equipped with a computer, monitor, presentation projector, and white board.
- 2.07.04 DHHL will provide the workspace for the Contractor. The Contractor is responsible for furnishing any equipment, supplies or other services necessary to complete the scope of work.
  - DHHL will furnish no equipment, supplies or other services unless otherwise indicated in this RFP.

## **2.08 TERM OF CONTRACT**

The contract shall be in accordance with the contract, Attachment S3 - Time of Performance and proposal. Upon completion of the installation, DHHL requires post-implementation support for twelve (12) months after installation.

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

## SECTION THREE

### PROPOSAL FORMAT AND CONTENT

#### 3.01 INTRODUCTION

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

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2.02 SCOPE OF WORK**.

Proposals must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
  - a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor's willingness to perform for the indicated.
4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
  - a. Transmittal Letter  
See Section Six, Attachment 1, Offer Form OF-1.
  - b. Experience and Capabilities.
    - 1) Client listing.
    - 2) Number of years in business.
    - 3) Listing of references.
    - 4) Summary listing of judgments or pending lawsuits or legal actions.
  - c. Scope
  - d. Objectives

- e. Project Approach and Workplan
- f. Key Dates and Deliverables
- g. Timing and Fees
- h. On-going Costs
- i. Staffing
- j. Exceptions

### **3.02 EXPERIENCE AND CAPABILITIES**

- (1) Provide a complete, related and current client listing.
- (2) Indicate the number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
- (3) Offeror shall include a list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses. Offeror shall include a description of the project and indicate if it is on-going or completed.
- (4) Provide a summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

### **3.03 SCOPE**

In this section of the proposal, the Offeror should state what they believe to be the scope of the intended strategy. If there are any gaps between what the Offeror believes should be the proper scope of the solution given all information known at the time of this RFP, the Offeror should clearly state these gaps in this section and clearly mark these concerns as such.

### **3.04 OBJECTIVES**

In this section of the proposal, the Offeror should state what they believe to be primary objectives for each element of the plan. Offerors may choose to offer suggestions to DHHL on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

### **3.05 PROJECT APPROACH AND WORK PLAN**

A general discussion of the approach the Offeror is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be



described in this section and tie directly to the *Key Dates and Deliverables* section below. Additionally, Offerors should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget and provide a mitigation strategy to reduce the impact of those risks.

### **3.06 KEY DATES AND DELIVERABLES**

This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what DHHL should expect to see and/or receive on the associated date should be described and/or presented as examples. Offeror should include the starting date(s) of maintenance and support including detailed information regarding what each entails.

### **3.07 TIMING AND FEES**

Offeror should describe the timing and associated fees proposed for this implementation. Offerors should be sure to include all expenses associated with delivery, in addition to professional fees. Offeror should include a per page cost to convert the analog media to digital media as specified in the scope of work. These fees should tie in to the *Key Dates and Deliverables* section above and total with Section Six, Attachment 2, Offer Form OF-2.

### **3.08 ON-GOING COSTS**

Offeror shall list any on-going cost of ownership (e.g. software maintenance, software licenses, user licenses, etc.) necessary, subsequent to the completion of the contract and total contract cost in Section Six, Attachment 2, Offer Form OF-2.

### **3.09 STAFFING**

A discussion of the project team that will be utilized should be contained in this section. DHHL requests that as a part of the discussion here, the Offeror state exactly the role the proposed Offeror team member will assume on each phase and detail the qualifications for the role that the team member possesses.

### **3.10 EXCEPTIONS**

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

## SECTION FOUR

### **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

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

- 1) Cost of services (40)
- 2) Previous experience, capability and proficiency in successfully implementing an Enterprise Content Management system similar to DHHL requirements (15)
  - a. Number of years in the business and number of years performing services specified in this RFP
  - b. Reference and client listings
- 3) Understanding of DHHL's functional requirements as stated in the Scope and Objectives (15)
- 4) Project Proposal (30)
  - a. Methodology
  - b. Timeline
  - c. Expected Results
  - d. Possible Risks and Mitigation Strategy

## **SECTION FIVE**

### **SPECIAL PROVISIONS**

#### **5.01 SCOPE**

All of the Enterprise Content Management solution for DHHL shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at the DHHL Kapolei Office Facility, 91-5420 Kapolei Parkway, Kapolei, HI 96707 or on the State and County Procurement Notice web site (<http://spo3.hawaii.gov/notices/notices>).

#### **5.02 RESPONSIBILITY OF OFFERORS**

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

1. Chapter 237, 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. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Section 5.29 Award of Contract for instructions to register for Hawaii Compliance Express (HCE) utilized for verification of compliance.

#### **5.03 OFFEROR QUALIFICATIONS**

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

#### **5.04 TERM OF CONTRACT**

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

The term of the contract shall be in accordance with the contract, Attachment S3 – Time of Performance and proposal starting on the official commencement date of the Notice to Proceed. When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the contracted parties.

#### **5.05 CONTRACT ADMINISTRATOR**

For the purposes of this contract, Blake Uchida, Management Analyst, (808) 620-9537, or authorized representative, is designated the Contract Administrator.

## 5.06 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

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

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

#### **5.07 CONFIDENTIAL INFORMATION**

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

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

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

#### **5.08 REQUIRED REVIEW**

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by DHHL prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

## **5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS**

All questions must be submitted in writing and directed to the Dept. of Hawaiian Home Lands, Contract Administrator, Attn: Blake Uchida. Fax number: 808-620-9559 or e-mail: [blake.i.uchida@hawaii.gov](mailto:blake.i.uchida@hawaii.gov). The State will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

## **5.10 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

## **5.11 OFFER ACCEPTANCE PERIOD**

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a sixty (60) day period.

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

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

## **5.13 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by DHHL and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

## **5.14 PROTEST**

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

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Dept. of Hawaiian Home Lands, 91-5420 Kapolei Parkway, Kapolei, HI 96707.

#### 5.15 DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document from the Internet **provided** Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

#### 5.16 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

#### 5.17 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

#### 5.18 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted 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

spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

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.

- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror'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.
- e. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and four (4) **copies** of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- e. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
- f. All proposals become the property of the State of Hawaii.
- g. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

## 5.19 SUBMISSION OF PROPOSAL

Offers shall be received at the Dept. of Hawaiian Home Lands, 91-5420 Kapolei Parkway, Kapolei, HI 96707, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the DHHL time stamp clock. Offers received after the deadline shall be returned unopened.



If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to DHHL, but to a post office box. This may cause a delay in receipt by DHHL and the offer may reach DHHL after the deadline, resulting in automatic rejection.

## **5.20 PRICING**

Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4.00%, which may be added as a separate line item and shall not exceed the current rate**, and any other costs incurred to provide the specified services.

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

## **5.21 ECONOMY OF PRESENTATION**

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

## **5.22 PROPOSAL OPENING**

Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

## **5.23 EVALUATION OF PROPOSALS**

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

#### **5.24 DISCUSSION WITH PRIORITY LISTED OFFERORS**

Priority listed offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.04.

#### **5.25 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

#### **5.26 ADDITIONAL TERMS AND CONDITIONS**

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

#### **5.27 CONTRACT EXECUTION**

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

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

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

#### **5.28 PAYMENT**

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of monthly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended.

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

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

## **5.29 AWARD OF CONTRACT**

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

**Responsibility of Offeror.** Pursuant to HRS Chapter 103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express (HCE).

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

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

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

## **5.30 SUBCONTRACTING**

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

## **5.31 CONTRACT INVALIDATION**

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

## **5.32 NON-DISCRIMINATION**

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

**5.33 CONFLICTS OF INTEREST**

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor’s performance of this contract.

**5.34 LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the 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 that 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(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
<b>Commercial General Liability (occurrence form)</b>	<b>\$2,000,000 combined single limit per occurrence for bodily injury and property damage</b>
<b>Basic Motor Vehicle Insurance and Liability Policies</b>	<b>\$1,000,000 combined single limit</b>

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "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 State of Hawaii, Department of Hawaiian Home Lands, P.O. Box 1879, Honolulu, Hawaii 96805."
2. Additional Insured: "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "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 minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

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

The procuring of such required insurance should not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract.

Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

#### **5.35 WAIVER**

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

#### **5.36 SEVERABILITY**

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

#### **5.37 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

#### **5.38 ADDITIONS, AMENDMENTS AND CLARIFICATIONS**

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

**Cancellation of Solicitations and Rejection of Offers.** The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

**Confidentiality of Material.** All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**Records Retention.** The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

**Correctional Industries.** Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in DHHL requirements (price list) contracts may also procure directly from HCI and shall not be considered in violation of the terms and conditions of any DHHL contract.

**Year 2000 Compliance.** All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

**Competency of Offeror.** Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

**Preparation of Offer.** An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

### **5.39 HAWAII PRODUCTS PREFERENCE**

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

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

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

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

**Printing Preference:** All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.



## **SECTION SIX**

### **ATTACHMENTS AND EXHIBITS**

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2

**OFFER FORM  
OF-1**

ENTERPRISE CONTENT MANAGEMENT SYSTEM  
STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
RFP-13-HHL-003

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

Offeror is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture

Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

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

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

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

(x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\*\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

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

**OFFER FORM  
OF-2**

Total contract cost for accomplishing the development and delivery of an Enterprise Content Management (ECM) System for document imaging and records management.

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

**Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.**

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