

STATE OF HAWAII  
JUDICIARY

**REQUEST FOR PROPOSALS**  
**J21186**

**ONLINE BAIL PAYMENT SYSTEM FOR  
DEFENDANTS IN THE CUSTODY OF THE  
DEPARTMENT OF PUBLIC SAFETY, STATE  
OF HAWAII**

**NOTE:** If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

**OCTOBER 2020**

**NOTICE TO OFFERORS**

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

**Registration**

**Submit E-MAIL to:** E-mail Address: [tritia.l.cruz@courts.hawaii.gov](mailto:tritia.l.cruz@courts.hawaii.gov)  
**Email Subject Line:** RFP J21186 Online Bail Payment – Registration

Provide the following information:

- |      |                     |                                                                                                                                 |                        |
|------|---------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------|
| I.   | Name of Company     | Mailing Address                                                                                                                 | Name of Contact Person |
| II.  | Telephone Number    | FAX Number                                                                                                                      | E-mail Address         |
| III. | Solicitation Number | FedEx (or equivalent) account number (document will be sent by U.S. Postal Service, first class mail, if this is not provided). |                        |

---

THE JUDICIARY, STATE OF HAWAII  
HONOLULU, HAWAII

REQUEST FOR PROPOSAL NO. J21186

Competitive sealed proposals for an **ONLINE BAIL PAYMENT SYSTEM FOR DEFENDANTS IN THE CUSTODY OF THE DEPARTMENT OF PUBLIC SAFETY, STATE OF HAWAII**, will be received at:

The Judiciary, State of Hawaii  
Financial Services Division  
Contracts & Purchasing Office  
Kauikeaouli Hale  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813-2807

**Up to 4:00 pm HST on November 23, 2020.**

Offers received after the date and time specified above or at a location other than the location specified above **will not** be considered. All proposals must be made on forms obtainable at the aforesaid place or from the Judiciary’s web site at <http://www.courts.hawaii.gov> under “General Information” and “Business with the Judiciary” and must be in accordance with the accompanying instructions.

The Judiciary will conduct a telephonic Pre-Proposal Conference on November 4, 2020 at 9:00AM HST. Attendance for this pre-proposal conference is **optional**.

Questions relating to the technical aspects of the Request for Proposals may be directed to Ms. Terri Gearon via email at: [Terri.L.Gearon@courts.hawaii.gov](mailto:Terri.L.Gearon@courts.hawaii.gov); other questions may be directed to Tritia Cruz in the Contracts & Purchasing Office by phone (808) 538-5805 or email at [Tritia.L.Cruz@courts.hawaii.gov](mailto:Tritia.L.Cruz@courts.hawaii.gov).

/s/ Terri Gearon  
Terri Gearon  
Financial Services Director

(Judiciary & SPO Websites)

## TABLE OF CONTENTS

<b>SECTION ONE – Introduction and Significant Dates</b>	<b>4</b>
<b>SECTION TWO – Background</b>	<b>6</b>
<b>SECTION THREE – Scope of Work</b>	<b>8</b>
<b>SECTION FOUR – Special Provisions</b>	<b>12</b>
<b>SECTION FIVE – Evaluation Criteria and Contractor Selection</b>	<b>23</b>
<b>SECTION SIX – Offer Form</b>	<b>OF-1</b>

### ATTACHMENTS

**General Conditions dated Feb 2001**

**Procedural Requirements dated May 2003**

**Contract Addendum for Security of Personal Information**

**Hawaii Judiciary Policy Discrimination/Harassment-Free Workplace**



Deadline for Written Questions	November 5, 2020 2:00PM HST
Responses to Written Questions	November 12, 2020
<b>PROPOSALS DUE</b>	<b>November 23, 2020 4:00PM HST</b>
Evaluation Period	November 24 -December 11, 2020
Discussion with Priority-Listed Offerors, if necessary	November 24 -December 11, 2020
Best and Final Offers due, if any	N/A
Award	December 14, 2020
Contract Execution	January 1, 2021
Contract Commencement/Notice to Proceed	January 1, 2021

**END OF SECTION**

## SECTION TWO – BACKGROUND

### Overview

The Hawai‘i State Judiciary (Judiciary) is a unified court system divided into four circuits—First (Oahu), Second (Maui County), Third (Hawai‘i County), and Fifth (Kaua‘i). The Chief Justice of the Hawai‘i Supreme Court serves as the administrative head of the Judiciary. The Administrative Director of the Courts assists the Chief Justice with the management of Judiciary operations.

The Department of Public Safety (PSD) operates the corrections facilities in the State of Hawai‘i. Corrections facilities are at the following locations:

### Oahu

Oahu Community Correctional Center  
2199 Kamehameha Hwy.  
Honolulu, HI 96819

Halawa High/Medium Security Facility  
99-902 Moanalua Road  
Aiea, HI 96701

Waiawa Correctional Facility  
94-560 Kamehameha Hwy.  
Waipahu, HI 96797

Women’s Community Correctional Facility  
42-7 Kalaniana‘ole Hwy.  
Kailua, HI 96734

### Maui

Maui Community Correctional Center  
600 Waiale Dr.  
Wailuku, HI 96793

### Hawaii Island

Hawaii Community Correctional Center  
60 Punahale St.  
Hilo, HI 96720

Kauai

Kauai Community Correctional Center  
3-5351 Kuhio Hwy.  
Lihue, HI 96766

In 2019, the Hawai'i State Legislature amended Hawaii Revised Statutes (HRS) § 804-7, Release after bail. Pursuant to HRS § 804-7, the Judiciary must establish and administer a statewide program that permits the posting of bail seven-days-a-week for defendants in the custody of PSD. The program shall be available to any defendant for whom a monetary amount of bail has been set by the police, other law enforcement agency, or the court.

The Judiciary seeks an online payment system that will allow payors to post cash bail for defendants in the custody of PSD, seven days a week, including holidays. Compensation for the Contractor shall be solely through service fees charged to the users.

## **SECTION THREE – SCOPE OF WORK**

### **3.1 SCOPE**

The Contractor shall provide and operate a system that accepts online payment of bail, for defendants in the custody of PSD and for whom monetary bail has been set by the police, other law enforcement agency, or the court. The system must be operational seven days a week, including all holidays, during the hours from 7:45 a.m. – 4:30 p.m. The online payment system shall accept all major credit and debit cards.

### **3.2 CURRENT PROCESS FOR POSTING CASH BAIL**

Currently, the Hawai‘i County Police Department is the only government agency in the State of Hawai‘i that accepts cash bail for defendants in the custody of PSD, seven days a week. In all other counties, bail that has been set by a court must be paid at the courthouse. Business hours for the State courts are 7:45 a.m. – 4:30 p.m., Monday through Friday, excluding holidays.

When a payor comes to court to post cash bail for a defendant in the custody of PSD, Judiciary personnel check the court’s case management system to determine in which cases bail has been ordered. Cash bail can only be received in the exact amount fixed by the court order. Payment may be in the form of cash, cashier’s check, or money order. Once payment is received, the clerk provides a receipt, “Bail/Bond Receipt, Acknowledgment, and Notice to Appear (BBRA)” to the payor. An “Order Pertaining to Bail,” confirming that bail was posted and the receipt number, is also issued by the court. The payor delivers the BBRA and Order Pertaining to Bail to PSD’s correctional facility to obtain release of the defendant.

A defendant cannot be released if there are any outstanding warrants against the defendant. In general, Judiciary personnel check the court’s case management systems to determine whether a defendant has any outstanding warrants.

Additionally, if a defendant is charged in multiple cases and each case has a separate bail order, the defendant cannot be released unless bail is paid for all of the cases.

### **3.3 SYSTEM REQUIREMENTS**

The Contractor must be capable of implementing an online bail payment system that accepts credit and debit cards from major financial institutions. The system must meet the requirements described below.

- The Contractor must establish a portal that will allow Judiciary staff to enter defendants’ bail information, which includes the following items:

Defendant’s name

Defendant's address  
Defendant's date of birth  
Last 4 digits of defendant's social security number  
Arresting agency  
State ID (SID) number, if applicable  
Arrest report/Citation number  
Charge  
Bail amount  
Court date and time

- Contractor's system must be able to recognize and keep track of individual defendants with bail orders issued in multiple cases.
- Contractor shall provide a user-friendly website that permits a payor to submit a request to pay bail based on the defendant's name. Other appropriate identifiers that can be entered by the payor may be added features.
- Contractor's system must be able to immediately notify PSD when a payor has submitted a request to pay bail for a defendant. With the exception of extraordinary cases, the system must be able to determine within one (1) hour of submission of the request whether a defendant is eligible to be released on bail. A defendant is not eligible for release on bail when: (a) there are outstanding warrants against the defendant, and/or (b) the defendant is subject to bail in multiple cases and the payor does not agree to pay bail for all of the cases.
- The system must be able to notify the payor via an email, and as an option a text message, whether the request for payment has been approved or denied. If the request is denied, an explanation must be provided to the payor.
- Contractor shall collaborate with the Judiciary and PSD to develop an efficient method of determining whether a defendant has outstanding warrants at the time a payor submits a request to pay bail for the defendant.
- When a request for payment is approved, the system must be able to validate that the correct amount of bail is collected. Additionally, the system must produce and transmit a printable receipt in the form of the BBRA to the payor, the Judiciary, and PSD. A copy of the BBRA is attached as Exhibit "A."
- The system must be able to accommodate payment of bail for multiple cases in one transaction, and issue separate BBRA's for each case.
- The system must comply with Payment Card Industry Data Security Standards and other applicable data security standards.
- Contractor's website must comply with accessibility requirements. A telephone number shall be available every day from 7:45 am to 4:30 pm for payors to contact the Contractor.

- All monies collected by the Contractor, except the collection fee for the Contractor's services, shall be deposited with the appropriate Fiscal Officer on a daily basis. The Contractor and Fiscal Officer may agree to electronic fund transfer from the Contractor to the appropriate Judiciary bank account.

### **3.4 CONTRACTOR OPERATIONS AND GENERAL SERVICES**

- Contractor shall provide a project team to work with Judiciary and PSD staff to understand the existing business processes and work flow to configure the system, and where necessary, reconfigure the work flow to accomplish the purpose of this RFP.
- Contractor shall provide training to Judiciary and PSD staff on the use of the system.
- Contractor shall provide ongoing technical and support services to the Judiciary. Contractor shall establish a help desk to respond to inquiries from the Judiciary and PSD.
- Contractor is responsible for maintaining the system and providing necessary upgrades and enhancements.
- Contractor shall secure all personal and confidential information, such as home addresses, birth dates, credit card numbers, obtained by the Contractor through its performance under the contract in accordance with State and federal laws. Contractor shall not use any personal or confidential information so obtained in any manner except as is necessary under this contract for the proper discharge of its obligations.
- Contractor shall have a minimum of seven (7) year's prior experience in providing online payment services.
- Contractor shall have and maintain insurance pursuant to the provisions of Section 6.15 of this RFP.
- As the source of compensation will solely be through user fees charge to payors, Contractor shall have sufficient financial capacity, working capital, and other financial technical and management resources to perform the services.
- Contractor shall abide by all applicable state and federal laws.
- Contractor shall maintain and make available for inspection, audit, and reproduction all records and data pertaining to bail payments received to authorized representatives of the Judiciary.
- Contractor shall have an automated system to facilitate the exchange of account placements, payment information, and status reports. Contractor shall provide daily

access for on-line inquiry between the Judiciary and the Contractor.

- Contractor shall provide adequate computer back-up systems and procedures to accommodate equipment failure. The back-up systems must capture and preserve all data necessary to ensure accurate accounting of monies collected and to create all mandated reports.
- All computer programming, data analyses, and development for the interface(s) shall be mutually agreed to by the Contractor and the Judiciary.
- Contractor shall autogenerate financial reports for accepted bail. The reports shall contain the following information:

Defendant's name.

Case number.

Transaction date.

Receipt number.

Amount of bail posted.

- Contractor shall originate daily ACH payments to each of the courts in a single depository account by 3:00 p.m., Hawaii Standard Time.
- Contractor shall send an ACH confirmation report, along with the financial reports, to the contact persons designated by each court.

**END OF SECTION**

## SECTION 4 – SPECIAL PROVISIONS

### 4.1 SCOPE

The Contractor shall provide and operate a system that accepts online payment of bail, for defendants in the custody of PSD and for whom monetary bail has been set by the police, other law enforcement agency, or the court. The system must be operational seven days a week, including all holidays, during the hours from 7:45 a.m. – 4:30 p.m. The online payment system shall accept all major credit and debit cards.

### 4.2 TERM OF CONTRACT

The tentative term of the contract will be awarded for an initial term of one (1) year.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for two (2) additional twelve-month periods or any part thereof without re-soliciting and upon mutual agreement in writing at least thirty (30) days prior to expiration.

The Judiciary may terminate the contract at any time upon thirty (30) days prior written notice.

### 4.3 OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on additional sheets required to provide detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

4.3.1 Offer Form. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract.

4.3.2 Hawaii General Excise Tax License. In accordance with Section 103-53.3, Hawaii Revised Statutes, Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on the Offer Form.

4.3.3 Proposals must also contain a statement that the Offeror will comply with all of the provisions in this RFP.

- 4.3.4 Offeror must clearly demonstrate, in its proposal and through references, its customer service methodology.
- 4.3.5 Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for Proposals.
- 4.3.6 Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (H.R.S.), and vendors are advised that they are liable for applicable taxes. If, however, an Offeror is a person exempt by the H.R.S. from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the H.R.S. chapter or section allowing the exemption.
- 4.3.7 Subcontractors. Offeror shall provide a list of any subcontractors who will be used to perform any portion of the services required herein. The list shall include each subcontractor's name, address, and contact person; a complete description of work to be subcontracted; and descriptive information concerning subcontractor's organization and abilities.

The Contractor shall not delegate any duties listed in this RFP to any subcontractor other than those listed in the RFP unless the Judiciary gives written approval. The Judiciary reserves the right to approve in advance all proposed subcontractors for this project and to require the Contractor to replace any subcontractor found to be unacceptable. The Contractor will be the sole point of contact with regard to all the contractual matters, including payment for any and all charges resulting from the contract, and will be responsible for all services whether or not the Contractor performs them.

- 4.3.8 Cost Proposal. Offeror shall provide on Offer Form, page OF-09 - Fee Schedule proposal, Section 7.6, the fee charges. Offeror shall provide the methodology and calculations that result in the fee charges. These charges shall also apply to any extension(s) to the contract.
- 4.3.9 Failure to include these items in the Offeror's proposal may be cause for the proposal to be determined non-responsive and rejected.

#### **4.4 WRITTEN INQUIRIES**

Questions regarding this RFP are to be directed by email only to the following person with “RFP J21186 Online Bail Payment – Question” in the subject line.

Ms. Tritia Cruz  
Tritia.L.Cruz@courts.hawaii.gov

The deadline to submit question is November 5, 2020 before 2:00 p.m. Hawaii Standard Time.

#### **4.5 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference shall be held telephonically as indicated in Section 1.2, Significant Dates.

Attendance for this pre-proposal conference is optional.

Applicants attending the pre-proposal conference should have their RFP packets with them. Applicants are encouraged to submit written questions prior to the conference. Impromptu questions will be permitted and spontaneous answers provided at the conference at the Judiciary’s discretion. Verbal answers provided at the conference are only intended as general direction and may not represent the Judiciary’s position. Formal official responses will be provided in writing. All Interested Offerors who registered will receive official response(s). To ensure a written response from the Judiciary, questions shall be submitted in writing following the close of the conference, but no later than the date indicated in Section 1.2, Significant Dates. Formal official responses will be issued as an addendum to the RFP.

Interested Offerors must register their company by e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer may be rejected and not considered for award.

The Judiciary shall not be responsible for distribution of addenda to those interested Offerors who have not registered.

#### 4.6 SUBMISSION OF OFFERS

Offerors shall submit four (4) copies (1 original, 3 copies) of their proposal no later than the date and time indicated in Section 2, Significant Dates, to:

The Judiciary, State of Hawaii  
Financial Services Department  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807  
Attention: Ms. Tritia Cruz

Email: [Tritia.L.Cruz@courts.hawaii.gov](mailto:Tritia.L.Cruz@courts.hawaii.gov)

**PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.**

Offers on CD or Flash Drive. As an option to submitting hard copies (one original and two copies) of the entire Offer Packet, Offer(s) may be submitted on CD or flash drive (three copies) in Adobe pdf format no later than the date and time indicated in the Significant Dates section of this RFP.

Offers via Electronic Submittal. As another option to submitting hard copies of the entire Offer Packet, Offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the Purchasing Specialist via email.

Purchasing Specialist e-mail address: [Tritia.L.Cruz@courts.hawaii.gov](mailto:Tritia.L.Cruz@courts.hawaii.gov)

Offeror Bears Responsibility for Timely Submission. Offeror(s) who submit proposals or amendments by hand delivery, delivery service, USPS mail, electronic, etc. shall bear the whole and exclusive responsibility for assuring that the documents are received by the Judiciary and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offeror(s) assume all risk that the Judiciary's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this 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.

Prior to submitting a proposal, each Offeror must:

- a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.
- b. Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the

work specified herein.

#### 4.7 ONLINE BAIL PAYMENT EXPERIENCE AND REFERENCES

- 4.7.1 Experience: Contractor shall have a minimum of seven (7) year's prior experience in providing online payment services.
- 4.7.2 References: Offeror shall provide the names, addresses, telephone numbers, and contact persons of five (5) companies, courts or government entities for which the Offeror has provided services similar to those being requested in the RFP. All work for these references must have been performed within the past two (2) years, preferably in the State of Hawaii. The Judiciary reserves the right to contact any and all of the listed companies to inquire about the Offeror's performance on those projects.

#### 4.8 AWARD

- 4.8.1 Method of Award. Award, if any will be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria.

The Judiciary reserves the right to reject any proposals and to waive any defects, when in the Judiciary's opinion, such rejection or waiver is in the best interest of the Judiciary.

- 4.8.2 Performance Bond. A performance bond is **not** required for this Request for Proposal.
- 4.8.3 Responsibility of Contractor<sup>1</sup>. To be eligible for award, the apparent responsive low bidder recommended for contract award, if any, will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310(c), HRS:
  - 1. Chapter 237, tax clearance;
  - 2. Chapter 383, unemployment insurance;
  - 3. Chapter 386, worker's compensation;
  - 4. Chapter 392, temporary disability insurance;
  - 5. Chapter 393, prepaid health care; and
  - 6. Chapter 103D-310(C), Certificate in Good Standing (COGS) for entities doing business in the State of Hawaii.

The Contractor may choose to use the Hawaii Compliance Express (HCE) which

---

<sup>1</sup> Office of The Governor, State of Hawaii, Fourteenth Proclamation Related To The COVID-19 Emergency, VI. Suspension of Laws, allows Section 103-53, HRS, contracts with the State or counties; tax clearances, assignments be suspended, as allowed by federal law, pursuant to section 127A-13(a)(3), HRS.

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. In order to meet compliance, the certificate must indicate “COMPLIANT”. This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

- 4.8.4 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. 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.
- 4.8.5 Final Payment Requirements. Pursuant to HRS § 103-53, compliance documents through Hawaii Compliance Express or, submittal of tax clearance certificate will be required for final payment, if any.
- 4.8.6 Insurance. The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:
- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
  - b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.
  - c) Workers’ Compensation and Employer’s Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.
  - d) Professional Liability Insurance (Errors and Omission) in the minimum amount of \$1,000,000 per claim and \$2,000,000.00 annual aggregate.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

Failure of the contractor to provide and keep in force such insurance shall be regarded

as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

## **4.9 CONTRACT EXECUTION AND EXTENSION**

### **4.9.1 Execution**

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. Compliance documents or a HCE Certificate, as described in 4.8.3, must be submitted prior to execution of the contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. the Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

### **4.9.2 Extension**

If option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination, otherwise the contract must be re-solicited. All contract extensions are subject to the availability of funds.

At the time of the extension, the fee schedule for the extended period shall remain the same as the previous year's fee schedule or is negotiated as set forth in the Contract Price Adjustment provisions.

## **4.10 PERMITS, CERTIFICATES, AND LICENSES**

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

## **4.11 INSPECTION AND MODIFICATION**

All work provided by Contractor is subject to inspection, evaluation, and approval by the respective Judiciary Officers-in-Charge, to ensure that the work is progressing on schedule and complies with the contract requirements. If the Officer-in-Charge determines that

corrections or modifications must be made to assure compliance with the contract, the Officer-in-Charge may direct the Contractor to make such changes. Contractor's failure to perform pursuant to the contract may cause the Judiciary to terminate the contract or exercise other remedies as set forth in the General Conditions.

During the contract period, the Officers-In-Charge are:

Ms. Dee Dee Letts  
TA Court Fiscal Officer  
First Circuit Court  
Ka'ahumanu Hale  
777 Punchbowl Street  
Honolulu, HI 96813  
Tel: (808) 538-5990  
Fax: (808) 539-4402  
Email address:

[DeeDee.D.Letts@courts.hawaii.gov](mailto:DeeDee.D.Letts@courts.hawaii.gov)

Mr. Colin Young  
Court Fiscal Officer  
Third Circuit Court  
75 Aupuni Street  
Hilo, HI 96720-4255  
Tel: (808) 961-7424  
Fax: (808) 961-7416  
Email address:  
Colin.S.Young@courts.hawaii.gov

Mr. Paul Petro  
Court Fiscal Officer  
Second Judicial Circuit  
Ho'apili Hale  
2145 Main Street, Ste. 106  
Wailuku, Maui, HI 96793-1679  
Tel: (808) 244-2999  
Fax: (808)244-2932  
Email address:

[Paul.M.Petro@courts.hawaii.gov](mailto:Paul.M.Petro@courts.hawaii.gov)

Ms. Danette Wise  
Court Fiscal Officer  
Third Judicial Circuit  
3059 Umi Street, Room 101  
Lihue, Kauai, HI 96766-1809  
Tel: (808) 246-3305  
Fax: (808) 246-3310  
Email address:  
[Danette.V.Wise@courts.hawaii.gov](mailto:Danette.V.Wise@courts.hawaii.gov)

For District Court of the First Circuit matters:

Ms. Sharon Tojio  
Assistant Court Fiscal Officer  
District Court of the First  
Circuit Kauikeaouli Hale  
1111 Alakea Street, 4<sup>th</sup> Floor  
Honolulu, HI 96813  
Tel: (808) 538-5286  
Fax: (808) 538-5255  
Email address:

[Sharon.K.Tojio@courts.hawaii.gov](mailto:Sharon.K.Tojio@courts.hawaii.gov)

#### **4.12 REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Judiciary shall have the right to request that Contractor's personnel be removed from all work on this project, and the Contractor shall comply with such request, effective immediately upon notification by the Judiciary. Any such request by the Judiciary shall

include a written statement indicating why removal of personnel is warranted.

#### **4.13 AMENDMENT**

The contract may be amended by the Judiciary and the Contractor for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained therein, or to clarifying matters or questions arising under the contract as may be deemed necessary, provided that any such changes or modifications shall be in writing and signed by an authorized officer, employee, or representative of Contractor and the Judiciary.

#### **4.14 BACKGROUND CHECKS**

All employees, agents, or representatives of an Offeror or Offeror's subcontractors who will be performing work on any phase of the contract arising out of this RFP are subject to a criminal history background check by the Judiciary.

#### **4.15 CONFIDENTIALITY OF JUDICIARY INFORMATION**

During the performance of services under the contract, the Offeror may gain access to and use Judiciary information, records, files, documents or reports, which shall all be considered extremely confidential and shall be handled accordingly. A violation by Offeror, its employees, contractors and agents shall be a material violation of the contract.

#### **4.16 TERMINATION FOR CAUSE**

The Judiciary may terminate the contract for cause for the following reasons. If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Performs the work or services negligently or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
3. Discontinues the prosecution of the work or services.
4. Otherwise breaches any term of the contract.
5. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.
6. Makes an assignment for the benefit of creditors.
7. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice,

shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

#### **4.17 LIQUIDATED DAMAGES**

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay shall be deducted from any payments due or to become due to the Contractor.

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

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

#### **4.19 INTERPRETATION OF PROVISIONS**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Special Assistance to the Administrative Director with the approval of the Financial Services Director, or the interpretation made by the Financial Services Director, shall govern and control. In addition, the parties hereto agree that said Financial Services Director, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

#### **4.20 CONFLICTS AND VARIATIONS**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, as referred to in Attachment 1, the provisions of the document entitled Special Provisions shall control.

#### **4.21 CANCELLATION OF SOLICITATION AND REJECTION OF OFFERS**

The solicitation maybe canceled, or the offers may be rejected, in whole or in part, when in the best interest of the Judiciary, as provided in Rules 3-122-95 through 3-122-97, Hawaii Administrative Rules.

**END OF SECTION FOUR**

## SECTION FIVE – EVALUATION CRITERIA AND CONTRACTOR SELECTION

All proposals shall be evaluated by the Selection Committee using the following criteria and pursuant to Section 4.2 of the Procedural Requirements (Attachment A of the RFP). Best and final offers shall be allowed when applicable. The recommendation for contract award will be made to the responsible offeror whose proposal is determined in writing to provide the best value to the Judiciary, based on the criteria below.

An in-depth analysis and review of all offers will be based on the criteria below and their associated points. The total number of points used to score this proposal shall be **175**.

### **POINTS**

### **CRITERIA**

#### **Experience and Qualifications of the Offeror** (Total Points: 30)

- Past record of performance for a minimum of seven (7) year's prior experience in providing online payment services with respect to effectiveness and quality of work.
- Past record of performance for a minimum of five (5) companies, courts or government entities for which the Offeror has provided services similar to those being requested in the RFP with respect to effectiveness and quality of work. All work for these references must have been performed within the past two (2) years, preferably in the State of Hawaii. The Judiciary reserves the right to contact any and all of the listed companies to inquire about the Offeror's performance on those projects.
- Qualifications and experience of staff. Capacity and capability of the Offeror to perform the work. Specialized experience and technical competence of the Offeror regarding the types of services required.
- Financial capacity, working capital, and other financial technical and management resources to perform the services

#### **System Requirements** (Total Points: 35)

The Judiciary will evaluate the Offeror's system requirements relevant to the proposal contract which shall include:

- Demonstrated capability of implementing an online bail payment system that accepts credit and debit cards from major financial institutions.
- Demonstrated capability to establish a portal that will allow Judiciary staff to enter defendants' bail information.

- Quality of Offeror's system to recognize and keep track of individual defendants with bail orders issued in multiple cases.
- Format of a user-friendly website that permits a payor to submit a request to pay bail based on the defendant's name. Capability for other appropriate identifiers to be entered by the payor as added features.
- Demonstrated capability of a system able to immediately notify PSD when a payor has submitted a request to pay bail for a defendant. With the exception of extraordinary cases, the system must be able to determine within one (1) hour of submission of the request whether a defendant is eligible to be released on bail. A defendant is not eligible for release on bail when: (a) there are outstanding warrants against the defendant, and/or (b) the defendant is subject to bail in multiple cases and the payor does not agree to pay bail for all of the cases.
- Demonstrated capability of a system able to notify the payor via an email, and as an option a text message, whether the request for payment has been approved or denied. If the request is denied, an explanation must be provided to the payor.
- Demonstrated capability to collaborate with the Judiciary and PSD to develop an efficient method of determining whether a defendant has outstanding warrants at the time a payor submits a request to pay bail for the defendant.
- Demonstrated capability when a request for payment is approved, the system is able to validate that the correct amount of bail is collected. Additionally, the system's capability to produce and transmit a printable receipt in the form of the BBRA to the payor, the Judiciary, and PSD. A copy of the BBRA is attached as Exhibit "A."
- Demonstrated capability of a system able to accommodate payment of bail for multiple cases in one transaction, and issue separate BBRA's for each case.
- Demonstrated capability of a system's ability to comply with Payment Card Industry Data Security Standards and other applicable data security standards.
- Demonstrated capability of Offeror's website's compliance with accessibility requirements. A telephone number shall be available every day from 7:45 am to 4:30 pm for payors to contact the Offeror.

- Demonstrated capability for all monies collected by the Offeror, except the collection fee for the Offeror's services, deposited with the appropriate Fiscal Officer on a daily basis.

**Contractors Operations and General Services** (Total Points: 75)

The Judiciary will evaluate the Offeror's system requirements relevant to the proposal contract which shall include:

- Ability to provide a project team to work with Judiciary and PSD staff to understand the existing business processes and work flow to configure the system, and where necessary, reconfigure the work flow to accomplish the purpose of this RFP.
- Ability to provide training to Judiciary and PSD staff on the use of the system.
- Ability to provide ongoing technical and support services to the Judiciary. Offeror's capability to establish a help desk to respond to inquiries from the Judiciary and PSD.
- Offeror's ability to maintain the system and provide necessary upgrades and enhancements.
- Offeror's capability to secure all personal and confidential information, such as home addresses, birth dates, credit card numbers, obtained by the Offeror through its performance under the contract in accordance with State and federal laws.
- Offeror's ability to maintain and make available for inspection, audit, and reproduction all records and data pertaining to bail payments received to authorized representatives of the Judiciary.
- Offeror's capability to have an automated system to facilitate the exchange of account placements, payment information, and status reports. Offeror's capability to provide daily access for on-line inquiry between the Judiciary and the Contractor.
- Offeror's ability to provide adequate computer back-up systems and procedures to accommodate equipment failure. The back-up systems ability to capture and preserve all data necessary to ensure accurate accounting of monies collected and to create all mandated reports.
- Offeror's ability to autogenerate financial reports for accepted bail.
- Offeror's capability to originate daily ACH payments to each of the courts in a single depository account by specified time.
- Offeror's ability to send an ACH confirmation report, along with the financial reports, to the contact persons designated by each court.

**Cost** (Total Points: 15)

- Fees or costs associated with the online bail payment efforts to be added to the amount due and retained by the Offeror as its payment. The lowest fee/cost would garner the highest number of points.

**MISCELLANEOUS** (Total Points: 20)

- Insurance coverage for liability.
- Any other services provided by Offeror to benefit the Judiciary in the online bail payment system.

**END OF SECTION FIVE**

**SECTION SIX – 6.1 OFFER FORM  
REQUEST FOR PROPOSALS NO. J21186**

**ONLINE BAIL PAYMENT SYSTEM FOR DEFENDANTS  
IN THE CUSTODY OF THE DEPARTMENT OF PUBLIC  
SAFETY, STATE OF HAWAII**

Offeror: \_\_\_\_\_

Honolulu, Hawaii

\_\_\_\_\_, 2020

Financial Services Director  
The Judiciary, State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Director:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 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 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 and has a separate branch or division in the State that is capable of fully performing under the contract.

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

Offeror is:

- Sole Proprietor     Partnership     Corporation     Joint Venture  
 Other

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

Business address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Payment address (other than street address above): \_\_\_\_\_

\_\_\_\_\_

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

Respectfully submitted,

Phone No.: \_\_\_\_\_

(x) \_\_\_\_\_

Authorized (Original) Signature

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

\_\_\_\_\_

Name and Title (Please Type or Print)

Email Address: \_\_\_\_\_

\* \_\_\_\_\_

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

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

REQUEST FOR PROPOSAL J21186

6.2 – DESCRIPTION OF FIRM

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

Contact Person for this Proposal: \_\_\_\_\_

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

\_\_\_\_\_

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

FAX No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Offeror may either complete the following information on this form or provide the information as a separate attachment.

Company background:

Organization and staffing that will be assigned to this contract:

Previous work conducted by this firm:

OFFEROR: \_\_\_\_\_

6.3 – PROJECT PERSONNEL

Identify staff that will be assigned to this contract for the various services that are being requested (information can be completed on this form or used as part of your proposal packet). Attach additional pages as needed.

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

OFFEROR: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

OFFEROR: \_\_\_\_\_

6.4 – OFFEROR’S SUBCONTRACTOR INFORMATION

If subcontractor(s) will be used, provide the following information regarding each subcontractor; this information is in addition to information noted in the Proposal Letter. Attach additional pages as needed:

Subcontractor 1:

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

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

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Description of work to be subcontracted:

Description of subcontractor’s organization, staffing and abilities:  
(You must also complete the Statement of Qualification for all subcontractor’s employees that may be assigned to this RFP)

OFFEROR: \_\_\_\_\_

Subcontractor 2:

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

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

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Description of work to be subcontracted:

Description of subcontractor's organization, staffing and abilities:  
(You must also complete the Statement of Qualification for all subcontractor's employees that may be assigned to this RFP)

(Please use additional sheets if more subcontractors are to be used)

OFFEROR: \_\_\_\_\_

6.5 – CLIENT REFERENCES

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished collection services that are similar in nature and/or volume to services specified in the attached specifications. Refer to References section of the enclosed offer.

Company/Agency Name & Contact	Address	Phone/Fax/email

## 6.6 – FEE SCHEDULE PROPOSAL

Offeror shall provide the fee schedule or costs associated with online bail payment efforts by the Contractor and which shall be retained by the Contractor as its payment. Please provide all calculations. Use an example of a collection in the amount of \$100.00. Illustrate what will be returned to the Judiciary and what will be retained by the Contractor.

6.7 – INSURANCE

Offeror shall provide the following information:

**Commercial General Liability Insurance**

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

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_

Coverage Amount: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

**Automobile Insurance**

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

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_

Coverage Amount: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

**Professional Liability Insurance**

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

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_

Coverage Amount: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_