



**THE JUDICIARY, STATE OF HAWAII
REQUEST FOR PROPOSALS
NO. J16315**

**To Provide Services to Migrate an IBM
Filenet CS System to a Filenet P8 System for
The Judiciary, State of Hawaii**

May 2016

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If you are interested in responding to this solicitation, you must submit the proposal in accordance to Section 3.6 Submission of Offers of the Special Provisions and Section 4 Proposal Requirements of this Request for Proposals (RFP). **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration:

Submit FAX or E-MAIL to:

FAX No.: (808) 538-5802

E-mail Address: jonathan.h.wong@courts.hawaii.gov

Provide the following information:

Name of Company	Mailing Address	Name of Contact Person
Telephone Number	FAX number	E-mail Address
Solicitation Number	Fedex or equivalent account # (document will be sent by U.S. Postal Service 1st class mail if this is not provided)	

THE JUDICIARY, STATE OF HAWAII REQUEST FOR PROPOSALS NO. J16315

Competitive sealed proposals **To Provide Services to Migrate an IBM Filenet CS System to a Filenet P8 System for The Judiciary, State Of Hawaii**, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to **June 6th, 2016, 4:00 P.M. HST.**

Offers received after the date and time specified above or at a location other than the location specified above shall not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information" and "[Business with the Judiciary](#)" and must be in accordance with the accompanying instructions.

An optional Pre-bid conference and Site visit will be held on May 13, 2016 at 1:00 p.m. at the Judiciary Information Management System's Conference Room, 1111 Alakea St., 9th Flr, Honolulu, HI.

Questions relating to the technical aspects of this Request for Proposals may be directed to Mai Nguyen Van at (808) 538-5308, email Mai.T.Nguyenvan@courts.hawaii.gov; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email Jonathan.H.Wong@courts.hawaii.gov

/s/ Dean Seki
Financial Services Director

SPO and JUD Websites: May 5, 2016

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SECTION ONE - INTRODUCTION

1.1 BACKGROUND

The State of Hawaii Judiciary invites your company to submit a written proposal to provide services to migrate the Judiciary's IBM FileNet CS system to a FileNet P8 system. The contract for these services will be managed by the Judiciary's Information Technology and Systems Department (ITSD).

The State of Hawaii, Judiciary uses the IBM FileNet Content Services (CS) product to store all court documents. The electronic copies in FileNet are the only versions of the court documents. Paper records are shredded after scanning to FileNet or the document is never printed and filed electronically with the courts. The Judiciary web application case management system has been customized to access these court records from FileNet. The Judiciary has been using the CS version since 2005 and needs to convert to the P8 version, because the CS version is no longer supported by IBM. Because of the critical value to the Judiciary of the FileNet document repository, it is important for JIMS to be on a supported product. Because the work is a product migration and customization, and not just a version upgrade, significant specialized consulting services are needed to ensure the proper and complete migration of the current official court document residing in FileNet with the minimal impact to the Judiciary or its customers. The FileNet system contains approximately two (2) million electronic documents.

1.2 SIGNIFICANT DATES

The contract term and key dates schedule setout herein represents the Judiciary's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date is delayed, the rest of the schedule may shift accordingly. Delays may include, and are not limited to funding, and/or Hawaii State Judiciary government restrictions. **The optional Pre-bid Conference and Site visit site inspection will be held on 5/13/16 at 1:00 p.m. in the Judiciary Information Management System's Conference Room, 1111 Alakea St., 9th Flr, Honolulu, HI.** Please make arrangements with the OIC for the site visit.

The contract key dates are as follows:

Advertisement	5/5/2016
Optional Pre-bid Conf./Site visit at 1111 Alakea St., 9 th Flr JIMS Conf. Rm.	5/13/2016, 1:00 P.M.
Deadline for Questions	5/20/2016
Response to Written Questions	5/27/2016
PROPOSALS DUE	6/6/16, 4:00 PM
Tentative Notice of Award	6/13/16
Tentative Notice to Proceed	6/30/2016

END OF SECTION ONE

SECTION TWO - SPECIFICATIONS

2.1 GENERAL INFORMATION

The Information Technology and Systems Department (ITSD) is the combination of the Information Technology and Communications Division (ITCD) and the Judiciary Information Management System (JIMS) program. ITCD evolved during the years that the State first introduced IT and has successfully introduced Infrastructure and built custom applications for the Judiciary using the State General Fund. The JIMS program was started in 1999 with the goal of integrating and standardizing multiple legacy custom case management systems into one statewide system using a computer systems special fund (CSSF). There are 10 case management areas: traffic, appellate court, district court criminal, circuit court criminal, district court civil, circuit civil, family court adult, family court juvenile, land and tax court, and probation. JIMS has built the applications needed to support the first of three (3) of these case types and converted data from the original legacy case management systems into the new JIMS case management system. JIMS was originally developed from a COTS product using Oracle database with Oracle Forms and integrated to a FileNet document management system. It has since been enhanced with JAVA and web based technology.

Because of the criticality of the FileNet document repository to the Judiciary, the following contractor qualifications are mandatory:

1. 3 years of experience with KOFAX integration to IBM FileNet P8
2. 3 years of experience with IBM FileNet P8 installation and support
3. Have performed at least 3 conversions of IBM FileNet Content Services to IBM FileNet P8
4. 2 years of experience with current FileNet Content Services table customization that are populated by KOFAX through the case management interface
5. 2 years of experience with the customized Judiciary IDM queries
6. 2 years of experience with IBM FileNet Content Services and IBM FileNet P8 multi-threaded integration with a java web-based application
7. 2 years of experience with Judiciary FileNet confidential and non-confidential libraries and security model with sealed documents

2.2 GENERAL REQUIREMENTS

2.2.1 The Contractor shall appoint a Contract Lead (CL) to serve as the primary point of contact for the OIC or designees. The CL in turn may delegate key areas to other subject experts. The Judiciary shall appoint a primary Officer-in-Charge (OIC) who can delegate to subject expert designees. The CL shall work with and take direction from the OIC.

2.2.2 The contractor shall provide professional services to:

- a) Install and configure FileNet P8
- b) Provide documentation regarding the environment.
- c) Migrate up to 2 (two) million documents from one FileNet CS library.
- d) Update custom application code that connects to FileNet P8 system.

- 2.2.3 The contractor shall provide training, mentoring and knowledge transfer
- 2.2.4 The contractor shall provide project management to ensure completion of the migration to the specifications of the Judiciary, within budget and within the timeframe of the up to six (6) months expected to complete the project.
- 2.2.5 **Business Hours**
The Judiciary's normal business hours are from 7:45 am to 4:30 pm, HST, Monday thru Friday, except for [State Holidays](#). When working with Judiciary staff, the Contractor's work hours shall follow the Judiciary's work hours unless specifically agreed upon by both the Contractor and the OIC. The Contractor shall be expected to work closely with Judiciary staff and other Judiciary contractors. The Judiciary also has one staff person monitoring the data center from 4:30 pm to 7:45 am HST Monday to Friday who performs operational activities, tier 1 troubleshooting and reports more complex problems.
- 2.2.6 **Work Outside of Business Hours**
Some of the work under this RFP may need to be performed outside of normal business hours. Typically work is done outside of normal business hours to minimize impact to the court operations. In performing such the Contractor shall be aware of any 24x7 services such as efilings. Such work shall be coordinated with OIC.
- 2.2.7 **Response Times**
The Contractor shall provide a means to allow the Judiciary to notify the Contractor, especially during emergencies.
- 2.2.8 **Judiciary Responsibilities**
The Judiciary shall ensure that the Contractor has access to:
- a) Judiciary Infrastructure necessary for Contractor to perform services as defined by the RFP. This includes, but is not limited to servers, SANs, network devices and the appropriate level of security access mutually deemed required to perform work.
 - b) On-site office space for one (1) permanent Contractor team member.
 - c) Conference rooms and audio/video conference facilities to expedite communications.
 - d) The Contractor is expected to provide PCs for their team members along with the appropriate software including security software. All PCs connected to the Judiciary Infrastructure must meet Judiciary security standards and must be approved by the OIC before connecting to the Judiciary Infrastructure.

- e) VPN access to the Judiciary network for remote team members. The Contractor shall ensure all devices connected via VPN are appropriately secured and protected and share with the OIC policies and procedures that support security. All Contractor team members must pass a criminal history check including remote users.
- f) Judiciary personnel and other State of Hawaii personnel, contractors, that work with the FileNet or the associated JIMS system.

2.3 CONTRACTOR TEAM

2.3.1 Contractor Team

- a) The Contractor team shall be led by a Contract Lead (CL) with a minimum of five years of experience in that role. The Contractor shall have a backup Contract Lead.
- b) The CL shall schedule and plan all work in coordination with the Judiciary OIC or designees. The CL shall have a high degree of discipline and experience in the management of the large projects across medium to large government or business entities.
- c) The Contractor shall have:
 - i) 3 years of experience with KOFAX integration to IBM FileNet P8
 - ii) 3 years of experience with IBM FileNet P8 installation and support
 - iii) Have performed at least 3 conversions of IBM FileNet Content Services to IBM FileNet P8
 - iv) 2 years of experience with current FileNet Content Services table customization that are populated by KOFAX through the case management interface
 - v) 2 years of experience with the customized Judiciary IDM queries
 - vi) 2 years of experience with IBM FileNet Content Services and IBM FileNet P8 multi-threaded integration with a java web-based application
 - vii) 2 years of experience with Judiciary FileNet confidential and non-confidential libraries and security model with sealed documents

END OF SECTION TWO

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract to provide services to migrate the Judiciary's IBM FileNet CS system to a FileNet P8 system as specified herein shall be in accordance with these Special Provisions, Specifications, General Conditions, and the Contract Addendum for Security of Personal Information.

3.2 JUDICIARY OFFICER IN CHARGE

For the purposes of this contract, Mai T NguyenVan, telephone (808) 538-5308, is designated Judiciary Officer in Charge (OIC).

3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the 1-year period commencing on 06/30/16. Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for One (1) additional twelve-month periods without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration.

The Judiciary may terminate the contract at any time upon sixty (60) days prior written notice.

3.4 OFFER PREPARATION

Handwritten proposals are not acceptable. All proposals must be generated and printed using a word processor or similar computer program using the format provided in Section 4.2 "Proposal Contents" and using the offer forms provided in section 6. The proposals must address the requirements of this RFP (section 2) and be in accordance with these Special Provisions (section 3) and the other 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.

3.4.1 Offer Form

Offeror is required to submit its proposal with an Offer Form provided in Section 6.1. The offer form requires the 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.

3.4.2 Wage Certification

Offeror is required to submit its proposal with a Wage Certificate provided in section 6.2, by which the Offerors certify that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor shall be obliged to increase their wage rates accordingly.

The offeror shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work.

<u>Skill Level:</u>	<u>Public Employee Wage Rates:</u>	<u>Current Rate:</u>
ENTRY	IT Specialist V (SR-24)	\$25.66/hr.
INTERMEDIATE	IT Specialist VI (SR-26)	\$27.75/hr.
EXPERT	IT Specialist VII (SR-28)	\$31.21/hr.

3.4.3 Proposal Guaranty

A Proposal Guaranty is NOT required for this Request for Proposals.

3.4.4 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 the Hawaii General Excise Tax (GET) at the current 4.5% rate. 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. More information on Hawaii State taxes may be found at <http://tax.hawaii.gov/>

3.4.5 Contract Team

Offeror may subcontract portions of this contract. Provide names and addresses of Joint Contractors/Subcontractor's, of References, and of Local Representatives. Offeror shall be the Primary Contractor and is liable for all work performed under this contract.

3.4.6 Quotation

Prices offered shall be based on delivery of products and services to Judiciary and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail. Further clarification is provided in SECTION SIX – OFFER FORM.

3.5 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following address:

The Judiciary, State of Hawaii
Financial Services Division
Attn: Jonathan Wong
1111 Alakea Street, 6th floor
Honolulu, HI 96813

Fax: (808) 538-5802, or via email to jonathan.h.wong@courts.hawaii.gov

Offeror may provide its express mail service account number or Fax number so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis. However, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.6 SUBMISSION OF OFFERS

Offerors shall submit three (3) copies (1 original, 2 copies) of their sealed Offer no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii
Financial Services Division
Attention: Jonathan Wong
1111 Alakea Street, 6th Floor
Honolulu, HI 96813-2807

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

- 3.6.1 Offers on CD. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD (3copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Significant Dates section of this RFP.
- 3.6.2 Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via Email or FAX.
- 3.6.3 Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.7 OFFEROR QUALIFICATION

- 3.7.1 Experience: Offeror shall have:
- a) 3 years of experience with KOFAX integration to IBM FileNet P8

- b) 3 years of experience with IBM FileNet P8 installation and support
- c) Have performed at least 3 conversions of IBM FileNet Content Services to IBM FileNet P8
- d) 2 years of experience with current FileNet Content Services table customization that are populated by KOFAX through the case management interface
- e) 2 years of experience with the customized Judiciary IDM queries
- f) 2 years of experience with IBM FileNet Content Services and IBM FileNet P8 multi-threaded integration with a java web-based application
- g) 2 years of experience with Judiciary FileNet confidential and non-confidential libraries and security model with sealed documents

3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of three (3) companies, for which the Offeror has provided services listed in this RFP. The Judiciary reserves the right to reject the offer submitted by any offeror who has not performed the consulting services as specified in this RFP and performed services that is similar in nature to services required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory; for evaluation purposes, this offeror shall be deemed non-responsible.

3.7.3 Local Representative. Offeror shall have and identify a local representative (on Oahu) in order to qualify for award. Local representative must have an office location on Oahu, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or system problems. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for this RFP for the duration of the contract period. Failure on the part of the Offeror to meet this requirement shall result in rejection of proposal.

3.8 AWARD

3.8.1 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.

3.8.2 Tax Clearance - HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D328, HRS, prior to the execution of the contract, the successful 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 is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary. The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract. The tax clearance certificate may be obtained from the following site: http://tax.hawaii.gov/forms/a1_1alphalist/ or by Fax/Mail at (808) 587-4242 or 1-800-222-3229.

3.8.3 Certificate of Compliance - HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

- a) 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 Judiciary. A photocopy of the certificate is acceptable to the Judiciary.
- b) The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D310(c), HRS, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/> or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.
- c) The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR, and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

3.8.4 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a CERTIFICATE OF GOOD STANDING issued by the 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 Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

- a) 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.
- b) 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.

3.8.5 Hawaii Compliance Express. Alternatively, instead of separately applying for the above certificates at the various agencies, Offerors may choose to use the Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface. The following HCE website at <https://vendors.ehawaii.gov/hce/splash/welcome.html> expedites the process in applying for and furnishing proof of compliance with the requirements of Chapter 103D-310(c), HRS. Offerors are advised that there is an annual fee associated with HCE. Offerors choosing not to participate in the HCE program will be required to provide paper certificates as instructed in the sections previous to this one.

- 3.8.6 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary PRIOR TO 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.
- 3.8.7 Final Payment Requirements. An HCE certificate will be required for final payment.
- 3.8.8 Liability Insurance. The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved, the insurance policy or policies shall name the subcontractor as additional insured. As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance that meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies. The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

Coverage	Limits
Commercial General Liability	\$1,000,000.00 combined single limit per occurrence (occurrence form) for bodily injury and property damage and; \$2,000,000.00 aggregate.
Products and Completed Operations	\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
Automobile Liability	\$1,000,000.00 per accident
Workers Compensation and Employer's Liability	Part A – Statutory Part B – Employers Liability \$100,000.00 each accident \$100,000 disease each employee \$500,000 disease policy limit
Professional Liability (Errors and Omissions)	N/A

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

- a) "This insurance shall not be canceled until after thirty (30) days written notice has been given to The Judiciary, State of Hawaii, Financial Services Director, 1111 Alakea Street, Sixth Floor, Kauikeaouli Hale, Honolulu, Hawaii 96813."

- b) "The Judiciary is added as an additional insured (for general liability and automobile) as respects to operations performed for The Judiciary, State of Hawaii."
- c) "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."

The minimum insurance required shall be in full compliance throughout the entire term of the contract, including supplemental agreements. Prior to execution of the contract, the Contractor agrees to deposit with The Judiciary, State of Hawaii certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the Judiciary during the entire term of this contract and its extensions, if any, including those of its subcontractor(s), where appropriate.

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.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this RFP. 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.

3.9 CONTRACT EXECUTION AND EXTENSION

- 3.9.1 Execution: Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this 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.
- 3.9.2 Extension: If an 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.

3.10 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.

3.11 PRICING INFORMATION AND ADJUSTMENTS

3.11.1 No price increase will be allowed during the initial one (1) year period of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

3.11.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

3.12 INVOICING

Contractor shall submit, the original and three copies of the invoice to the Fiscal office at the address listed below:

The Judiciary, State of Hawaii
Office of the Administrative Director
Administration Fiscal Office
Attn: Ms. Naty Butay
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

3.13 PAYMENT

Section 103-10, H.R.S., provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

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

3.14 CONTRACT STAFFING REQUIREMENTS

Personnel whose names and resumes are submitted in the offer shall not be removed from this contract without prior approval of the OIC. Substitute or additional personnel shall not be used for this contract until a resume is received and approved by the OIC.

- a) Personnel changes that are not approved by the Judiciary may be grounds for contract termination.
- b) The Judiciary shall have the right, and the Contractor shall comply with, any request to remove personnel from all work on this contract effective immediately upon notification by the OIC.

3.15 COOPERATION WITH WORK RULES

The personnel of an offeror selected as the Contractor to perform the services under this RFP shall comply with all security regulations and other procedures which the Judiciary's staff, subcontractors, etc. are required to follow. The selected offeror's personnel and subcontractors, while working on the Judiciary's premises, shall observe the working hours, working rules, holiday schedules, and other policies of the Judiciary. The selected offeror agrees to cooperate fully and provide any assistance necessary to the Judiciary in investigating any security breaches that may involve the offeror or the offeror's employees or agents.

3.16 CRIMINAL HISTORY 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. Such persons must provide to the Judiciary fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government, and no work on the contract shall be commenced by these persons until their background check is complete. At the completion of a background check, the Judiciary may, at its sole discretion, decide that a particular employee, agent, or representative of an offeror or an offeror's subcontractor shall not be involved in any work under the contract, and the offeror shall enforce that decision.

3.17 TERMINATION FOR CAUSE

If the Contractor:

- 3.17.1 Fails to begin the work or services under the contract within or by the time specified.
- 3.17.2 Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
- 3.17.3 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.
- 3.17.4 Discontinues the prosecution of the work or services.
- 3.17.5 Otherwise breaches any term of the contract.

- 3.17.6 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
- 3.17.7 Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
- 3.17.8 Makes an assignment for the benefit of creditors.
- 3.17.9 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.
 - a) 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.

3.18 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.

3.19 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.

3.20 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 OIC 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.

3.21 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.

END OF SECTION THREE

SECTION FOUR - PROPOSAL REQUIREMENTS

4.1 INTRODUCTION

In order to effectively and efficiently analyze responses to this RFP, offerors shall prepare their proposals in accordance with the requirements outlined in this Section 4. The evaluation procedure and points are described in Section 5. Any proposal that significantly deviates from the requirements of Section 4 or 5 may be considered non-responsive and may be disqualified by the Judiciary. The Judiciary reserves the right to require additional documentation to support and/or clarify the information provided.

4.2 PROPOSAL CONTENTS

Proposals shall be written in straight-forward, and concise language, organized into the sections as prescribed in table 1 below. All sections shall be numbered as shown in table 1 and all pages, tables, exhibits, and appendices shall be separately numbered and clearly labeled. At a minimum, the contents of the offerors' proposals should address the General Requirements listed in section 2.2. Additional or optional propositions above and beyond the General Requirements made by the offeror that enhance the effectiveness of the services provided will be evaluated and scored. These additional or optional propositions must be included as appropriate within sections listed below.

Table 1 Proposal Sections

Section	This Section	Proposal Template Section
Title Page	4.2.1	1
Table of Contents	4.2.2	2
Offer Form	4.2.3	3
Potential Conflicts with State Code of Ethics	4.2.4	4
Wage Certificate	4.2.5	5
Company Information	4.2.6	6
Prior Experience	4.2.7	7
Contract Team and Qualifications	4.2.8	8
Price Proposal	4.2.9	9
Contract Methodology	4.2.10	10
Contract Plan	4.2.11	11
Additional Materials	4.2.15	12

4.2.1 Title Page

The proposal will start with a simple title page, with the name of the company submitting the proposal, the RFP title and number, and submittal date.

4.2.2 Table of Contents

The proposal shall include a table of contents with page numbers that at a minimum include the sections shown in Table 1 Proposal Sections above. Although not required, any hardcopy proposal with tabs to separate and identify the different sections would be helpful.

4.2.3 Offer Form

The offeror shall submit an Offer Form (Provided in section 6.1) using the Offeror's official letterhead. The offer form shall be signed by an individual authorized to legally bind the offeror and shall contain the complete name and address of the offeror's firm, as well as the name, title or position, mailing address, e-mail address, telephone number, and facsimile number of the person the Judiciary should contact regarding the offeror's proposal. The offer form shall indicate whether the offeror is an individual, partnership, or corporation, and if the offeror is a partnership or corporation, the state of its formation or incorporation. If an offeror is a partnership formed under the laws of any other jurisdiction, it shall certify that it either has or will file with the office of the Hawaii Department of Commerce and Consumer Affairs the registration and annual statements required by H.R.S. §425-1 (Supp. 2000). If the offeror is a foreign corporation, it shall certify that it either has or will obtain from the Department of Commerce and Consumer Affairs a certificate of authority to transact business in Hawai'i, as required by H.R.S. §414-431 (Supp. 2000).

4.2.4 Notification of Any Potential Conflicts with State Code of Ethics

The offeror shall notify the Judiciary of any potential conflicts with the State Code of Ethics (H.R.S. Chapter 84) in the submission of this proposal. For example, an offeror should notify the Judiciary if it has an employee or officer whose spouse, child, parent, or sibling is a Judiciary employee. Additionally, an offeror who employs or is assisted by a former Judiciary employee should alert the Judiciary of that fact. Potential conflicts may require consultation with State ethics. If selected as the Contractor, the offeror shall be required to sign a Standards of Conduct Declaration.

4.2.5 Wage Certificate

The offeror shall submit the wage certificate provided in section 6.2.

4.2.6 Company Information

Offeror shall provide a brief description and history of their company and subcontractors, if any.

4.2.7 Prior Experience

The offeror shall substantiate their experience required in section 3.7.1, by providing a description of contracts worked on and the name and contact information of three (3) references to confirm the work experience.

4.2.8 Contract Team and Qualifications

The offeror shall list the individuals, including subcontractors who will participate on the contract team using the table format provided below. The "Company" column can be used to indicate the name of the offeror's company or a subcontractor. The offeror shall indicate in which contract role each individual will participate and whether the participation will be on-site, or off-site. The roles must correspond to the organizational chart provided in section 4.2.10 (a). If the individual worked on a contract referenced in section 4.2.7, the contract name can be provided.

Table 2. Contract Team Members

Name	Company	Role(s)	Experience (years)	On-site/Offsite or both	Previous Contract Experience

The offeror shall provide resumes for each individual assigned to the contract, which shall document, at a minimum: 1) educational history (including specific dates and names of educational institutions); 2) employment history (including specific dates, names, addresses, and telephone numbers of employers); 3) experience with specific contracts related to the scope of services defined in this RFP.

The Offeror certifies that the following is a complete list of all Contract Team members who will be engaged by the Offeror on the contract. The Offeror further understands that only those listed shall be allowed to perform work on this contract. Any changes to the contract team members shall follow the procedure provided in Section 3.14

There is a preference for an offeror that has multiple staff with the majority of skills within the offeror’s company that can support the contract and also act as backup in the event of a termination. Use of subcontractors will have a lower preference if the subcontractor provides primary support for a particular skill area. Multiple subcontractors for a specific skill set will offset concerns about terminations by subcontractors.

Any modification to this list, subsequent to the award of this contract must be approved by the OIC.

All individuals who will be working on-site through this contract or has access to confidential Judiciary information or computer systems will have a security and background check done by the Judiciary.

Provide the address and contact information for subcontractors provided in Sec 4.2.8.

Table 3. Subcontractor Contact Information

Sub Contr. Company Name	Address	Phone/Fax/Email	Roles/Responsibilities

A statement that the subcontractor is willing and able to perform the work indicated shall be executed by an individual authorized to legally bind the subcontractor and shall be included in this section. One such statement is required for each subcontractor that offeror intends to utilize.

The selected offeror shall not delegate any duties listed in this RFP or any associated duties to any subcontractor not listed in the offeror’s proposal unless the Judiciary has given its written approval. The Judiciary reserves the right to approve all proposed subcontractors in advance. The selected offeror will be the sole point of contact with regard to contractual

matters, including payment of any and all charges resulting from the contract, and will be responsible for all services, whether or not the selected offeror performs them or delegates them to their contractors.

4.2.9 Price Proposal

This section shall describe the costs required to provide the services under this RFP, including the cost of any hardware or software that will be required for the offerors approach. **The price proposal shall be a FIXED PRICE for the requirements requested.** The price proposal shall have four sections: 1) Personnel costs, 2) Travel Costs and 3) Additional Hardware/Software costs, and 4) Optional Costs. Prices shall include any applicable taxes, including Hawaii general excise or use taxes.

a) Personnel costs

Personnel costs will provide a short description of the cost, hours and hourly rate.

b) Travel Costs

The offeror shall include any travel cost assumptions if the offeror anticipates these costs to be passed onto the Judiciary separately in each SOW. The offeror shall include the estimated travel cost per week for one full-time equivalent (FTE). The Judiciary uses standard rates of \$60 per diem for meals and \$85 for lodging. Any costs above these standard rates for lodging and/or ground transportation are labeled as "Excess lodging or ground transportation".

c) Additional Hardware/Software Costs

The offeror shall include in a costing table any proposed software and hardware to be used by the offeror to perform the services required by this RFP and for which the costs would be passed along to the Judiciary. The list shall include a general description of how the item shall be used on the contract, the cost (unit price, quantity of units) and whether the purchase is mandatory or optional to perform the services.

d) Optional Costs

The offeror shall list any cost items that are available, but not essential to complete the services for the RFP. **Optional Costs will NOT be used for price evaluation.**

4.2.10 Contract Methodology

The offeror shall describe how their approach to providing the contract services. This would include:

a) A task list to accomplish the migration. As part of the list of tasks, the offeror shall provide an explanation of the use of any additional hardware or software tools to accomplish the migration. Also expected are the methods employed to show that all two (2) million documents are migrated completely and accurately.

b) A list of deliverables

- c) Any requirements for hardware and software from the Judiciary.
- d) Any assumptions or expectations of the Judiciary that the offeror has in regards to the current state of the FileNet CS system, the work to be done by the Judiciary, and other expectations such as the availability of Judiciary hardware and software.
- e) Any training, mentoring or knowledge transfer.
- f) Risk Management. The offeror highlight major risks associated with the contract. The Offeror shall describe the impact of these risks, the likelihood of the risks occurring, the offeror's approach and alternatives to mitigating each risk and/or impact, and the cost ramifications.
- g) Warranty Terms and Conditions. The offeror shall describe their warranty period, terms and conditions for deliverables. The minimum period is ninety (90) days from implementation.

4.2.11 Project Plan

In this section, the offeror shall set out its project plan for meeting the requirements of this RFP including the offeror's understanding of the Judiciary's role in the contract. At a minimum, the project plan shall:

- a) Provide a contract organizational chart indicating the type of personnel assigned to perform the work called for in this RFP.
- b) Describe the roles and responsibilities the offeror's personnel and how they will interact with Judiciary IT staff and the expected roles and responsibilities of the Judiciary IT staff.
- c) Describe the chain of command of offeror's personnel, and the individual designated to be responsible and accountable for completion of the work required by this RFP.
- d) List the expected events, duration, and dependencies.
- e) Provide the payment Schedule

4.2.12 Additional Materials

Offerors may submit additional materials including pre-printed marketing materials with their proposals. However, the offerors are advised that such brochures normally do not address the needs of the evaluation committee with respect to the technical evaluation process and the specific responses which have been requested of the offeror.

END OF SECTION FOUR

SECTION FIVE - EVALUATION OF PROPOSALS

5.1 OVERVIEW OF THE EVALUATION PROCESS

The Procedural Requirements governing RFPs and IFBs is provided as Attachment 2. The specific section for RFPs is Section PR11 Competitive Sealed Proposals. The process for evaluating this proposal has three potential phases. The first phase will involve the evaluation and ranking of all submitted proposals to determine a “priority list” of offerors. Depending on the number of offerors and the need for clarification there may be a second phase of discussions with priority offerors followed by a potential third phase where priority offerors are requested to submit a best and final offer. Upon submission of the best and file offers the Judiciary will conduct its final evaluation.

Offerors shall note that any award of a contract pursuant to this RFP will not be based on lowest price. The award, if any, will be made to the responsive and responsible offeror whose proposal is determined to be most advantageous to the Judiciary, based on the evaluation criteria tabulated in this section and described in Section 5. In addition, the Judiciary reserves the right not to award the contract should it be determined that none of the proposals can meet the requirements of the RFP, none of the offerors are responsible or responsive, contract negotiations fail to arrive at a mutually acceptable agreement, or any other reason.

5.2 PHASE 1: EVALUATION

5.2.1 Compliance Review and Background Checks

Initially, a core evaluation team consisting of Judiciary employees will review all timely written proposals for completeness, compliance with RFP instructions, and responsiveness to the RFP requirements. Proposals that are incomplete or non-responsive will be considered unacceptable and will not be evaluated further.

The evaluation team will review all acceptable written proposals. The team will also conduct reference checks and telephone interviews to assist in determining an offeror’s experience, qualifications, capability, financial strength and stability to perform a contract arising out of this proposal.

Evaluation criteria for this phase shall be as follows:

Criteria	Section	Proposal Section	Pts
Company Information	4.2.6	6	50
Contract Team and Qualifications	4.2.8	8	250
Price Proposal	4.2.9	9	
Personnel Costs	4.2.9 a)	9 a)	50
Travel Costs	4.2.9 b)	9 b)	50
Additional Hardware/Software Costs	4.2.9 c)	9 c)	50
Contract Methodology	4.2.10	10	50

Project Plan	4.2.11	11	150
Total			650

5.3 PHASE 2: DISCUSSIONS WITH OFFERORS

If needed, the evaluation team may create a priority list of offerors based on their evaluation scores. The evaluation team may hold discussions with the priority-listed offerors and thereafter may invite them to submit their best and final offers before conducting a final evaluation. These discussions are intended to:

- Seek answers to any questions the evaluation team has regarding an offeror’s written proposal and any perceived deficiencies, ambiguities, or weaknesses in the offeror’s proposal;
- Explore and clarify issues related to task responsibilities, timing, staffing, etc., and
- Identify contractual issues that must be negotiated.

The core evaluation team will not indicate to an offeror a price that it must meet in order to obtain further consideration, nor will it advise an offeror of its price standing relative to another offeror. However, the team may inform an offeror that its price is considered to be too high or too low to be realistic. The core evaluation team will attempt to disclose all deficiencies noted in the proposal. These deficiencies may include:

- Proposed personnel considered to be unqualified;
- Unrealistically low or high pricing;
- Unrealistically low or high estimated efforts; and
- Questionable technical or management approaches.

The intent of the discussion is not to initiate a price or service auction, but rather to give the offeror the opportunity to clarify and/or correct proposal deficiencies.

The core evaluation team shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose and those attending. Priority-listed offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals.

5.4 PHASE 3: BEST AND FINAL OFFER

If discussions with the priority-listed offerors reveal a need for a 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. These offerors

shall be permitted to submit new written proposals in response to the RFP, as amended, that reflect their “best and final offers” or to amend their previously submitted written proposals.

If best and final offers are solicited by the Judiciary, the core evaluation team shall establish a date and time for offerors to submit their offers. The content and format of the best and final offer shall be identical to the proposal content and format specified in the RFP. The offerors shall highlight the terms of their best and final offers which vary from their original offer.

If an offeror does not submit a withdrawal or an amendment to its initial proposal, or does not submit a best and final offer, the offeror’s initial written offer shall be considered its best and final offer. After the best and final offers are received, final evaluations will be conducted.

The best and final offers shall be reviewed by the evaluation team, using scoring criteria listed above. For final evaluation purposes, the offeror’s price shall be determined by totaling the offeror’s price, both direct and indirect and one-time and annual (over a seven-year period), to enable the Judiciary to complete the integration of all case types.

END OF SECTION FIVE

SECTION SIX - OFFER FORM

6.1 OFFER FORM

**Request for Proposals No. J16315
To Provide Services to Migrate an IBM Filenet CS System to a Filenet P8 System for
The Judiciary, State of Hawaii**

Offeror: _____

Honolulu, Hawaii

_____, 2016

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 hereby proposes to Competitive sealed proposals **To Provide Computer Infrastructure Consulting and Support Services to The Judiciary, State of Hawaii**

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

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Business address:

City, State, Zip Code

Payment address:

City, State, Zip Code

Respectfully submitted,

Date:

(x) _____

Phone No.:

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.

6.2 WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J16315

Contract Description: To Provide Computer Infrastructure Consulting and Support Services to The Judiciary, State of Hawaii

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.
2. 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.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds if applicable, or both shall not be made unless the procurement officer 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 wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

6.3 WRITTEN PROPOSAL

In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - PROPOSAL REQUIREMENTS, provide the requested information and written proposal as to how you will meet the requirements of this RFP.

The offeror shall complete the tables provided in section 4

(Note: Please refer to Section 3.4.1 of the Procedural Requirements attachment regarding confidential data.)

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

6.4 CONTRACT TEAM

The Offeror certifies that the staff and subcontractors listed in Section 4.2.8 Contract Team and Qualifications is a complete list of all members of the Contract Team who will be engaged by the Offeror on the contract to perform the nature and scope of work indicated. The Offeror further understands that only those listed shall be allowed to perform work on this contract.

6.5 PRICE QUOTE

The offeror shall include all applicable costs and taxes including the Hawaii General Excise Tax, if applicable in their price quote for Section 4.2.9 Price Proposal.

6.6 CONTRACTOR STAFF SECURITY FORM

All individuals who will be working on-site through this contract shall have a security and background check done by the Judiciary. The following form shall be required to be filled out by contractor and subcontractor staff at the time of award.

Contractor Staff Security Form

Your Full Name _____

Social Security Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Employer _____

Employer Business Address _____

Business Telephone Number _____

Business Fax Number _____

Residential Address - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Residential Telephone Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Date of Birth - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

END OF SECTION SIX

SECTION SEVEN - Abbreviations and Acronyms

CL Contract Lead
CSSF Computer Systems Special fund
CTM Contractor Team Member
DAGS Department of Accounting and General Services
DAGS-ICSD Department of Accounting and General Service - Information and Communication Services Division
ITCD Information Technology and Communications Division
ITSD Judiciary Information Technology and Systems Department
JIMS Judiciary Information Management System
NGN Next Generation Network
OIC Judiciary Officer in Charge
RFP Request for Proposal
SME Subject Matter Experts
SOW Statements of Work

END OF SECTION SEVEN

SECTION EIGHT - ATTACHMENTS

Attachments will be available on the Judiciary web pages for [solicitations](#) along with the solicitation package for this RFP.

- Attachment 1) [GENERAL CONDITIONS - February 2001](#)
- Attachment 2) [PROCEDURAL REQUIREMENTS - May 2003](#)
- Attachment 3) [HAWAII COMPLIANCE EXPRESS](#)
- Attachment 4) [PUBLICATION 1, INFORMATION ON HAWAII STATE TAXES - 2009](#)
- Attachment 5) [TAX CLEARANCE APPLICATION - 2010](#)
- Attachment 6) CONTRACT ADDENDUM FOR SECURITY OF PERSONAL INFORMATION

END OF SECTION EIGHT