NOTICE TO INTERESTED PARTIES

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

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to:

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

Provide the following information:

- Name of Company
- Mailing Address
- Name of Contact Person
- Telephone Number
- Facsimile Number
- E-Mail Address

- Solicitation Number
- FedEx (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)

NOTICE OF SMALL BUSINESS SET-ASIDE

Pursuant to Hawaii Revised Statutes, Section 103D-906, and Hawaii Administrative Rules, Chapter 3-124-73.1(a)(2)(i) a determination by the Procurement Policy Board that this procurement is suitable for performance by businesses meeting the applicable small business size standard as defined by the "Small Business Size Standard by North American Industry Classification System (NAICS).

NAICS code(s) determined appropriate for this solicitation is 541511 – Custom Computer Programming Services whose annual receipts of less than $25 million.

Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be rejected.

Any award resulting from this solicitation will be made only to a small business concern.

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Procurement Notice Date: June 04, 2010

INVITATION FOR BIDS
NO. PSD 10-HCD-37

SEALED BIDS
FOR
FURNISHING AND DELIVERING
AN
Electronic Medical Records System

will be received up to and opened at 2:00 p.m. (HST)on

June 15, 2010

in the Administrative Services Office, Department of Public Safety, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Questions relating to this solicitation shall be in writing to Mr. Marc Yamamoto, telephone (808) 587-1215, fax (808) 587-1244 or e-mail at marc.s.yamamoto@hawaii.gov.

Clayton A. Frank, Director
Department of Public Safety

_____
Name of Company

OFFER SUBMITTAL CHECKLIST

1. Offer Form Pages, OF – 1 and OF – 4 _____
2. Valid Tax Clearance Certificate _____
3. Certificate of Good Standing _____
4. LIR #27 – Certificate of Compliance _____

Items 2 through 4 refer to Special Provisions pages, SP-4 and SP-5.
Submission of a current Certificate of Compliance from the Hawaii Compliance Express shall be acceptable.

Submission of the above referenced forms with your bid submittal is recommended to avoid any delay in the awarding of a contract.

Department of Public Safety
Furnishing and Delivering of
an Electronic Medical Records System

Procurement Officer
Department of Public Safety
Honolulu, Hawaii 96814

Dear Sir:

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

The undersigned represents: (Check √ one only)

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.
State of incorporation: _____

Offeror is:
☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
Other _____
Federal I.D. No.: _____
Hawaii General Excise Tax License I.D. No.: _____
Payment address (other than street address below): _____
City, State, Zip Code: _____
Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature

_____
Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

Date: _____
Telephone No.: _____

Fax No.: _____

E-mail Address: _____

*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:

_____

Page - Deleted Addendum A

The following offer is hereby submitted for PSD 10-HCD-37 as specified herein:

Bid Item No.	DESCRIPTION		OPTION No. 1 (Vendor Hosted System) Unit Price	OPTION No. 1 (Vendor Hosted System) SubTotal	OPTION No. 2 (State Hosted System) Unit Price	OPTION No. 2 (State Hosted System) SubTotal
1	Software Licensing Fees	46 users	$	$	$	$
2	System Customization/Implementation					
	a. Project Management Costs		$		$	
	b. Business Analysis Costs		$		$	
	c. Installation Costs		$		$	
	d. Database Fee		$		$	
	e. Training		$		$	
	f. Travel		$		$	
	g. Other Costs not in 2a - f.		$		$	
	Total items 2a through 2g.			$		$
3	Other					
	a DATA MIGRATION					
	1) OffenderTrak Interface		$		$	
	2) Laboratory Interface		$		$	
	Diagnostic Imaging 3) Interface		$		$	
	4) Pharmacy Inferface		$		$	
	5) Import/Export file		$		$	
	b. DENTAL MODULE		$		$	
	c. TRAIN THE TRAINER		$		$	
	Total items 3a through 3c.			$		$
	TOTAL SUM BID FOR ITEMS 1, 2 AND 3			$		$
4	Annual Fees - Inclusion is Subject to Availability of Funds					
	a. Annual Maintenance/Licensing Fee			$		$
	b. Support Fees Specify Coverage			$		$
	c. Hosting Fees			$		Not Applicable

OFFEROR: _____
COMPANY NAME

OFFEROR: _____

COMPANY NAME

Page - Deleted Addendum A

SCOPE OF WORK

The Contractor shall provide the following:

1. A complete project management plan detailing the implementation of the electronic medical records system which will include project management, data integration, installation and training services. Provide resumes for proposed staff that will be responsible for the above implementation functions. Detail vendor's expectations and requirements for State employees needed to support implementation.

2. Implementation of an electronic medical record system (EMR) within (180) days of the contract start date or a mutually agreed upon date.

3. Application software to support at least fifty (50) workstations at ten different locations.

4. Provide access to the system for the attached provider list:

Physicians	5.5 FTEs
Nurse Practitioners	2 FTEs
Psychiatrists	6 FTEs
Psychologists	5.5 FTEs
Social Workers	18.5 FTEs
Occ. Therapist	1.0 FTE
Dentists	5.5 FTEs
Dental Hygienists	2.0 FTEs
Total Providers	46 FTEs

5. System capacity to accommodate the following:

   The HCD provides in-facility health care services within the Department's system of jails and prisons located on the islands of Oahu, Maui, Kauai, and Hawaii. There are presently 3 prisons with 1 of the prisons having a additional single remote location and 4 jails with 1 of the jails having an additional single remote location within this system, housing approximately 2,696 male and 534 female inmates for a total of 3,230 inmates. The following are the FY 2009 encounters:

FY 2009 Encounters	
Physician	2,541
Nurse Practitioners	1,348
Psychiatrists	4,920
Psychologists	1,111
Social Workers	18,290
Dental	6,909

   Another 2,380 inmates are housed in contracted local and mainland facilities and receive their health care at their respective facilities. The HCD maintains their medical records' status as inactive until their return back into the PSD system. Upon their return to the Department's custody, their medical records or summaries are

received and integrated into their departmental medical records. The System must have an import/export function that would accommodate transferring records between the Hawaii and mainland facilities.

6. The following facilities and offices are included under this contract:

Facility	Contact Person	Approximate No. of Inmates
Oahu Community Correctional Center (OCCC) 2199 Kamehameha Highway Honolulu, Hawaii 96819	Keith Wakabayashi Phone: (808) 832-1682	986
Hawaii Community Correctional Center (HCCC) 60 Punahele Street Hilo, Hawaii 96720 (remote location at Hale Nani)	Sonja Gumbs Phone: (808) 933-0428	273
Kauai Community Correctional Center (KCCC) 5350 Kuhio Highway Lihue, Hawaii 96766	Becky Rocco Phone: (808) 241-3062	140
Maui Community Correctional Center (MCCC) 600 Waiale Drive Wailuku, Hawaii 96793	Jennifer Lopez Phone: (808) 243-5864	348
Women's Community Correctional Center (WCCC) 42-477 Kalanianaole Highway Kailua, Hawaii 96734	Winona Kauwe Phone: (808) 266-9696	290
Halawa Correctional Facility (HCF) 99-902 Moanalua Road Aiea, Hawaii 96701 (remote location at High facility)	Mary Tumminello Phone: (808) 485-5178	919
Waiawa Correctional Facility (WCF) P.O. Box 1839 Pearl City, Hawaii 96782	Irene Revilla Phone: (808) 455-6160	274
The Health Care Division Office 919 Ala Moana Blvd Room 407 Honolulu, Hawaii 96814	Deb Stampfle Phone: (808) 587-1250	

7. Provide maintenance, software updates, and other support services for the proposed system, effective to the end of the contract period. Costs for these services will be detailed in this RFB and billed on a quarterly basis.

8. Provide system interface/migration of Laboratory, Imaging, Pharmacy, and inmate management data.

9. Provide indexed scanning interface for medical record documents received from outside providers, e.g., emergency room records, specialty consults and other health care documents.

Option 1 only:

1. Provide the State with a weekly system file backup, process to be determined.

2. Provide the State with your organization's disaster recovery plan.

3. Provide the State a description of your organization's data security measures.

Option 2 only:

1. Provide technical assistance to the State MIS staff on the installation and maintenance of any State owned client server, if the State Hosted System bid is chosen.

2. Provide a detailed minimum server hardware equipment list and an estimated cost of purchasing the equipment.

SPECIFICATIONS – PROVIDE RESPONSES TO THE FOLLOWING

Bid Item No. 1 – Software/System

I. Electronic Medical Records Software/System Requirements

1. Software Features:

a. Application Software should be compatible with Windows XP workstations.

b. Application Software provided must be on electronic media capable of being used by basic IBM/PC type hardware running 32-bit operating system or better.

c. The EMR software must be a totally integrated system. Any modules must seamlessly integrate without requiring a second sign on.

Option 2 only:

d. The system software is required to run on Microsoft Windows Servers.

2. System Features:

a. It is expected that medical data entry will be done 24 hours a day. The system is required to allow daily inquiries into all files through workstations by doctors, nurses, and administrative personnel at any time day or night.

b. System application software should be loaded individually on each workstation and should allow continued documentation during server down time, disconnections from the server in mobile situations, and updates of server.

c. System must support Microsoft compatible peripherals, Microsoft compatible, printers, scanners, keyboards, mice, Data input devices, and support bar code data entry devices.

d. System provides constant and continuous data integrity even if user workstation is disconnected from server and does not require saving data before changing screens or logging off.

e. System allows individual workstations to work autonomous from the server and save data for bidirectional update of server and workstation when server connection re established.

f. System is required to have capacity to function utilizing a wireless network.

g. System may utilize the internet for various peripheral functionalities (offsite record access, e-Prescribing, email, etc.)

h. System should be compatible with Tablet PC, Windows OS and User Interface, and notebook PC for mobile workstations.

i. System allows the user to select between multiple specified printers on demand.

j. The System emulates the State's forms, templates, procedures, policy and procedures, protocols, guideline, and formularies, etc. into the System. This includes intake screens and other specialty forms.

k. System must be a "proven" Correctional Health Care specific application. Correctional Facility References required.

l. System must be "user" friendly with logical and easy to understand functions.

m. System must be flexible in allowing the State to make modifications without the need for additional computer programming.

n. System must provide patient lookups by name or State of Hawaii SID number.

o. System must allow for the printing of specific user defined medical record documents, predefined document groups, and the entire medical record.

p. System must be able to locate medical records for inmates having multiple aliases.

Option 2 only:

q. The system will be required to provide unattended daily data backup.

r. System should be designed for a Client Server configuration.

3. System Security:

a. All users must have a logon and password. Security settings have the ability to be tailored to each individual user account and by department by Administrator.

b. System user access and utilization privileges are Administrator defined and may be department specific.

c. System facilitates biometric, barcode, and electronic signature for purposes of confirming user and inmate ID or allowing single step login.

d. The System must provide for audit trails of records, documentation, data, medication administration, etc. accounting for each data entry and prompt selection, modification, or un-selection including a user, date, and time stamp for each.

e. All users can be logged on at all times.

f. System allows Consultant log in and Administrator defined user privileges for documentation as needed.

4. Clinical Documentation:

a. System will allow multiple nursing or multiple physician users to document simultaneously on the same inmate record with real time population of the inmate record.

b. System has Consultant section for Clinics, Social Service, Psych, Dental, etc. to document care with customizable templates for each specialty.

c. System will allow pictures to be taken and attached to inmate's medical records.

d. System will allow a scanned image to be attached to an inmate's record.

e. System to provide an "alerts function" showing active conditions such as mental health, contagious disease, violent behavior, etc. and allow user defined preconfigured statements to choose from.

f. System to provide an active problems list function.

g. System to provide a physicians order sheet function/solution. Orders function to provide active task list with due dates, completion date, and overdue warnings shown as an alert.

h. Orders protocols and documentation for applicable clinical presentations meets NCCHC compliance requirements.

i. System to allow chronic disease management by incorporating community accepted clinic guidelines such as NCCHC into its capabilities.

j. Orders and protocols can be customized to follow client workflow and comply with clinical best practices.

k. Nursing and Physician documentation interface to allow for maximal efficiency and speed by minimal free text, no nested windows, pop ups, or drop downs. Documentation to be accomplished for acute conditions using template format applicable for that condition with one touch mouse click selection of existing prompts.

l. System to allow for infinite SOAP and Nursing progress notes.

m. Nurse Sick Call Clinic and Infirmary Nursing and Physician documentation of medical presentations completed using system supplied templates for any potential acute medical presentation.

n. Templates to include evidence based medical content appropriate for proper diagnosis and treatment of specific presentations including risk factor questioning and clinical prompting to maximize risk management and meet the current standard of care for treatment of all conditions.

o. System to include capacity for conversion of individual prompts selected on template format into sentence based prose using a prose engine so that the portions of the inmate record filled in with template format automatically has the final appearance of a dictated record.

p. Physician Templates to allow documentation of Medical Decision Making and Differential Diagnosis consideration for acute conditions to maximize Risk Management.

q. System to allow documentation of multiple acute conditions simultaneously in the same note and not requiring free text documentation of secondary complaint or multiple notes.

r. Nurse Sick Call Clinic or Infirmary documentation simultaneously and be able to migrate between open records with one click and return to exact location within record as you left rather than having to close records, choose new record, and recall location repetitively.

s. System to allow user to maximize efficiency by having multiple charts open for Sick Clinic or Infirmary documentation simultaneously and be able to migrate between open records with one click and return to exact location within record as you left rather than having to close records, choose new record, and recall location repetitively.

t. System to have Administrator defined hard and soft stops when exiting a record to warn of incomplete documentation or tasks due.

u. System will contain scheduling capabilities for the creation of inmate appointments with health care providers including on and off site clinics or Consultant encounters.

v. Schedule function will allow viewing of individual inmate scheduled items, user scheduled (Physician sick clinic), individual clinic schedule, or scheduled items for a date.

w. System will generate "tickler" list of chronic care inmates' scheduled follow-up.

x. System will allow printing of inmate roster for particular clinic.

y. System to contain printable Discharge Instructions for inmate education after Sick Clinic treatment of acute or chronic conditions that are specific for any presentation and customizable by user.

z. System allows for the acceptance of electronic documentation/consultative notes and other transfers of medical information.

aa. System to provide Patient Chart Review triggers.

bb. System to provide triggers for contra-indications.

cc. System provides for the incorporation of the existing hard copy medical record format, to include the following:

1. Admission and Screening Report
2. Physical Examination and History
3. Summary Sheet
4. Progress Notes
5. Chronic Care
6. Special Diets
7. Treatment Records
8. Medication Administration Record
9. Hospital Reports
10. Consultation Reports
11. Laboratory Reports
12. Diagnostic Reports
13. Mental Health Record
14. Medical Needs Memo's
15. Injury Reports
16. Inter-facility Transfer Sheets
17. Miscellaneous

5. Medication Management:

a. System will have integrated electronic Medication Administration Record (eMAR).

b. eMAR will provide integration with one time and multiple dose medication orders and record history of administration or refusal.

c. eMAR will provide reports of administration history and refusal by Housing, User, Inmate, and Facility.

d. eMAR will provide reports of medications required for dispensing cart stocking and Pharmacy ordering based on administration history per housing unit, dose time, or inmate.

e. eMAR will warn of completion and renewal dates for prescriptions.

f. eMAR to warn user of drug to drug and drug to allergy or potential adverse affects based on a facility customized warning threshold.

g. System has capacity to generate Medication Reconciliation Form at any point in care to provide for transfer of inmate, Consultant review, or inmate release.

h. eMAR is required to interface with existing Pharmacy Vendor computerized ordering system.

6. Administrative Functions:

a. System must include standard "canned" reports with the ability to alter report design and create custom ad hoc reports.

b. The System has the capacity to create a Record Summary that is customizable per user for desired content for purposes of institutional transfer, discharge, or statistics.

c. The system will provide Housing proximity reporting and Housing history as the inmate moves within the facility.

d. The system will have the ability to identify previous incarcerations and alert user of previous records at time of initial screening.

e. System will link medical records of inmates identified as using an alias.

f. System will provide extended patient demographics and information such as AKAs, suicide watch, etc.

g. System will have the ability to process large data sets (ie, population health management) in order to optimally assess outcomes and chronic disease end-point achievement.

h. System will have the ability to continuously analyze clinical database to provide trend analysis, productivity reporting, and cost reporting.

i. System will be able to provide specialized reports to more efficiently manage the Health Care Division and to promote timely and requisite reports to regulatory agencies and the Legislature.

Bid Item No. 2 – System Customization/Implementation

1. System Customization:
    a. Prior to the implementation phase, the Vendor will customize the database to accommodate unique client information needs such as intake forms, consent forms, request forms, refusal, and Consultant forms, etc. at no additional cost.

    b. Prior to the implementation phase, the Vendor will customize the database to accommodate any unique medication times, formulary, and any other unique documentation and work flow at no additional cost.

    c. Prior to the implementation phase, the Vendor will make any needed software modifications at no additional cost to the client.

    d. System required to have unidirectional interface with client's offender management system to allow EMR to be populated with inmate demographic information, intake screening, and housing data on a transactional basis.

Option 1 only:

    e. Prior to the implementation phase, the Vendor will review the present State hardware configuration and provide the State with the minimum specifications on system server hardware requirements. Please provide estimated costs relating to the purchase the minimum sever hardware

2. Implementation:

    a. When modifications are needed to the EMR software during the implementation phase, the Vendor will install any necessary software at no additional cost to the client.

    b. Vendor must be capable of having installation complete and system live within 180 days of contract signature or upon a mutually agreed upon date.

    c. Vendor will set up live test environment to allow complete system and interface testing prior to live implementation.

3. Training:

    a. The Vendor will customize the training to meet the specific needs of the client's staff and provide onsite training to cover all shifts – day, night, and weekend.

    b. Training will take place on existing customer hardware that meets required System specifications.

    c. Separate onsite training will be provided for the client's IT, Administrative, and Ancillary staff as required by the client.

d. Vendor will set up live test environment to allow classroom format education on live system.

e. An optional train the trainer arrangement will be available.

f. On site advanced Super User training to be completed by Vendor for selected staff to provide future onsite support for minor System issues.

g. Training material will be provided by the Vendor.

4. Documentation:

a. Comprehensive and easy to understand user manuals will be provided by the Vendor.

Bid Item No. 3 – Other Options

1. Interfaces:

a. Provide for Offender Track Inmate Management System Interface.

b. Provide for a Laboratory Interface.

c. Provide for a Diagnostic Imaging Interface.

d. Provide for a Pharmacy Interface, with State pharmacy vendor, Contract Pharmacy Services.

e. Provide for import/export function to accommodate record transfer to and from mainland facilities.

2. Dental Module

a. Provide for a Dental module.

3. Train the Trainer Certification

a. To be determined, based on costs.

GROUP IV – Vendor Support and System Maintenance/Updates

1. Vendor Support

a. Vendor will provide clinical training and IT personnel onsite for the first week post Go-Live or as deemed necessary by the client and be immediately available on off hours that week.

b. Vendor should provide System support 24 x 7 x 365. Detail Support call response times, call tier triage approach, and onsite representative support threshold for application down time.

2. System Maintenance/Updates

   a. If an Annual Maintenance Agreement exists, detail included services and if updates are included in Maintenance Agreement pricing.

   b. System updates should be provided at no additional cost to the client outside of the Annual Maintenance Agreement.

   c. System Updates should occur during non-peak hours. Detail timing, frequency, and method of updates.

   d. Vendor to supply documentation updates to reflect vendor's changes and modifications to the System.

OPTION 1 ONLY:

1. System Performance

   a. Vendor ensures a 99%+ uptime system performance.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO-PC	=	Department of Public Safety, Administrative Services Office—Purchasing and Contracts Section, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 Revised June 25, 2007 by the Department of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax

SCOPE

The furnishing and delivering of an Electronic Medical Record System for the Department of Public Safety shall be in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 Rev. (04/15/2009) by reference made a part hereof and available at the ASO-PC and on the internet at http://www4.hawaii.gov/StateFormsFiles/ag008.doc.

TERM OF CONTRACT

The System furnished under these specifications shall be delivered **within ONE HUNDRED EIGHTY (180) CALENDAR DAYS or upon a mutually agreed upon date** from the commencement date stated on the Notice to Proceed.

CONTRACT ADMINISTRATOR

The Contract Administrator, acting either directly or through their authorized representatives for this agreement shall be Wesley Mun, HCD, Administrator, telephone: 587-1250; fax: 587-3378.

CONTRACTOR'S CERTIFICATIONS OR REPRESENTATIONS

OFFEROR QUALIFICATION

1. Bidder must provide statements of "evidence of competency" showing the amount of years the bidder provides services (IE: maintenance and installation) of the proposed, Electronic Medical Records system. The bidder must disclose in the statements covering the Bidder's past experience on similar work, a list and qualifications of key personnel that would be available for the project.

2. A complete project management plan detailing the implementation of the electronic medical records system which will include project management, data integration, installation and training services.
3. A list of key personnel involved with the project must be provided along with proof of completed training and/or proper certification of the proposed Electronic Medical Records system.
4. The bidder must submit troubleshooting methods or protocols on resolving System issues. If the bidder is unable to provide the aforementioned, the bidder must provide a hierarchical list of names, titles, and phone numbers of all personnel supporting the proposed system.
5. The bidder must provide "evidence of financial responsibility" and "evidence of insurance coverage"
6. If awarded the contract, the bidder must provide a complete project management plan of the proposed document management system. The project completion time is One hundred and eighty (180) calendar days after the agreed commencement date of the project.
7. The bidder must provide a list of reference correctional facilities in which the system has been successfully implemented.

RESPONSIBILITY OF OFFERORS

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

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

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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

NOTICE OF SMALL BUSINESS SET-ASIDE

Pursuant to Hawaii Revised Statutes, Section 103D-906, and Hawaii Administrative Rules, Chapter 3-124-73.1 a determination by the Head of Purchasing Agency that this procurement is suitable for performance by businesses meeting the applicable small business size standard as defined by the "Small Business Size Standard by North American Industry Classification System

(NAICS).

NAICS code(s) determined appropriate for this solicitation is 541511 – Custom Computer Programming Services whose annual receipts of less than $25 million.

1. Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

2. General:

   a. Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be rejected.

   b. Any award resulting from this solicitation will be made only to a small business concern.

MEANING OF REPRESENTATION BY OFFEROR AND PROTEST AGAINST SMALL BUSINESS STATUS

1. To be eligible for award of this contract as a small business, Offeror must represent in good faith that it is a small business at the time of its written representation. The representation must reflect that Offeror meets the definition of a small business concern as stated in the solicitation.

2. The procurement officer shall accept an Offeror's representation that it is a small business unless another Offeror challenges Offeror's small business representation to the contracting officer through applicable protest procedures under HAR Chapter 126.

3. Upon receipt of a protest, the Chief Procurement Officer, or designee shall require the Offeror to provide proof of its status as an eligible small business Offeror.

4. If the Chief Procurement Officer or designee determines that the Offeror has misrepresented its status as an eligible small business, the Chief Procurement Officer or designee may disqualify the Offeror from the competition.

5. If the Chief Procurement Officer or designee concludes the misrepresentation was not inadvertent and was intended to unfairly enable the Offeror to compete in a solicitation when it knew or should have known it was not eligible, the Chief Procurement Officer shall initiate debarment action under HAR Chapter 126.

6. Any time after contract award, the procurement officer may question the small business representation of any Offeror and require the Offeror to confirm its represented size status and eligibility for award. If the procurement officer determines the Offeror misrepresented its size status, the procurement officer may terminate the contract for cause and resolicit unless the Chief Procurement Officer or designee determines in writing that contract termination would be detrimental to the interests of the state. The Chief Procurement Officer or designee shall also determine whether to initiate debarment proceedings under

HAR Chapter 126 based upon the Offeror's misrepresentation of size status and eligibility.

SMALL BUSINESS PROGRAM REPRESENTATIONS

1. NAICS code(s) determined appropriate for this solicitation is 541511 – Custom Computer Programming Services whose annual receipts of less than $25 million.

2. Offeror hereby affirmatively represents that it is a qualified small business concern eligible for award of the contract under the eligibility criteria above.

3. Offeror further represents that Offeror's average number of employees for the past 12 months and Offeror's annual gross revenue for the preceding fiscal year was as reflected below (Refer to Attachment A – Small Business Program Representation **shall** be completed and submitted with the Offeror's offer).

LIMITATIONS ON SUBCONTRACTING. By submission of its offer, the Offeror agrees that in performance of the contract in the case of a contract for —

1. Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern

2. Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

3. General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

4. Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offers using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.
Offeror's authorized signature shall be an original signature in ink. If the Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material which contains an original signature indicating the Offeror's intent to be bound.

Bid Price. Bid price quoted herein shall include delivery to destination, all applicable taxes, and any other costs incurred to furnish and deliver the items specified herein. Bid price shall also instructional training in use of the equipment and software. Bid price shall be the all-inclusive cost to the State and no other charges will be honored. Please submit respective bids for an Offeror hosted system and a State hosted system.

Offer Guaranty. An offer guaranty is not required for this solicitation.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. 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.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103D-1008, HRS, 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.

Make, Model and Other Information. Offeror must identify on the Offer Form, the year of manufacture, the exact manufacturer name, and make and model number of the equipment or software offered. Failure to do so or the inclusion of remarks, such as "as specified" shall be sufficient grounds for rejection of the offer.

If additional space is needed to provide complete product identification, Offeror may attach a separate sheet to the offer for that purpose. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers. Failure to offer vehicle and equipment as specified will result in rejection of the offer.

OFFER SUBMITTAL

Offeror must submit the offer in a sealed envelope identified with the following information:

Offeror's name, address, and telephone number;
The words, "INVITATION FOR BIDS";
The Invitation for Bids number and title;
The date and time of the bid opening;
The words, "Attention PPB, Purchasing and Contracts".

Offers will be received up to the time and date fixed in the public notice for opening of bids, or as amended. Offers failing to meet the bid-opening deadline shall not be considered for award.

FAXED DOCUMENTS

*Faxed **offer submittals** will not be accepted*. Faxed informational documents will be accepted.

OFFER INSPECTION

At the bid opening, all offers may be inspected after having been publicly read, provided that only one offer is inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of bid opening, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

METHOD OF AWARD

Award, if any, shall be made to the responsible and responsive Offeror submitting the lowest Total Sum Bid for Bid Item Nos 1, 2, 3, and 4 subject to the availability of funds. Offeror shall bid on all groups to be considered for award.

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

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

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:
Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:
DOTAX Website (Forms & Information): http://www.state.hi.us/tax/a1_1alphalist.htm
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

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

DOTAX:	(808) 587-1488
IRS:	(808) 539-1573

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

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows: Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

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

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

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

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

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

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at http://vendors.ehawaii.gov to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310©, HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of $15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

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

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of solicitation.

OFFER ACCEPTANCE

The State's acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

CONTRACT EXECUTION

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

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

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

QUALITY OF EQUIPMENT AND SOFTWARE

Software furnished shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render the software unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

Damaged or rejected items shall be immediately removed and replaced with items of the quality required by these specifications. Failure to replace or remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him/her by the contract.

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

DELIVERY

Prior to delivery, Contractor shall contact the Contract Administrator for Bid Item Nos 1, 2, 3 or 4 as appropriate to coordinate the delivery of the equipment and software.

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of TEN DOLLARS ($10.00) for each and every day the Contractor delays in the completion of any item of his/her contract after the required date of said completion.

DELIVERY EXTENSION

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

INVOICING

Contractor shall send an original and three (3) copies of the invoice to the following address. Contractor shall reference the contract number and the Invitation for Bids number on the invoice for payment.

For Bid Item Nos. 1, 2, 3, and 4:

Department of Public Safety
Corrections Health Care Division
919 Ala Moana Boulevard, Room 407
Honolulu, Hawaii 96814

A tax clearance certificate, not over two (2) months old with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of the Form is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services 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 Section 103-10, HRS, as amended.

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

No payment, whether partial or final, shall be construed to be an acceptance of a defective or unacceptable product.

WARRANTY

Contractor shall provide full manufacturer's warranty for the equipment and software delivered.

RECORDS RETENTION

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

PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

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 letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the SPO website:

http://www.hawaii.gov/spo

Click on to "Awards" link.
Click on to "Contracts for Goods, Services and Construction"
Click on to "Search"
Select method of solicitation from Method drop down box.
Select "Public Safety" from Department drop down box.
Review descriptions and select "Contract/PO No." link to view award information.

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

Reference: _____ PSD 10-HCD-37
(Contract Number) **(IFB/RFP Number)**

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

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

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

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

SMALL BUSINESS PROGRAM REPRESENTATION

NAICS code(s) determined appropriate for this solicitation is 541511 – Custom Computer Programming Services whose annual receipts of less than $25 million.

The Offeror hereby affirmatively represents that it is a qualified small business concern eligible for award of the contract under the eligibility criteria above.

The Offeror further represents that the Offeror's average number of employees for the past twelve (12) months and the Offeror's annual gross revenue for the preceding fiscal year was reflected below. (Offeror must check and initial one blank in each column):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
_____ 15 or fewer	_____ $500,000 or less
_____ 16 to 50	_____ $500,001 to $1,000,000
_____ 51 to 100	_____ $1,000,001 to $2,000,000
_____ 101 to 250	_____ $2,000,001 to $3,500,000
_____ 251 to 500	_____ $3,500,001 to $5,000,000
_____ 501 t0 750	_____ $5,000,001 to $10,000,000
_____ 751 to 1,000	_____ $10,000,001 to $17,000,000
_____ Over 1,000	_____ Over $17,000,000.

Offeror represents in good faith that it is a small business at the time of this Contract and that it meets the definition of a "small business concern " as defined herein.

OFFEROR

By: _____

Title: _____

Date: _____