

**THE JUDICIARY, STATE OF HAWAII  
REQUEST FOR PROPOSALS  
NO. J23014**

**To Provide Computer Infrastructure  
Consulting and Support Services to  
The Judiciary, State of Hawaii**

May 3, 2022

**NOTICE TO OFFERORS THROUGH THE  
STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO)**

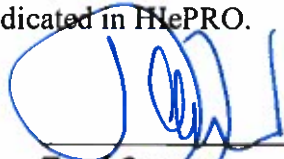
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**REQUEST FOR PROPOSALS NO. J23014  
TO PROVIDE COMPUTER INFRASTRUCTURE CONSULTING AND SUPPORT SERVICES TO  
THE JUDICIARY, STATE OF HAWAII**

Competitive Sealed Proposals to **Provide Computer Infrastructure Consulting and Support Services to The Judiciary, State of Hawaii**, will be received electronically only THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO) at <https://hiepro.ehawaii.gov/welcome.html> and will be opened at the date and time indicated in HiePRO.

Proposals (using the format provided in Section 4.2 "Proposal Contents" and using the offer forms provided in section 6) received after the date and time specified in HiePRO or at a location other than the HiePRO website indicated above will not be considered. All proposals must be made on forms obtainable from the above HiePRO website and must be in accordance with the accompanying instructions. **All proposals and Proposal Forms shall be submitted through HiePRO with total bid price.**

Inquiries or questions concerning any requirement of this RFP, shall be submitted in HiePRO by the date indicated in HiePRO and the Significant Dates Section 1.2. Responses will be issued through HiePRO by the date indicated in HiePRO.

  
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Terri Gearon  
Financial Services Director

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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 Computer Infrastructure Support and Technical Consulting Services. The contract for these services will be available to all Judiciary programs and will be managed by the Judiciary's Information Technology and Systems Department (ITSD). The Judiciary's computer hardware, software, and underlying network are the target of this RFP. For the purpose of this document the term "Infrastructure" is used to denote the Judiciary's computer hardware, network and associated off-the-shelf software. The "Contractor" is used to denote the selected Offeror.

Whenever the terms "must," "shall," "will" or "is required" are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. Failure to address or meet any mandatory requirement in a Proposal by the Vendor may be cause for the Judiciary's rejection of the Contractor's Proposal. Whenever the terms "can," "may," or "should" are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory requirement. Accordingly, a Contractor's failure to address or provide any items so referred to will not be the cause for rejection of the Proposal, but will likely result in a less favorable evaluation.

ITSD is a Judiciary administrative department responsible for meeting the Information Technology (IT) needs of the Hawaii State Judiciary. The Judiciary provides a statewide court system for the islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai with multiple buildings on all islands. There are twenty-three (23) locations, fourteen (14) on Oahu, five (5) on Maui, six (6) on the Big Island, two (2) on Kauai, two (2) on Molokai, and one (1) on Lanai. There are two future locations in the design and build phase: a new courthouse in Wahiawa (Oahu), and a new family court office in Honolulu (Oahu). The Judiciary's administrative departments: Administrative Directors Office, Human Resources, Policy and Planning (Budget), Financial Services, Intergovernment/Community Relations, ITSD, the Supreme Court and Intermediate Court of Appeals are located on Oahu. The Judiciary has four (4) circuits: 1<sup>st</sup> Circuit, 2<sup>nd</sup> Circuit, 3<sup>rd</sup> Circuit, and 5<sup>th</sup> Circuit, corresponding to the four counties: Honolulu, Maui, Hawaii, and Kauai. Honolulu County is on Oahu. Maui county has 3 islands: Maui, Molokai, and Lanai. Hawaii county is on Hawaii Island also known as the big island. Kauai county is on the island of Kauai. There is no longer a 4<sup>th</sup> circuit, which was originally on Hawaii Island, but merged with the 3<sup>rd</sup> Circuit on Hawaii Island. The 2<sup>nd</sup>, 3<sup>rd</sup> and 5<sup>th</sup> circuits are referred to as the "neighbor islands".

Judiciary has approximately 1,900 staff, with the majority of staff, approximately 1,400 staff located on Oahu, 200 staff in the 2<sup>nd</sup> circuit, 250 staff in the 3<sup>rd</sup> circuit and 100 staff in the 5<sup>th</sup> circuit. Oahu has 1,100 staff in 1<sup>st</sup> circuit, 100 staff in the Courts of Appeal, and 200 staff in the administrative departments. More information on the Hawaii State Judiciary can be found on its web site at <http://www.courts.state.hi.us> and in Attachment 5 – Judiciary Court Organization and Case Management Systems.

The Contractor must be aware that the Judiciary has and continues to integrate computer technology into its court operations. Interruption of this computer technology can negatively impact the Judiciary's ability to provide service and to conduct the many thousands of hearings

that it is responsible for annually. The work done by the Judiciary IT staff and Contractor on the Judiciary's Infrastructure is in many areas mission critical with an impact to the Judiciary and its external partners' performance. The external government partners are the four counties prosecutors and police departments, the State's Attorney General, and the State's Office of the Public Defender. The Judiciary also works with the Hawaii State Bar Association in support of its attorney members who electronically file with the courts.

ITSD has approximately 50 IT staff and is located on Oahu in the 1<sup>st</sup> Circuit Honolulu District Court Building, Kauikeaouli Hale, located at 1111 Alakea Street, Honolulu, HI 96813. As a separate branch of government the Judiciary provides primary support for its information technology. Where feasible and cost effective, ITSD utilizes services provided by the Office of Enterprise Technology Services (ETS) the State's Executive Branch IT group. These services include the State's NGN network, Internet Service Providers, and primary firewall. The Judiciary's four (4) circuits: 1<sup>st</sup> Circuit, 2<sup>nd</sup> Circuit, 3<sup>rd</sup> Circuit, and 5<sup>th</sup> Circuit, located on Oahu, Maui, Hawaii Island and Kauai, respectively also have independent IT groups to provide local on-site support. ITSD works closely with the circuit IT staff to provide centralized Infrastructure, services, policies and standards, and will coordinate any circuit specific work with the Contractor. ITSD specifically services end-user devices for the administrative departments and the courts of appeal, and services staff in the Honolulu District Court due to their location in the building

ITSD also provides support for Statewide applications. The primary application is called the Judiciary Information Management System (JIMS). The Contractor is the primary infrastructure support for JIMS. Primary support for the development and enhancement of these applications is provided by Application Developer Contractors. The Contractor must work with and support all Application Developer Contractors, but is focused on the JIMS Application Developer Contractor, Capgemini. Capgemini's contract ends in 2022. The Infrastructure Contractor support includes maintenance and upgrade, tuning and troubleshooting of critical application infrastructure, provisioning of development, test, and production instances, and loading application updates to production instances. ITSD provides production support for Statewide application systems and some development work for some Non-JIMS applications

With the 15 year migration to the Judiciary Information Management System (JIMS), a centralized case management system with electronic documents and electronic filing for court operations, almost complete, there is now a significant need for improvements to the Judiciary's disaster recovery capability. In the mid-2000s, the Judiciary invested in data center technology to support the critical applications infrastructure, including the mainframe for legacy case management and the new JIMS infrastructure. This investment included fire suppression, UPS, standalone A.C. units and a generator. The data center has had multiple instances of utility power loss where the data center was able to continue to operate and provide critical computer services to the Judiciary Statewide. The Judiciary has not had a major disaster however, the State of Hawaii is susceptible to hurricanes, earthquakes, tsunamis and although the data center has a fire suppression system, the system is obsolete, and the generator has fuel for 48 hours. Prior to JIMS with the courts using paper filings and documents, the courts would be able to continue to operate if there were a major disaster. With the migration to JIMS and with mandated electronic filings and electronic documents a major disaster that impacts the data center could now significantly impact court operations statewide, as well as all partner agencies and the public who rely on JIMS. Also, with the geography of the circuits, a localized disaster at

a circuit or circuits could impact their court operations and external users if they cannot access their electronic documents and efile located in the data center on Oahu.

For this request for proposal, there is an expectation that the Contractor shall provide specific infrastructure services for JIMS, general consulting services for all other common infrastructure, but also consulting services to improve the Judiciary's disaster recovery capability. The Judiciary does not operate during emergencies, and the Chief Justice closes courts and extends filing deadlines prior to potential emergency events such as hurricanes, and then during and for a limited time after an emergency ends for those circuits impacted by the emergency. However, there would be a requirement for the courts to process cases resulting from the emergency, and to continue normal services as the community in the affected circuits return to a normal situation. Because of the geography of the State of Hawaii, there are disaster scenarios where the central data center on Oahu could be impacted, impacting the smaller neighbor island circuits, and vice versa where a smaller neighbor island circuit or circuits are impacted.

The Judiciary cannot afford to build an active mirror data center, and one would not be cost effective to maintain. Instead the Contractor is expected to recommend, design and implement cost effective disaster recovery based on business needs and factoring in other options. Other business options are: JIMS combined with video conferencing and recording, now allows court to be held virtually and not limited to the fixed Judiciary locations. Telework options for staff introduced during COVID-19 also allows Judiciary staff to work from anywhere and support all court actions, excluding Jury trials.

## **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. Site inspections are welcomed from 5/20/2022 to 6/3/2022. Please make arrangements with the Officer-In-Charge (OIC)

The contract key dates are as follows:

Event	Date	Time	Days	Mons	Duration	Day
Advertisement	5/3/2022		0	0	0	Tue
Pre-Proposal Conference (Optional)	5/20/2022	10:00 AM	17	1	17	Fri
Pre-Arranged Site Inspections -Begin	5/20/2022		17	1	0	Fri
Pre-Arranged Site Inspections - End	6/3/2022		31	1	14	Fri
Deadline for Questions	6/3/2022		31	1	0	Fri
Response to Written Questions	6/17/2022	4:00 PM	45	2	14	Fri
<b>PROPOSALS DUE</b>	7/29/2022	4:00 PM	87	3	42	Fri
Discussions with priority offerors as needed	8/12/2022		101	3	14	Fri
BAFO as needed	9/2/2022		122	4	21	Fri
Tentative Notice of Award	9/16/2022		136	5	14	Fri
Tentative Notice to Proceed	9/30/2022		150	5	14	Fri

**END OF SECTION ONE**

## SECTION TWO - SPECIFICATIONS

### 2.1 GENERAL INFORMATION

ITSD consist of two infrastructure divisions and one applications division. Infrastructure Division 1 (Infra 1) is responsible for the data center, monitoring, tier 1 help desk support and coordinating security across all divisions. Infra 1 has staff that provide 24 x 5 support for the data center from 7 am Monday to 7 am Saturday. The data center is not staffed from Saturday 7 am to Monday 7 am. The advertised maintenance window is Sunday morning until noon. Infrastructure Division 2 (Infra 2) is responsible for servers, storage, tape backup, desktop end-points, network, telephone and video communications. The Applications Division is responsible for Commercial-Off-The-Shelf (COTS) applications and custom developed applications. Both Infra 1 and Infra 2 provide tier 1 help desk support to Judiciary end users. Infra 1 and Infra 2 are able to provide higher levels of technical support, planning and design at the tier 2 level, however Contractor Infrastructure consulting and support are needed for higher level planning and design, specifically in the JIMS infrastructure area and shared infrastructure that impacts JIMS.

For the past 15 years, the JIMS infrastructure has been supported by the infrastructure Contractor and has resulted in different Infrastructure technologies from other areas of ITSD and some duplication of costs. The JIMS infrastructure has steadily grown in complexity over the 15 years with the migration of mainframe case management systems to JIMS. In parallel, the workload on the mainframe has steadily decreased and ITSD staff supporting the mainframe will be shifted from mainframe services, when it is shut down on 5/30/22. In prior years, ITSD has also moved from Novell Netware to Microsoft AD with Hyper-V, Lotus Notes to Outlook and there has been efforts to standardize and consolidate Infrastructure, but the Contractor must always be aware that legacy Infrastructure and legacy practices exist and must always be examined by the Contractor if questionable. Knowledge and support of the network, phone services, Active Directory servers, and SAN and other shared infrastructure by ITSD staff is at an acceptable-level, however expert review and recommendations are needed from the Infrastructure Contractor, especially in the area of security to move the Judiciary onto up-to-date Infrastructure with best practices. There is no ITSD staff support for the Oracle Database and DBA services for JIMS and the Contractor is relied on solely for DBA support. The Oracle Enterprise Linux with OVM and associated systems administration (SA) work used for JIMS servers and FileNet and Kofax are also currently outside of the skills area of ITSD staff and currently the purview of the Infrastructure Contractor. This division of work could shift over the life of this contract, but at bare minimum ITSD staff, must have to have an understanding of the Infrastructure, track and understand changes, authorize payment of invoices, and ensure that the Infrastructure is documented. In the event of a problem with the contract such as loss of funding or in the event of a disaster, ITSD staff need to be able to keep the infrastructure running. That is not currently the situation, but the goal over the lifetime of the contract would be to shift lower level work to ITSD staff that allows ITSD to keep systems running, while relying on the Contractor to recommend, plan and execute enhancements such as improved Disaster Recovery and to improve services, reliability and reduce costs. Some ability to shift workload to ITSD staff is made possible by the planned shutdown of mainframe on 5/30/22, however shifting work and duties is expected to be a gradual process. The ITSD staff must be engaged with the vendors

work to allow them to approve invoices for services performed. Similarly, the Contractor must be aware of the ITSD work and Infrastructure to avoid duplication of services or Infrastructure.

The largest and most business critical application is the Judiciary Information Management System (JIMS). JIMS was started in 1999 with the goal of integrating and standardizing multiple legacy custom case management systems from a variety of platforms 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, land and tax court, family court adult, family court juvenile, and probation. The first of seven (7) of these case types and converted data from the original legacy case management systems have been migrated to JIMS. Family court adult will be migrated in 2022. Family court juvenile, and probation cases remain to be worked on. Financial accounting was added for the traffic case type and courts of appeal, but, no other accounting modules were added to migrated case types. The financial accounting for the remaining case types is handled by the legacy Trust Accounting System. A single General Ledger (GL) was created with Oracle E-Business suite and financial data from JIMS and Trust Accounting are transferred to this GL for financial reporting. Due to the age of the technology associated with this Trust Accounting it will need replacement during this contract. A Jury System, eBench Warrant System, pilot eCitation system, and Attorney Bar Application module have also been integrated with JIMS. There are numerous other interfaces that send data to external partners, such as the Municipal Services Bureau (MSB) collection agency for traffic fines and the Hawaii Criminal Justice Data Center (HCJDC) that collects all criminal data for the State of Hawaii. However, more interfaces have been requested. Public facing web portals for payment are managed by the National Information Consortium (NIC)/Tyler Technologies.

JIMS was originally developed from a COTS product that has an Oracle database with Oracle Forms for the traffic case type and integrated to a FileNet with Kofax for document management system. After disagreements with the COTS vendor, the Judiciary acquired the right to continue to develop JIMS independently. Since that time, JIMS has been enhanced with JAVA and web based technology since 2012, but the original Oracle forms technology remains for the traffic case type. The family court adult case type will be implemented in JIMS on 4/25/22 and the mainframe that has scaled back to run the family court adult case type only will then be shut down on 5/30/22.

The JIMS traffic case type uses Oracle forms technology. The family court juvenile case type (JUSTIS) resides on an AS400 partition on a Power 9 Server, and a probation system (Case Load Explorer) is on an MS-SQL platform. The JIMS Timeline is available in Attachment 5 and Attachment 6 that provides select pages from the annual briefing on JIMS to the legislature.

In addition to the JIMS case management systems, the Judiciary has administrative systems for Human Resources (HR), Fiscal (4Gov accounting and Trust Accounting), and miscellaneous services. HR uses PeopleSoft. Fiscal uses 4Gov, and Trust Accounting a legacy ITSD application that is maintained by ITSD staff. Miscellaneous small applications utilize MS SQL server and MS access databases. The Judiciary also has various office automation Infrastructure including Active Directory Microsoft file servers, Microsoft Office, WordPerfect, Outlook email, video conferencing and VOIP. There is also an instance of Lotus Notes for an Electronic Leave System.

The IBM Power9 with an AS400 partition for JUSTIS, and a AIX partition for Trust Accounting, servers for Active Directory, PeopleSoft, Case Load Explorer, other miscellaneous servers, telephone servers including Cisco Call Manager, and all JIMS servers are located in the Judiciary's data center located with ITSD on Oahu in the Honolulu District Court Building, Kauikeaouli Hale, located at 1111 Alakea Street, Honolulu, HI 96813. The data center is a tier III facility with its own air conditioning, uninterruptible power supply, fire suppression system and generator all purchased in a renovation 10 to 15 years ago. The data center is in reasonable condition, however the fire suppression system is obsolete, years of equipment changes have required multiple grooming projects to clean cabling, and with the removal of the mainframe and consolidation of Infrastructure, there is a need for redesign in the lifetime of this contract in concert with disaster recovery planning. The data center also houses the primary SAN, core network infrastructure as well as the fabric switch, firewall, VPN concentrator, and load balancer. A secondary SAN is located in the Kapolei building. The Judiciary has its own fiber network to its main buildings in the downtown area, and utilizes Hawaiian Telephone MPLS circuits for 16 smaller sites, and relies on the NGN State network from ETS for network services to larger buildings on Oahu and the neighbor islands. Attachment 5 provides a list of sites as well as page 22. ETS also provides Internet service via its contracted ISPs.

The remainder of the Judiciary's Infrastructure is networking hardware (approximately 350 switches and 50 routers), and a smaller number of Active directory servers distributed throughout the Judiciary's 30 buildings statewide. Approximately 2,400 Windows PC and laptops with associated printers, scanners, are distributed across the Judiciary's 30 locations listed on page 22 for the end-users. ITSD runs a help desk and in cooperation with the circuits, IT staff supports the Judiciary's end users during normal business hours. Ivanti is used for PC management, software deployment, including patching, and inventory. Trend Micro Apex 1 is used for malware and Brightcloud on the firewall for threat intelligence. Nessus is run on a periodic basis to look for systems that need patching and alerts from MS-ISAC are distributed for review and remediation. Splunk is used to capture firewall logs and Viavi used to analyze network traffic performance. The Honolulu data center also provides 24x5 monitoring support for systems located in the data center. Solarwinds and Oracle Enterprise Manager are used for automated monitoring, notification, and inventory.

## **2.2 GENERAL REQUIREMENTS**

- 2.2.1 The Judiciary shall appoint a primary Officer-in-Charge (OIC) who can delegate to Judiciary subject expert designees. 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 contractor subject experts. The CL shall work with and take direction from the OIC. The Judiciary may have Judiciary Staff assigned to assist and shadow the Contractor staff as needed with the general goal of having Judiciary IT staff understand the work to authorize invoice payment, and with the potential to run and support the Infrastructure. Alternatively, ITSD may take the lead on projects and call upon the Contractor for technical assistance, but will keep also keep the Contractor informed so that the Infrastructure can maintain an understanding of all Infrastructure. Where business input is needed, the OIC shall recruit Judiciary Subject Matter Experts (SME) for user teams to ensure that there are clear requirements for the Contractor to work to. The CL can request that the OIC recruit SMEs as needed, including ITSD staff. It is important that the Contractor shall maintain awareness of all existing Judiciary Infrastructure, and the Contractor shall work so as not to duplicate like technologies, but where appropriate shall recommend replacement of existing Infrastructure with more cost effective and/or more comprehensive Infrastructure.
- 2.2.2 The CL shall work with the OIC to develop STATEMENTS OF WORK (SOWs) to provide the Infrastructure Consulting and Support services. These services may be limited to specific critical service areas at the start of this contract as the Contractor transitions-in and other Infrastructure contracts are phased out. The value and duration of each SOW will also be limited by the availability of funds. The Judiciary works on a July to June fiscal year and SOWs are aligned to the fiscal year. ITSD has fixed General Fund and Computer Systems Special fund (CSSF) allotments per fiscal year. Contract encumbrances made in a fiscal year can carry over to the following fiscal year, but the total encumbrances cannot exceed the fiscal year allotments. SOWs are normally time and material based and invoiced on a monthly schedule, but can be deliverable based where appropriate. The Contractor would manage the balances on the SOW as the fiscal year progresses, to not exceed the annual totals allotted to SOWs. However, as mutually agreed upon the OIC and Contractor, the SOWs can be adjusted with change orders to modify scope or cost.
- 2.2.3 The Contractor shall develop SOWs at their cost. SOWs will follow the general service areas of: 1) Planning; 2) System Administration; 3) Network Administration; and 4) Database Administration with each of these areas broken down into 1) Production Support, 2) Maintenance, and 3) Projects. Production Support that keeps critical infrastructure for court operations up and running, is the top priority, followed by maintenance and projects. Production Support is day-to-day monitoring, troubleshooting, emergency support, and deployment of applications to production environments. Maintenance comprises upgrades and updates to Infrastructure. Projects are the addition or changes to Infrastructure or any activity with significant risk requiring rigorous project management. All of these general service areas shall be included in Judiciary planning activities.

- 2.2.4 As part of the general service areas, the Contractor shall provide consulting services performing assessments of the Infrastructure and recommending direction and action, providing cost analysis and justifications. The Contractor shall be expected to evaluate Infrastructure performance and recommend enhancements to improve performance and reduce cost.
- 2.2.5 The Contractor shall provide planning to develop a maintainable long-term Infrastructure solution for the Judiciary that optimizes the use of available funds and staff. All plans shall be in written form and shall include findings, conclusions, alternatives, and cost projections and benefits. All major steps of the plan shall be approved by the OIC.
- 2.2.6 The Contractor must display a high degree of discipline. All work must follow appropriate project management standards and be documented. Documentation must be detailed and must satisfy the OIC. Project plans and schedules shall require approval from the OIC
- 2.2.7 The Contractor shall execute Projects tasks in coordination with Judiciary IT staff and with their involvement as needed. Typical project tasks include: planning, requirements definition, design, build, test, implementation, documentation, and training. The Contractor shall test all deliverables prior to delivery. Judiciary IT staff will test deliverables and report any defects. General time periods will be ten (10) business days for Judiciary IT staff to test and five (5) business days for the Contractor to cure defects. Changes to these time periods will be mutually agreed upon by the OIC and Contractor.
- 2.2.8 The Contractor shall provide written and verbal status reports to the OIC in a format agreed upon with the OIC. Typically, the reports are provided monthly and align to the invoices, providing usage of SOW funds and balances. The reports should also provide the status of production support, maintenance and projects in that priority. The production support and uptime of services and more specifically the uptime of JIMS shall always be the top priority of the Contractor. The Contractor shall collect metrics and include the relevant ones in the report to measure the health of the Infrastructure. The Contractor shall provide post-mortem reports for any Infrastructure problems, providing correction and remediation to eliminate or reduce future problems where possible.
- 2.2.9 The Contractor shall be expected to assist the Judiciary with setting up any operational processes associated with Infrastructure. This may include monitoring and maintenance processes. As needed the Contractor shall recommend hardware and applications or develop applications or scripts to help effectively and efficiently manage any operational processes.
- 2.2.10 The Contractor shall be expected to perform knowledge transfer sessions and training to Judiciary IT staff to ensure that they will be able to independently run and support the Infrastructure where appropriate. Written documentation will be required as part of the knowledge transfer session and training.

2.2.11 Other vendors also provide technical support services to the Judiciary and the awarded Contractor of this RFP shall be aware that some of the services under this RFP may also be in support of and/or may need to be closely coordinated with other contractors. Specifically, JIMS has a contractor for software development and the Contractor needs closely coordinate activities with the software development contractor. The Oracle EBS, Filenet/Kofax, Jury, tape backup all have separate vendors.

2.2.12 The Contractor shall be available for maintenance and emergency service twenty-four (24) hours a day, three hundred sixty-five days (365) days a year. Judiciary IT staff are available during normal business hours Monday to Friday (see section 2.2.14), except for State and Federal holidays. A limited number of Judiciary staff are available after hours to monitor systems and provide tier 1 troubleshooting, however there are no ITSD staff monitoring from 7 am Saturday to 7 am Monday. Upon discussion and approval by the OIC, Judiciary IT staff are also available to be work overtime after normal work hours and can be called back to work during unexpected outages. The maintenance window is 12:00 am to 12 noon on Sundays and the contractor shall use this window when the Infrastructure work impact production services.

Where a SOW is deliverable based, the Contractor shall only submit invoices for complete deliverables that have been approved by the OIC. The Contractor shall not submit invoices for partial deliverables. A SOW may consist of multiple deliverables. Where the SOW is time and material based, the Contractor shall submit invoices indicating the major task accomplished and the hours expended on a monthly basis. The OIC or designee will be responsible for approving invoices. All Contractor invoices shall provide explanation of the work done, ideally tied to tickets that record actions and hours spent.

#### 2.2.13 Contractor Personnel

- a) As part of the proposal, the Contractor shall provide a complete and comprehensive list of staff that will be supporting this Contract. If a member of the Contractor Team is replaced, the procedure in section 3.14 shall be followed.
- b) The Contract Lead (CL) will be responsible in ensuring that the correct Contractor Team members are available for specific SOWs. The CL shall work with the OIC to create a communication plan to ensure that the appropriate Judiciary IT staff are aware of activities and can participate and provide input to these activities. Typically, there are weekly meetings: 1) to share all planned Infrastructure changes for notification purposes and to avoid conflicts with other ITSD activities, 2) with the JIMS software developer to discuss support needs, 3) with the infrastructure teams to discuss ongoing projects and activities and new support needs.

- c) There is a preference for a Contractor that has redundancy in their team. There is a preference for Contractor that has multiple staff with the majority of skills within the Contractor'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, unless the Contractor has staff with like skills as backup. Multiple subcontractors for a specific skill set will offset concerns about terminations by subcontractors. There is a preference for a Contractor that can provide support from 7 am Saturday to 7 am Monday. There is an additional preference for staff on Oahu to have hands-on ability with the Infrastructure, where remote servicing is not practical.
- d) The Contractor shall be skilled in both verbal and written communication in English.
- e) Contractor shall be required to adhere to the Judiciary Contract Addendum for Security of Personal Information provided in Attachment 7 and all Contractor personnel shall be subject to a criminal history background check. Personnel not passing the criminal history background check will not be allowed to work under this contract. Staff using remote access to provide support and services shall also pass criminal background checks. If the Contractor staff are not located in the United States of America, the Contractor shall be responsible for performing criminal background checks for these staff in the countries, and the Contractor shall be liable for any errors or malicious acts with Judiciary data that results in the loss or exposure of confidential data.
- f) The Judiciary reserves the right to request the removal of any Contractor Team member. The Contractor shall immediately replace that team member with another team member of equal or greater specific expertise, with the approval of the OIC.
- g) Subcontractors: If any parts of the work or services offered in response to this RFP are to be subcontracted or performed by a subcontractor for the Offeror, the subcontractor's qualifications and personnel information shall be included in the Offeror's proposal. The Offeror shall be held responsible for the quality of services provided by the subcontractor as detailed in Section 3.4.5. Subcontractors shall also be subject to criminal history background checks if they work directly with Judiciary Infrastructure or information.

If the Contractor expects to fulfill the SOW requirements with subcontractor staff, the Contractor shall need to ensure that the work is coordinated and communicated through the OIC.

#### 2.2.14 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 normal business hours unless specifically agreed upon by both the Contractor and the OIC. The departure from normal business hours occurs when there is a need to work outside of normal business hours to avoid disruption to court operations. The Contractor shall be expected to work closely with Judiciary staff and other Judiciary contractors. The Judiciary also has one to two staff monitoring the data center from 4:30 pm to 7:00 am HST Monday to Saturday who perform operational activities, tier 1 troubleshooting and reports more complex problems. The Offeror should be aware that the Judiciary has 24x7 on-line services for case information look-up and efilings. These on-line services, eCourt Kokua, and JEFS for efilings can be found on the [Judiciary's Web page](#). The most critical on-line service is efilings which takes place from as early as 5:30 am Monday through Friday, but with expectations of customers to file anytime, except during the Sunday maintenance window. The Juvenile Detention Center at Kapolei is a 24x7 facility.

#### 2.2.15 Work Outside of Business Hours

Some of the work under this RFP shall have to be performed outside of normal business hours. Typically work done outside of normal business hours is performed in the Sunday maintenance window where possible to minimize impact to the court operations. In performing such work the Contractor shall be aware of and appropriately accommodate any 24x7 services such as efilings. Such work shall be coordinated with OIC and via standard meetings communicated to ITSD staff to avoid impacting any critical services.

#### 2.2.16 Response Times

The Contractor shall provide a means to allow the Judiciary to notify the Contractor, especially during emergencies. The Contractor shall provide the Judiciary a single toll free telephone number for obtaining maintenance service and shall respond to service calls twenty-four (24) hours a day, three hundred sixty-five days (365) days a year. Judiciary staff are not at work from 7 am Saturday to 7 am Monday and support from the Contractor in this window is expected to fill this gap in coverage.

- a) Emergencies  
The Contractor shall respond to emergencies during and outside of normal business hours. The Contractor shall respond to an initial emergency notification within thirty (30) minutes of the call. ITSD staff may work with the Contractor to resolve the event over the phone, via remote access or on-site. The response could be directing ITSD staff to resolve problems or up to direct action by the Contractor or sub-contractor.

An emergency is an event in which a critical service is interrupted or is significantly impaired. These emergencies may occur during normal business hours or outside of business hours. The Contractor shall work continuously until the emergency is resolved and service is satisfactorily resumed. The most critical services are related to the JIMS case management systems as they relate to court operations.

- b) Non-emergencies  
The Contractor shall respond to normal calls within four (4) hours of the call.

#### 2.2.17 Statements of Work

- a) This RFP shall be based on the use of individual, fixed-cost Statements of Work (SOW) to address each individual consulting or support effort to be provided by the Contractor. Any work to be performed and invoiced under this RFP shall be governed by a mutually agreed upon fixed price Statement of Work (SOW). The Contractor shall work with the Judiciary team to define statements of work by reviewing, validating and refining existing high level requirements. Adjustments can be made to an SOW through change orders mutually agreed upon by the OIC and Contractor. During the course of the contract, additional SOWs may be requested to address specific tasks or additional services.
- b) The cost for developing each SOW shall be borne by the Contractor. Depending on the nature of the work, the Contractor shall recommend either a time and material SOW or a deliverable based SOW. The decision on the type of SOW shall be the decision of the OIC. For deliverable-based SOWs, each deliverable shall have an associated cost. SOW plans, schedules and deliverables shall require approval from the OIC. If the cost of the SOW or a deliverable is an issue, the OIC shall have the option of removing deliverables or working with the Contractor to modify the deliverables and SOW such that the scope and cost is acceptable to the Judiciary.
- c) The Contractor shall oversee the planning and execution of each SOW and shall provide appropriate reporting.
- d) The Contractor shall maintain all documents, any script code, and track issues and resolutions all within Judiciary knowledge databases: JIRA, Confluence and Jama.

- e) The Judiciary shall review and approve SOW deliverables within a ten (10) day period. Any defect in a deliverable found by the Judiciary shall be corrected by the Contractor within five (5) days at no additional cost to the Judiciary. The Judiciary shall have five (5) days to review the correction. The process will be repeated by the Contractor and Judiciary until the deliverable meets the Judiciary's needs. Where necessary, the Judiciary and the Contractor may mutually agree to modify the standard acceptance procedure.
- f) For Time and Material SOWs, the Contractor will provide monthly invoices detailing the hours worked by staff and for what tasks. The Judiciary's JIRA system shall be used to track tasks and hours expended and invoice shall reference tickets. Tickets will identify the ITSD approver who can approve the completion of tickets and the payment of invoices. The Contractor may recommend another ticket/task tracking software other than JIRA if it can be shown to be more effective than JIRA. Replacement of the Judiciary's JIRA on premise ticket tracking software is a project for this contract.

#### 2.2.18 Judiciary Responsibilities

The Judiciary shall ensure that the Contractor has access to:

- a) Judiciary Infrastructure necessary for Contractor to perform services as defined by SOWs. 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 and up to six (6) temporary Contractor team members for short-term tasks or projects. Off-site Contractor team members may be needed to assist with specific short-term SOW tasks by being onsite. The space provided will be consistent with the role of the team member; either permanent on-site or temporary basis. The number of permanent staff and temporary staff and resources provided by the Judiciary can be changed as mutually agreed upon by the Judiciary and the Contractor. As necessary, the Contractor will include travel costs into SOWs for off-site contractor team members that need to be on-site.
- c) Judiciary PCs and software for the Contractor's onsite team members, if funds permit. The Contractor is expected to provide PCs for off-site 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, including connection by VPN.

- d) 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 the Judiciary policies and procedures that support security with their staff. All Contractor team members must pass a criminal history background check including remote team members. (See attachment 4) Where the remote team members are not located in the United States of America, then the Contractor is responsible for performing the criminal background check in the country of the remote team user and certifying that the remote team member does not have a criminal history. The Contractor will be also responsible for any data loss or exposure of any confidential data provided to their team members.
- e) Judiciary personnel and other State of Hawaii personnel, vendors, and external users of the JIMS as needed for work defined by SOWs.

## 2.3 KEY JUDICIARY INFRASTRUCTURE

The Contractor shall have team members with a minimum of 3 years of experience with the following key Infrastructure. As needed the Contractor's staff shall increase their skills to support any upgrades to the Judiciary's Infrastructure during the course of this contract. Skill levels can be Entry, Intermediate, and Expert. The listed Infrastructure is critical to the day-to-day operation of the Judiciary. Certification of the Contractor's staff for various infrastructure will be considered by the Judiciary in the evaluation process.

### 2.3.1 JIMS Infrastructure

#### a) Software

- Oracle 11g R2
- Oracle InterConnect
- SQL; SQL Plus; PL/SQL; SQL Server
- Oracle Forms 12c
- Oracle developer tools
- Oracle Financials
- JAVA (Java Source Library: iText)
- Webpage design
- Web Services (Apache/Tomcat)
- Windows Server
- Oracle Enterprise Manager
- Oracle Virtual Machine / Oracle Linux Virtualization Manager
- Oracle Enterprise Linux 7 Crystal Reports 2016
- IBM Filenet P8
- Kofax Capture 10
- Additional programming languages: Pro\*C, Visual Basic
- Additional frameworks: ICEFaces
- Additional OS: SUSE Linux Enterprise Server, Linux
- Subversion (version control tool)
- Contour/JAMA (requirement tracking tool)
- Atlassian/JIRA (project tracking tool)
- Atlassian/Confluence (team collaboration tool)

### 2.3.2 JIMS Hardware

Item	Description	Count	Operating System Version	Software Installed	Comments
<b>IBM X3530 M4</b>	Veritas Netbackup Host	1 server	SLES 12.5	Veritas Netbackup	Backup Server
<b>IBM V7000</b>	SAN / Disk storage arrays	1 unit	N/A	N/A	Replaced IBM System Storage N5200
<b>Cisco 3750G Switch - 12 ports</b>	LAN switch	2 units	N/A	N/A	Ethernet switches for the JIMS servers. Redundancy is implemented so each server has multiple paths through the network.
<b>Cisco Catalyst 3750 Switch – 48 ports</b>	LAN switch	2 unit	N/A	N/A	
<b>Cisco MDS 9148 Fabric Switch - 48 ports</b>	Multilayer Fabric Switch	2 units	N/A	N/A	Connects SAN to physical servers and tape backup unit.
<b>F5 Big-IP 3900 Series</b>	Load balancer appliance	2 units	N/A	N/A	Primary application server load balancer and web application firewall.
<b>Loadbalancer.ORG Enterprise 10g</b>	Load balancer appliance	2 units	N/A	N/A	Primary application server load balancer and web application

					firewall. F5 Replacement.
<b>HPE DL385 Gen10 Plus 7702, Intel processors, 128 core</b>	ESX Hosts supporting JIMS application servers & independent applications	2 servers	Windows Server (multiple versions)	Windows Server 2003, 2008, 2012r2, 2016	Each server hosts VMware Windows-based virtual machines.
<b>Sun SPARC X3-2, Intel processors, 32 core</b>	Virtual hosts server for JIMS applications	3 servers	Oracle Linux	App Server, Oracle Forms 6, Oracle eBS, FileNet P8, Kofax 12, Apache HTTP Server, Apache Tomcat 6.X, Subversion 1.5, Atlassian Jira, Atlassian Confluence, Jama, FirstData Paypoint	Each server hosts Oracle Linux OS virtual machines.
<b>Sun SPARC X4-2, Intel processors, 8 core</b>	Virtual hosts server for JIMS applications	2 servers	Oracle Linux	Windows 2003, 2008 SuSe Linux 11 Oracle 11g App Server, Oracle Forms 6, Oracle eBS, Apache HTTP Server,	Each server hosts Oracle Linux OS virtual machines.

				Apache Tomcat 6.X	
<b>Sun SPARC X5-2, Intel processors, 32 core</b>	Virtual hosts server for JIMS applications	2 servers	Oracle Linux		Each server hosts Oracle Linux OS virtual machines.
<b>Sun SPARC X5-2, Intel processors, 32 core</b>	Database servers	2 servers	Oracle Linux		Each server hosts multiple Oracle 11g database instances.
<b>Sun SPARC X8-2, Intel processors, 32 core</b>	Virtual hosts server for JIMS applications	1 server	Oracle Linux		Each server hosts Oracle Linux OS virtual machines.
<b>Oracle/Sun SL150 Tape backup unit</b>	Tape robot library with three LTO-5 tape drives	1 unit	N/A	N/A	Used in conjunction with Veritas Netbackup.

### 2.3.3 IBM Power 9 S914 Server

#### a) IBM i 7.2 Partition

- Hardware
  - IBM Power 9 S914 Server
  - IBM eServer xSeries 336
- Software
  - IBM I v7.2
  - COBOL programming language
  - CL programming language
  - DB 2
  - Websphere
  - IBM Rational Application Developer
  - JUSTIS
  - Kofax Capture 9.0 (Kofax Server)
  - Windows Server (2008) R2

#### b) AIX 7.2 Partition

- Hardware - IBM Power 9 S914 Server
- Software
  - Partitioned AIX 7.2 operating system
  - Trust Accounting
    - AcuCOBOL 5.2.1 (COBOL compiler/runtime)

- WISP development (programming language)
- Tivoli v6.2 Backup Archive Client

#### 2.3.4 Other Common Use Infrastructure

- a) CISCO Blade Center, IBM SAN system, HyperVHardware
  - CISCO UCS 5108 AC2 Blade Center
  - CISCO UCS B200 Blade Servers
  - CISCO C220 Rack Servers
  - CISCO C240 Rack Server
  - IBM V5000E SAN systems (Honolulu, Kapolei)
  - Nutanix 5.20.11 Convergence system (Kapolei)
- b) Operating Systems
  - Windows, 2008, 2008 R2, 2012 DATA CENTER, 2016 Data Center, 2016 Server Standard
  - Microsoft System Center 2012 R2
  - CENTOS 8
  - Red Hat 7.6
  - VMWare ESX 3.5 – 5.1
  - Hyper-V in Windows 2012/2016 Data Center
  - IBM AIX 7.2
- c) Tools
  - HyperV manager
  - Failover Cluster Manager

#### 2.3.5 Tivoli Storage Manager Support Overview

- a) Hardware
  - CISCO C240 Server
  - IBM 3576-L5B Tape Library
- b) Operating Systems
  - Windows, 2008,2008 R2, 2012, 2012 R2, 2016
  - Windows 2012 Data Center
  - AIX 7.2
- c) Tools
  - TSM Manager 8.1.

#### 2.3.6 Telecommunications Infrastructure

- CISCO VoIP call manager and Unity Voicemail.
- Cisco IPCC
- Cisco FMC/FTD Firewall
- Cisco VPN concentrator
- Cisco UCS
- Cisco WebEx Cloud
- Linux DNS

- DHCP
- Solar Winds
- Cisco routers
- Cisco core switches
- Cisco floor switches
- Viavi
- Cisco Emergency Responder
- Meraki Switches, APs, and Cameras
- InformaCast
- Metropolis - Call Accounting
- Splunk
- VMware

a) The Judiciary operates various LANs that can be assumed to be contained within one physical facility at one of the 30 locations listed below with the exception of what the Judiciary refers to as the “civic center”. The civic center is comprised of the following buildings in the downtown Honolulu area:

- Aliiolani Hale
- Kaahumanu Hale
- Kauikeaouli Hale
- Kapuaiwa Building

b) These buildings are linked together via a private network of fiber optic cable running at 10 gigabit speeds. Responsibility for this private network of fiber optic cable is a part of the scope of services of this RFP.

c) Wide Area Network (WAN)

The Judiciary WAN relies primarily on MPLS Services provided through Hawaiian Telecom. The MPLS circuits from the 25 remote locations are “consolidated” in Kauikeaouli Hale’s core switch.

d) The Judiciary also relies heavily on the Executive Branch Office of Enterprise Technology Services (OETS) for the Hawaii government network referred to as NGN (Next Generation Network) to provide high speed connectivity to 10 major court buildings. Court facilities utilizing NGN for connecting to the Judiciary WAN are:

- Hoapili Hale (Maui)
- Molokai District
- Hilo Judiciary Complex
- Kauai Judiciary Complex
- Kona Main Court
- Kapolei Judiciary Complex (Oahu)
- Ewa District Court
- Kaneohe District Court
- Oahu Community Correctional Center (Oahu)

- Halawa Correctional Facility (Oahu)

- e) The Judiciary’s Internet access, like most other State agencies, is provided through the OETS.
- f) The Judiciary purchases Cisco Smartnet Maintenance for any new and/or replacement critical Cisco hardware and software. This does not include floor switches. The Judiciary’s usage of the Cisco Smartnet Maintenance contract shall be made available to the Contractor
- g) Due to the Judiciary’s reliance on Cisco networking products and the availability of CISCO products through contracts such as WSCA, the Contractor must be knowledgeable of all Cisco Systems' product and must stay abreast of all future Cisco product offerings
- h) There are thirty (30) locations which with network connections, thirteen (13) on Oahu, six (6) on Maui, two (2) on Molokai, one (1) on Lanai, six (6) on the Big Island, two (2) on Kauai. There are two future locations, both on Oahu in Honolulu and Wahiawa:

Island	Building	Staff	Court	WAN Speed	WAN Type	NGN
Oahu	12	1246				
1	Supreme Court-Aliioli Hale	98	Y	10Gbps	Civic Fiber	
2	Adult Drivers License Revocation (ADLRO)	25	Y	10Mbps	MPLS	
3	Children's Justice Center-CJC	6		10Mbps	MPLS	
4	Ewa District Court	18	Y	1.5Mbps	MPLS	Y
5	Hale Hilinai	60		1.5Mbps	MPLS	Y
6	Records Management Office	9		10Mbps	MPLS	
7	Circuit Court-Kaahumanu Hale	324	Y	10Gbps	Civic Fiber	
8	Kaneohe District Court Abner Paki Hale	18	Y	1.5Mbps	MPLS	Y
9	Kapuaiwa Building	67	Y	10Gbps	Civic Fiber	
10	Honolulu District Court-Kauikeaouli Hale	357	Y	10Gbps	Civic Fiber	Y
11	Office of Public Guardian-OPG	13		10Mbps	MPLS	
12	Ronald T.Y. Moon Jud Complex-Kapolei	226	Y	1.5Mbps	MPLS	Y
13	Wahiawa District Court	10	Y	10Mbps	MPLS	
Maui	6	184				
1	CJC Maui	3		10Mbps	MPLS	
2	Wailuku Courthouse-Hoapili Hale	129	Y	1.5Mbps	MPLS	Y
3	Maui Adult Client Services	32		10Mbps	MPLS	

4	Lahaina District Court	7	Y	10Mbps	MPLS	
5	Maui Drug Court	13		10Mbps	MPLS	
6	Hana District Court	0	Y			
Molokai	2	6				
1	Molokai Adult Client Services	4		10Mbps	MPLS	
2	Molokai District Court	2	Y	1.5Mbps	MPLS	Y
Lanai DC	Lanai District Court	0	Y	10Mbps	MPLS	
Hawaii	6	226				
1	Kona Courthouse-Keahuolu	80	Y	5Mbps	MPLS	Y
2	Carter Professional Building	3		10Mbps	MPLS	
3	CJC East Hawaii	2		10Mbps	MPLS	
4	CJC West Hawaii	2		10Mbps	MPLS	
5	Hilo Courthouse-Hale Kaulike	132	Y	1.5Mbps	MPLS	Y
6	Waimea District Court	7	Y	10Mbps	MPLS	
Kauai	2	92				
1	CJC Kauai	3		10Mbps	MPLS	
2	Lihue Courthouse-Puuhonua Kaulike	89	Y	1.5Mbps	MPLS	Y
Total	30	1754				

## 2.4 REQUIREMENTS

2.4.1 The Judiciary's key Infrastructure is listed in section 2.3 above. The Contractor shall provide services for this key Infrastructure. The Judiciary may request that other less critical Infrastructure, not listed, be added during the contract period, where mutually acceptable to the Contractor and the Judiciary. The general services required for this Infrastructure are:

- Planning;
- System Administration;
- Network Administration; and
- Database Administration

The Contractor shall provide Production Support, Maintenance, and support for Projects for the general service areas listed above.

#### 2.4.2 Production support

The Contractor shall provide production support for the Judiciary's day-to-day operations, including monitoring, troubleshooting, emergency support and the scheduled releases of applications into production environments. Production Support is the highest priority since problems impact court operations. For the general service areas listed above, the Contractor shall:

- a) Monitor the Infrastructure and collect metrics and use notification processes to communicate the status of Infrastructure. Set up a communication plan to report and escalate problems and where necessary address problems from non-critical up to and including emergencies.
- b) Recognize and troubleshoot problems with Infrastructure. Document the root causes of problems and make recommendations for long term prevention of a reoccurrence of the problem. All problems shall be reported via the Judiciary's trouble ticket system and be reported on during status meetings. Create new documentation where none currently exists
- c) As part of troubleshooting and problem resolution tune the Infrastructure including the JIMS database to ensure maximum performance.
- d) Provide emergency services. Emergency service is defined as a situation where key Infrastructure such as JIMS, the AS400 or RS6000 cannot provide service or is providing severely degraded service to its customers. For the network, emergency service would be required when a site cannot send/receive data on their LAN or via the WAN, and/or cannot place or receive internal or external telephone calls on the Judiciary's Centralized Call Manager System, IPCC, and Unity Voicemail. The Judiciary has other Infrastructure that is less mission-critical, where a problem may not require emergency service. The OIC shall be the final authority in the determination whether or not a given situation constitutes an emergency service call. Emergency service calls can occur during business hours or outside of business hours. Emergency service calls would be the Contractor's highest priority and the Contractor shall bring sufficient resources to provide a timely resolution of the problem.

Outside of normal business hours, report network problems to the local telephone company, applicable network services provider, applicable long distance carrier, Office of Enterprise Technology Services.

The inside cable plant (horizontal and vertical cables) is the responsibility of the Judiciary. The Contractor shall cross connect copper patch cords or fiber patch cords to circumvent cable problems. The Contractor shall inform the OIC or designee to report cable problems. All cable work performed by the Contractor must meet standard cable grooming standards and shall be documented.

- e) Provide after-hours tier-2 support when the problem exceeds the technical skills or training of the Judiciary staff on duty. The Judiciary Infrastructure provides 24x7 services to its customers. The Judiciary normally has one to two staff persons on duty outside of normal business hours 24x5, providing tier 1 support.
- f) Backup  
Create, verify and test restoration of backups for data, databases, and configuration of Infrastructure systems. There are existing backups currently performed by Judiciary staff, however the Contractor shall provide recommendations for improvements and verification.
- g) Security  
Recommend and configure security Infrastructure as needed to protect the Judiciary data. Judiciary data includes confidential case information, Judiciary personnel information and fiscal information. The Contractor shall have an understanding of network security risks and solutions to address these risks including security assessment tools, intrusion detection and prevention products as well as anti-virus and anti-malware products.  
  
Perform security audits and check for security problems. This work shall be performed in conjunction with ETS where the NGN network is involved.  
  
Assist with the setup of Infrastructure and processes to maintain user accounts and their security access. This work may involve the use of directory services such as Microsoft Active Directory Services and other like services for other Infrastructure including the security controls of the Judiciary's various databases.
- h) Support software development and testing performed by other Contractors and Judiciary staff by providing controlled deployment of new software to production environments.

#### 2.4.3 Maintenance

Maintenance is the second priority. The Contractor shall:

- a) Provide regular maintenance support in the form of low risk upgrades, updates and patching of the Infrastructure. The Contractor shall work with the OIC to designate maintenance windows and communication plans to make Judiciary users aware of maintenance outages and if any, the resulting impact of the maintenance. The Contractor shall plan and manage scheduled service outages for enhancements and maintenance. Larger updates or upgrades activities with high risks shall be managed as Projects.
- b) As necessary, regularly tune the Infrastructure including the databases to ensure maximum performance.
- c) Produce scripts programs to automate maintenance as needed.

- d) Perform routine audits of Infrastructure to ensure licensing compliance.
- e) Perform regular scans of the Infrastructure to identify required patches updates.
- f) Maintain a deliverable artifacts repository and provide lifecycle management services. Maintain a portfolio of hardware and software and identify when equipment will be at the end-of-life and assist the Judiciary with the development of replacement schedules for budgeting purposes.

#### 2.4.4 Projects

Projects have the lowest priority, except for projects that have set go-live dates with the courts and their clients. For projects with set go-live dates, infrastructure freezes are imposed, and only critical or non-impactful infrastructure work approved by the Change Advisory Board is allowed. The Contractor shall participate in Projects initiated by the Judiciary, recommended by the Contractor or in support of other Judiciary Contractors. The Contractor shall:

- a) Provide consulting, create project plans, requirements, and design documentation. Build, configure, test, and implement the Infrastructure. Document and provide training to Judiciary IT staff. Typically, Projects involve higher risk and as such the Contractor shall minimize any impact to Judiciary operations as a result of implementing new Infrastructure. As needed during the transition to new Infrastructure the Contractor staff may have to augment Judiciary IT staff by running the Infrastructure until training is completed or until the Judiciary IT staff is transitioned from any replaced legacy Infrastructure to new Infrastructure.
- b) Establish and document standards and procedures for activities associated with Projects. Recommend best practices to run and support the Infrastructure.
- c) Support software development and testing performed by other Contractors and Judiciary staff through the creation of development and test instances. As necessary provide for the replication of databases or the ability to transfer information to other systems via data interfaces.
- d) Where appropriate, make recommendations to provide redundancy or fail-over configurations to keep the Infrastructure running. Although instantaneous recovery is not needed for the Judiciary, the Judiciary needs to recover key Infrastructure listed in section 2.3 within 24 hours of a disaster. Ensure maximum uptime within the budgetary constraints.
- e) Training  
Provide training, mentoring, and guidance in day-to-day operations to selected Judiciary staff in the general service areas of system administration, network administration, database administration, and provide knowledge transfer sessions for Projects. Written documentation shall be provided as needed. Documentation must be detailed and must satisfy the OIC. The goal of the training is to have Judiciary IT staff run and support the Infrastructure.

#### 2.4.5 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 at least one (1) backup Contract Lead for leaves of absence. The CL shall be responsible for ensuring that the correct balance of on-site and off-site Contractor team members (CTM) are working on SOWs. Key Contractor team members shall have at a minimum three (3) years of experience in the key Infrastructure listed in section 2.3. The years of experience should be documented for each key team members in Section 4.2.8.
- 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 Team Members (CTM) shall be experienced with:
  - Planning
  - System Administration
  - Network administration
  - Database Administration
  - System Development Environments
  - Document Management
  - Project Management
  - Hardware Architecture
  - Security
- d) The Contractor shall have specialized skills and knowledge with the Judiciary's key Infrastructure as listed in section 2.3. The Contractor shall have a help desk/service center, centers of excellence or similar mechanisms which CTMs can call for additional expert help, support and resources. It is desirable that there is at least one (1) person available to be on-site during normal business hours and be available to stay beyond normal business hours for emergency support. If she/he is unable respond and/or resolve, she/he will contact the Contractor's service center to dispatch additional CTMs at no additional cost to the Judiciary.
- e) If necessary, and upon agreement of the OIC, additional CTMs can be accommodated on-site by the Judiciary for activities related to Projects. As necessary, the Judiciary will provide the Contractor's team remote access to the Judiciary's Infrastructure. On-site Contractor team members shall report to the OIC or his designee at 1111 Alakea Street, 6th Floor during Judiciary's normal business hours. The Judiciary shall provide the CTMs with office space, a desk, a telephone, and PCs if necessary. The provision of Judiciary resources will be at the discretion of the OIC.

- f) CTMs will have to travel to Oahu, Maui, Big Island, Kauai, Molokai, and Lanai for various activities where remote access is not possible. It would be advantageous for the awarded vendor to have or be able to send technical representation to Oahu, Maui, Big Island, Kauai, Molokai, and Lanai but not necessary. The technical representatives can be subcontractors.
- g) For the business critical Infrastructure listed in section 2.3; the Contractor shall provide resources with significant years of experience. It is advantageous to the contractor if they have certified staff. The certified staff may also be with the Contractor's sub-contractors.
- h) The Contractor's team must have alternative staff or other resources that can be relied on if a team member is absent or unexpectedly terminates employment. The Contractor's company must have enough staff in its organization to provide backup and must actively look at succession planning for its staff assigned to this contract as well as continued documentation for new or replacement staff to use. Although subcontractors can be relied on for support, there should be overlap with staff in the Contractor's company or with other subcontractors in case of problems with the subcontractors.
- i) Due to the reliance of the Judiciary for portions of its wide area networking capability on the Executive Branch's Next Generation Network (NGN) and Institutional NETwork (INETS), the Contractor must establish a working relationship with the OETS, Networking Branch and gain knowledge of these networks. Likewise, the Contractor must establish working relationships with Hawaiian Telecom, who provide the remainder of the Judiciary's wide area network capability.

#### 2.4.6 Planning

In the area of planning the Contractor shall:

- a) Work with the OIC on strategic planning, tactical planning and specific project planning. In strategic and tactical planning, the primary goal of the Contractor is to provide consulting and planning to change to Infrastructure that optimizes the use of the Judiciary's fixed funds and IT staffing resources, while providing reliability and a performance appropriate for its business operations. Evaluate the Judiciary Infrastructure and make recommendations to make best use of funding while improving reliability and performance.
- b) Provide project plans, requirements and design documentation. Build, configure and implement the Infrastructure. Train or recommend training to transition Judiciary IT staff to run and support the Infrastructure. At all phases of the project the OIC and Judiciary IT staff will be consulted with, provided presentations and ultimately asked to approve all key activities. Final approval will be with the OIC. Plans will include alternatives, cost projections and benefits.
- c) Work with the OIC to best deploy Judiciary IT staff to run and support the Judiciary's Infrastructure.

- d) Review Infrastructure specifications provided by the Judiciary or Judiciary Contractors, external government agencies or other third parties that the Judiciary is working with.

**END OF SECTION TWO**

## **SECTION THREE - SPECIAL PROVISIONS**

### **3.1 SCOPE**

The contract for the Computer Infrastructure Support and Technical Consulting Services as specified herein shall be in accordance with these Special Provisions, Specifications, General Conditions, Special Conditions to include the Hawaii Judiciary Policy Discrimination/Harassment-Free Workplace (Attachment 3), and the Contract Addendum for Security of Personal Information.

### **3.2 JUDICIARY OFFICER IN CHARGE**

For the purposes of this contract, Kevin Thornton, telephone (808) 538-5714, email address: [kevin.g.thornton@courts.hawaii.gov](mailto:kevin.g.thornton@courts.hawaii.gov), is designated Judiciary Officer in Charge (OIC).

### **3.3 TERM OF CONTRACT**

The tentative initial term of the contract shall be for a 3-year and 3-month period commencing in October 2022, and ending in December 2025. Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for four (4) additional twelve-month periods without re-soliciting to December 2029, upon mutual agreement in writing at least thirty (30) days prior to expiration.

The Judiciary may terminate the contract by giving written notification of such termination at least thirty (30) calendar days before the effective date of such termination as allowed pursuant to the General Conditions, Section 11. Termination for Convenience.

### **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)	\$29.87/hr.
INTERMEDIATE	IT Specialist VI (SR-26)	\$32.31/hr.
EXPERT	IT Specialist VII (SR-28)	\$36.34/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). 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. The Offeror shall provide names and addresses of Joint Contractors/Subcontractors, their Local Representatives, and references. 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 FIVE – Evaluation of Proposals.

## 3.5 WRITTEN INQUIRIES

Inquiries or questions concerning any requirement of this RFP, shall be submitted in HiePRO by the date indicated in HiePRO. Responses will be issued through HiePRO by the date indicated in HiePRO.

### **3.6 SUBMISSION OF OFFERS**

Competitive Sealed Proposals to **Provide Computer Infrastructure Consulting and Support Services to The Judiciary, State of Hawaii**, will be received electronically only THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO) at <https://hiepro.ehawaii.gov/welcome.html> and will be opened at the date and time indicated in HiePRO.

Proposals (using the format provided in Section 4.2 “Proposal Contents” and using the offer forms provided in section 6) received after the date and time specified in HiePRO or at a location other than the HiePRO website indicated above will not be considered. All proposals must be made on forms obtainable from the above HiePRO website and must be in accordance with the accompanying instructions. **All proposals and Proposal Forms shall be submitted through HiePRO with total bid price.**

### **3.7 OFFEROR QUALIFICATION**

- 3.7.1 Experience: Offeror and subcontractors shall have a minimum of five (5) years of experience providing medium to large sized government or business entities with Infrastructure Consulting and Support as described in this RFP. The government or business entity's workforce supported by the Offeror must include at least 100 employees.
- 3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, for which the Offeror has provided similar services for similar Infrastructure listed in this RFP. All references must have been serviced within the past three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. 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. (See References Section in OFFER FORM for further details.)
- 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 the SOWs specified in 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.
- 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 successful 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://labor.hawaii.gov/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 successful 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) 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. A current HCE certificate indicating “COMPLIANT” or an original tax clearance certificate will be required for final payment.
- 3.8.8 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) in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
  - b. Products and Completed Operations in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
  - c. Automobile Insurance in the amount of \$1,000,000.00 per accident or \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident. Automobile insurance shall maintain coverage for all Owned, Non-Owned and Hired Automobiles. If Contractor does not own autos, they must maintain Hired & Non-Owned Auto Liability. This can be part of a general liability policy if they do not have their own vehicles.
  - d. 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.
  - e. Professional Liability Insurance (Errors and Omission) in the minimum amount of \$1,000,000 per claim and \$2,000,000.00 annual aggregate.
  - f. Cyber Insurance Provision. Contractor shall procure, at its own cost and expense, Privacy and Network Security (Cyber) insurance with a minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate, for any security breach, including privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, including any act or omission that compromises either the security, confidentiality or integrity of personal information in Contractor's care, custody or control, or for which Contractor is responsible under this Agreement, or the physical, technical, administrative or organizational safeguards put in place by Contractor or its authorized personnel that relate to the protection of the security, confidentiality or integrity of Personal Information.

3.8.9 Insurance – General. 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, each insurance policy required by contracts, shall contain the following clauses:

- a. The Judiciary, State of Hawaii is added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii (if available).

- b. 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.

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. Ni Ho  
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. Specifically,

the Offeror's personnel shall comply with attachment 3, "Hawaii Judiciary Policy Discrimination/Harassment-Free Workplace". 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. Criminal history background checks for employees who do not reside in the United States shall be performed by the Contractor in the employee's country of residence. The Contractor shall provide a certification that such criminal history background check was completed. The Criminal History Background Check Verification form (Attachment 4) shall be utilized (Section 8-Attachments). 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. Completion dates will be specified in the SOWs. 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 Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, 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 a proposal should address the Specifications provided in section 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 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
Audited Financial Statements	4.2.6	6
Company Information	4.2.7	7
Prior Experience	4.2.8	8
Contract Team and Qualifications	4.2.9	9
Price Proposal	4.2.10	10
Management Plan	4.2.11	11
Contract Methodology	4.2.12	12
Training Plan	4.2.13	13
Risk Management	4.2.14	14
Disaster Recovery Example/Proposal	4.2.15	15
Warranty Terms and Conditions	4.2.16	16
Additional Materials	4.2.17	17

#### 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 to the evaluation team.

#### 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 Hawaii, 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 as provided in section 6.2.

#### 4.2.6 Audited Financial Statements

Audited financial statements of the Offeror for the two most recently completed fiscal or calendar years showing annual revenue of at least twenty five million (\$25,000,000.00) dollars and a corporate net assets of at least five million (\$5,000,000.00) dollars shall be submitted to determine the Offeror's financial stability.

An Offeror that cannot meet the criteria shall provide the following evidence of its financial stability and capability to complete the work specified in this RFP so that the Judiciary can evaluate its financial strength and stability. In this connection, the Offeror shall:

- a) Submit audited financial statements of the Offeror for the three (3) most recent fiscal years;

- b) Provide a breakdown of its revenues and expenditures for each of the past three (3) years;

#### 4.2.7 Company Information

Offeror shall provide the following information so that the Judiciary can evaluate the Offeror's stability, experience, and ability to fulfill the commitments required by this RFP.

a) Company History

In this section, the Offeror shall provide a general history of the company and any subcontractors. Information shall include a description of the core business, number of offices, number of locations, number of years in business, type of business (corporation, partnership, etc.), principal owners, number of years providing the type of services requested by this RFP, the total number of employees, and the breakdown of its employees by job category (e.g., clerical, sales, project management, professional services, help desk, training, etc.) and locations.

b) Financial Stability

The Offeror must provide proof of financial stability to ensure that no reasonably foreseeable circumstances could lead to financial problems affecting the ability of the Offeror to perform satisfactorily under a contract arising out of this RFP.

- The Offeror shall provide the following items that are deemed risks to the financial stability:
- List any lawsuits that have been filed against it in the past three (3) years, with a brief description of the nature and status of these lawsuits, the amount of damages sought, and whether insurance coverage exists to cover potential losses arising from the lawsuits;
- List any unasserted claims and assessments, including threatened litigation, that have been made against it;
- List any contingent liabilities that the Offeror has incurred; and
- List all contracts exceeding five hundred thousand (\$500,000.00) that the Offeror has entered into or is about to enter into to provide services similar to those required by this RFP, with a brief description of the status of the contract, expected completion date, and the number of employees committed to the contract.

#### 4.2.8 Prior Experience

This section shall describe similar contracts provided by the Offeror to government or business entities similar to the Hawaii State Judiciary. The Offeror will describe at least one (1) but no more than three (3) contracts of similar size and scope. The Offeror shall:

- a) Tabulate the contracts at the beginning of this section providing: the name of contract; description of contract; duration and approximate value of the contract; Infrastructure services provided; and the name of a reference. The contract number, from 1 to 3, can be used in the Contract Team Member section to show contracts that the CTM worked on. List contracts worked on by the Offeror only; not sub-contractors.

Table 2 Prior Experience

Contract #	Contract Name	Description	Duration	Value	Infrastructure services	Reference name

- b) Describe the type of government or business entity served and how this entity compares to the Hawaii State Judiciary. Provide the name of the entity and a contact to verify the services described. If the organization does not wish to be named in this public RFP, the name of the entity and contact can be provided in a separate confidential enclosure.

Table 3. Reference Contact Information

Reference Name	Role	Company/ Gov Agency	Contact Tel Number	Contact Email address

- c) Describe the services provided to the government or business entity following the standard service areas: Planning; System Administration; Network Administration; and Database Administration and the general areas of work: Production Support, Maintenance, and support of Projects described in section 2.4. Provide relevant information that demonstrates the ability to provide these services. Provide approximate annual costs to the entity for the services described, preferably broken down by service.
- d) Describe the benefits provided to the government or business entity in regards to efficiencies and cost savings.
- e) Describe challenges or problems encountered and provide recommendations for the Judiciary to avoid these issues. As needed, the recommendations will be included in the contract as special provisions.

4.2.9 Contract Team and Qualifications

At the beginning of this section 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, along with each person’s participation level (i.e., percentage of time allocated) and whether the participation will be on-site, or off-site. The roles must correspond to the organizational chart provided in section 4.2.11 (a) and the price proposal in section 4.2.10. If the individual worked on a contract referenced in section 4.2.8 (a), the contract numbers can be provided. Example roles include: Contract Lead, Project Manager, Business Analyst, System Administrator, Data Base Administrator (System/Application), Network Administrator, Security Specialist, and Help Desk.

Table 4. Contract Team Members

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

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; 4) experience working with government clients, and 5) certifications for Infrastructure.

The Offeror certifies that the list of Contract Team members is complete list that will be used 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 CTM 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 subcontractor staff.

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 contact information, and roles and responsibilities for subcontractors provided in this section.

Table 5. 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.

4.2.10 Price Proposal

This section shall describe the costs required to provide the services under this RFP, including the cost of any additional hardware or software, over and above what the Judiciary owns, to successfully provide the services offered. Prices shall include any applicable taxes, including Hawaii general excise or use taxes.

a) Personnel Costs

The Offeror shall provide the Judiciary with a costing table of hourly rate based on the staffing model proposed with this RFP. The costing table will provide three levels of expertise of for each role. If there are different rates for non-normal business hours e.g weekends, nights or holidays, or location the Offeror shall provide a separate table for each rate and list the type of staff that would use that rate. Possible examples of location are: local, near-shore and off-shore.

Table 6. Personnel Costs

Role	ENTRY	INTERMEDIATE	EXPERT
	\$/hr	\$/hr	\$/hr

The three levels of expertise shall be described as follows:

- Entry Level – Less than 5 years experience
- Intermediate Level – 5-10 years experience
- Expert Level – 10+ years experience

b) Travel Costs

The Offeror shall include any travel cost assumptions if the Offeror anticipates these costs to be passed onto the Judiciary. The Offeror shall include at minimum a single airfare and the daily costs for lodging, meals, and incidentals.

c) Additional Hardware/Software Costs

The Offeror shall include in a costing table any additional software and hardware that the Offeror proposes to use to support the contract and where they wish to pass the cost along to the Judiciary. For example, if the Offeror plans to purchase laptops or PCs and pass the cost along to the Judiciary. Also if the Offeror’s help desk uses a specific monitoring software which would require additional licenses if run at the Judiciary site. 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.

Table 7. Additional Hardware/Software Costs

Type (HW/SW)	Item Name	Description and Purpose	Qty	Type of Unit	Est. Unit Cost	Est.Total Cost	Mandatory (Y/N)

#### 4.2.11 Management Plan

In this section, the Offeror shall comprehensively set out its management 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 management plan shall:

- a) Provide a contract organizational chart indicating the type of personnel assigned to perform the work called for in this RFP. Describe how personnel are backed up in the event that key staff are unavailable.
- b) Describe the roles and responsibilities of 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 individuals designated to be responsible and accountable for completion of the work required by this RFP.
- d) Describe the communication plan, including recommended organizational groups and meetings.
- e) Describe how the Offeror addresses any gaps in technology knowledge.

#### 4.2.12 Contract Methodology

Starting with a transition plan, in this section, the Offeror shall describe how their approach to providing the contract services.

##### a) Transition Plan

The Offeror shall provide a transition plan to explain how the Offeror will gain proficiency on the current Infrastructure. The transition plan should include any assumptions made regarding documentation and Judiciary resource availability. In case documentation, resources or other information are not available, potential concerns should be addressed in the Risk Management Section 4.2.14 of the Offeror's Proposal. First and foremost the Offeror must take care of the JIMS infrastructure.

##### b) Production support

In this section, the Offeror shall describe their approach to providing production support for each of the general service areas.

##### c) Maintenance

In this section, the Offeror shall describe their approach to providing maintenance support for the general service areas.

##### d) Projects

In this section, the Offeror shall describe their methodology to bring Projects to a successful completion on time and within budget.

e) Hardware, Software, Tools

If the Offeror proposes additional hardware, software, or tools to perform the services required by this RFP, the Offeror shall present and justify the added value, along with any other capabilities. Any costs for additional hardware, software, tools and capabilities shall be included in the table of Section 4.2.10 (c) Additional Hardware/Software Costs.

4.2.13 Training Plan

In this section, the Offeror shall describe its approach to provide training to Judiciary IT staff to run and support the Judiciary's Infrastructure. The Offeror shall also describe how their own staff is trained to stay up-to-date with technology changes.

4.2.14 Risk Management

The purpose of this section is to have 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.

4.2.15 Disaster Recovery Example/Proposal

This section shall document the Offeror's prior experience with establishing cost effective disaster recovery with other customers. This section will provide a plan for analyzing and establishing disaster recovery for the Judiciary and could offer approaches for the Judiciary considering its organization, critical systems, and geographic situation.

4.2.16 Warranty Terms and Conditions

This section shall document the Offeror's warranty period, terms and conditions for deliverables. The minimum period is ninety (90) days from implementation.

4.2.17 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 4.2, page 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 final 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.

Evaluation criteria for this phase shall be as follows:

Criteria	Section	Proposal Section	Pts
Company Information	4.2.7	7	
<i>Company History</i>	4.2.7a		100
<i>Financial Stability</i>	4.2.7b		100
Prior Experience	4.2.8	8	250
Contract Team and Qualifications	4.2.9	9	250
Price Proposal	4.2.10	10	
<i>Personnel Costs</i>	4.2.10a		100
<i>Travel Costs</i>	4.2.10b		50
<i>Additional Hardware/Software Cost</i>	4.2.10c		25

Management Plan	4.2.11	11	100
Contract Methodology	4.2.12	12	
<i>Transition Plan</i>	<i>4.2.12a</i>		50
<i>Production support</i>	<i>4.2.12b</i>		50
<i>Maintenance</i>	<i>4.2.12c</i>		50
<i>Projects</i>	<i>4.2.12d</i>		50
<i>Hardware, Software, Tools</i>	<i>4.2.12e</i>		25
Training Plan	4.2.13	13	50
Risk Management	4.2.14	14	100
Disaster Recovery experience/proposal	4.2.15	15	200
Warranty Terms and Conditions	4.2.16	16	50
Total			1600

### 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.

**END OF SECTION FIVE**

## SECTION SIX - FORMS

**6.1 OFFER FORM**  
**Request for Proposals No. J23014**  
**To Provide Computer Infrastructure Consulting and Support Services to**  
**The Judiciary, State of Hawaii**

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

Honolulu, Hawaii

\_\_\_\_\_, 2022

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 Terms and Conditions dated May 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.  
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

Date: \_\_\_\_\_ Respectfully submitted:

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 awarded contract will be executed.

## 6.2 WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO J23014

Description of Project: 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 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.*

6.3.1

## **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-OETS	Department of Accounting and General Service – Office of Enterprise Technology Services
DCCA-BREG	Hawaii Department of Commerce and Consumer Affairs, Business Registration Division
DLIR	Hawaii Department of Labor and Industrial Relations
DOTAX	Hawaii Department of Taxation
GET	Hawaii General Excise Tax
HCE	Hawaii Compliance Express
HRS	Hawaii Revised Statutes
INETS	Institutional NETWORK
ITSD	Judiciary Information Technology and Systems Department
JEFS	Judiciary Electronic Filing and Service System
JIMS	Judiciary Information Management System
NGN	Next Generation Network
OETS	Office of Enterprise Technology Services
OIC	Judiciary Officer in Charge
RFP	Request for Proposal
SME	Subject Matter Experts
SOW	Statements of Work

## **SECTION EIGHT - ATTACHMENTS**

Attachments will be available via the Hawaii Electronic Procurement System (HiePRO)

- Attachment 1) General Conditions - February 2001
- Attachment 2) Procedural Requirements - May 2003
- Attachment 3) Judiciary Policy Discrimination Harassment Free Workplace
- Attachment 4) Criminal History Background Check Verification
- Attachment 5) Judiciary Court Organization and Case Management Systems
- Attachment 6) JIMS Overview for Legislature 2022 (Select pages for RFP
- Attachment 7) Judiciary Contract Addendum for Security of Personal Information