



Department of Corrections and Rehabilitation

RELEASE DATE: May 23, 2024

REQUEST FOR PROPOSAL RFP No. DCR 24-COR-28

SEALED OFFERS FOR **OFFENDER MANAGEMENT SYSTEM** STATE OF HAWAII DEPARTMENT OF CORRECTIONS AND REHABILITATION

WILL BE RECEIVED UP TO 4:30 P.M.

(HST) ON

June 24, 2024

ELECTRONICALLY AT DCR.bids@hawaii.gov. DIRECT WRITTEN QUESTIONS RELATING
TO THIS SOLICITATION TO MARC YAMAMOTO AT FACSIMILE (808) 587-1244 OR
E-MAIL: marc.s.yamamoto@hawaii.gov.

Tommy Johnson, Director

RFP No.: DCR 24-COR-28

TABLE OF CONTENTS

1	SECTION ONE: INTRODUCTION, TERMS, AND ACRONYMS AND KEY DATES	1
2	SECTION TWO: PROJECT OVERVIEW, BACKGROUND OF DCR CORRECTIONS AND SCOPE OF WORK	10
3	SECTION THREE: PROPOSAL FORMAT AND CONTENT	56
4	SECTION FOUR: EVALUATION CRITERIA	62
5	SECTION FIVE: OFFEROR SELECTION AND CONTRACT AWARD	65
6	SECTION SIX: SPECIAL PROVISIONS	68
7	SECTION SEVEN: ATTACHMENTS AND EXHIBITS	78

SECTION ONE

1. INTRODUCTION, TERMS, AND ACRONYMS AND KEY DATES

1.1 INTRODUCTION

The State of Hawaii (SOH), Department of Corrections and Rehabilitation (DCR) is requesting proposals for an Offender Management System. The purpose of this request is to configure, test, implement (including historical data), train, and support an automated, integrated web-accessible, vendor-hosted "Offender Management System" (OMS) that integrates data from currently disparate sources within DCR into a common database platform that is state-of-the-art in technology while maintaining mandated operational and legal requirements of each component.

It is the DCR's desire that, for the duration of any contract resulting from this Request for Proposal, the completed solution will consist of a functioning Offender Management System (and all subcomponents), including all data transmittals and reports currently produced by the current system(s), that is demonstrably capable of fulfilling the goals and direction of the State Department of Corrections and Rehabilitation Corrections Division.

1.2 MINIMUM REQUIREMENTS

- a) The proposed solution must have been in service for three (3) or more consecutive years in a government contract with client(s) whose principal business is the management of jails and prisons. Offerors may include distinct contracts for prisons and others for jails if their terms of services consist of a minimum of 3 years each.
- b) The proposed solution must provide functionalities for all functional areas listed in Section 2.4.

1.3 CANCELLATION

The Request for Proposal (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State. The contract resulting from this RFP shall be paid with state funds received by DCR. In the event funds are insufficient, this RFP will be cancelled.

1.4 RFP PACKET CONTENT

This Request for Proposal includes the documents listed below. Ensure that all items are accounted for before composing your responses:

- 1. Request For Proposals Document (this document)
- 2. Attachment III – Cost Proposal Workbook
- 3. Attachment VII – Functional and Technical Requirements
- 4. Attachment VIII – Project Narrative Proposal
- 5. Attachment IX – Demonstration Scripts (priority listed offerors only)

6. Confidential Content:
7. Attachment X – Sample forms, reports, additional documentation
8. Attachment XI – Data Dictionary

Confidential Content includes specific information regarding sensitive functional areas. Access to this document is restricted to those who receive DCR approval for the non-disclosure form in Attachment I in Section 7.

The DCR strongly encourages offerors to request access to this document in order to qualitatively respond to the perspective of stakeholders.

1.5 TERMS AND ACRONYMS

Terms and Acronyms	
Acronym/Term	Description
ACO	“Adult Correction Officer.” There are roughly 1,400 available Adult Correction Officer positions available.
BAFO	B est and F inal O ffer
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.
Browser	Internet browser such as Microsoft Edge, Google Chrome, or FireFox
CJIS	“Criminal Justice Information System,” Statewide [Hawaii] criminal history record information system (CJIS-Hawaii) managed by the State of Hawaii Attorney General's Office
Community Correctional Center (CCC) HCCC KCCC MCCC OCCC WCCC	DCR naming convention for jail facilities Hawaii Community Correctional Center Kauai Community Correctional Center Maui Community Correctional Center Oahu Community Correctional Center Women’s Community Correctional Center
Correctional Facility (CF) HCF MSF SNF KCF WCF	The DCR naming convention for Hawaii prisons Halawa Correctional Facility Medium Security Facility Special Needs Facility Kulani Correctional Facility Waiawa Correctional Facility
Corrections Division	For the purposes of this RFP, the largest division within the

Terms and Acronyms	
Acronym/Term	Description
	<p>Department of Corrections and Rehabilitation. Corrections Division consists of:</p> <ul style="list-style-type: none"> -Institutions (Correctional Facilities) -Intake Service Center (Corrections Intake processing) -Corrections Program Services (reform programs) -Health Care -Correctional Industries -Inmate Reentry - Classification, Restitution, Victim Notification, Reentry
COTS	“Commercial Off-The-Shelf”: An adjective that describes software or hardware products that are ready-made and available for sale to the general public.
CPO	Chief Procurement Officer
CVCC	The Crime Victim Compensation Commission was created in 1967 by the Hawai'i Legislature to alleviate the physical, mental, and financial hardships suffered by victims of violent crime. The Commission, which is administratively attached to DCR, provides compensation to victims of violent crimes for their crime-related injuries and losses, and to “Good Samaritans” for injuries or property damage suffered in the prevention of a crime or apprehension of a criminal. The Commission is comprised of three Governor-appointed Commissioners, an Executive Director, investigators, and support staff.
DCR	Department of Corrections and Rehabilitation
Department Obligations	(Inmate Trust Accounts) Articles or services purchased by an inmate from the Department such as copy machine services, drug screen testing and telephone calls.
Director	Director of the Department of Corrections and Rehabilitation
EMR	Electronic Medical Records software.
Employee	Employee of Corrections and Rehabilitation or Administratively attached agency
ETS	Office of Enterprise Technology Services
Facility	[Correctional] Facility - Correctional facility is a term that may be used to refer to a jail, prison, or other place of incarceration by government officials. They serve to confine and rehabilitate

Terms and Acronyms	
Acronym/Term	Description
	prisoners and may be classified as minimum, medium, or maximum-security facilities, or contain separate divisions for such categories of prisoners. The prisoners may participate in educational and vocational programs as well as in paid industries programs or a work release program. - USLegal.com
Facility Custody Management	Management procedures and policies that maintain safety and security of staff, inmates, and civilians at prisons and jails. In the context of this RFP, Facility Custody Management will refer to the events during incarceration after intake and before reentry.
FTP	File Transfer Protocol, standard network protocol used for the transfer of computer files between a client and server on a computer network.
Furlough	An authorized leave of absence from a correctional facility without an escort, which is creditable toward service of sentence and is intended to provide the selected inmates opportunities for in-community experiences with family and social reintegration, education, employment, vocational training, and/or specialized treatment prior to parole.
GET	State of Hawaii G eneral E xercise T ax. Refer to site https://tax.hawaii.gov/geninfo/get/
Hawaii Correctional Industries (HCI)	As a division of the Department of Corrections and Rehabilitation, Hawaii Correctional Industries (HCI) provides work related skills for offenders, which increase their employment prospects upon release. Qualified, able-bodied inmates are utilized in the manufacturing or production of goods and services needed for the construction, operation and maintenance of any office, department, institution, or agency supported in whole or in part by the state, cities, or counties of Hawaii.
HCJDC	The H awaii C riminal J ustice D ata C enter is an agency of the Hawaii State Attorney General's Office and is responsible for the statewide criminal history record information system (CJIS-Hawaii), the statewide Automated Fingerprint Identification System (AFIS), the statewide Sex Offender and Other covered Offender Registry, and the Adult Criminal Conviction Information Web Site (eCrim). Refer its website for additional information.
HCE	H awaii C ompliance E xpress, online information system Employers use to prove and submit applications for Certificates of Compliance. Validated compliance with Workers Compensation,

Terms and Acronyms	
Acronym/Term	Description
	Temporary Disability Insurance(TDI), and Pre-paid Health Care laws is one requirement of obtaining the Certificate of Compliance, the system provides a summary of compliance with WC, TDI, and PHC laws and reflects the status of approval process, Under Hawaii Law, an Employer must prove compliance with 103D-310(c), HRS, to receive a contract of \$2,500 or more with state or county government entities within Hawaii.
HST	<u>H</u> awaii <u>S</u> tandard <u>T</u> ime (or HT, Hawaii Time)
Individual Inmate Savings Accounts	(Furlough Inmates Only): A savings account maintained at a bank under the name of an inmate for their personal use when actively participating in a work furlough program. These are restricted accounts requiring case manager/designee approval to make financial transactions. (P&P-COR PSD POLICY Cor 2.12)
Inmate	The term inmate applies to a detainee – a person sentenced for felonies, misdemeanors and those detained awaiting trial.
Inmate - Jail	Any inmate who is convicted of a crime and committed by the courts to imprisonment for a period of ONE (1) YEAR OR LESS (this includes probation violators awaiting adjudication of their violation hearings, pretrial detainees, Federal/other State holds). (P&P-COR PSD POLICY Cor.14.02)
Inmate - Prison	Any individual who is convicted of a crime and sentenced by the courts to imprisonment for a period of MORE THAN ONE (1) YEAR (this includes anyone that has been SENTENCED to a CONSECUTIVE term TOTALLING more than one (1) year combined) and parole violators returned to custody. (P&P-COR PSD POLICY Cor.14.02)
Inmate Trust Account	An account established to hold funds belonging to the inmate and maintained at a bank under the name of a facility for use by a group of inmates under the trust fund accounting system. (P&P-COR PSD POLICY Cor 2.12)
Inmate Trust Account Types	A trust fund available to inmates. These trust funds are used by inmates to procure amenities and items from the prison commissary and to store income from work furloughs or work-line activity. (P&P-COR PSD POLICY Cor 2.12)
Kamakani Reports	These reports identify the productivity and status of projects and specific key sections within the DCR

Terms and Acronyms	
Acronym/Term	Description
Legal Obligations	(for Inmate Trust Accounts) Payments ordered by the Court such as fines, restitution, damages, fees, and costs (P&P-COR PSD POLICY Cor 2.12)
MOTS	Modified off-the-Shelf (MOTS) is a type of software solution that can be modified and customized after being purchased from the software vendor. MOTS is a software delivery concept that enables source code or programmatic customization of a standard prepackaged, market-available software.
OffenderTrak	Computer application currently in use by the Corrections Division to manage Facility Custody Information. Founded by a company named Epic, it was purchased by PrinTRAK, and is currently owned by Motorola, Inc.
OMS	Offender Management System –A generic term referring to a software case management system that manages inmate care from intake to release.
PO	P rocurement O fficer designated to this Request for Proposal
Restitution	Court or Facility ordered repayment of part or all a loss caused by a crime, misconduct, or loss or damage of State or personal property. (P&P-COR PSD POLICY Cor 2.12)
SAVIN	The Statewide Automated Victim Information and Notification (SAVIN) system is powered by the nationwide Victim Information and Notification Everyday (VINE) system. It offers victims and citizens free, anonymous, and confidential access to timely information and notification on the custody and parole status of offenders under the jurisdiction of the State of Hawai'i Department of Corrections and Rehabilitation.
SMT	Scars, marks, and tattoos (SMT) are being increasingly used for suspect and victim identification in forensics and law enforcement agencies. Tattoos are getting serious attention because of their visual and demographic characteristics as well as their increasing prevalence.
SOTP	S ex O ffender T reatment P rogram
SR – Supervised Release	Supervised release may be ordered by a court in lieu of bail. The DCR Intake Service Center Division is responsible for the management of departmental SR's, amongst other things. With regard to Victim Notification, the present policy is to automatically transmit SR's to the victim notification site,

Terms and Acronyms	
Acronym/Term	Description
	contracted with Appriss, as releases.
State	State of Hawaii
STG	<u>S</u> ecurity <u>T</u> hreat <u>G</u> roup (STG) is a formal or informal group of prison inmates. They are basically the prison gangs. Law enforcement officials use the term Security Threat Group to refer such gangs to take away the recognition that the term “gang” connotes.
TPD	<u>T</u> entative <u>P</u> arole <u>D</u> ate is the date a minimum term of imprisonment set by the Hawaii Paroling Authority expires. It is also recorded in OffenderTrak.

1.6 RFP SCHEDULE AND SIGNIFICANT DATES

The following schedule is the agency's best estimate of the respective due dates of the stated events.

Event	Date
Issuance of the Request for Proposals	May 23, 2024
Pre-Proposal Conference	May 31, 2024
Written Questions from Prospective Offerors	June 5, 2024
Addendum to Respond to Questions	June 10, 2024
Proposal Due Date/Time	June 24, 2024, 4:30 PM (HST)
Proposal Evaluations	June 25, 2024 – August 7, 2024
Demonstrations	July 1, 2024 – July 5, 2024
Addendum (if necessary)	July 10, 2024
Best and Final Offer	July 24, 2024
Notice of Award	August 9, 2024
Request for Debriefing	Within Three (3) Working Days from the Posting of the Notice of Award
Debriefing	As Practicable, Within Seven (7) Working Days from the Date of the Request for Debriefing
Protest Period	If No Debriefing: Within Five (5) Working Days from the Posting of the Notice of Award Or Within Five (5) Working Days immediately following the Debriefing Date
Estimated Contract Start Date	October 1, 2024 (Tues) Or The Commencement Date Stated on the Notice to Proceed, whichever is later.

1.7 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors with an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP. Questions regarding the RFP should be forwarded to the e-mail address in section 1.8.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be made in the form of a written addendum.

The non-mandatory pre-proposal conference will be held on May 31, 2024. The meeting will be via Microsoft Teams:

Topic: Offender Management System

Time: **May 31, 2024, 10:00 AM Hawaii Standard Time**
[Join the meeting now](#)

Meeting ID: 299 001 732 125

Passcode: uuDvBS

Offerors assume any risk of lost connections. DCR makes no guarantees concerning the functionality and interoperability of remote conferencing. The pre-proposal conference will not be recorded.

1.8 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be in writing to DCR.bids@hawaii.gov, and shall identify the specific section and sub-section of the area in question. Questions received by the due date for written questions in Section 1.6 shall be responded to in the form of an addendum.

1.9 PROPOSAL DELIVERY INFORMATION

Proposals shall be submitted to the Issuing Office to DCR.bids@hawaii.gov. There is a **30Mb** per email size limit, and multiple emails may be required to submit a series of large files. Offerors may alternately mail an electronic copy to the Issuing Office, and this submission must be received by the Issuing Office by the date and time listed in Section 1.6. The Offeror shall provide the following:

1. One (1) un-redacted electronic copy in pdf and Excel format, with bookmarked Table of Contents, and marked "CONFIDENTIAL".
2. One (1) redacted electronic copy in pdf and Excel format, with bookmarked Table of Contents.

Offerors electing to mail in their electronic proposal via USPS are forewarned that their submittal must be received, and date and time stamped by the DCR, ASO-PC no later than the due date and time listed in Section 1.6. Late submittals are late and will be rejected and not considered for evaluation or award.

1.10 ISSUING OFFICE

All written correspondence regarding the RFP shall be addressed to: Marc Yamamoto
Department of Corrections and Rehabilitation
ASO-PC
1177 Alakea Street, Room 306
Honolulu, Hawaii 96813
Electronic mail address: DCR.bids@hawaii.gov

CONTRACT ADMINISTRATOR AND PROJECT MANAGER:

Todd Tamanaha Telephone: (808) 587-2579
Facsimile: (808) 587-2529
e-mail: todd.k.tamanaha@hawaii.gov

SECTION TWO

2 PROJECT OVERVIEW, BACKGROUND OF DCR CORRECTIONS AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND GOAL

The DCR is engaged to procure a solution that will integrate presently heterogeneous sources of correctional inmate information and related operational units onto a single platform while leveraging technological innovations such as document management and Statewide/National criminal data integration and retaining compliance with Departmental Policies and Procedures and Hawaii Statutes.

It is the goal of the DCR to have a single, comprehensive Corrections “tool,” crafted to simplify reporting of inmate behavior and activity, while providing a flexible framework for emergent inmate reform initiatives.

The following are a few of the principal operational units targeted for integration:

1. Intake Service Center
2. Inmate Reentry Coordination
3. Institutions
4. Inspections and Investigations (including Inmate Grievances)
5. Litigation Coordination (PREA)
6. Inmate Trust Accounts
7. Aggregate Corrections Reporting
8. Programs
9. Security Threat Group (STG)

These areas are described more fully later in this RFP.

1. It is important to note that relevant Departmental Policies and Procedures have not been included in this Request to streamline its content. Offerors are encouraged to view all public Policies and Procedures at [this site](#). Specific chapters of Corrections Policies and Procedures will be referenced at key points in this Request.
2. It is also important to note that all State of Hawaii Executive Branch IT procurements and subsequent IT contracts must conform to, apply, and abide by any prevailing information technology governance framework and published guidance provided by the State of Hawaii Chief Information Officer and the Office of Enterprise Technology Services. Offerors are encouraged to

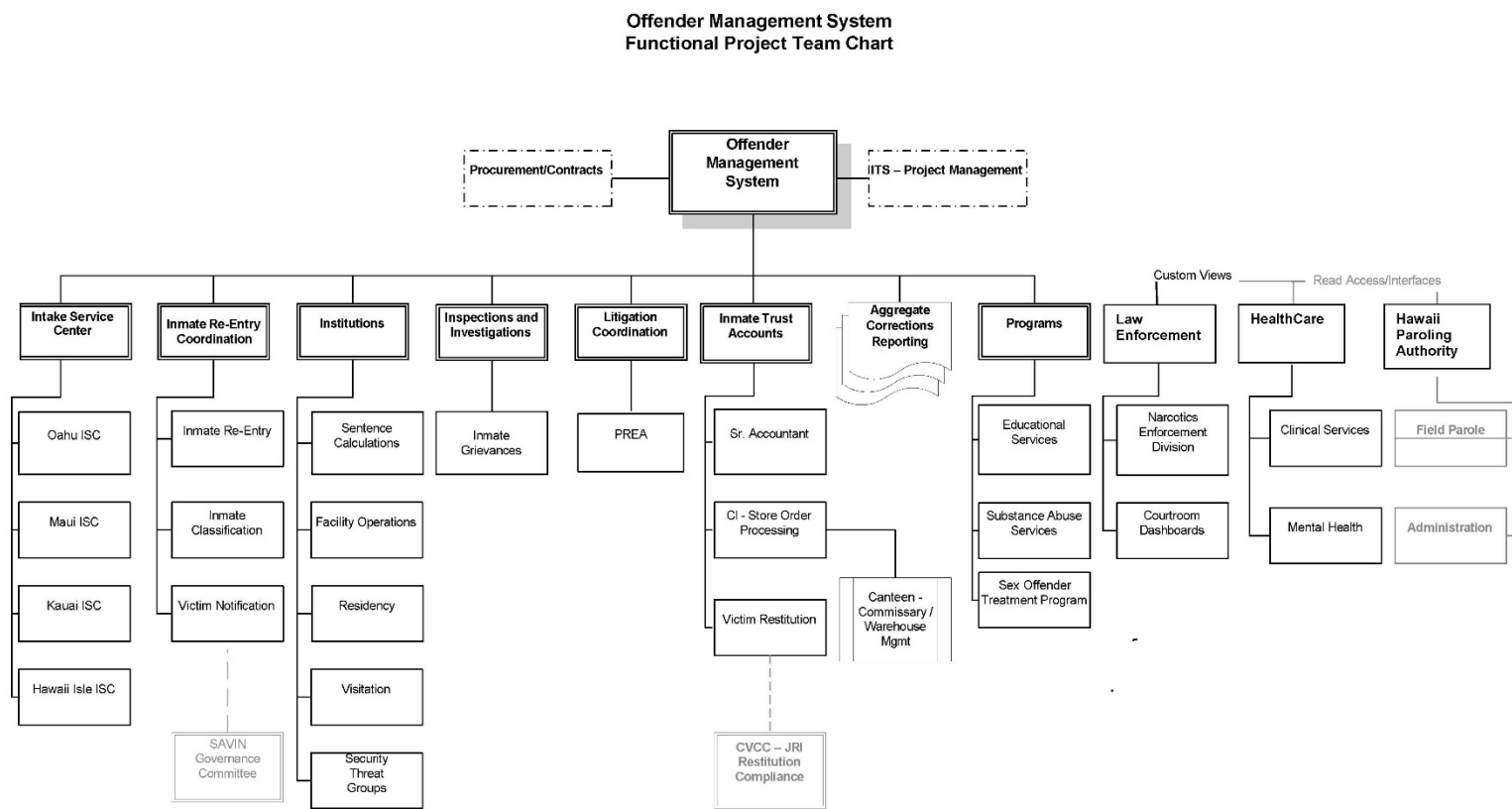
familiarize themselves with the following laws, policies, standards, and guidelines - or their future additions or replacements:

- a) Hawaii Revised Statutes §27-43 - Office of enterprise technology services; chief information officer; information technology steering committee; establishment; responsibilities. State of Hawaii CIO. (<https://ets.hawaii.gov/it-governance/it-governance-forms/it-budget-and-spend-request-cycle/hrs-section-27-43/>)
- b) ADMINISTRATIVE DIRECTIVE NO. 18-03 - Program Governance and Independent Verification and Validation Requirements for Enterprise IT Projects (<https://budget.hawaii.gov/wp-content/uploads/2018/10/AD-18-03-Program-Governance-and-Independent-Verification-and-Validation-Requirements-for-Enterprise-IT-Projects.pdf>)
- c) ETS IT Governance found on the Hawaii ETS website (<https://ets.hawaii.gov/it-governance/>)
- d) ETS Policies, Standards and Guidelines found on the Hawaii ETS website (<https://ets.hawaii.gov/policies/>)

2.2 STAKEHOLDERS/USERS

Figure 1 depicts the various roles involved in this project. It is not an organizational chart of the DCR.

Figure 1 – DCR Functional Project Team Chart



----- Lightly colored lines and boxes indicate that the system is used entirely for reference purposes and/or for nightly data downloads. These groups do not actively update information.



CVCC - JRI Restitution
The Crime Victim Compensation Commission is an administratively attached agency to the DCR. Its principal involvement in this project is to ensure that proper restitution is provided to their constituents. Additional information regarding the CVCC JRI Restitution Compliance office in the table below.



The Hawaii Paroling Authority is an administratively attached agency to the DCR. Its involvement with this project is again, to ensure that information commonly

referenced now will be easily accessible on the new software platform. Additional interest was sparked with the possibility of leveraging the integration of Inmate Program status and other information, saving them time and money.

Table 1 depicts a list of stakeholders for this modernization project.

Table 1 – Project Stakeholders

Stakeholder	Description
Adult Corrections Officers (ACO)	Correctional officers supervise the daily activities of inmates, ensuring that inmates obey the rules. They must also always ensure the whereabouts of all inmates.
Correctional Industries (CI)	Correctional Industries is a division within DCR. Its goal is to provide hands-on work experience in a variety of fields. Regarding this project, CI manages facilities “canteens” (Commissaries), closely related to the Inmate Trust Accounts.
Crime Victim Compensation Commission (CVCC)	The Crime Victim Compensation Commission (Commission) was created in 1967 by the Hawai‘i Legislature to alleviate the physical, mental, and financial hardships suffered by victims of violent crime. The Commission provides compensation to victims of violent crimes for their crime-related injuries and losses, and to “Good Samaritans” for injuries or property damage suffered in the prevention of a crime or apprehension of a criminal. The Commission is comprised of three Governor- appointed Commissioners, an Executive Director, investigators, and support staff. The Commission is governed by Chapter 351, Hawaii Revised Statutes and Section 23-605 of the Hawaii Administrative Rules.
CVCC JRI Restitution Accountability	Under the general direction and guidance of the Executive Director, the Justice Reinvestment (JRI) Restitution Accountability Project collects restitution and crime victim compensation fees from prison inmates and parolees; disburses restitution to appropriate victims/payees; identifies and addresses issues impacting the assessment and collection of restitution; and monitors the collection and disbursement of restitution from probationers through the repayment of restitution to the Commission on cases where the Commission provided compensation to crime victims. The Commission’s restitution recovery efforts will assist the Correctional Facilities and the Paroling Authority to meet their statutory obligation to crime victims. The Commission’s recovery efforts identify issues relating to the

Stakeholder	Description
	assessment and collection of restitution by prosecutors, victim witness advocates, correctional facilities, Hawai'i Paroling Authority, and the Judiciary and allow the Commission to work collaboratively with these agencies to address the problems
Department Statistician (Aggregate Corrections Reporting)	The Department Statistician provides the Department with a source for aggregate information gathering of inmates from intake to release. Reports produced by this position consist of a variety of criteria depending upon the needs of requestors (executives, news media, or prison reform analysts).
Education Specialists (Programs)	Education professionals, employed in the assessment, planning, coordination, delivery, and evaluation of an inmate's education path.
Facility Operations	For the purposes of this RFP, Facility Operations refers to the tasks and responsibilities of adult correctional officers (see "ACO" above).
The Hawaii Paroling Authority (HPA)	<p>The Hawaii Paroling Authority is an administratively attached agency to the DCR. It sets a minimum term of imprisonment for all inmates convicted of felonies and sentenced to imprisonment for four years or longer. Once the minimum term expires, the inmate becomes eligible for but is not required to be released on parole.</p> <p>In exchange for this opportunity, the offender agrees to follow certain conditions. If the conditions are violated, the offender may be returned to prison.</p> <p>Parole can only be granted if the offender is not serving a mandatory minimum sentence of imprisonment established by the court.</p>
Inmate	<p>Detainees and those sentenced for felonies and misdemeanors were incarcerated at one of Hawaii's eight (8) facilities or at the outsourced facility at Arizona.</p> <p>Latest headcounts may be determined at ehawaii.gov under "Corrections Division"</p>
Inmate Classification Specialists (Residency)	<p>These employees work within facilities and are classified under different nomenclature. However, they perform the bulk of data entry. The data collected includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Detailed Demographics 2. Risk Assessments 3. Mug Shots <p>Identification and photographs of scars, marks and tattoos (SMT)</p>

Stakeholder	Description
Inmate Grievance Specialists	Inmate Grievance Specialists provide inmates with a means to report to ACOs regarding mistreatment. If adequate proof can be determined, these incidents may end in disciplinary action or termination of the ACO's employment.
Intake Service Center (ISC) Case Workers	<p>As indicated in the background section above, these employees perform functions depending on the status of the individual being processed:</p> <ul style="list-style-type: none"> - Personal/Family information. Security information and Medicaid/health screening - Bail evaluation - Supervised release management <p>ISC case workers are stationed in 4 offices around the State (one for each county)</p>
ITA Account Clerks	Charged with the management of Inmate Trust Accounts.
Prison Rape Enforcement Act (PREA)	<p>The Prison Rape Elimination Act of 2003 (PREA), a federal law, was passed to address sexual abuse and sexual harassment in prisons, jails, community correctional centers, and lock ups. In support of PREA, DCR has a "Zero Tolerance" policy against any form of sexual abuse and sexual harassment towards an offender by another offender, staff member, volunteer or contractor.</p> <p>For additional information click this link and review the introduction of our 2022 PREA report.</p> <p>A special operational team is responsible for investigating, enforcing, and reporting infractions.</p>
PREA Administrator	The DCR PREA Administrator is responsible for compliance with federal requirements. Federal audits are conducted at regular intervals to ensure prevention and safety to inmates during their incarceration.
PREA Officers	PREA Correctional Officers are designated to investigate incidents and record/report their investigations, findings, and other relevant incident information.
Restitution Specialists	Restitution Specialists consist of experienced personnel, knowledgeable in existing and prior regulations regarding monetary restitution due to crime victims of the inmates.

Stakeholder	Description
Security Threat Group (STG)	The STG is a specialized task force of Corrections Officers charged with managing information about gangs and their interaction with inmates in our facilities.
Sentence Calculation Clerks	These clerks calculate inmate release dates based on physical court documents. This can be a complex process in circumstances with mixed consecutive and concurrent sentences.
Sex Offender Treatment Specialists (Programs)	These specialists are skilled with the treatment of sex offenders.
Substance Abuse Specialists (Programs)	These are trained professionals specialized in providing treatment and support to inmates to recover from addiction or modify problem behaviors.
Victim Notification (SAVIN Coordinator)	The SAVIN Coordinator is responsible for ensuring proper transmittal of appropriate inmate movements to a public facing internet site available to registered crime victims.

2.3 BACKGROUND DESCRIPTION OF DCR CORRECTIONS

The State of Hawaii Department of Corrections and Rehabilitation, Corrections Division is responsible for the placement and management of pretrial and sentenced individuals as directed by court rulings and statutes in addition to Departmental Policies and Procedures.

The Corrections Division consists of several major subdivisions:

1. Intake Services Center Division
2. Reentry Coordination Office
3. Institutions – Facility Custody Management
4. Inmate Trust Accounts
5. Correctional Programs
6. Health Care Electronic Medical Records

We have included a description of the legacy systems supporting these subdivisions in the subdivisions descriptions. The DCR desires a replacement offender management system that will substantively result in retirement of these systems.

2.3.1 OffenderTrak

OffenderTrak is the primary Offender Management System that the DCR uses to automate the operations and administration of its correctional facilities. An official announcement from Motorola Solutions stated official support for OffenderTrak will end on June 30, 2025.

A reproduction of the DCR training manual for OffenderTrak can be viewed when requesting confidential content by authorizing and submitting the “Request for Confidential Content” [Section 7.1](#)

2.3.2 Intake Services Center Division (ISCD)

ISCD is responsible for initial assessment or facility intake of persons committed to the custody of the DCR. This occurs at the Community Correctional Centers (CCC) located on Oahu, Maui, Hawaii Island, and Kauai. ISCD is also responsible for preparing bail reports on persons unable to afford bail and for supervising individuals who are released pending trial and ordered by the courts to some type of pretrial supervision.

2.3.2.1 Facility Intake

The first major function of ISCD is facility intake. In FY 2018, ISCD performed 12,708 facility intakes. These intakes include collecting personal and family information, security information, and a medical/mental health screen. As part of the intake process, ISCD staff are required to complete a classification assessment on each admission to insure the proper housing placement at the CCC (“Community Correctional Center”, i.e. “Jail”). In May of 2014, ISCD began conducting the PREA screening.

Note: As regards to this project, Facility Intake will be considered to be an operation conducted by correctional facility staff responsible to the Institutions Division (ref. DCR Team

Chart above). ISCD will not be considered to be charged with management of this business function.

2.3.2.2 Bail Evaluation

The second major function of ISCD focuses on bail evaluations. All persons being held for bail by the county police or confined in a jail with bail are eligible for a bail evaluation. In fiscal year 2018, ISCD conducted 10,557 bail investigation reports. A bail investigation starts with the ISCD staff assessing the detainee using the Ohio Risk Assessment System-Pretrial Assessment Tool (ORAS-PAT). The ORAS-PAT will score the detainee as low, medium, or high risk for pretrial failure. Pretrial failure is defined as being arrested for a new crime or failing to appear in court while on pretrial release. The bail evaluation is submitted to the court with a recommendation for some form of pretrial release or that the person be held pursuant to the Court's order, which may include bail.

2.3.2.3 Pretrial Supervision

The third function of ISCD is to supervise persons released by the court on pretrial supervision. In FY 2018, ISCD had a total of 2,200 new cases of supervised release for a total active caseload of 11,543 statewide. There was a total of 1,873 closed cases with 1,210 cases successfully closed and 663 cases that were unsuccessful. The cases that were closed unsuccessfully were due to arrests for new crimes, failure to appear in court, positive illicit drug use and other court condition violations. In FY 2018, ISCD's supervised release program achieved a 65% success rate.

2.3.2.4 Inmate Assessment

Inmates are assessed at several custody points by two groups of stakeholders, shown below in Figure 2.

Figure 2: Inmate Entry Custody Points

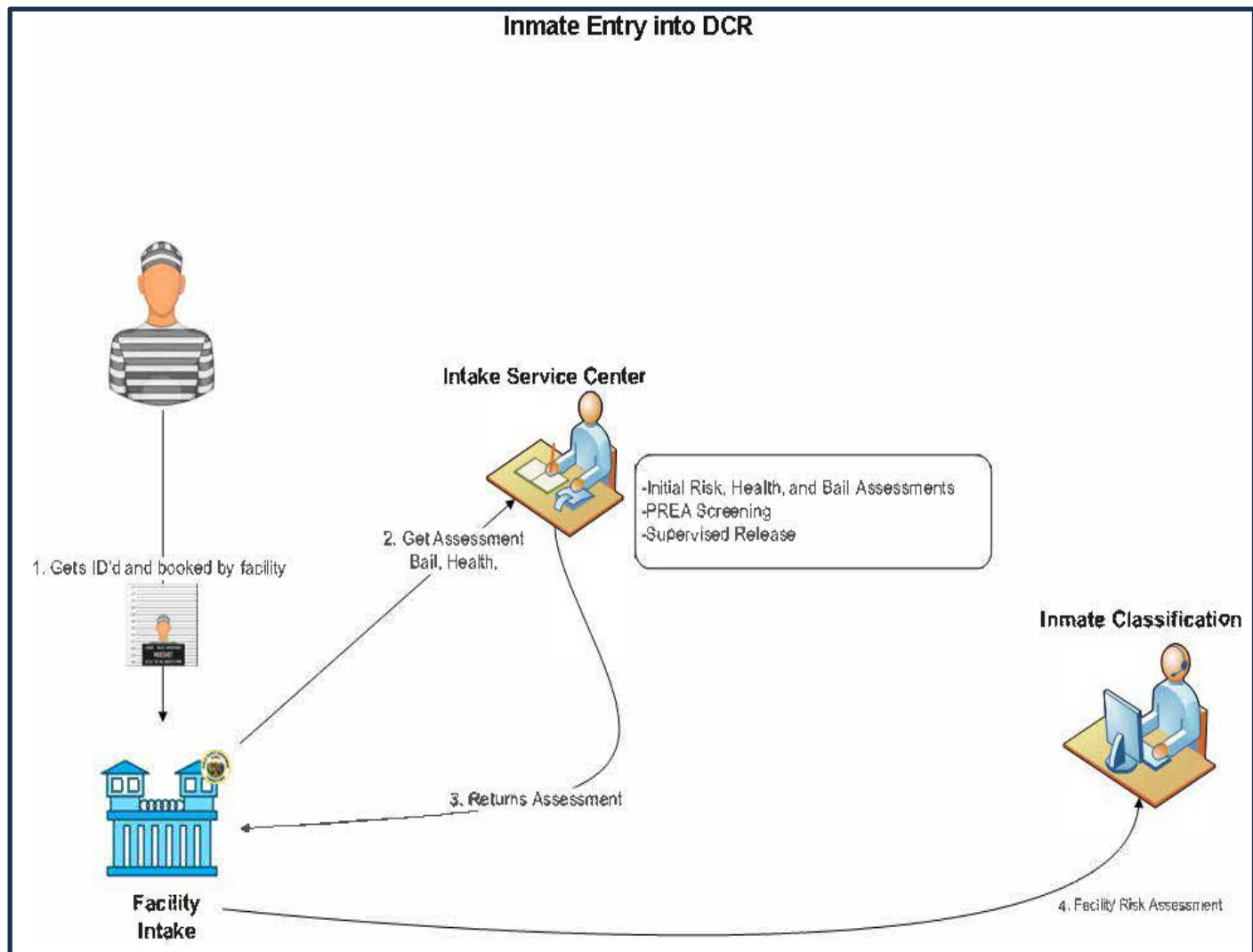


Figure 2 above indicates the distinction between our two assessment groups (for post-sentencing):

1. Intake Service Centers provide control at the entry point for the DCR whether an inmate has been sentenced or is awaiting trial.
2. Inmate Classification principally identifies the level of risk a sentenced inmate may pose to himself, other inmates, correctional officers, non-uniformed staff and civilians working in the facility (as well as the community). Inmates may also be reassessed during their incarceration by Inmate Classification staff.

2.3.2.5 *ISCD Legacy System*

The legacy system supporting the ISCD is a customized, in-house developed system, written in Microsoft C# with data stored in an on-premise Microsoft SQL Server 2012 database on a Windows Server 2008 computer. The ISCD system houses data collected from interviews and relevant police reports, risk assessments, and information to monitor people sentenced with supervised release. Interview data is captured directly into the system, minimizing the use of paper.

Reports produced by the ISCD system are generated by the client directly from the server (via SSRS). Bail reports are rendered in PDF file format via SSRS and subsequently transmitted electronically to the Judiciary utilizing FTP.

For a deeper look into the ISCD usage, the Offeror is encouraged to review the ISCD user manual in [Attachment X](#).

2.3.2.6 *Data Structure:*

Table names and counts will not be made available. Specific table and column names will be provided to the awarded Offeror. Additionally, documentation of entity relationship diagrams for this relational database are not currently available.

2.3.2.7 *Data Exchanges:*

The ISCD database makes use of a common *Green Box* database supplied by the State of Hawaii Attorney General. Use of this database provides a means to populate interview forms, streamlining manual data entry considerably.

The Hawaii CJIS *Green Box* is also used by OffenderTrak for similar purposes.

For more information on Data Exchanges, review Attachment VII Functional and Technical Requirements Worksheet #26.

Offerors should understand that input screens, saved data, and reports for these two groups of stakeholders should remain distinct, particularly to those Offerors who manage jails and prisons separately for states that do not maintain mixed populations of sentenced and pretrial inmates such as Hawaii.

2.3.3 Reentry Coordination Office

The Reentry Coordination Office, continuing under the general supervision of the Office of the Deputy Director for Corrections, refers to an operational unit of field experts working together to identify gaps in available programming and develop corrective actions to effectively address the deficiencies. This unit strives to ensure inmate custodies are being calculated at the least restrictive level and work towards increasing collaboration efforts between the department, other agencies, and community partners. The purpose: to provide services, pre- and post-release, in preparation for an inmate's return to the community and to increase chances for success.

Inmate Reentry refers to an operational unit of Field Experts providing a range of professional services, including:

2.3.3.1 *Inmate Classification*

Inmate Classification's principal purpose is to identify the level of risk an inmate may pose to himself, other inmates, correctional officers, non-uniformed staff, and civilians working in the facility and in the community. The Inmate Classification Office (ICO) takes into consideration several objective factors when determining a custody designation, while also making sure to place the inmate in the least restrictive environment possible. As the custodial requirements differ between the jail and prison populations, distinct instruments have been developed to assess each inmate, depending on their assignment, with special management plans created, based on these assessments.

Inmate Classification is the "Heavy Lift" within the confines of DCR Correctional facilities, responsible for monitoring the integrity of the instruments, and the information that determines an inmate's custody level. Data entered by Classification professionals are commonly used for demographic, biometric, gang, and other forms of reporting as well as detailing historical and behavioral information.

Refer to the Attachment X for a sample of the Inmate classification assessment instrument form. Specific details may be obtained by Offerors after the completion, signing, submittal, and approval of the [attached non-disclosure agreement](#).

There are up to 92 residency staff with varying degrees and functions at our facilities.

2.3.3.2 The Statewide Automated Victim Information and Notification System section or SAVIN/VINELink

The purpose of SAVIN is to develop and manage an open but comprehensive statewide 24/7 automatic notification program for victims and other interested parties to be informed on an offender's movements within the department in order to best manage their safety. The notifications are distributed by telephone, texts, or email, and through this program, DCR provides accurate and timely notices for victims and others to create a safe environment for themselves and their family. The services are free, anonymous, but most importantly, confidential, working with community providers to increase their involvement by providing, "hand off" opportunities to reduce the number of violent incidents and ultimately, break the cycle of increased violence the community is currently experiencing.

2.3.3.3 Victim Restitution Section (RAVS)

RAVS provides free information, support, and referral assistance to victims of crime and the general public. RAVS is also responsible for processing automatic deductions from inmate accounts for payments towards court-ordered restitution, both pre- and post-release. RAVS is responsible to ensure that funds are regularly collected and sent to the Crime Victim Compensation Commission (CVCC) so that payments to victims are distributed in a timely manner. RAVS provides responses to questions regarding the criminal justice process, much like the Victim-Witness Kokua section of the Prosecutor's Office does. They assist with inquiries related to the victim's court-ordered restitution, guide victims when registering with the **SAVIN/VINELink** system, to receive automatic notifications, and offer referrals for victims to connect with community services and resources. This assistance also includes connecting to the Crime Victim Compensation Office and to advocate for providing support and guidance on behalf of victims being harassed by or receiving unwanted contact from inmates, either still

incarcerated or within the community.

2.3.3.4 Program Planning and Training Section

This section utilizes the Comprehensive Offender Reentry Program (CORP) system to validate a program's efficiency, identify gaps in programming, and develop and contract services to effectively address or improve the current curriculum being provided. Using the Prison and Jail Checklist, this section strives to propagate lines of communication between the department, other divisions, and community providers to conceptualize and implement new evidence-based, reentry programs and services to address needs identified by the checklist. This section coordinates initial and regular, follow-up training on the use of checklists to develop program plans for inmates and staff to use as guides as the inmate transitions through the system.

Training on new programs that are introduced is also a part of this section's responsibility, to assist staff with the many questions and procedures involved, to ensure program principals remain intact and goals are reached and maintained. At times, this section works with Risk Assessment to plan and coordinate statewide training, developing tools to validate the program's overall effectiveness to sustain its goals.

2.3.3.5 Risk Assessment Section

This section evaluates, monitors, and manages the department's inmate risk assessment instruments and overall system to ensure uniformity of its application and the integration into an inmate's program plan at correctional facilities statewide. The section coordinates training for staff with the Interagency Council on Intermediate Sanctions (ICIS) on the two (2) evidence-based instruments used statewide to determine an inmate's risk for recidivism: the Level of Service Inventory-Revised (LSI-R), a 54-item instrument used to assess an inmate's propensity for recidivism while also identifying the principles of effective interventions and 6 main risk factors for future criminal activity and the Adult Substance Use Survey-Revised (ASUS-R), a 96-item, psychometric-based, adult self-report survey, comprised of fifteen (15) basic scales and three (3) supplemental scales, all of which are used to assess the patterns and problems associated with the use of alcohol and other drugs.

This section also assists the other sections of the unit to standardize the evaluation process of program performance and increase monitoring, if needed, to ensure that the relevancy of any given program remains consistent with department goals and objectives and that it is effectively maintained. Risk Assessment helps the other sections of the unit to develop strategies for improvement, ensure uniform continuity of instrument application, and integration at all correctional facilities, statewide.

2.3.3.6 Legacy System

The legacy system supporting the Reentry Coordination Office is largely OffenderTrak. It maintains information gathered at facility intake, custody, and release. OffenderTrak has an Oracle client interfaces with an on-premise Oracle v11.2 DBMS using Microsoft Windows Server 2008. It maintains a history spanning several decades, inclusive of information migrated from an older, minicomputer framework in 1997.

The following Reentry Office groups enter data into OffenderTrak:

(a.) Inmate Classification

As indicated above, Inmate Classification entries comprise the bulk of demographic and arrest history information for our Corrections Systems. Standard jail and prison interview formats have been implemented to guide interviewers through the process. A sample training handbook and interview format can be obtained after DCR receives and authorizes the attached non-disclosure agreement from a requesting Offeror. During this process, information is selectively imported from the “Green Box” database supplied by the Hawaii Criminal Justice Data Center, which subsequently pre-fills information and intelligently disables interview items that are not applicable.

(b.) Victim Notification (movement transmittals)

OffenderTrak contains triggers for specific inmate events such as movements, releases, death, and escapes. Descriptions of these predefined movements are sent to Appriss VINE, our current contractor for this service, via a comma-delimited file.

(c.) Victim Restitution Specialists

(d.) Inmate Reentry

2.3.4 Institutions – Facility Custody Management

The State of Hawaii is one of a handful of states nationwide that maintains community correctional centers (jails) and prisons. Generally, Community Correctional Centers house pre-sentenced detainees and inmates who have been sentenced to one year or less. Prisons in Hawaii detain those whose term is longer than one year of imprisonment and parole violators.

Jails

The department oversees the following jails: Hawaii Community Correctional Center, Kauai Community Correctional Center, Maui Community Correctional Center, and the Oahu Community Correctional Center. Hawaii jails provide for the secure incarceration of our pretrial and short-term sentence misdemeanor population. Jails are locally situated on each major island. The jails also provide for the transitional sentence felon population, those who have almost completed their felony sentences, and are returning to the community. Our jail population consists of both male and female inmates.

Prisons

The department oversees the following prisons: Halawa Correctional Facility, Waiawa Correctional Facility, Women’s Community Correctional Center, and Kulani Correctional Facility.

Total inmate population fluctuates but was last recorded at roughly 5,500 adults. Offerors are welcome to visit the Corrections Division website for the latest head counts organized by facility and gender at <https://dcr.hawaii.gov/about/divisions/corrections/Additional> noteworthy institution functions include:

2.3.4.1 Sentence Calculation

Sentences are presently calculated and recalculated manually by personnel at both jails and prisons. After receiving them, clerks must:

- i. Interpret physical court documents
- ii. Researching historical information
- iii. Enter their calculations into OffenderTrak

Hawaii does not utilize “good time” but may do so in the future.

2.3.4.2 Inmate Booking

The following are examples of data captured during booking. This is not a comprehensive list:

- i. Electronic Mug Shots and scars, marks, and tattoos.
- ii. Demographics
- iii. Property management

2.3.4.3 Inmate Housing

OffenderTrak provides an interface that recommends suitable housing for inmates. Inmate placement and movement reports are drawn from this unit.

2.3.4.4 Incident/Misconduct.

OffenderTrak contains an in-depth incident/misconduct reporting feature that lists the date, description of misconduct, and other details.

Hard copies of these incident reports are scanned and loaded into the OffenderTrak database.

2.3.4.5 Alerts

OffenderTrak allows for several types of alerts, including but not limited to:

- a. Misconduct
- b. Suicide Watch
- c. Safety
- d. Location Change (“Admin Seg”)
- e. PREA
- f. Health (entered manually)
- g. COVID-19 (entered manually)
- h. Gang affiliation.
- i. Other (“Court Order”)

2.3.4.6 Court Appointments, scheduled visits, sessions, and reform program classes.

As of this writing, OffenderTrak is used to manage visits.

It is hoped that, with an integrated system, classroom/therapy session and medical appointments will also be accessible.

Courtroom appointments are currently managed in most counties by OffenderTrak. However, a new third-party web application is in use for the Oahu First Circuit Court. More about this third-party application and its need for expansion will be covered later, under [Law Enforcement](#).

2.3.4.7 Visitation Management

Currently, logistics for facility visitation are managed on printed spreadsheets. The data is then keyed into OffenderTrak. OffenderTrak is also used to print visitor badges (standard paper to be inserted into tags) for approved visitors.

i. Visits

Inmate visits are currently scheduled by telephone and recorded in a spreadsheet. Dates and times of visitor entry and departure are recorded in OffenderTrak.

Visitation privileges may also be denied due to failed background checks and other concerns, or an inmate's custody status.

ii. Visitor Registration

All visitors must personally report to the Correctional facility and undergo background checks before being cleared. Failed background checks are recorded as well as those that are revoked, banned, and approved.

OffenderTrak manages the status of each requesting visitor and the outcome of the research.

2.3.4.8 Residency Functions:

DCR staff use OffenderTrak for the following residency functions:

i. Special housing for Administrative Segregation and Sanctioned inmates

ii. Logging, evaluation, and monitoring education status

iii. Work Line (prison work) Request Processing and Approval

Each facility maintains their own workflow guidelines. However, in general, case managers use the following criteria when evaluating inmate housing assignments:

- (a) Health clearance (from facility healthcare staff)
- (b) Sentencing Status (pretrial vs. Sentenced)
- (c) Custody level (community or minimum)
- (d) Alert history (incidents...etc.)
- (e) Charges level/type (felony type, violent crimes)
- (f) PREA and Gang affiliations
- (g) Release dates
- (h) Keep separates.

2.3.4.9 Security Threat Group (STG) management

STG management inside facilities consists of two components:

i. Screening and entry into OffenderTrak

ii. Investigative research. This can take the form of mug shot lineups, SMT photo searches,

housing reports and prison work assignments.

- a. Tattoo Search
- b. Specialized Screening Instruments
- c. Specialized STG Reports

2.3.4.10 Inmate Grievances

The purpose of the Inmate Grievance Program is to allow an inmate under the jurisdiction of the Department of Corrections and Rehabilitation (DCR) to seek a formal and constructive process to address inmate complaints relating to any aspect of his/her conditions of confinement through a credible, confidential, and independent administrative remedy process.

Grievance specialists investigate reports and/or pass them to other offices (PREA) for specialized handling. Hard copies are customarily uploaded into the Grievance subsystem of OffenderTrak.

The following levels of inmate grievances are directed through Grievance Officers:

1. Directed to the immediate source of the problem (e.g., Complaint against an ACO will be directed to the Chief of Security).
2. If the inmate is not satisfied with the response, directed to the next logical position (e.g., Warden)
3. If the inmate is still not satisfied with the response continues to be unsatisfactory, it is again elevated to the next higher position (e.g., Warden, or Institutions Division Administrator).
4. As a last resort, the inmate has the right to file a lawsuit.

For more information, consult our Policy & Procedure regarding [the Inmate Grievance Program](#). The legacy system supporting the Institutions is largely OffenderTrak.

The following groups enter data into OffenderTrak:

i. Institutions Record keeping

(a) Inmate Booking

Amongst other activities, at booking the inmate is photographed, belongings are recorded and stored, and other biometric readings are taken.

(b) Sentence Calculation

Sentencing Calculation (i.e. “release date”) is of particular interest. Separate ad-hoc and contracted “helper” applications in MS Access and Excel have been devised to facilitate proper release date computation and to produce necessary paperwork.

OffenderTrak provides a rudimentary calculation feature which has been faulted where multiple concurrent sentences are combined with consecutive ones. Additional “helper”

spreadsheets are used to assist with accurate computation.

(c) Housing

Housing assignments are performed by designated Adult Corrections Officers. Information gained from Classification risk assessments and charges filed against the inmate.

(d) Residency

Residency focusses on Reentry goals in addition to the immediate needs of the facility at which they work.

(e) Visitation

OffenderTrak manages visitor registration and allows for visitor scheduling. Currently, the application does not provide public-facing pre-registration/scheduling website capability. While in- personal registration would still be a requirement, online scheduling is highly desirable.

ii. Adult Corrections Officers

The primary focus of Adult Corrections Officers in the DCR is to manage inmates individually, not record-keeping of their activities. Digital Cellblock logs are also not maintained in Hawaii due to current restrictions. As a result, it is estimated that fewer than 500 guards (of the approximately 1,400) have authorization to enter data in OffenderTrak. The percentage of authorized guard usage of OffenderTrak varies by facility, presumably due to the degree of overlapping roles each ACO must assume for their facility needs.

iii. STG & PREA Officers

STG and PREA officers require specialized interview “instruments” in addition to the data gathered from Classification teams. Data recovered from these assessments are entered into OffenderTrak both online from computer terminals, and offline when terminals are not available.

Refer to Attachment X for sample STG and PREA assessment/validation instruments and report samples.

Data gleaned from these instruments are gathered into reports and used for inmate management, investigations (including law enforcement), and Federal Compliance.

iv. Inmate Grievance Officers

OffenderTrak has been customized to manage inmate grievances. This feature provides Grievance Officers with a real-time, integrated tool to easily investigate, and manage issues with complete confidentiality. Refer to Attachment X, Inmate Grievances at the end of this request for sample screen snapshots and a sample report.

v. Narcotics Enforcement (NED) and Security Threat Group (StG) Investigations

Both NED and STG groups currently utilize mugshot lineups based on demographic data as well as other information pertaining to their specialties. They also expressed interest in the use of visitor registration and visit schedule history, court appointments, inmate trust fund

donation sources, and arrest history of inmates.

In addition to their use of OffenderTrak for reference, Sheriffs and designated STG Corrections Officers conduct interviews with inmates using an instrument similar to Inmate Classification. A sample form and subsequent reports can be found in the STG Attachment X.

Beyond the above groups, there are a host of operational units that use their OffenderTrak logins for reference purposes. Groups included in this group are PREA administration (mentioned above), Law Enforcement, and the Department Statistician for aggregate reporting (To be discussed singularly later in this section).

2.3.5 Inmate Trust Accounts (ITA)

Inmate Trust accounts provide inmates with a means to store funds and spend them on prison commissary items. Fund sources take the form of donations from approved visitors and payroll from prison work.

Procedures for managing inmate trust accounts have been summarized below. Offerors are advised to review [official procedures](#) to gain a complete overview, and to measure the adjustments that their products may need.

1. Restricted and Spendable Accounts

An inmate trust fund consists of two accounts – a spendable account and restricted one. Remaining balances in restricted accounts are provided to the inmate at release.

2. Deposits

Deposits take the form of payroll from work furlough programs, donations, and prison work/line duty. All deposits during inmate incarceration are subject to deductions as outlined in court orders, State statutes, and departmental policy.

Fifty percent (50%) in excess of \$20 in a single month of all money earned by an inmate while incarcerated is held in his restricted account.

A standard restitution percentage is automatically calculated and deducted from most deposit categories based on sentencing date unless otherwise ordered by the Court.

Donations from outside sources can be received by mail or in-person. In the latter case, receipts are generated and given to the source of the donation. Donations can only be processed from an approved source on the inmate's visitor list. They are deposited in full to the inmate's spendable account.

As indicated above, inmates may generate payroll income while incarcerated in the form of

Correctional Industries' work/line duty or work furlough programs.

Payroll Deposits

Payroll from prison work is presently entered from timesheets, submitted by the duty officer. These dates and times are recorded in our ITA program in a grid, consisting of inmates, hourly rates, and total earnings.

The screenshot shows a software interface for entering payroll data. At the top, there is a 'Pay Period Date' field set to '31-DEC-2019' and an 'Edit Time Sheets' button. Below this are three input fields: 'Section Description', 'Unit Description', and 'Funding Source'. The main part of the interface is a grid with the following columns: 'SID', 'Inmate Name', 'Inmate Facility', 'Pay Grade', 'Hourly Rate', 'Hours Worked', and 'Earnings'. The first row of the grid has a value of '0.00' in the 'Hours Worked' column. Each cell in the grid has a small downward arrow icon next to it, indicating a dropdown menu. The grid is currently empty except for the first row's value.

Once posted, earnings are deposited into the inmate's trust account. These entries are saved in the database for accounting purposes.

3. Withdrawals and Deductions

Store Orders – the DCR Canteen

In addition to providing prison work opportunities for inmates, the Hawaii Correctional Industries Division maintains Canteen (Commissary) services to inmates detained within the State. This division provides, amongst other things, paper order forms and menus for inmates to fill by pencil. These paper forms are scanned and sent to a third party, ("Tech Friends"). Tech Friends processes the orders and reads account balances transmitted by ITA. Based on item priority (set by facility wardens), items requested, and available balance, Tech Friends subsequently sends a list of fillable orders back to Correctional Industries while transmitting the corresponding transactions to Inmate Trust Accounts. ITA deducts inmate balances when uploading these transactions.

Merchandise availability is determined by the facility warden. Consequently, menus are generally unique to each facility and configurable by end users.

At purchase, 2.5% of the price for most items (there are some exceptions) are transferred to an ITA fund. 4% is transferred to a SAVIN fund.

The Hawaii Correctional Industries maintains a warehouse of goods for each canteen. Standard procedures have been established in order to maintain quality control and

adequate inventory levels for correctional facilities.

Additional commissary workflow information may be obtained in Chapter 21 of P&P COR – PSD policy by clicking [this link](#). It is not confidential and is open to the public.

4. Victim Restitution (Reentry Coordination Office)

As of this writing, a standard victim restitution percentage is applied based on the sentencing year unless otherwise ordered by the Court. These rates may be added to or change with time:

- i. Before 7/1/2012
Payroll is only deducted at a rate of 10%.
- ii. On or After 7/1/2012
All payroll and deposits are deducted at 25%, except for Social Security and Child Support (receipt) checks and Veteran Administration (VA) income.
- iii. Work Furlough
All deposits from work furlough are deducted at 25%, regardless of sentencing year.

5. Restitution transfer to Crime Victim Compensation Commission (CVCC)

RAVS will prepare the monthly cash receipts and payroll deduction batches in CRMS (CVCC's online restitution database) at designated times of each month (1st for Cash Receipts and 15th for Payroll of the following month). RAVS will then submit the batch to CVCC via email for review and approval. When approved by CVCC, RAVS will inform the facility via email and facility staff will prepare and remit payment to CVCC.

6. Other Deductions

Other sources of deductions can include child support payments, replacement costs of damages to State property while incarcerated...etc. (for more details browse to Chapter 2 of the P&P COR – PSD policy by clicking [here](#)).

7. Release Distribution

Numi Financial (Stored Value Cards, INC.) currently provides Prestige Release Cards to all eight Hawaii DOC facilities. These cards are to provide released inmates with their funds. They are immediately useable upon issuance everywhere that Mastercard® is accepted.

The DCR wishes to continue the use of Numi Debt Release Cards and may wish to have

future expanded products such as Work Release cards. The winning vendor will dually execute a Non-Disclosure agreement with Numi to automate the option to release funds via Numi Financial using their existing API interface requirements. When releasing an inmate, the DCR should have the ability to release with a check (for transfers to other agencies/facilities) or a Numi Debit Release card. Upon selecting Numi, the interface between the awarded OMS vendor and Numi shall communicate inmate name, Inmate ID number, Date of Birth, and Inmate Trust Balance in scope of the Numi interface API. The software would then prompt the user to scan a blank Numi Card via a Numi-supplied, USB barcode reader. On- screen prompts will display a successful or non-successful activation. The funds will be automatically zeroed in the Inmate Funds Management software and the card will be instantly useable. Minimum card load amount is \$.01, the maximum load amount is \$9,999. The software will then produce a receipt that will be signed by the released inmate. The receipt will show date and time of release/card issuance, inmate name, inmate ID number, card load balance, and provide a disclaimer pursuant to federal guidelines and Mastercard regulations. The receipt shall have a place for the Cardholder to sign verifying acceptance of the card, the program and accompanying materials. This language will be supplied by Numi Financial and may need to be modified to reflect changing regulations.

The legacy system supporting the ITA unit is a separate application called ITA. The ITA system is presently a native Oracle suite version 6.0 on a Microsoft Windows Server 2003. Its user's number under 30 and include facility business office account clerks, office assistants, and restitution specialists.

The application receives nightly transmittals from OffenderTrak to synchronize inmate movements and perform other vital processes. Each correctional facility currently maintains its own, independent bank account to manage their own pool of funds – transfer checks must be sent to receiving facilities when inmates are relocated.

Due to its distinct disposition separate from OffenderTrak, inmate movements are frequently not processed cleanly, resulting in the inmate's inability to procure goods from the commissary and potentially more complex issues. It is hoped that Offerors will provide the DCR with some relief.

The following is a summary of activities and policies associated with Inmate Trust Accounting. For more detailed information, it is advisable to review its Policy and Procedures.

Event-Driven Activities

- (a) Facility Intake:
 - (1) Account Creation or reinstatement
 - (2) Deposit contingent on funds
- (b) Transfers (inmate movements):
 - (1) Inmate's accounts are reconciled.
 - (2) Check is written to the receiving facility.

- (c) Inmate Release:
 - (1) Inmate's accounts are reconciled.
 - (2) If applicable, a check or debit card is issued to the inmate for the total amount remaining in both balances (restricted and spendable).
- (d) Quarterly Processing Requirements
 - (1) Each fiscal quarter (commencing on July 1), the State is required to provide inmates with account statements that detail prior balances, deposit and withdrawal transactions, deductions, and their ending balances. Account statements may also be provided on-demand.
 - (2) As statements are produced, the Inmate Trust Account Clerks must reconcile all balances within the system. The aggregate of all inmate accounts must be reconciled to the general ledger account and monthly bank statements. The monthly and quarterly reconciliations must be submitted to the DCR Fiscal Office for review and reporting.
- (e) Monthly Restitution
 - (1) Cash Deposits and Furlough.
Cash deposits and furlough batches are prepared each month from the Cash Receipts Journal Report.
 - (2) Payroll
Payroll batches are prepared utilizing the Payroll Distribution Report.
- (f) Store Orders (from prison commissary)
 - (1) Each week, inmates are ushered into a secured area, and fill out an order form.
 - (2) Forms are scanned and transmitted to a third-party vendor which digitizes the images into transactions that are subsequently transmitted back to the DCR and loaded into the Inmate Trust Accounts application.

While transactions are loaded and processed by the ITA, all deposits are frozen. This has caused issues due to corrupt transmittals resulting in a backlog of hand-written receipts.

Correctional Industries is a division within the DCR which manages warehouse inventories, the packaging, and delivery of ordered goods. The division utilizes a web solution called, "[LockDown](#)" which provides a wide range of inventory management tools including:

- Barcode automation
- Reorder points/alerts
- Inventory, Price Lists, item costs, and markups
- For orders, amounts due to SAVIN, and amounts due to ITA, blind receipts (warehouse pull orders)
- Bubble sheet scanning

Offerors with integrated inventory management suites (assuming other priority needs

are met) are strongly advised to respond. For additional information, browse through the DCR policy regarding the “canteen”.

(g) Donation-Deposits

- (1) At the time of this writing, donation-deposits are received physically. These transactions are entered into the application which prints a receipt.
- (2) Should the application become unavailable, clerks produce hand-receipts.
- (3) Work is currently underway to implement deposit kiosks which will transmit deposits to inmate trust accounts. This solution will utilize the “authorized visitors list” stored in OffenderTrak in following with the Department’s Policies and Procedures.

2.3.6 Corrections Program Services

The Corrections Program Services (CPS) is responsible for implementing and monitoring a variety of programs, aimed at providing inmates with education, nutrition, religion, substance abuse counseling, and sex offender treatment.

It consists of 6 primary branches which include:

1. Education Services
2. Sex Offender Treatment
3. Substance Abuse Treatment
4. Library Services
5. Food Services
6. Volunteer Services

Of these, Education Services, Sex Offender Treatment, and Substance Abuse Treatment programs will be included in this RFP.

1. Education Services

The vision of the Education Services Branch is to assist in developing self-empowered individuals who are successful in their reentry back into community. Its mission is to realize and actualize the potential of each individual through the development of academic education, career and technical training, cultural awareness and awakening, social, emotional and spiritual growth. Academic points from coursework can be gained when provided by teachers of local colleges. Similarly State and National licenses (e.g., forklift operator, electrician, etc.) may be also obtained.

Inmates may use transcripts and certificates at their Parole Board hearings. Education Services is a member of the Alliance for Higher Education in Prison and the ACA. There are roughly 20 Education Specialists at facilities across the State.

Official guidelines may be found in Chapter 14 of the P&P COR – PSD policy:

- i. [Academic and Career and Technical Program Standards](#)
- ii. [Administration of Inmate Education Records](#),

- iii. [Establishment of New Academic and Career and Technical Program](#)
- iv. [Post-Secondary Programs](#)

Educational Services uses a system called the Student Management System. SMS is an off-premise, web-hosted system specifically tailored to their needs. It is written in asp.net with an MS SQL Server database. Inmate information is periodically downloaded from OffenderTrak. Data entry is performed by education specialists stationed in facilities across the state. A wealth of operational and demographic reports is generated from this system on demand. Sample Education Services Reports can be found in Attachment X.

2. Sex Offender Treatment (SOTP)

There are six to seven treatment modules in SOTP. Two of them are at the core of our program (both called Relapse Prevention, one covering Victim Empathy and the other, Deviant Cycle) and can never be waived. The other four or five modules are skills (depending on their individual treatment plan) identified as important in reducing recidivism but can be taken through the department's Education section during their incarceration and then later used (with my permission) to either waive or test out of SOTP modules. SOTP is one of several programs the parole board recommends. When an inmate completes the program, the Parole Board is informed. Inmates begin the program two to three years prior to their TPD. Generally, the program takes about 18 to 24 months to complete depending on the inmate and not counting any possible disruptions, some of which include waiting for a needed treatment module or inmate misconducts. Completing SOTP is just one factor that will help the parole board decide to parole an inmate. Inmates still must register as a sex offender regardless of if they do the program. Inmates who complete the program can be cleared to go to the department's work furlough program and continue treatment in aftercare sessions.

The Sex Offender Treatment Program makes extensive use of MS Excel. As with other programs, SOTP manages inmate treatments and progress.

Refer to the Attachment X for more information regarding their treatment as well as the tracking spreadsheet used.

3. Substance Abuse Services

The goal of the Substance Abuse Services (SAS) is to eliminate the risk of recidivism with respect to substance abuse habits and crime. Risk assessments are based on screening sessions with inmates on several levels such as standard LSI-R/ASUS and Biological/psychological/social behaviors.

After these screening sessions, inmates are assigned to a Recommended Treatment Level (RTL) from which a schedule of treatment is designed and managed. Progress notes are recorded, and success rates are measured.

The SAS makes extensive use of MS Excel. They had previously used a web application similar to Education's to track inmate status and progress. It currently collaborates with other agencies using a multi-state sharing framework named "WITS". Statewide subscription to this service is provided to the program by the State of Hawaii Department of Health, Alcohol and Drug Addiction Division.

The SAS presently manages inmate sessions manually, via spreadsheets. Prior to this, a web application, "SMS" had been used until it failed to function and was abandoned. Input screens from this "SMS" application, Excel spreadsheets, and other reports can be found in the Attachment X.

The program additionally uses a "CyZap" workflow supplied by the State Judiciary to fulfill assessment paperwork requirements.

2.3.7 Health Care Division

The Health Care Division of the Department of Corrections and Rehabilitation operates medical units in each of its correctional facilities across the State of Hawaii. Each medical unit regularly treats both in- and out- patients as well as transports inmates to private hospitals when needed.

The Division is supported by approximately 200 employees, which includes approximately 15 doctors and 83 nursing positions in addition to therapists, assistants, and psychologists.

Services and specialties include general clinical, nursing, dental, mental health, social services, occupational therapy, psychology, and recreational therapy. Patients whose needs exceed the care limits of our medical units are transferred to appropriate private hospitals.

The Health Care Division currently utilizes eClinical Works (eCW) version 10.0 to manage its medical records. eClinical Works is on an on-premise server, maintained by the vendor. The new OMS must continue this interface with eCW..

2.3.8 Other Supported Functions

Below are additional functions that are currently supported by OffenderTrak.

2.3.8.1 *PREA*

The Prison Rape Elimination Act (PREA) is a federal law enacted in 2003 intended to address sexual abuse and sexual harassment in prisons, jails, community correctional centers, and lock ups. In support of PREA, DCR has instituted a "Zero Tolerance" policy against any form of sexual abuse and sexual harassment towards an offender by another offender or by a staff member, volunteer, or contractor.

Inmates are screened upon entry into the Corrections system by Intake Service Center employees via the PREA screening instrument found in Attachment X. If an inmate is to be detained by the DCR, screening results are factored into his housing, program participation, prison work, separation, and protective custody assignments.

Prison Rape Enforcement Act Officers are assigned to each facility. They respond to reports and grievances (above) and preserve the DCR's compliance with federal standards.

The PREA Coordinator gathers investigation data and produces reports to ensure that cases are closed in a timely manner and again, to ensure that the DCR complies with federal standards.

For more information regarding PREA standards at the Hawaii DCR, refer to our [Policies and Procedures](#).

2.3.8.2 Aggregate Corrections Reporting

Due to its varied nature, there are no standard Policies and Procedures in place for this function. Aggregate Corrections Reporting is imperative for DCR. Pre-defined, functional/operational reports that maintain office productivity are supplied by OffenderTrak, ISC, and ITA. Aggregate reports allow the executive branch to view the Division from several angles. This role is also responsive to news media and public information inquiries when called upon.

Aggregate Corrections Reporting combines data sources from the applications described above. Special interest groups, the media, and social researchers require reports and statistics that require this function to cross platforms. Many require combining age ranges, reform program participation, ethnicities, with sentencing, risk assessments, or even work line performance.

It is hoped that the amount of effort involved in data gathering is significantly reduced for this function. Currently, read-only queries in MS Access are linked to the ISC database. In the case of OffenderTrak, a subset must be downloaded into MS Access as well. Comma-delimited information from other sources is also imported and processed when the need arises.

More complex reports are exported to a format suitable for import to SAS (Statistical Analysis Software) where the department statistician can focus on his specialty to complete his reports.

2.3.8.3 Law Enforcement

Although the DCR Law Enforcement Division is separate from the Corrections and Rehabilitation Division, members use OffenderTrak in several different ways.

Their published mission is “...*To provide for the security of designated State facilities, lands, and waters. State law Enforcement will protect the public and State personnel within its purview by preserving the public peace, enforcing laws, preventing, and detecting crimes, and apprehending offenders.*”

Stakeholders from this division stepped forward with interest in this project:

1. Narcotics Enforcement Investigations
 - i. Mugshot/photo Lineup
 - ii. Special Incident Reporting
2. Courtroom Dashboard – Inmate Transport

DCR recently implemented a web-based courtroom dashboard which retrieves information from Court Calendars and provides facility forenotice to prepare inmates for trial. At last report, entry is recorded manually by the Court and monitored by facility personnel.

The courtroom dashboard was implemented in 2017 by a sole proprietor software company to improve inmate attendance for court appointments. The web-based application is designed in Ruby-on-Rails storing data in a PostgreSQL database and operates from an off premise Heroku platform.

The workflow is superficially elegant:

- i Daily Court Calendar is entered or uploaded by the Court to the dashboard database.
- ii The dynamically updating Court Calendar is displayed in different formats to terminals for:
 - (a) Local jail or prison
 - (b) Local ISC terminals
 - (c) Defendant Attorneys
 - (d) Sheriff Station at the courts

Concerns regarding a potential disparity between stored OffenderTrak appointment schedules and actual court appointments have made this an important item for inclusion in this project.

Sample reports and technical excerpts from the documentation can be found in Attachment X Courtroom Dashboards.

2.4 FUNCTIONAL AREAS

The DCR is seeking a fully realized, secure, web-based, vendor-hosted solution that will combine all the organizational functions utilizing a single platform from which data can be easily extracted. All proposed solutions will not require any proprietary desktop client software. The solution's data and software will be housed and managed by the awarded contractor outside of the Hawaii State government network, accessible to DCR desktops via the internet.

Although our existing mix of solutions have proven predictable and reliable in accomplishing many of the functions above, the expectation of the DCR is for their replacement to *exceed* existing capabilities both qualitatively and quantifiably in terms of scope, flexibility, and ease of use, while providing the same reliability and business need (for Corrections).

The DCR requires the functional areas listed in Table 2 in an OMS. Attachment VII Functional and Technical Requirements contains detailed functionality the DCR requires within each functional area. These functional areas substantively follow the guidance provided by the Corrections Technology Association (CTA).

Table 2: Functional Areas

No.	Functional Area	No.	Functional Area
1	<i>General</i>	14	Grievances
2	Technical	15	Programs
3	Reception and Commitment	16	Scheduling
4	Sentence Calculation (Records)	17	Security Threat Group (STG)
5	Classification	18	Trust Accounting

No.	Functional Area	No.	Functional Area
6	Caseload Management	19	Release and Discharge
7	Security	20	Prison Rape Elimination Act (PREA)
8	Incidents	21	Pretrial Services
9	Discipline	22	Courtroom Dashboard
10	Property	23	Sex Offender Treatment
11	Visitation	24	Substance Abuse
12	Community Supervision	25	Data Exchange
13	Housing, Bed Management, and Transport	26	Data Conversion

Functional Area Descriptions

The descriptions in Table 3 are intended to provide a high-level overview of each functional area. Offerors should reference these descriptions when providing responses in Attachment VII Functional and Technical Requirements.

Table 3: Functional Area Descriptions

General
This section contains functional system requirements including task management, electronic document management, and workflows.
Technical
This section contains technical system requirements including security, reporting, and performance.
Reception and Commitment
The reception and initial commitment of an offender into the system is an essential phase that not only verifies and gathers accurate demographic information and screens offenders for an initial determination for overall health, housing and programming needs.
Sentence Calculation (Records)
The purpose of this business function is to ensure offenders are incarcerated for the exact amount of time as prescribed by law. The function of sentence and time accounting encompasses the initial calculation of an offender's required length of incarceration using applicable statutes and case law and applying statutory awarded good time. An iteration of recalculating the projected release date continues during the incarceration period, applying earned time credits awarded and revoked, amendments to the original sentences, or other actions that can reduce the length of incarceration.
Classification
The system should have the ability for the business process to ensure that all offender assignments are based on risk, security, and programmatic needs. A custody level is identified that helps sort the offenders to specific facilities and assignments within the system.
Caseload Management

Offender caseload management is the process used by institution corrections staff to structure the risk levels of clients and determine the program and security strategies to meet the criminogenic needs defined in the management process.
Security
This business process includes the custody and control of offenders during their incarceration period, by enforcement of a defined secured perimeter, accountability of offenders by conducting regularly scheduled and unscheduled counts, and processing offenders into and out of facility control.
Incidents
This module serves to document incidents occurring in the facilities. Some incidents may result in disciplinary action; other incidents may be maintenance related or may not be associated with an inmate.
Discipline
This module serves to regulate the conduct of offenders and officially document disciplinary actions stemming from incidents. Additionally, this module should include the management of the underlying incident for which the disciplinary event is based. The module should have the flexibility to manage both formal procedures that are followed when moderate to serious incidents occur and informal procedures for minor infractions.
Property
The system should have the ability to track offender property. Functions should include but may not be limited to the receipt, transfer, storage, maintenance, release, and disposal of offender personal property and items brought with them during arrival processing, issued by the corrections department/agency, or received from approved sources.
Visitation
This module is intended to promote family and other supportive relationships important to the offender's stability during and after incarceration period. This privilege requires that the corrections agency develop a process that has a high degree of consistency and uniformity while maintaining the security and integrity of the facility.
Community Supervision
By Hawaii Statute, the term "Supervised Release" is a Bail Status where bail is set aside in lieu of conditions that we monitor. DCR uses the term "Community Supervision" as we also have defendants who have posted bail but still have conditions placed on their bail by the courts. The system will also be used by the Hawaii Paroling Authority.
Housing, Bed Management, and Transport
The offender movement process is required to facilitate the placement of offenders into appropriate facilities. This placement is based on several factors including but not limited to classification or risk assessment, program needs, medical needs and institutional bed space needs. This area also supports transportation needs including transfers, medical, appointments, court, work release, work programs and furloughs.
Grievances
The system should have the ability to provide the appropriate means for offenders to communicate their problems, with an expectation that the problems will be heard and resolved. The resolution may be in many forms, from an action to correct the problem to an explanation of circumstances with no action at all. The process must be timely, documented, address emergencies or special conditions appropriately, and afford the offender an appeal to have the resolution reviewed should they choose to do so.

Programs
The system should have the ability to assign inmates to programs, track attendance, and track program outcomes against treatment goals. The purpose of this business function is promoting self-improvement and pro-socialization among the offender population.
Scheduling
The purpose of this business function is to facilitate scheduling for offender activity within a correctional facility. Communicating appointments in a structured and consistent fashion to correction staff fosters controlled movement of inmates within the institution and fewer interruptions to daily operations.
Security Threat Group (STG)
The processes of identifying, validating, and collecting information about offender affiliation and participation with known social groups commonly referred to as STG, to promote safety and security is the focus of this business process. This encompasses two primary functions, which include the collection of valid information and the reporting of the information to appropriate entities.
Trust Accounting
The system should have the ability for the module to provide for the accounting processes used to track trust account monies. The governing entity acts as trustee of monies received from offenders upon transfer of custody, during their incarceration period, until the offenders' eventual release from custody. Like PREA, the DCR is required to comply with federal, state, and Judiciary requirements for crime victim restitution. For the purposes of this RFP, Victim Restitution takes the form of deductions from inmate trust funds.
Release and Discharge
The purpose of the Release and Discharge module is to track both releases from an institution to community supervision, or a complete discharge in a timely and accurate manner. Release to community supervision for offenders can include releasing to Probation, Parole or independent Community Corrections programs. Incarcerated supervision targets offenders in pre-release environments, with an imminent parole consideration or release date. Offenders may be discharged directly from an institution. Once discharged, the offender is no longer in custody of corrections. At the various stages of release, and discharge, DCR is obligated to notify registered victims of the upcoming events.
Prison Rape Elimination Act (PREA)
This functional area tracks PREA related business functions including but not limited to education at orientation, screening, staff training drills, and reporting. Compliance with the Federal Prison Rape Elimination Act of 2003 is a requirement for this RFP. The State of Hawaii Department of Corrections and Rehabilitation has proved compliant with federal and state requirements in the past and expects continued compliance when transitioning to new software solutions.
Pretrial Services
This functional area tracks the defendant's release conditions, including bail suitability reports which are submitted to the courtroom as well as risk assessments.
Courtroom Dashboard
This functional area requires an interactive and real time calendaring feature that indicates the hearing dates of those scheduled for hearings.
Sex Offender Treatment
This functional area manages sex offender assessment data.

Substance Abuse
This functional area manages substance abuse offender assessment data.
Data Exchange
This section contains the list of current data exchanges.
Data Conversion
This section contains data sources to be migrated into the new OMS.

The subsections below include summaries that describe the DCR's desired future state for each of these functional areas. The intent of this section is to elaborate on the individual requirements provided in Attachment VII Functional and Technical Requirements for each of these functions so that Offerors may have a clearer picture of the DCR's vision for a new system.

2.4.1 General

Offerors must propose an OMS that has been in service for three or more consecutive years in a government contract with client(s) whose principal business is the management of jails and prisons. Features included on their core system should include:

- Configurable Task Management
- Configurable Rules Engine
- Configurable Workflow
- Configurable Alerting and Notifications
- Integrated Calendar and Scheduling
- Browser-based platform, with modern user experience – no client component to install or upgrade.
- Integrated electronic signature capabilities.
- Seamless ability to upload, store, retrieve and view documents (i.e., photos, PDF files, reports, and scanned documents/reports).
- An easily configurable standard reports feature
- Adhoc reporting capabilities.
- Configurable Dashboards

Easy customization/modification such that input screens, queries, and lists can be designed, tested, and deployed by selected users at the DCR.

- i. Regarding input screens, accurate detainee identification with the following benefits to Classification, Re-Entry Forms, and ISC instruments:
 - (a.) Known information (typically demographics) are pre-filled, reducing entry time and improving accuracy.
 - (b.) Context-sensitive input screens that, for example, disable irrelevant options (such as age and gender questions) based on the imported data, improving accuracy.
- ii. Improved, intuitive interface to decrease data entry time with a format that will promote intelligent

review and management rather than keypunch skills:

- (a.) Accurate data entry
- (b.) Intuitive (less than 4 clicks) access of desired target windows or interface.

The driving forces for Correctional Reporting are:

- i. Time
The awarded solution shall provide the ability to save or discard query/report templates as needed. The interface for customizing reports must be intuitive and not overly technical or code intensive.
- ii. Required Periodic State and Federal Reports
If the Contractor can provide downloads of database backups to the DCR, the Contractor must provide a data dictionary and entity relationship diagrams.

2.4.2 Technical

Offerors must propose a solution that is mature (three years or more in use by prisons and jails) and meets or exceeds the baseline technical standards that are common in the offender management system industry. Core technical features must include:

- Role-based security with sufficient granularity to restrict or grant specific privileges on an individual basis.
- Conformance with industry standards such as the American Disabilities Act, HIPAA, and GAAP
- Support for multiple environments, such as Development, Testing, Training, Staging, Production
- Browser-based desktop interface only – The system and subcontracted modules must NOT require any desktop component that requires additional installation, maintenance, or troubleshooting on desktop computers.
- The system should meet Federal Information Processing Standards (FIPS) validation standards.
- Secure, Vendor-Hosted, SaaS. The system must reside on a certified, FedRAMP cloud-based server.
- Response Time
 - (a) Data entry – less than 1 second
 - (b) Real time (less than 4 second delay) distribution of captured information across all relevant operational units
 - (c) Popup dialog screens and offender photos - easily within 1 second
 - (d) Query results - within 10 seconds for 2,000 rows/results
- Reliable accessibility – The current system is available to the DCR 99.9% 24 hours, 7 days per week; this must be supported by the new OMS.
- Improved/intuitive Document Management (“DM”) – reducing the need for bulky filing cabinets and fewer trips to facility records. Although an integrated “DM” component is ideal, Offerors may include subcontracts with known carriers on the condition that the Offerors are wholly responsible for response time, security, and reliability of the subcontracted service.
- The awarded solution shall provide administrative features secured by user role. That is, facility-

specific settings (alerts, store orders, etc.) shall be set by authorized personnel.

- Similarly, the awarded solution shall provide relevant application administration features for technical IT staff to adjust global settings.
- Data security, application, system security (including protection from malicious code, intrusions, hackers, and unauthorized access), and physical security are important State objectives. Because the OMS will contain data that is highly sensitive, special governance procedures and appropriately robust data protection procedures are required.
 - These must include:
 - (a) Encryption and Firewalls: The goal is to apply appropriate security zoning, technologies and monitoring measures at low expense to the State.
 - (b) Identity: Identity provisioning and management are required to enforce role-based access control for administrators and users of IT applications and infrastructure.

2.4.3 Reception and Commitment

Workflow automation and electronic information sharing, supported by robust technology and OMS system enhancements, provide the foundation for DCR's future vision for Intake, Reception, and Commitment. In this future state, automation of paper forms will serve to streamline data entry and reduce the occurrence of duplicate data entry as shared offender fields (demographics, sentencing, etc.) will auto-populate for Intake Service Center (ISC) and Community Supervision staff use. As the offender is received and moved through the intake process, unique identifying numbers will be assigned in accordance with the primary offender type. Inmate merge and unmerge capabilities are necessary to account for misidentifying inmates. System automation will confirm if each offender is new or returning and will then generate offender receipts following initial intake.

As the offender is processed through a variety of intake processes, secure role-based system access will ensure that staff are accessing only the offender screens and details that are pertinent to their work. While sensitive information may not be present to all OMS users, a comprehensive offender file will be built as station data and assessments are entered.

System workflows accompanied by configurable notifications, alerts, and triggers will assist offender tracking across all stages of intake, reception, and commitment, to ensure collective stage completion in an efficient and effective manner.

CJIS integration is critical for this component. Our current ISC application imports a wealth of demographic information from CJIS directly into input screens and the database.

There is significant interest in LiveScan integration to assist with proper identification.

PREA assessments are also performed by the ISC. Refer to Attachment X for samples of the online PREA assessment instrument and current reporting requirements. Contractors must fully integrate these components as well as new federal requirements as they become available.

2.4.4 Sentence Calculation

The future state of DCR's sentence and time accounting business function should include system automation capable of accurately calculating both initial and ongoing incarceration periods such as recalculations based on the offender's charges, severity, court mandates, case law, earned good time credits, and other conditions for adjustment. Dynamic system calculations should allow for sentence enhancements, credits, and suspensions, in order to arrive at an offender's net time imposed and to determine the controlling offense/sentence based on concurrent or consecutive offense/sentence relationships.

The new OMS should provide a historical view of an offender's sentence, noting changes over time due to event-driven occurrences. Currently, the State of Hawaii does not utilize "good time" credits with regard to sentencing. However, should this change, the OMS should provide functionality to add, change, or invalidate good time accounting rules by date range based on changing legislation, as well as the functionality to track sentences based on what statutes were in place at the time the offense was committed. With each sentence recalculation, the offender's projected release date should be updated for both concurrent and consecutive sentences. As the central repository for all offender information, the OMS should be able to share sentencing data with the following program modules: disciplinary, housing and bed management for medical appointments and/or out to court days, offender property, victim services, offender programming, probation and parole, etc.

It is the vision of DCR to have one sentence computation engine that can be used by the facilities (prison and jail) and community supervision to calculate and track sentencing. The system should be able to process sentencing changes based on events, such as probation or parole violations, parole revocations, and amended sentence orders. This includes shared access to offender data and system screens required for real-time sentence calculations. Supporting system features may include automated triggers and notifications, and business rules that allow for mass approvals or deductions as well as application of these details on a case-by-case basis, approval workflows, and flexible time-clock alerts. Additionally, the engine should accurately automate the calculation of "days served" for abstract sentence calculations for sentences such as "weekender" or furloughs.

With these enhancements, DCR could leverage projected release date information to project beds and housing at the facility level and to project release dates based on the offender's potential program participation and possible good time earning.

2.4.5 Classification

The future vision of DCR classification centers on dynamic system assessment, risk indicator calculations with supporting functionality of alerts and reminders, and enhanced communication about offender classification status and custody level determinations. Within the COTS OMS system, objective based classification will be streamlined as each offender is assessed across common standards/objectives during their initial inception into prison and at frequent, specified intervals based on needs or as required by policy.

Initial custody level determinations establish the offender's facility and assignments within the system which

prioritizes identified security and risk considerations. When the scored custody level is determined to be inappropriate for any justified reason, a variance to this level can be requested in order to raise or lower the custody level, e.g. an override. The COTS OMS system will support an override process that includes both mandatory, supported by DCR policy or law, and discretionary, justified by staff request and supported by sound correctional analysis, overrides. System functionality, including secure role-based abilities to approve or deny requested overrides, historical records of all classification/reclassification changes, alerts, and notifications when a change to a classification result in a different custody level, will be important to maintain a safe correctional environment.

Centralizing classification information and providing visibility across DCR business processes will enable dynamic reporting and analysis important for the assessment of how well the risk level of each offender regarding their threat to the public, other offenders, staff, and visitors is determined. Additional analysis may be placed on overrides to determine the State's yearly override rate and how this rate may indicate inaccuracies in the initial and/or ongoing assessment of the offender's risk and threat levels.

As with ISC's risk assessments, the Inmate Classification Office requires a significant amount of data-feed from the Hawaii CJIS. Additionally, the present solution (OffenderTrak) evaluates the data and pre-fills subsequent categories while disabling irrelevant options (such as disabling specific age-related questions for those under 25 for a thirty-year-old inmate). Contractors shall accommodate this behavior in their solution.

Several assessments may be conducted over the length of an inmate's incarceration. New and prior assessment results must be saved separately for review and analysis.

In addition to the requirements above, the Contractor shall provide a solution that will:

- Replicate the four assessment instruments that the Inmate Classification Office currently employs (see Attachment X Inmate Classification).
- Update inmate security classification on his summary screen.
- Provide an "In- and Out-"list, indicating the inmate's history of movements to other facilities during this custody period or past ones.
- Relevant information from the awarded solution shall populate the classification instrument (input form), while accommodating irrelevant options (see the first paragraph above).
- Relevant information from CJIS will also populate the classification instrument, while accommodating irrelevant options.

The contractor shall comply with risk assessment criteria and methodology indicated in this RFP with details to be supplied by Intake Service Center management. Refer to the ISC user guide for sample screens and procedures.

It is important to note that assessments executed by the ISC are distinct from risk assessments by the Inmate Classification Office. While data may be shared between the two assessments (particularly demographic, educational...etc.), the assessment data is not to overlap to avoid confusion and improper management of inmates.

2.4.6 Caseload Management

The future vision for Offender Caseload Management is to capture documentation of events during an offender's incarceration period within the OMS, including the counseling and guidance provided to offenders by their assigned case manager or officer.

OMS case management should permit offender assignments based on the current capacity and location of case manager/officer and allow for case manager reassignment as needed. Additionally, OMS case management functionality should capture and/or interface with a third-party assessment or case management tool for the lifecycle of offender management plans from creation through completion. Case management should provide customizable performance metrics, goals and activities, and ongoing tracking of progress towards goals. Case management workflows will alert staff to required next steps/system actions as the offender completes goals, is referred for additional programs, and ultimately nears his/her projected release date.

2.4.7 Security

The future state of security (facility/count) will be characterized by OMS centralization and automation workflows through which scheduled and unscheduled counts will be efficiently and effectively tracked. Bringing these business processes into the system will enable expedited processing of offenders as they move both within the facility and in and out of the facility for approved/scheduled activities. This electronic location tracking will inform the scheduled and unscheduled count process as the system cross references offender real-time locations with scheduled activities that are captured in the Programs unit, and additional modules within OMS such as facility programs and medical/court appointments.

The offender transportation workflow within the OMS will manage the processing and scheduling of offender transport with the objective of maintaining the highest level of security during all offender movements both within and outside of the facility. The OMS system should be able to maintain a history of all transport activities, provide a schedule of current and future transport activities, and provide a comprehensive understanding of offender transport considerations/needs based on their custody level and identified risks and threats.

OMS security functionality should also include robust offender communication monitoring including the ability to track and review all mail – moving towards 100% email – phone calls, and visitation events. Future system interfaces should greatly enhance DCR's security resources by quickly parsing through written/spoken communication logs and flagging key words, phrases, and names as defined by DCR.

OMS functionality will also be crucial in supporting DCR's emergency planning and associated business processes for each of the following scenarios: escapes, hostage incidents, disturbances, fires, natural disasters, external breeches and employee or inmate strikes. Configurable emergency plan workflows should ensure consistent application of emergency procedures, timely notification of appropriate DCR and State staff, and expedited resolution of the emergency scenario.

2.4.8 Incidents

The future vision of DCR's incidents business processes is centered on a robust OMS system that enables comprehensive incident tracking, process workflows, and enhanced information sharing between the incident, grievance, classification, sentence and time accounting, and disciplinary areas of the system.

OMS functionality should include assigning a unique identifier to each incident, tracking a grievance and disciplinary record, and maintaining a history of all offender citations. This unique identifier will be instrumental in linking incident cases to an accompanying misconduct report and resulting disciplinary actions. System automation of these details should also support the ability to make investigation referrals to the investigations team as needed. System formalization of incident and discipline tracking will be important to support both legal and administrative purposes.

2.4.9 Discipline

The future vision of DCR's disciplinary business process is centered on a robust OMS system that enables comprehensive disciplinary tracking, process workflows, and enhanced information sharing between the incident, grievance, classification, sentence and time accounting, and disciplinary areas of the system.

Disciplinary workflows will track offender incidents from the date and time of the issue through investigation to resolution. OMS functionality should include tracking the disciplinary record and maintaining a history of all offender citations. This unique identifier will be instrumental in linking incident cases to the accompanying misconduct report and resulting disciplinary actions. System automation of these details should also support the ability to make investigation referrals to the investigations team as needed. System formalization of incident and discipline tracking will be important to support both legal and administrative purposes.

2.4.10 Property

DCR's vision for the future business process of offender property management includes system automation and user-friendly workflows that manage the receipt, transfer, storage, maintenance, release, and disposal of offender personal property. Additionally, as the OMS stores all offender data in a centralized location, property officers will be able to track approved items against offender custody levels and current privileges.

Property lifecycle reports will store the date, time, property category (e.g., approved, not approved), acquisition details (e.g., state issued, offender purchased), and resulting action(s) (e.g., inventoried, confiscated, destroyed). As paper forms are automated into the OMS system, dropdown menus and one-click options will expedite the data entry and inventory process as mail-ordered items are received and reviewed, and as random property searches are conducted.

Future system enhancements to the tracking of property data will assist with facility compliance to DCR property policies and will allow for extended reporting and property analysis.

2.4.11 Visitation

DCR's visitation processes will be greatly enhanced through the OMS as paper forms are automated and all visitation information is centralized within the system. OMS centralization will enable comprehensive

visitor tracking, maintaining a history of all visitation occurrences and generating alert notifications if a visitor attempts to exceed the number of allowable visits during a defined period. Future OMS visitor tracking will include and is not limited to approved visitors (family, friends etc.), approved volunteers, and legal counsel. The OMS will enable electronic submissions of visitor applications, triggering a review and approval workflow process. Automated workflow will assist DCR staff as they review and add verification results, demographic data and photos, and move efficiently through the approval or denial of applications. The OMS will have the ability to generate standard and configurable application result communications to either individuals or batches of visitors. Additionally, this electronic communication feature may assist with the drafting, responding, and grouping of inquiries as they are received by offender friends and family members.

In this future environment, DCR visitation staff will be able to track and log visitors electronically through the OMS, thus effectively removing the previous paper logs kept at each facility. By tracking this information in real-time electronically, DCR staff will be able to quickly identify if a visitor is approved or exceeding their visitation limit. Further, electronic tracking will increase the accuracy of visitation data statewide, i.e. who was present, where, from what times, and which offender the visitor is linked to. As this information is centralized within the OMS, the hope is that visitors linked to more than one offender at either the same facility or across facilities, will become flagged for further review and consideration for removal.

It is also the desire of DCR that visitation, both group events and individual appointments, may be scheduled through the OMS. Electronic scheduling would assist with enforcing facility capacity restrictions and would provide DCR with a list of potential visitors either a day, week, or month in advance. For additional details, see Scheduling.

2.4.12 Community Supervision

The future vision for Community Supervision is centered upon an OMS that supports policy-driven business processes to support, track, and manage the ongoing and dynamic activities required during community supervision. Equipped with supervision workflows, the OMS will enable offender tracking through intake and assignment to a Probation and Parole Officer (see Caseload Management) to completion of his/her individualized supervision requirements. The OMS will have the ability to classify the type of supervision required based on individual offender needs and risks as well as track ongoing supervision and reporting tasks. In the future environment, all offender supervision data will be housed in a centralized location, which will enhance information sharing between facilities and Community Supervision. Community Supervision staff will have the ability to create and maintain offender agreements and conditions. The OMS will store probation and parole violation details and assist with managing the violation process through a unique violation workflow.

For the purposes of the ISC, Supervised Release takes the form of a type of Bail Status. It can take many forms (participation in programs, geographic restraint, “halfway houses”, or curfew restrictions...). The Contractor must provide a solution that adequately allows the ISC to manage people charged with those constraints in a meaningful way. An example may be ankle bracelet monitoring for a person under

geographic restrictions.

In addition to the items below, it is imperative that contractors provide a solution that allows end-users (managers) to easily produce customizable reports and save them for reuse. The Contractor shall also provide a means to share them with others at the same level to encourage standardization and to streamline workflows. The need for end-user, custom reporting was echoed by all stakeholder groups.

2.4.13 Housing, Bed Management, and Transport

Comprehensive offender placement tracking will allow DCR to verify the location of any inmate in real-time. For this to occur, the OMS will track and monitor all bed assignments, available facility/unit/cell space, and all offender moves as they occur over time. OMS will provide the ability to track case notes and highlight factors considered in making both initial and subsequent housing and bed assignments.

The creation of housing control maps, or GIS reports, will greatly enhance DCR's ability to track all offenders within a facility as they are linked to a unit, cell, and bed placement. Color mapping will further expedite bed management as occupied, placed on hold, and available beds are clearly identified.

2.4.14 Grievances

The future vision of the grievance process includes centralized grievance tracking within the OMS. In this new environment, offenders should have the ability to submit both informal and formal grievances electronically, thus reducing the current paper process. Supported by configurable workflows, alerts, and notifications, DCR should be able to effectively manage the grievance receipt, review, resolution, and appeal process. OMS time clocks should assist DCR staff in providing timely responses and should help streamline grievance progression through a defined staff elevation chain.

With OMS information centralization, formal grievances should be linked to prior informal submissions, maintaining a single identification number and a clear historical account of prior investigation actions and findings. All staff involvement should be logged, with date and time stamps applied to all reviews, activities, and recommendations. The new OMS should enable the opening and closing of grievances, the assigning of grievance types for a streamlined intra-facility and inter-facility referral process, and the ability to capture the reasons for a grievance closure.

A few grievance forms and reports have been included in Attachment X. A user manual may be obtained after approval of a non-disclosure agreement (Section 7, Attachment I).

2.4.15 Programs

The future vision for offender programs is to automate the current paper-based offender needs assessments into the OMS and to include integration and data-sharing with external assessment systems. By building these pieces within the OMS, DCR will be able to access a comprehensive view of an offender's needs, assessment history, and results.

OMS workflows will assist facility staff in identifying programs and resources that meet each offender's individualized needs, allow for information sharing about program performance measures and participation expectations, and be used to gain offender approval of their program roster. Further OMS automation will also serve to capture program/job data including offender attendance, participation, and performance measures specific to each program/job.

The OMS will enable the creation of case plans for each offender, which is modifiable as the plan is reviewed and approved by committee. The resulting case plan will be supported within the OMS by ongoing performance measure tracking and configurable alerts and notifications as programs/jobs are completed, removed, or updated over time.

By managing all program information in a central location, DCR staff will be better able to assess offender rates of program completion, the earned amount of good time credits and any discovered disciplinary actions as well as identify any scheduling conflicts. Complete automation of these processes will help to enforce data entry standards while enhancing reporting abilities and analysis based on specific programs or job categories.

Further, DCR desires that the future OMS tie successful program completion to recidivism in efforts to measure the true effectiveness of offender programs.

It is also DCR's vision for the future OMS programming and scheduling components to have inclusive functionality across each of the DCR functional areas. To support the requirements of each of these business processes (for example: faith-based, victim, and family services), the OMS should be equipped with dynamic scheduling functionality (see Scheduling below), comprehensive case note features, and robust contact tracking logs. A representation of each of these respective programs should be reflected in each facilities' collective program lists, with supporting programmatic descriptions, limitations, and dates/times of operation.

2.4.16 Scheduling

The future vision for offender scheduling is to automate scheduling supported through robust schedule tracking and assignments within the OMS. System automation will streamline program availability confirmation to make the referral to registration process seamless. Alerts and notifications will inform facility staff of wait-list assignments and of any anticipated scheduling conflicts, helping to avoid issues before they begin. In this future environment, program and facility staff will be able to submit requests for new activity and event creation. These requests will be reviewed to determine suitability at the facility and/or offender level. The OMS will enable automated scheduling reconciliation as requests to add or terminate activities/events are prioritized and analyzed for current and future time availability. As scheduling conflicts are identified, the OMS should prevent double-booking and notify offenders and facility/program staff accordingly. Once confirmed and free of scheduling conflicts, the OMS will update the facility and offender schedule and generate staff notifications.

Automating these processes will help to enforce scheduling prioritization and consistency as offender's

needs and participation eligibility change over time. Further, as the OMS centralizes all details pertaining to an offender's schedule, real-time location tracking will have increased reliability to support facility counts, overall site security, and emergency planning.

2.4.17 Security Threat Group (STG)

STG management is currently supported by DCR's present OMS. It is expected that this function with enhancements will be implemented for the future. With robust data sharing across systems, data entry will become streamlined and efficient. Additionally, these systems will benefit from a reduced occurrence of data errors as both systems reflect up-to-date offender information and gang participation. The OMS will track STG participation dates, noting active and inactive periods of time, as well as potential STG denunciation which would effectively terminate STG participation.

All STG investigation details will be centralized in the OMS, allowing for electronic information sharing across facilities and across functional areas of the OMS as defined by DCR such as housing/bed management, classification, programs, and caseload management. Role-based security within the OMS will protect sensitive offender information as data is shared across functional areas.

Appropriate entities will be able to create, define, and modify STGs within the OMS. In addition, STG staff will have access to the offender's historical information and documentation. The OMS will have the ability to flag active STG offenders requiring ongoing monitoring and generate alerts and notifications to staff when monitoring deadlines are approaching. The OMS will have the ability to assess and score STG activity criteria to determine affiliation level and to determine which additional types of documents/validation may be needed. Further, the OMS will have the ability to enter and maintain multiple offender photos as a way of documenting STG participation, i.e., tattoos, scars, marks.

The OMS will also have features to support and track DCR efforts of reducing gang participation, increased safety, and reduced security risks.

2.4.18 Trust Accounting

The future vision for DCR's offender Trust Accounting includes, and is not limited to, enhanced OMS system automation for the following activities: retrieving and unfreezing existing accounts for returning offenders, confirming available funds prior to approving withdrawal transactions, preventing withdrawals in cases of insufficient funds, allocating offender obligation payments based on assigned priority when deposits are received, and preventing deposits from unapproved sources. In this environment, the OMS will enable dynamic calculations of the following ongoing account allocations as defined by the state and requested by the offender: percentage of victim payment, percentage of restitution fees and fines, and percentage of money earned into the discharge account.

The new OMS will maintain a history of all account transactions, including date, time, and activity details, as well as any offender requests for account adjustments. As offender requests are processed, the OMS will enable the scheduling of single or reoccurring transactions by approved entities. Standardized account parameters with configurable adjustments will enable individualization of offender trust accounting as required.

As offenders move into processing for release and discharge, account closure activities should be automatically triggered within the OMS. Once the offender is confirmed for discharge, the account should proceed through a closure workflow process that includes placing the account into a “freeze” status, generating transportation debit cards (with support for checks), confirming pending charges or outstanding monies owed, and generating offender release debit cards (with support for checks). A successful closure workflow will result in frozen offender accounts that reflect a zeroed-out balance.

If the Offeror does not have an integrated ITA component in the proposed OMS, the DCR may consider allowance of an experienced third-party if it is integrated sufficiently with the main corrections solution and that the Offeror assumes complete responsibility for the operation of the ITA component (labor, cost).

If a third-party provider is engaged, it must follow the same technical requirements of the Offender Management System:

- I. The application must be completely browser based – No client component, thick- or thin shall be required.
- II. The application must be vendor hosted – All data and computer code must reside on a certified FedRAMP cloud server.
- III. Response time of the application for common data entry shall be within one second.

2.4.19 Release and Discharge

In addition to providing all the ‘As-Is’ functionality, it is a central part of DCR’s vision that Parole Board functionality is closely integrated with the Release and Discharge business processes. As such, the OMS will enable dynamic workflows equipped with a variety of hand-offs between the pre-release and parole board activities. In these workflows, advancement through process steps may only occur once all prior conditions are completed and approved. OMS alert and notification functionality will assist staff as the many pre-release components are tracked through completion. Centralizing all offender release, discharge, and parole board information into the OMS will allow for real-time information sharing across DCR departments and appropriate staff. Automating pre-release activities with time constraint functionality will support standardization across facilities to ensure that release timelines are met and create potential for future system interfaces with external agencies.

2.4.20 Prison Rape Elimination Act (PREA)

The proposed OMS should support all elements of process of PREA-related events, including initial documentation regarding a possible event, through adjudication of offenders (if they are the perpetrators) through the disciplinary process (including new charges as appropriate). It is assumed that the Offeror has detailed knowledge of PREA processing, and the OMS includes seamless integration of PREA processing associated with the offenders’ records, along with incidents, disciplinary, investigation, and charges/sentences modules.

2.4.21 Pretrial Services

As indicated in the background section, the DCR is one of a handful of jurisdictions in the United States

that supports both pretrial and post-adjudication processing for offenders. Because of this, DCR envisions that the proposed OMS will provide a seamless workflow for offenders that are arrested and remanded to the DCR during the pretrial period or released to the community prior to court hearings. Should the offender subsequently be convicted and remanded to the DCR to service time in a facility, the DCR envisions that the OMS will seamlessly support this transition without the need for duplicate data entry. Bail, and the generation of bail reports, is a critical element of pretrial processing. Bail reports are formatted legal documents that will be digitally provided to the courts and provide information regarding the defendants' abilities to remit bail. These reports should be in PDF format, digitally signed, and provided to the judiciary electronically.

2.4.22 Courtroom Dashboards

The DCR envisions law enforcement to utilize the new OMS to conduct investigations, and to determine the needs of offenders to be present in court hearings.

Law enforcement is included in this solicitation in two major ways:

1. Courtroom Dashboards

Currently, a third-party, web-based solution retrieves Court Calendars (schedules) and alerts Correctional Facility staff and Sheriffs of upcoming court appointments for inmates. It is the intention of the DCR to integrate this function into the Offender Management solution.

2. Investigations

Sheriffs customarily use lookup tools and ad-hoc reports to research cases. The branches involved are, Security Threat Groups ("STG" - gangs within prisons), and Narcotics Enforcement agency. The STG investigators use specific reporting as well.

2.4.23 Sex Offender Treatment (SOTP)

There are six to seven treatment modules in SOTP. Two of them are at the core of our program (both called Relapse Prevention, one covering Victim Empathy and the other, Deviant Cycle) and can never be waived. The other four or five modules are skills (depending on their individual treatment plan) identified as important in reducing recidivism but can be taken through the department's Education section during their incarceration and then later used (with my permission) to either waive or test out of SOTP modules. SOTP is one of several programs the parole board recommends. When an inmate completes the program, the Parole Board is informed. Inmates begin the program two to three years prior to their TPD. Generally, the program takes about 18 to 24 months to complete depending on the inmate and not counting any possible disruptions, some of which include waiting for a needed treatment module or inmate misconducts. Completing SOTP is just one factor that will help the parole board decide to parole an inmate. Inmates still must register as a sex offender regardless of if they do the program. Inmates who complete the program can be cleared to go to the department's work furlough program and continue treatment in aftercare sessions.

2.4.24 Substance Abuse

The goal of the Substance Abuse Services (SAS) is to eliminate the risk of recidivism with respect to

substance abuse habits and crime. Risk assessments are based on screening sessions with inmates on several levels such as standard LSI-R/ASUS and Biological/psychological/social behaviors. After these screening sessions, inmates are assigned to a Recommended Treatment Level (RTL) from which a schedule of treatment is designed and managed. Progress notes are recorded, and success rates are measured.

2.4.25 Data Exchange

Data exchanges (transmittal to and from outside entities) provides an expedient means of communication between applications. The DCR expects that the Offeror will develop or otherwise provide data exchanges as defined in Attachment VII Functional and Technical Requirements, Data Exchange Worksheet #26.

2.4.26 Data Conversion

The DCR expects that the Offeror will migrate legacy data as defined in Attachment VII Functional and Technical Requirements, Data Conversion Worksheet #27. All data converted from existing systems and data subsequently entered into the new system will be the property of the DCR, not the Contractor. The DCR will assume the responsibility of “cleaning” existing data prior to migration.

The Contractor will not distribute or publish information owned by the DCR without the expressed, signed, written consent of the DCR for the duration of this contract and subsequent contract extensions.

The Contractor is liable for misuse of DCR information, should the source of the misuse be determined to have originated by the Contractor. The State of Hawaii, Department of Corrections and Rehabilitation will allow the Contractor stewardship to manage its data safely and securely with due diligence and integrity. The State of Hawaii will retain ownership rights of this information.

Data sources include, but not limited to:

- i. SQL Server (from education database)
- ii. Excel Spreadsheets from Sex Offender Treatment and Substance Abuse programs
- iii. SQL Server (from Intake Service Center)
- iv. Oracle v6 data from Inmate Trust Accounts
- v. Oracle v11 data from OffenderTrak
- vi. Converted data shall appear and operate as if they had been entered manually at a console.

The DCR will assist the Contractor by providing data dictionaries and Entity Relationship diagrams, row counts, and data where available. However, the Contractor will be responsible for the timeline and seamless migration of the data into the new solution.

2.5 SCOPE OF WORK

All services to be performed for the DCR shall be in accordance with this RFP, including its attachments and any addenda. The subsections below describe the work to be completed during the implementation of the selected solution, as well as post-implementation operational support.

2.5.1 Future Growth Capabilities

The awarded contractor must fully understand the future needs of the DCR as described above and design a system that will meet the needs of the Department beyond the present. To retain relevance with emergent needs of JRI initiatives, the replacement system must provide an enterprise solution that allows for growth and expansion of programs from a business need and informational perspective. The awarded contractor will also be expected to leverage evolving technologies and security methods into this solution to ensure technical relevance and reliability of DCR data.

2.5.2 Project Personnel, Software Solution, Approach, Management, Implementation, Testing and Training

Offerors must use Attachment VIII Project Narrative Proposal to provide the DCR with details on:

- i. How the Offeror proposes to staff the project
- ii. The proposed software solution, architecture, security, and hosting
- iii. The proposed general project approach given the DCRs requirements.
- iv. The proposed project management plan
- v. The proposed project schedule, milestones, and deliverables
- vi. The proposed project implementation plan
- vii. The proposed approach to testing and quality assurance
- viii. The proposed training approach.

***** END OF SECTION TWO *****

SECTION THREE

3 PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

1. Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, all attachments, addenda, and other relevant document, to ensure Offeror understands the requirements of the RFP. The offeror must also become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Specific to Information Technology, offerors are encouraged to familiarize themselves with the following laws, policies, standards, and guidelines - or their future additions or replacements:

- a) Hawaii Revised Statutes §27-43 - Office of enterprise technology services; chief information officer; information technology steering committee; establishment; responsibilities. State of Hawaii CIO
 - b) [ADMINISTRATIVE DIRECTIVE NO. 18-03](#) - Program Governance and Independent Verification and Validation Requirements for Enterprise IT Projects
 - c) [ETS IT Governance](#) found on ETS website
 - d) [ETS Policies, Standards and Guidelines](#) found on ETS website.
2. Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the DCR in writing prior to the deadline for written questions as stated in Section 1.6 as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.4 TAX LIABILITY

1. The work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. State General Excise Tax (GET) and

County Surcharge shall not exceed the following rates, if the seller elects to pass on the charges to its customers.

COUNTY	COUNTY SURCHARGE TAX RATE	STATE GET	MAX PASS-ON TAX RATE	EXPIRATION DATE OF SURCHARGE TAX RATE
HONOLULU	0.50%	4.0%	4.7120%	12/31/2030
HAWAII	0.50%	4.0%	4.7120%	12/31/2030
MAUI (including Molokai and Lanai)	0.0%	4.0%	4.1666%	No county surcharge
Kauai	0.50%	4.0%	4.7120%	12/31/2030

2. Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on the attachment, [Offer Form Letter](#), [Standard Form Letter](#), thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF THE STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

1. If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
2. An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non- confidential portion of the proposal.

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions. No exceptions to statutory requirements of Exhibit A AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals.

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, clarity and content.

When an Offeror submits a proposal, 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 should be outlined.

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 2.1.

3.9 PROPOSAL FORMS

1. To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in the RFP or in any subsequent addendum may be rejected without further consideration.
2. Offer Form, OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (Section 7, Attachment II). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

3. Offer Form, OF-2. Pricing shall be submitted as instructed in Section Seven, Attachment III). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.
4. Offer Form, OF-3. References should be submitted on Attachment IV Offer Form OF-3.
5. Additional Forms. Other required forms are provided in Attachments V and VI.

3.10 PROPOSAL CONTENTS

Section I: Table of Contents. A table of contents will list the individual sections of the Proposal and their corresponding page numbers. Tabs should separate each of the individual sections. For the electronic copy, each item in the table of contents shall be linked to the bookmarked section it refers to. All sections including attachments shall be bookmarked.

Section II: **Transmittal Letter.** Include a Transmittal Letter confirming that the Offeror shall

comply with all of the provisions of this RFP and containing the complete name and address of Offeror's firm and the name, mailing address, email address, and telephone number of the person the State should contact regarding the Offeror's proposal.

Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding Offeror's proposal.

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:

- The general scope of work to be performed by the subcontractor.
- The subcontractor's willingness to perform the indicated scope of work.

Section III: **Executive Summary.** Include an Executive Summary, signed by an officer of the company, describing the Offeror, and providing a brief synopsis of the proposal, including benefits to the State if accepted. This synopsis should be three (3) or fewer pages in length and easily understood.

Section IV: **Qualifications of Firm.**

- 1) Please include a statement of compliance to Section 1.2 Minimum Requirements, and list at least one current jail and one current prison client entity name, the solution deployed, and the dates that the solution has been in place. Please also include a statement that your proposed solution will provide functionalities for all functional areas listed in Section 2.4.
- 2) A complete, relevant, and current client listing indicating their primary use of the product as "Jail," "Prison," or "Unified - Jail and Prison". Client listing should include the version and release of the software installed and implementation date.
- 3) The number of years Offeror and subcontractors have been in business and the number of years Offeror has performed services specified by this RFP.
- 4) Attachment IV Offer Form OF-3: 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. The offer shall provide names, titles, organizations, telephone numbers, and email and postal addresses.
- 5) A summary listing of judgments or pending lawsuits or actions against your firm; 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.

Section V: **Functional and Technical Requirements.** Describe how the proposal addresses all requirements specified in Sections 2.2 through 2.4 and in Attachment VII Functional and

Technical Requirements.

Section VI: **Project Narrative Proposal**. Please include narrative responses to Attachment VIII Project Narrative Proposal as part of your proposal.

Section VII: **Offeror Form OF-2 Workbook**. Please include your costing response to Attachment III Cost proposal as part of your proposal.

Section VIII: **Confidential Information**. Offeror shall place all Confidential Information, if any, in this tabbed section with a request in writing for nondisclosure of designated trade secrets or other proprietary data. See Section 6.8 – Rules of Procurement Confidentiality of Information.

Section IX: **Exceptions**. Offeror shall list any exceptions taken to the terms and conditions herein. The offer shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The absence of any exception by the Offeror represents compliance with every requirement of this RFP.

The offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements unless requested by the DCR. General references to such items or attempts at complete substitution of such items may result in disqualification of Offeror's proposal. Offerors are encouraged to submit specific alternate language to the DCR terms and conditions if such changes are desired. The decision to accept or reject any exceptions taken shall be at the discretion of the DCR, and its decision shall be final.

Section X: **Required Certificates**. Certificates listed below shall be submitted at the time of award. If valid certificates are not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award (See Section 6.25 – Liability Insurance, and Section 6.28 Requirements for Award). Contractors are requested to apply for these certificates and submit them with their offer.

3.11 **ECONOMY OF PRESENTATION**

Proposals shall be prepared in a straightforward and concise manner and shall describe the offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the DCR regarding any aspect of the Offer's proposal, it shall be provided within five (5) business days after request.

SECTION FOUR EVALUATION CRITERIA

4.1 GENERAL INFORMATION

The DCR is targeting a mature product from experienced Offerors that require minimal modification to comply with our requirements. It is in the State's best interest to select a product with a majority of our required components already in use by other customers. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.

Proposals will be individually evaluated and scored by the evaluation committee. Offeror points awarded in each section will be based on the average of all evaluation committee scores. Points will be carried out to the 'hundredths' position.

4.2 SCORING FOR WRITTEN RESPONSES

1) Scoring Weights: :

Compliance Review (Pass/Fail)

Proposals must contain responses to all sections of the proposal contents including the functional and technical requirements. Proposals lacking sufficient responses may be disqualified at DCR's discretion. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Unacceptable classified proposals will be disqualified from further consideration.

Organization Qualifications and Experience (15 points)

Sections III and IV of the Offeror's proposal

Project Narrative (15 points)

Section VI of the Offeror's proposal

Functional and Technical Requirements (45 points)

Section V - Attachment VII Functional and Technical Requirements workbook

Cost Proposal (25 points)

Section VIII of the Offeror's proposal

Demonstrations (20 points)

Priority listed offerors will be provided with the opportunity to demonstrate their solution.

2) Written Proposal Scoring

Organization Qualifications and Experience: Proposals will be individually evaluated and scored by the evaluation committee based on the narrative information, relevant experience, references, maturity of software solution and other information provided. Proposals will be able to earn up to a maximum of 15 points.

Project Narrative: Proposals will be individually evaluated and scored by the evaluation committee based on the proposed project team, general solution information, implementation approach, project timeline and other information provided. Proposals will be able to earn up to a maximum of 15 points.

Functional and Technical Requirements: Proposals will be individually evaluated and scored by the evaluation committee based on how well the offeror's solution fits the functional and technical requirements. Proposals will be able to earn up to a maximum of 45 points.

Cost: The total cost proposed by the offeror in Attachment III will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$(\text{Lowest submitted cost proposal} / \text{Cost of proposal being scored}) \times 25 = \text{prorated score}$$

4.3 **PRIORITY LISTED OFFERORS, DEMONSTRATION AND AWARD**

Discussions: Pursuant to HAR 3-122-53, proposals may be accepted without discussions.

For the purposes of discussions: The proposals received are to be classified as: Acceptable, Potentially Acceptable, and Unacceptable. Only those categorized as Acceptable and Potentially Acceptable are eligible to be Priority-Listed Offerors.

Priority listed Offerors – If numerous acceptable and potentially acceptable proposals have been submitted, the procurement officer or the evaluation committee may rank the proposals and limit the priority list to at least three responsible offerors who submitted the highest-ranked proposals;

Priority listed offerors will be given the opportunity to demonstrate their software solution

Demonstrations - Scripted product demonstrations will be conducted by priority listed offerors. Demonstrations will be individually evaluated and scored by the evaluation committee based on ease of use, flexibility, functionality, and workflow. Offerors will be able to earn up to a maximum of 20 additional points. Points will be added to the cumulative score from the written portion.

Offerors will be required to teleconference their product demonstrations rather than visit in

person. To minimize technical issues for the DCR scoring team, all demonstrations will be executed using MS Teams (Not Skype nor Zoom)

Award – The award shall be issued to the responsive, responsible offeror whose proposal is determined to provide the best value to the State taking into consideration price and the evaluation criteria of the RFP.

SECTION FIVE

OFFEROR SELECTION AND CONTRACT AWARD

5.1 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 state officials. The register of proposals and Offeror's 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. If numerous acceptable and potentially acceptable proposals have been submitted, the procurement officer or the evaluation committee may rank the proposals and limit the priority list to at least 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.

The priority list in this RFP shall comprise of the Offerors meeting the requirements set forth in Section Four of the evaluations for their written proposals and qualifying for an invitation for a demonstration.

- 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 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 1.6 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, project timeline 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 an award notice is posted, all proposals, successful and unsuccessful, become available for public inspection as authorized under HAR 3-122-58. 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 the purpose 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.

5.2 CONFIDENTIAL INFORMATION

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).

5.3 REQUIRED REVIEW

The contractor 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 the DCR prior to the deadline for written questions as stated in the RFP Section 1.6. 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.

5.4 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the DCR ASO/PC, via mail, facsimile (808) 587-1244 or e-mail at marc.s.yamamoto@hawaii.gov. The State will respond to written questions by the date indicated in Section 1.6.

5.5 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.

5.6 OFFER ACCEPTANCE PERIOD

The State's acceptance of an offer, if any, will be made within one hundred twenty (120) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a One Hundred Twenty (120) day period.

SECTION SIX

SPECIAL PROVISIONS

6.1 SCOPE

The providing of a Offender Management System for correctional facilities statewide shall be in accordance with these Special Provisions, Specifications, and GC included by reference. Copy of the GC is available on the Internet at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>.

6.2 TERM OF CONTRACT

The contractor shall enter into a multi-term contract for period of thirty-six (36) months, commencing upon the start date indicated on the Notice to Proceed.

The contract may be extended by mutual agreement without the necessity of rebidding for up to seven (7) additional twelve (12) month periods, or parts thereof, provided that the contract price for the extended periods shall remain the same as or lower than the contract price for the original term.

The State or the Contractor may terminate any extended contract period upon at least one-hundred twenty (120) calendar days prior written notice.

6.3 WARRANTY PERIOD

The Contractor shall provide a minimum of one (1) year warranty for the system or functional subsystem, which will commence upon go-live date of the production system or functional subsystem.

6.4 CONTRACT ADMINISTRATOR

For the purpose of this contract, Todd Tamanaha, Project Manager, or his appointed designee telephone (808) 587-2579.

6.5 PROPOSAL AS PART OF THE CONTRACT

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

6.6 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 any corresponding

impact to the implementation plan.

Changes to the contract may be modified only by a written document (supplemental agreement) signed by the DCR 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.

6.7 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 Hawaii Awards & Notice Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/awards>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, DCR-ASO/PC, 1177 Alakea Street, Honolulu, Hawaii 96813.

6.8 DEBRIEFING

Pursuant to HAR, Chapter 3-122-60, (a) The purpose of a debriefing is to inform the nonselected offeror(s) of the basis for the source selection decision and contract award.

(b) A written request for a debriefing shall be made within three (3) working days after the posting of the award of the contract.

(c) Debriefing shall be held by the procurement officer or designee, to the maximum extent practicable, within seven (7) working days; provided the procurement officer or designee may determine whether or not to conduct individual or combined debriefings.

(d) A protest by the requestor submitted pursuant to Section 103D-701, HRS, following a debriefing shall be filed within five (5) working days, as specified in Section 103D-303(h), HRS.

6.9 DOWNLOADED SOLICITATION

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

6.10 GOVERNING LAW: COST OF LITIGATION

The laws of the State of Hawaii shall govern 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. 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.

6.11 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.

6.12 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Section 7, Attachment II. Proposals shall be submitted using the 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. **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.
- c. **Taxpayer Preference.** For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by a Contractor not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

- d. **Original Proposal and Copies to be Submitted**. Offeror shall submit one (1) full digital version marked "CONFIDENTIAL", and one (1) redacted digital of the proposal on a CD/DVD. It is imperative to note that the Offeror submit only one original marked as such, 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 the reviewers may automatically reject illegible offers of any item(s) to avoid any errors in interpretation 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.
- h. Wage certificate. The Contractor shall complete and submit a Wage Certificate by which the Contractor certifies that services required will be performed pursuant to §103-55, HRS.

6.13 SUBMISSION OF PROPOSAL

Electronic proposals shall be received at the DCR.bids@hawaii.gov no later than the date and time stated in Section 1.6 as amended. Timely receipt of offers shall be evidenced by the date and time registered by the DCR-ASO/PC e-mail system. Offers received after the deadline shall be returned unopened.

6.14 PRICING

Offerors shall complete "Attachment III – Cost Proposal" in its entirety. Missing entries or incomplete submissions are the responsibility of the Offeror, and may result in the rejection of the Offeror's proposal as non-responsive, disqualifying it from further consideration.

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

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

6.15 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.

6.16 CONTRACT EXECUTION

The successful Contractor shall be required to enter into a formal written 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 damage 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.

6.17 LIABILITY INSURANCE

The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or services outlined under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the DCR, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent acts. The Contractor also agrees to hold the DCR, including its agencies, employees, and assigns harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage
Technology Errors and Omissions and Cyber Liability	\$10,000,000 per claim and aggregate

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

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

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

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

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 policy or policies of insurance shall 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.

If the Contractor is authorized by the Department Coordinator to subcontract, Subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its Subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

6.18 PAYMENT

Incremental payments shall be made to the awarded Contractor based on the achievement and acceptance by the State of milestones designated on the Contractor's proposal.

Retainage:

The DCR will withhold a Retainage for implementation project deliverables in the following manner:

- a) The allowable payment amount from each deliverable payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable deliverable payment amount will be paid to the Contractor.
- b) The Retainage will be held by the DCR until the end of the warranty period.

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

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

6.19 Ownership Rights and Copyright.

The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

Ownership shall be extended to all data entered or imported by or on behalf of the DCR for the duration of the contract.

Software ownership shall also reside with the awarded contractor for the duration of the contract.

6.20 AWARD

Method of Award. The award will be made to the responsive, responsible Offeror whose proposal is determined to be the best value to the State taking into consideration of price and the evaluation criteria.

REQUIREMENT FOR AWARD:

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.

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

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

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

Hawaii Compliance Express. The Hawaii Compliance Express (HCE), allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of

Vendor Compliance” indicating that vendor’s status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

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

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

Pursuant to §103D-328, HRS, 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): https://tax.hawaii.gov/forms/a1_1alphalist/
DOTAX Forms by Fax/Mail: (808) 587-4242 1-800-222-3229 IRS: (808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application.
Facsimile numbers are: DOTAX: (808) 587-1488 IRS: (808) 524-5950

The application for the clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the 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://labor.hawaii.gov/ui/ui-forms/> 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(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the 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.

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.

6.21 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.

6.22 CONTRACT INVALIDATION

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

6.23 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.

6.24 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.

6.25 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.

6.26 SEVERABILITY

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

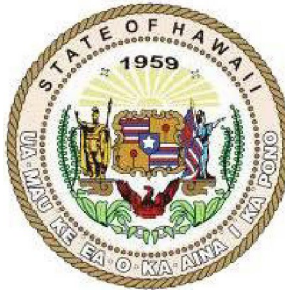
6.27 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

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.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

I.	<u>REQUEST FOR CONFIDENTIAL CONTENT</u>	79-86
	<p>This Request for Proposal includes references to confidential content, not to be disclosed to the Public- At-Large.</p> <p>In order to retrieve this content, Offerors must fill out, sign, and submit the following eight-page non- Disclosure form (Attachment I) to DCR.bids@hawaii.gov. Telephone notification to the Procurement Officer is encouraged.</p>	
II.	<u>OFFER FORM, OF-1</u>	87
III.	<u>OFFER FORM, OF-2</u> <i>Attachment III, download as separate file.</i>	88
IV.	<u>OFFER FORM, OF-3: CUSTOMER REFERENCES</u>	89-94
V.	<u>WAGE CERTIFICATE</u>	95
VI.	<u>TAX EQUALIZATION CERTIFICATE</u>	96
	<u>THE FOLLOWING ATTACHMENTS ARE AVAILABLE AS DOWNLOADS</u>	
VII.	<u>FUNCTIONAL AND TECHNICAL REQUIREMENTS</u>	97
VIII.	<u>PROJECT NARRATIVE PROPOSAL</u>	97
IX.	<u>DEMONSTRATION SCRIPTS</u> <i>Demonstration scripts will be provided to priority-listed offerors.</i>	97
X.	<u>SAMPLE FORMS, REPORTS AND OTHER INFORMATION</u>	97
XI.	<u>DATA DICTIONARY</u> (Requires submission of “Request for Confidential Content”)	97
	XI(a) Intake Service Center (ICS)	
	XI(b) Inmate Trust Accounting (ITA)	
	XI(c) Student Management System (SMS)	
	XI(d) OffenderTrak	



Confidential Content Instructions

**FURNISHING, CUSTOMIZING, TRAINING, AND IMPLEMENTING
OFFENDER MANAGEMENT SYSTEM
STATE OF HAWAII
DEPARTMENT OF CORRECTIONS AND REHABILITATION
RFP: DCR 24-COR-28**

File Name:

RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF

STATE OF HAWAII
DEPARTMENT OF CORRECTIONS AND REHABILITATION
1177 Alakea St Suite 306, Honolulu, Hawaii 96813

NON-DISCLOSURE AGREEMENT

RFP: DCR22-COR-04

All of the contents including manuals, procedures, process flows, etc. in file **"RFP_22_COR_28_CONFIDENTIAL_CONTENT.PDF"** are for reference and discussion purposes only to assist with the RFP process. The information may be outdated, inconsistent with the current system process, or may need to be redefined based on the proposed new business process models and system implementation. The awarded Offeror must go through a discovery and due diligence process as part of implementation of the SYSTEM and not execute SYSTEM implementation based on existing documents in file **"RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF"**

In order for an offeror to access file **"RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF"**, the Offeror must sign and deliver a Confidentiality and Nondisclosure Agreement (NOA) to the Department of Corrections and Rehabilitation as set forth below. The Offeror authorized representative shall submit a request to the Department of Corrections and Rehabilitation for access to file **"RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF"** via e-mail to DEPARTMENT OF CORRECTIONS AND REHABILITATION point of contact

MARC S. YAMAMOTO
TELEPHONE (808) 587-1215
EMAIL ADDRESS DCR.BIDS@HAWAII.GOV

Once the Confidentiality and NOA is approved by the Department of Corrections and Rehabilitation, the Department of Corrections and Rehabilitation will notify the requestor via email of the secured data file internet address.

Department of Corrections and Rehabilitation shall not be responsible for the Offeror's failure to use or receive information from file, **"RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF"**, arising from a failure of an Offeror to submit the Confidentiality and NOA on a timely basis so as to receive the electronic reference documents. No Prospective Offeror shall permit any other party to use or view the reference documents. Any other party (including a proposed subcontractor) must submit a signed NOA and receive its own physical media from the Department of Corrections and Rehabilitation.

ATTACHMENT I

DIRECT ALL QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY OF THE ATTACHED CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS AGREEMENT, TO:

MARC S. YAMAMOTO
TELEPHONE: (808) 587-1215
EMAIL ADDRESS: DCR.BIDS@HAWAII.GOV

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement") is made and entered into as of _____, 2024 (the **"Effective Date"**) by and between the State of Hawaii Department of Corrections and Rehabilitation (**"the State"**), and __, a _____ organized and existing under the laws of _____, with offices at _____ (**"Prospective Offeror"**) (each, a **"Party"** and together, the **"Parties"**).

WITNESSETH:

WHEREAS, the State has issued a Request for Proposals for a Offender Management System for the State (the **"RFP"**) and shall conduct a RFP process for the same (the **"RFP Process"**);

WHEREAS, Prospective Offeror is potentially interested in submitting an offer to respond to the RFP;

WHEREAS, the State owns, has rights to, and/or controls "Confidential Information" (as such term is defined below) and certain data;

WHEREAS, the State is willing to disclose to Prospective Offeror certain Confidential Information through file, **"RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF"**, (as such term is defined in the RFP) on the terms and conditions set forth herein;

WHEREAS, the State requires a Prospective Offeror to maintain such Confidential Information and data in confidence and protect it from unauthorized use and disclosure and use it only in accordance with the terms hereof, and Prospective Offeror agrees to do so; and

WHEREAS, Prospective Offeror acknowledges that unauthorized disclosure or use of such Confidential Information or data would cause irreparable harm to the State.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the State and Prospective Offeror hereby covenant and agree as follows:

1. Definitions

1.1 **"Affiliates"** means any person, including any individual, corporation, subsidiary, affiliate, partnership, association, business, organization or other entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a Party and/or such entities. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of fifty percent (50%) or more of voting shares (or their equivalent), by contract or otherwise.

1.2 **"Confidential Information"** means materials and information relating to the State's information technology systems and specific operational procedures referred to in file, **"RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF"**; the State PII; other material or information labeled or identified as confidential to the State by the State or its professional advisors or which by its nature is confidential to the State; and the Prospective Offeror's evaluations, assessments and reports regarding any of the foregoing (**"Reports"**).

1.3 **"Prospective Contractor Assisting Entities"** means the Prospective Offeror and its Affiliates and its and their prospective subcontractors.

1.4 **"State PII"** means any information relating to an identified or identifiable natural person, including, without limitation, government officials, employees, agents, citizens and residents of, and visitors to, the State, and any other person or entity who provides such information to the State. Such information includes, without limitation, individual's names, geographic addresses, telephone numbers, email addresses, Social Security numbers, driver's license numbers, credit or debit card numbers, and information concerning insurance, health, and other care and related information, insurance policy numbers (including, without limitation, medical and life insurance policy numbers), personal health information, medical records and financial information, stored in or accessed through (a) the State's information technology systems; (b) the information technology systems or other storage systems or means of Prospective Offeror, or a Prospective Contractor Assisting Entity, arising out of or in connection with the RFP Process or the services to be provided thereunder; and/or (c) the information technology systems or other technology systems or means of a vendor, offeror or provider of goods or services to the State.

2. Use and Disclosure of Confidential Information

2.1 Prospective Offeror represents, warrants and covenants to the State that Prospective Offeror shall use the Confidential Information only for the limited purpose of evaluating the RFP as part of the RFP Process and preparing offers in response to the RFP in accordance with the provisions of this Agreement and the RFP. Prospective Offeror further represents, warrants and covenants to the State that Prospective Offeror shall maintain the Confidential Information of the State in complete confidence and secrecy and, subject to the further provisions of this Agreement, shall take all reasonable steps and precautions necessary (including those reasonably directed by the State) to carefully safeguard and prevent the disclosure of the Confidential Information and Reports thereto, except only to the Prospective Contractor Assisting Entities, and to employees, consultants and agents (provided, that each such Prospective Contractor Assisting Entity, employee, consultant and agent shall execute or be and

remain subject to a confidentiality agreement with provisions not less protective than those herein) of Prospective Offeror and the Prospective Contractor Assisting Entities on a need-to-know basis; provided, however, that each of the Prospective Offeror and the Prospective Contractor Assisting Entities shall, at a minimum: (a) take measures to protect the Confidential Information that are no less protective than the measures the Prospective Offeror or Prospective Contractor Assisting Entity, as applicable, uses to protect the confidentiality of and prevent the disclosure of its own confidential and proprietary information of like importance; and (b) maintain the Confidential Information and Reports in a physically secure location, and in the case of electronic files, in a secure computer system. Prospective Offeror shall be responsible for any breach of this Agreement by any of its Prospective Contractor Assisting Entities, or by its or its Prospective Contractor Assisting Entities' employees, consultants or agents. Without limiting the foregoing, Prospective Offeror shall not provide, make available or permit access to any Confidential Information to any of the Prospective Contractor Assisting Entities, consultants or agents if otherwise prohibited by any other agreement between the Parties, or if not so prohibited, shall provide, make available or permit access to any Confidential Information only in accordance with any applicable restrictions or conditions as are set forth in any such agreement.

2.2 Without limiting any of the other provisions hereof, and subject to the provisions of **Sections 2.1 and 2.3**, Prospective Offeror represents, warrants and covenants to the State that Prospective Offeror shall not, and shall not permit or assist others to directly or indirectly, without the prior express written consent of the State, (a) by electronic means or otherwise (including, without limitation, on or through the Internet), disclose, copy, sell, transfer, publish, distribute, license, transmit, provide access to, make available or otherwise release any part of the Confidential Information to any person or entity other than a person authorized to receive the same hereunder, or (b) knowingly or negligently misappropriate or use the Confidential Information of the State for its own benefit or for the benefit of others, except in conjunction with the RFP Process or in accordance with the provisions of **Section 2.1**.

2.3 At any time, at the State's request, Prospective Offeror shall, and shall cause the Prospective Contractor Assisting Entities to, return or destroy, as specified by the State from time to time, all copies of the Confidential Information and Reports. With respect to any electronic or computer copies or records of or relating to the same, without limiting the foregoing, Prospective Offeror shall immediately shred, permanently delete or otherwise irretrievably destroy and render unreadable all such copies or records from all computers, servers and storage devices and media owned by, or operated by or for, Prospective Offeror, except to the extent that through the exercise of reasonable commercial efforts the same cannot be removed from databases or records that are not maintained specific to the State.

2.4 Prospective Offeror acknowledges that as between the Parties, the State owns and shall retain ownership of the State intellectual property rights. Nothing contained in this Agreement shall be construed as an assignment of, or the granting or conferring of, any license, express, implied or otherwise, of the State's intellectual property rights, except only to the extent any State intellectual property rights are included or embodied in Confidential Information disclosed by the State hereunder, and for the avoidance of doubt, Prospective Offeror's use of any such intellectual property rights shall be only as permitted hereunder.

2.5 After execution of this Agreement by both Parties, the Prospective Offeror will receive authentication credentials from the State or its professional service advisors that will enable the Prospective Offeror to access the file, **"RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF"**, subject to any additional provisions set forth in the RFP and/or the file, **"RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF"**. Prospective

Offeror's rights to use such credentials shall be governed by the terms hereof and as may be further set forth in the RFP and/or the file, "**RFP_24_COR_28_CONFIDENTIAL_CONTENT.PDF**".

3. Duration

Prospective Offeror shall, and to the best of its commercially reasonable ability each of the Prospective Contractor Assisting Entities shall, maintain the Confidential Information in confidence pursuant to the terms hereof in perpetuity (or the maximum period permitted by applicable law), except to the extent that, through no wrongful act of Prospective Offeror or a Prospective Contractor Assisting Entity, a portion of the Confidential Information (excluding State PII), as evidenced by written proof: (a) is or becomes available to the public and whose technical and commercial significance is made available to the applicable trade or portion of the public by the State; (b) is already in the possession of Prospective Offeror and is not subject to any agreement of confidence or nondisclosure between the Parties hereto; (c) is disclosed to Prospective Offeror on a non-confidential basis by a third party who was legally free to do so; or (d) is independently developed by Prospective Offeror; provided, further, that for the avoidance of doubt, all State PII shall at all times constitute Confidential Information even if any State PII would otherwise be excluded from the definition of "Confidential Information" pursuant to subsections (a), (b), (c) and/or (d) of this Section. In the event that Prospective Offeror or any Prospective Contractor Assisting Entity is ordered to disclose any Confidential Information of the State by a court, administrative agency or other governmental body with jurisdiction over Prospective Offeror or Prospective Contractor Assisting Entity, as applicable, Prospective Offeror, and/or such Prospective Contractor Assisting Entity, as applicable, shall, unless prohibited by applicable law, first provide the State with prompt written notice of such required disclosure and will take reasonable steps to allow the State to seek a protective order with respect to the confidentiality of the information required to be disclosed. Prospective Offeror and Prospective Contractor Assisting Entity will promptly cooperate with and assist the State in connection with obtaining such protective order at the State's reasonable expense.

4. General Provisions

4.1 This Agreement constitutes the entire and exclusive agreement between the Parties with respect to the subject matter hereof and shall not be amended, modified or changed, nor any right waived, except by an instrument in writing duly executed and delivered by the Party sought to be charged therewith. This Agreement may not be assigned by either Party, in whole or in part, to any third party without the prior express written consent of the other Party. This Agreement is binding upon and shall inure to the benefit of each Party hereto, and his, her or its respective heirs, executors, administrators, successors and permitted assigns. No modification to this Agreement shall be binding unless made in writing and signed by the Parties hereto. All references to Sections are to Sections in this Agreement. The Parties agree that this Agreement is not and shall not be amended or otherwise modified by any provision of or use of any website or software, or by any electronic or online agreement regardless of its terms. It may be amended only in writing, setting out the specific modification(s), signed by the handwritten signatures of both parties, and executed and delivered in accordance with the provisions of this Agreement. An original handwritten signature meeting the requirements in the preceding sentence and transmitted by facsimile (including "pdf" or "tif" file (sometimes referred to tiff) by email) shall be considered a handwritten signature for purposes of this Agreement. \1\wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply. The headings used herein are for

reference only and shall not constitute part of this Agreement or in any way affect its meaning or interpretation.

4.2 All confidential information disclosed hereunder is provided on an "as is" basis. The state makes no warranties of any kind with respect to its confidential information, and disclaims all warranties, whether implied or statutory or arising out of custom or course of dealing or usage or in the trade, including, without limitation, warranties of merchantability or fitness for a particular purpose. The state shall not be liable to provider for any consequential, punitive, incidental, exemplary or special damages arising out of activities related to this agreement.

4.3 All notices or other communications given pursuant to this Agreement by one Party to the other Party shall be in writing and deemed given when: (a) delivered personally by messenger (with acknowledgment of receipt); (b) sent by fax (with receipt confirmed). provided a copy is also mailed by certified or registered mail, postage prepaid, return receipt requested; or (c) when received by the addressee, if sent by Express Mail, Federal Express or other acceptable express delivery service (receipt requested), in each case to the appropriate addresses and fax numbers set forth below (or to such other addresses and fax numbers as a Party may designate as to itself by notice to the other Party), or seven (7) days after mailing by certified or registered United States mail (or that of the country of such Party's place of business or residence specified below), postage prepaid, return receipt requested, to the addresses set forth after the signature lines of this Agreement.

4.4 To the extent that any provision, portion or extent of this Agreement is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted herefrom or limited so as to give effect to the intent of the Parties insofar as possible and the remainder of the Agreement shall remain binding upon the Parties. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other remaining provisions. Any waiver of any provision of this Agreement, or a delay by either Party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

4.5 Because of the unique and trade secret nature of the Confidential Information, the State's intellectual property rights and the valuable proprietary interest of the State in the same, it is understood and agreed by the Parties that the State's remedies at law may be inadequate and that the State shall be entitled to apply for and obtain injunctive and other equitable relief, in addition to all remedies available to the State at law, in equity or hereunder, in any court of competent jurisdiction to restrain the breach or threatened breach of, or otherwise to specifically enforce, any of the terms of this Agreement.

4.6 If the State is the prevailing Party in any civil or administrative action, or proceeding for relief, for breach of, or to enforce, this Agreement, it shall be entitled to recover from Prospective Offeror in that action or proceeding, if permitted therein, or otherwise in a separate proceeding, all of its (the State's) attorneys' fees (including, without limitation, allocated costs of State attorneys), costs, expenses, fees and disbursements, and the fees and expenses for expert witnesses and expert opinions, incurred before and during such action or proceeding for relief.

4.7 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Hawaii, without giving effect to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the state and federal courts located in the City and County of Honolulu, for any action or proceeding relating to this Agreement, and expressly waives any objection it may have to such jurisdiction or the convenience of such forum. Service of process

at a Party's place of business or place of residence (in the case of natural persons) specified below, even if outside of Hawaii, shall be sufficient to establish the Hawaii court's jurisdiction.

4.8 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement (and any applicable or relevant provision) shall be construed as if jointly drafted by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any one such Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

STATE OF HAWAII
("State")

("Prospective Offeror")

By: _____ By: _____

Print Name: _____ Print Name: _____

Print Title: _____ Print Title: _____

ADDRESS:

Honolulu, HI ____ _

ADDRESS:

Attn: _____
Title: _____
Fax: _____

Attn: _____
Title: _____
Fax: _____

II. OFFER FORM OF-1

OFFENDER MANAGEMENT SYSTEM
DEPARTMENT OF CORRECTIONS AND REHABILITATION
RFP No.: DCR 24-COR-28

Procurement Officer
Department of Corrections and
Rehabilitation State of Hawaii
1177 Alakea Street
Honolulu, Hawaii 96813

Dear Sir/Madam:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the 103D General Conditions Form AG-008 Effective 10/17/13, 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:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

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:

III. OFFER FORM OF-2. Cost Proposal Workbook

Please complete the separate MS Excel file Attachment III Cost Proposal Workbook and include this as a separate file in your proposal.

IV. OFFER FORM OF-3. Customer References

CUSTOMER REFERENCES
OFFEROR FORM OF-3

Customer References: Offeror is required to complete Section 1 with a minimum of three (3) references of customers who received services similar to those requested in this RFP. Offeror, including any proposed sub-contractors included in the Offer, shall complete Section 2a for each reference and email to referenced customer to complete Section 2b.

Section 1. To be completed by the Offeror and submitted with proposal.

Customer Name #1:	<div></div>
Address:	<div></div> <div></div>
Reference Name:	<div></div>
Current Phone:	<div></div>
Customer Name #2:	<div></div>
Address:	<div></div> <div></div>
Reference Name:	<div></div>
Current Phone:	<div></div>
Customer Name #3:	<div></div>
Address:	<div></div> <div></div>
Reference Name:	<div></div>
Current Phone:	<div></div>

Customer Name #4: _____

Address: _____

Reference Name: _____

Current Phone: _____

Customer Name #5: _____

Address: _____

Reference Name: _____

Current Phone: _____

Customer Name #6: _____

Address: _____

Reference Name: _____

Current Phone: _____

The State may contact any of the references listed to inquire about Offeror's equipment, services, performance, and degree of customer satisfaction. **Full points for references will not be awarded unless Section 2a and 2b are emailed from three (3) referenced customers to the Contract Administrator.**

Section 2a. To be completed by the Offeror

Contractor/Offeror Name:	Contractor/Offeror Contact/Name:
Project Dates:	Contractor/Offeror Contact Phone:
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Email:
Contract Amount:	
Project included implementation in which of the following corrections management database categories (Check all that apply):	
<input type="checkbox"/> Intake (pretrial/sentenced) <input type="checkbox"/> Inmate Classification <input type="checkbox"/> Inmate Program Services	
<input type="checkbox"/> Electronic Medical Records <input type="checkbox"/> Inmate Trust Account <input type="checkbox"/> Other Services	
Project included implementation of correction management database categories listed above in a jail, and/or prison:	
<input type="checkbox"/> Jail <input type="checkbox"/> Prison <input type="checkbox"/> Both	
Scope of Project:	
Number of employees staffed for this project:	
Total One-Time Cost of Project (Estimated/Actual):	

Reason for Change in Total One-Time Cost of Project, if applicable:			
Scope of Contractor/Offeror's Involvement in this project:			
Number of employees Contractor/Offeror staffed for this project:			
Estimated Start & Completion Dates:		From:	To:
Actual Start & Completion Dates:		From:	To:
Reason(s) for Difference Between Estimated and Actual Dates:			

Section 2b. To be completed by the Customer Reference

Contractor Name:

Customer Organization:

A. Validation of Referenced Project Data Provided by Offeror

Comments from the Customer Organization

B. Past Performance Reference RATING GUIDELINES

Selection	Rating
5	Significantly exceeded your expectations.
4	Somewhat exceeded your expectations.
3	Met your expectations.
2	Somewhat below your expectations.
1	Significantly below your expectations.

Please explain ratings of 1, 2, or N/A in the Comments section below.

Criteria	Rating	Not Applicable
1. The Contractor provided sufficient project resources with appropriate skill sets to meet all project goals and objectives.	Choose an item.	<input type="checkbox"/>
2. The Contractor effectively managed its project staff to achieve project goals and objectives.	Choose an item.	<input type="checkbox"/>
3. The Contractor met all required tasks and deliverables timely and satisfactorily.	Choose an item.	<input type="checkbox"/>
4. The Contractor provided effective training and knowledge transfer to meet project goals.	Choose an item.	<input type="checkbox"/>
5. The Contractor satisfactorily managed project scope and risk to adhere to project schedule, control costs, and meet project goals.	Choose an item.	<input type="checkbox"/>
6. The Contractor provided effective post-implementation maintenance and operations support.	Choose an item.	<input type="checkbox"/>

Comments:
For Criteria with Ratings of 1, 2 or N/A:
General Comments:

As a representative of the Customer Organization listed above, I approve the responses to the previous statements about the performance of the Contractor listed above on the project identified in Section 2a of this Offeror Experience Reference Form.	
Printed Name	Print Title:
Signature:	Date:

V. WAGE CERTIFICATE

**WAGE CERTIFICATE FOR
SERVICE CONTRACTS**
(See Special Provisions)

Subject: RFP No.: _____

Title of RFP: _____

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

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered will be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract will result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Director of Labor. Payment in the final settlement of the contract or the release of bonds, if applicable, or both will not be made unless the Director of Labor has determined that the noncompliance has been corrected; and

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

Offeror _____

Signature _____

Title _____

Date _____

VI. TAX EQUALIZATION CERTIFICATE

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: RFP-_____

Description: _____

(To be filled in by prospective Offeror)

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

Yes No (check only one)

- | | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------|
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Will your business provide any services in the SOH under the contract to be awarded? | <input type="checkbox"/> | * <input type="checkbox"/> |

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

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

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

Offeror _____

Signature _____

Title _____

Date _____

VII. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Please respond to each individual requirement listed in the separate MS Excel file “Attachment VII Functional and Technical Requirements”.

VIII. PROJECT NARRATIVE PROPOSAL

Please respond to the questions and requirements in the separate file “Attachment VIII Project Narrative Proposal” in narrative form. Offerors may incorporate the content and their narrative into their own proposal template and supply this as a separate file.

IX. DEMONSTRATION SCRIPTS

Demonstration scripts will be provided to priority listed offerors.

X. SAMPLE FORMS, REPORTS AND OTHER INFORMATION

Examples of forms, reports, and other information.

XI. DATA DICTIONARY

- XIa Intake Service Center (ICS)
- XIb Inmate Trust Accounting (ITA)
- XIc Student Management System (SMS)
- XId OffenderTrak