



**The Judiciary**

**State of Hawai'i**

**INVITATION FOR BIDS**

**J26373**

**TO FURNISH, INSTALL AND  
MAINTAIN A WIRELESS INTERNET  
(WIFI) NETWORK FOR THE HILO  
COURTHOUSE**

**THIRD CIRCUIT COURT  
THE JUDICIARY, STATE OF HAWAII**

**June 2026**

# Table of Contents

IFB ADMINISTRATIVE INFORMATION.....	1
SECTION ONE – INTRODUCTION .....	2
1.1 INTRODUCTION .....	2
1.2. SCHEDULE AND SIGNIFICANT DATES.....	2
SECTION TWO - SOLICITATION INFORMATION .....	3
2.1 GOVERNING LAWS AND REGULATIONS .....	3
2.2 ELECTRONIC PROCUREMENT.....	3
2.3 IFB ADDENDA .....	3
2.4 QUESTIONS REGARDING IFB CONTENTS .....	4
2.5 ELECTRONIC SUBMISSION OF QUESTIONS .....	4
2.6 CANCELLATION OF PROCUREMENT AND BID REJECTION.....	4
2.7 FIRM OFFERS.....	4
2.8 RIGHT TO ACCEPT ALL OR PORTION OF BID.....	4
2.9 OWNERSHIP OF DISPOSITION OF OFFER/BID AND OTHER MATERIALS SUBMITTED .....	5
2.10 ADDITIONAL INFORMATION .....	5
2.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII .....	5
SECTION THREE – SPECIFICATIONS.....	6
3.1 SCOPE .....	6
3.2 DESCRIPTION OF WORK .....	6
3.3 SUMMARY OF RESPONSIBILITIES.....	9
3.4 PRE-OFFER CONFERENCE.....	9
SECTION FOUR - SPECIAL PROVISIONS.....	10
4.1 SCOPE.....	10
4.2 OFFICER-IN-CHARGE.....	10
4.3 CONTRACT EXECUTION AND TERM OF CONTRACT.....	10
4.4 OFFEROR QUALIFICATION.....	10
4.5 OFFER PREPARATION.....	11
4.6 SUBMISSION OF OFFER.....	11
4.7 CONTRACT AWARD.....	12
4.8 JOINT CONTRACTORS .....	14
4.9 INSPECTIONS.....	14

4.10 INVOICING AND PAYMENT .....14  
4.11 OTHER SPECIAL PROVISIONS.....15  
  
SECTION FIVE - OFFER FORM.....OFFER FORM 1-3

**Attachments:**

General Conditions

Procedural Requirements

Judiciary Discrimination Harassment-Free Workplace Policy

THE JUDICIARY, STATE OF HAWAII  
HONOLULU, HAWAII

INVITATION FOR BIDS NO. J26373

**IFB ADMINISTRATIVE INFORMATION**

IFB Title	<b>TO FURNISH, INSTALL AND MAINTAIN A WIRELESS INTERNET (WIFI) NETWORK FOR THE HILO COURTHOUSE, THIRD CIRCUIT COURT, THE JUDICIARY, STATE OF HAWAII</b>
IFB Project Description	See Section Three - Specifications
IFB Point of Contact: (Officer-In-Charge)	Name – Michal Popadic Agency Name - Judiciary Email – Michal.Popadic@courts.hawaii.gov
Submit bids electronically via Hawaii Electronic Procurement System (HiePRO): (See Electronic Submission of Bids)	Electronic Submission hiepro.ehawaii.gov
Deadline to Receive Questions: (See Schedule and Significant Dates and Electronic Submission of Questions)	June 5, 2026 at 12:00 p.m. Hawaii Standard Time (HST)
Question & Answers: (Sections Schedule and Significant Dates and Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through HiePRO. Questions must be submitted by the question deadline date.
IFB Closing Date: (See Schedule and Significant Dates)	June 12, 2026
IFB Closing Time: (See Schedule and Significant Dates)	12:00 PM, Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Contract Execution and Term of Contract)	June 22, 2026 and end on June 21, 2027, with the possibility of an extension of four additional twelve-month periods.
<b>TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 2.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII.)</b>	

## SECTION ONE – INTRODUCTION

### 1.1 INTRODUCTION

The Third Judicial Circuit of the Judiciary, State of Hawai'i, is requesting competitive sealed bids from interested and qualified contractors to install a public, secure and reliable wireless internet (WiFi) network at the Hilo Courthouse. The Contractor shall be responsible for all costs associated with labor, materials, equipment, tools, and any other appurtenances necessary to complete the installation, configuration, and testing of the WiFi system in accordance with Judiciary requirements and applicable standards.

### 1.2 SCHEDULE AND SIGNIFICANT DATES

The significant dates for this project are as follows:

Deadline for Questions	June 5, 2026
Response to Written Questions	June 9, 2026
<b>BIDS DUE</b>	June 12, 2026
Tentative Contract Award Date	June, 2026
Tentative Contract Start Date	June 22, 2026

## SECTION TWO - SOLICITATION INFORMATION

### 2.1. GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Judiciary in accordance with the regulations and laws of the State of Hawai'i. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawai'i.

### 2.2. ELECTRONIC PROCUREMENT

The Judiciary has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

The Judiciary will use HlePRO to issue the IFB, receive Offers, and issue Addenda to the IFB. Addenda and the other information and materials shall be provided by the Judiciary through HlePRO, including additions or changes with respect to the dates in Schedule and Significant Dates. The Judiciary is not responsible for any delay or failure of any Offeror to receive any materials updated through the IFB Process on a timely basis.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the bid deadline. Offerors are advised that they should not wait until the last minute to submit their bid on HlePRO. Offerors should allow ample time to review their submitted bid, including attachments, prior to the bid deadline.

### 2.3. IFB ADDENDA

Changes to this IFB including but not limited to contractual terms and procurement requirements shall only be changed through formal written addenda issued by the Judiciary.

The Judiciary accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain IFB addenda or other information relating to the IFB.

#### **2.4. QUESTIONS REGARDING IFB CONTENTS**

If a Prospective Offeror believes that any provision of the IFB is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions regarding this solicitation through HlePRO on or before the deadline indicated in Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the IFB to which the question applies. The Judiciary will respond by the response date specified in Schedule and Significant Dates. The Judiciary may issue Addenda in response to written questions received regarding the IFB.

#### **2.5. ELECTRONIC SUBMISSION OF QUESTIONS**

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

#### **2.6. CANCELLATION OF PROCUREMENT AND BID REJECTION**

The Judiciary reserves the right to cancel this IFB and to reject any and all bids in whole or in part and waive any defects when it is determined to be in the best interest of the Judiciary, pursuant to HAR §3-122-96 thru HAR §3-122-97.

#### **2.7. FIRM OFFERS**

Responses to this IFB, including proposed prices and/or fees will be considered firm for 90 days from the bid due date.

#### **2.8. RIGHT TO ACCEPT ALL OR PORTION OF BIDS**

Unless otherwise specified in the solicitation, the Judiciary may accept any item or combination of items as specified in the solicitation or of any bid unless the Offeror expressly restricts an item or combination of items in its Bids and conditions its response on receiving all items for which it provided a bid. If the Offeror so restricts its Bid, the Judiciary may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Judiciary. The Judiciary may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation

**2.9. OWNERSHIP OF DISPOSITION OF BIDS AND OTHER MATERIALS SUBMITTED**

All costs incurred by the Offeror in preparing or submitting a bid shall be the Offeror's sole responsibility whether any award results from this IFB. The Judiciary shall not reimburse such costs. All bids become the property of the State of Hawaii.

**2.10. ADDITIONAL INFORMATION**

The Offeror shall provide additional information regarding aspects of an Offeror's Bid within five (5) business days of the Judiciary's request unless the Judiciary specifies another period. As noted, each Offeror shall submit only one Bid. If an Offeror submits more than one Bid, then the Judiciary reserves the right to reject and or dismiss the Offeror from the IFB Process.

**2.11. PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII**

A mandatory .75% (.0075) transaction fee is charged to the awarded Contractor(s) based on the awarded amount. HlePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Hawaii Information Consortium, LLC shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to Hawaii Information Consortium, LLC within thirty (30) days from receipt of invoice. Hawaii Information Consortium, LLC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

**END OF SECTION**

## SECTION THREE – SPECIFICATIONS

### 3.1. SCOPE

Work included in this contract shall consist of the installation, configuration, and testing of a secure wireless internet (WiFi) network throughout the Hilo Courthouse, including all necessary infrastructure, hardware, and system integration. The Offeror shall be responsible for all costs for labor, materials, tools, equipment, and other appurtenances necessary to complete the project in accordance with Judiciary specifications and industry standards.

### 3.2. DESCRIPTION OF WORK

#### 1.0 Courthouse WiFi Infrastructure

Install managed PoE++ Layer 2 switches, consisting of one switch per IDF across six IDFs, plus one MDF switch.

Install Category 6A plenum-rated cabling from IDFs to all wireless access point mounting locations. Deploy managed Wi-Fi 7 (802.11be) wireless access points throughout the courthouse to provide comprehensive indoor coverage. Coverage shall be ubiquitous across all interior spaces except designated excluded areas. Wi-Fi service shall be available in all courtrooms and throughout both public and staff areas, including lobbies, waiting areas, jury deliberation rooms, circulation spaces, and all conference rooms. Network design must account for high device density in large courtrooms, public corridors, the annex building, and first-floor open-plan work areas. Coverage is not required in mechanical rooms, electrical rooms, basements, elevators, stairwells, or any exterior locations, including parking areas.

Install and terminate fiber connections between the MDF and each of the six IDF locations.

Provide plenum-rated patch cords and labeled patch panel cabling for all wireless access points.

Provide labeled patch panels, cable management, and final rack organization in the MDF and IDFs.

Confirm final access point count and placement during pre-installation site survey and heatmapping analysis.

Include UPS backup (minimum standard Up time) in MDF and IDFs for network equipment protection (existing UPS backups can not be used).

#### 2.0 Network Security and Isolation

Install and configure a network security appliance isolating Wi-Fi from courthouse internal networks.

Configure a dedicated Wi-Fi VLAN with firewall rules preventing lateral movement to court systems.

Deploy an enterprise-grade captive portal with acceptable use policy, bandwidth throttling, and session timeouts.

Implement client isolation to prevent guest-to-guest communication on the open SSID.

Disable unused switch ports and secure administrative management interfaces (administrative hardening).

Implement automated configuration backup for firewall, switches, and wireless infrastructure.

#### 2.1 WiFi Network Separation and Security Boundary

The Wi-Fi environment shall be deployed as a fully isolated network infrastructure and shall not connect to, traverse, rely upon, or share any portion of the Hawaii Judiciary internal production network. Wireless services shall operate as a standalone guest access environment with separate security appliances, switching, addressing, VLAN structure, and internet access path as required for complete segregation from judiciary systems.

No routing, bridging, trust relationship, authentication dependency, management dependency, or lateral communication path shall exist between the Wi-Fi environment and any judiciary internal network, court system, or protected administrative resource.

The Wi-Fi design shall prevent any direct or indirect access from guest devices to judiciary systems, whether by wired infrastructure, wireless infrastructure, shared management plane, or shared logical network path.

Any monitoring, logging, reporting, or support functions related to the Wi-Fi environment shall be implemented in a manner that preserves complete separation from judiciary internal systems unless specifically approved through a separate secure interface or external reporting method.

The intent of this design is to provide a public access network that remains operationally and logically independent from judiciary infrastructure for security, compliance, and risk reduction purposes.

### 3.0 Wireless Deployment and Optimization

Conduct a pre-installation wireless site survey with heatmapping analysis for coverage areas.

Configure PoE power delivery with load-testing verification for all access points.

Perform post-installation wireless validation using heatmapping to confirm target coverage throughout all required coverage spaces.

Optimize AP channel and power settings for maximum capacity and minimal interference. Validate roaming performance and client distribution across access points.

Confirm final AP model selection based on coverage, density, and mounting conditions.

### 4.0 Network Management (Company Provided)

Deploy a centralized public Wi-Fi management dashboard, fully managed by the installing company. Configure LACP uplinks between IDF switches and the MDF aggregation switch for traffic redundancy. Judiciary will provide a separate 1 Gigabit Internet for this Wi-Fi network and will be responsible for installation and recurring monthly charges for this service.

Provide monthly managed Wi-Fi services by the installing company, including firmware updates and security patching; performance monitoring and optimization; usage reporting and analytics; helpdesk support and troubleshooting; and proactive network health monitoring.

Include automated alerting for switch, gateway, AP, uplink, environmental, and power events.

Courthouse staff will not be required to administer or manage the Wi-Fi environment.

### 5.0 Testing and Certification

Perform end-to-end connectivity testing from each IDF to wireless access points.

Perform PoE load testing verifying full AP capacity support.

Conduct fiber link certification testing with OTDR or equivalent documentation as required. Conduct Wi-Fi capacity testing for minimum supported user density per coverage area. Validate captive portal functionality, VLAN isolation, and guest client isolation.

Conduct final acceptance testing with courthouse facilities management.

### 6.0 Documentation

As-Built Documentation Package for Courthouse Records

Provide a network topology diagram showing Wi-Fi infrastructure.

Provide IDF and MDF rack elevations for network equipment.

Provide a VLAN configuration summary and IP addressing.

Provide wireless coverage heatmaps, pre-installation and post-installation.

Provide equipment inventory with serial numbers and warranty information.

Provide a captive portal user guide for public and staff use policy display only.  
Provide a backup copy of final configurations for courthouse records if requested.  
Provide a final labeling schedule for APs, patch panels, fiber links, and switch ports.

#### 7.0 Warranty and Support

Provide a comprehensive warranty with a 4-hour response SLA. The expectation is a 4-hour response SLA via phone or email, with hardware replacement completed at earliest business day (depending on availability of the hardware and technician).

Provide ongoing monthly managed service by the installing company, with no courthouse staff administration required.

Provide rapid hardware replacement support for failed critical network components (including spare hardware or defined replacement path).

Provide ongoing firmware, security, and health monitoring support under the managed services agreement.

#### 8.0 Project Management

Conduct a pre-installation site survey verifying IDF power and cooling for Wi-Fi equipment. Coordinate work scheduling to avoid disruptions in public areas. All work must be completed during Judiciary business hours, Monday through Friday, from 8:00 a.m. to 4:30 p.m. No work is permitted on holidays and weekends.

Conduct final acceptance testing with courthouse facilities management.

Provide project scheduling, installation coordination, and communication with courthouse personnel.

Provide change management for any major scope or design adjustments identified during deployment.

#### 9.0 Power Protection and Environmental Monitoring

Install rack-mounted UPS systems in MDF and IDF closets for the network equipment protection.

Provide runtime support for temporary power events where practical.

Monitor power status, UPS condition, and closet environmental conditions.

Configure alerting for overheating, power loss, or equipment closet environmental issues.

#### 10.0 Managed Services Term

Structure managed services under a clear 60-month support agreement, with the cost of the first year included in the bid.

Provide monthly service including monitoring, troubleshooting, firmware updates, optimization, reporting, and SLA response.

Conduct an annual review of system health, utilization trends, and upgrade recommendations.

Optional annual pricing adjustment language may be included for inflation, licensing, or expansion changes if required by contract structure.

#### 10.1 Equipment Licensing and Subscription Model

The proposed Wi-Fi hardware platform shall NOT require a mandatory annual renewable controller license, cloud license, or equipment subscription (such as Cisco Meraki-style systems) in order for the installed switching, gateway, and wireless infrastructure to remain operational.

This approach provides a long-term cost benefit by reducing recurring annual licensing obligations for the core Wi-Fi equipment platform.

Optional subscription-based services, enhanced security services, third-party filtering, advanced email protection, or other add-on security platforms may be evaluated separately in the future if desired by the Judiciary, but such services are not required for the base Wi-Fi infrastructure to operate. Any optional subscription services, if later selected, shall be presented as separate add-on costs and shall not be considered a required recurring license for the underlying Wi-Fi equipment itself.

### **3.3. SUMMARY OF RESPONSIBILITIES**

#### **A. Offeror's Responsibilities**

1. Install, configure, and test a secure public wireless (WiFi) network throughout designated areas of the Hilo Courthouse, including all required switches, cabling, access points, and security appliances.
2. The Offeror must provide to the Judiciary a detailed report of the completed installation, including: the total number of access points installed and activated, the total number of switches and fiber links in service, and confirmation that all designated public areas meet the agreed coverage and performance targets.

#### **B. Client's Responsibilities**

Upon satisfactory delivery of the secure public WiFi infrastructure installation, configuration, testing documentation, and as-built records, process payment to Offeror in accordance with Special Provisions and General Conditions.

**END OF SECTION**

## SECTION FOUR - SPECIAL PROVISIONS

### 4.1. SCOPE

Work included in this contract shall consist of the installation, configuration, testing, and managed services for a secure public WiFi infrastructure at the Hilo Courthouse, Third Judicial Circuit. All work shall be performed in accordance with these Special Provisions, the attached Specifications, and General Conditions and Procedural Requirements.

### 4.2. OFFICER-IN-CHARGE

Mr. Michal Popadic, IT Support Technician  
Third Circuit Court  
777 Kilauea Avenue  
Hilo, HI 96720  
Telephone: 808-961-7605  
Email: [Michal.Popadic@courts.hawaii.gov](mailto:Michal.Popadic@courts.hawaii.gov)

### 4.3. CONTRACT EXECUTION AND TERM OF CONTRACT

The Contractor shall enter into a contract for the installation, configuration, testing, and managed services of a secure public WiFi infrastructure at the Hilo Courthouse, Third Judicial Circuit. The term of the contract shall be for a period of twelve (12) months, beginning on June 22, 2026 and ending on June 21, 2027, unless otherwise approved by the Administrative Director.

Unless terminated, and subject to the availability of funds, the contract may be extended for four (4) additional twelve (12) month periods, without re-soliciting, upon mutual agreement in writing between the Judiciary and the Contractor at least forty-five (45) days prior to the end of the initial contract term. In the event this contract is extended beyond the initial contract term, all terms and conditions relating to the Contractor's obligations, as stipulated in these specifications, shall be in force. Contract price may be adjusted and negotiated and shall not increase more than 5% of the contract price. Contractor must provide proof of costs (documentation) associated with the courier services for any requested increase of more than 5%. Increases to contract are contingent upon approval by the Judiciary.

### 4.4. OFFEROR QUALIFICATION

#### A. Experience

Offeror must have at a minimum three (3) consecutive years of experience in the design, installation, configuration, and management of enterprise WiFi networks and infrastructure. The Offeror must be capable of completing courthouse-scale public WiFi projects including site surveys, network isolation, Wi-Fi 7 deployments, and managed services.

#### B. References

Offeror will list at least three (3) references, preferably government, educational, or institutional clients other than the Judiciary, for whom Offeror has performed WiFi infrastructure projects similar in nature and scope to services specified herein.

The Offeror shall perform the project as specified. The Judiciary reserves the right to contact any or all references provided to verify the Offeror's qualifications and past performance. The Judiciary also reserves the right to reject any bid submitted by an Offeror who has not performed WiFi installation or network infrastructure projects similar in nature and scope to the services required under this solicitation, or whose performance on other projects of this type has been found to be unsatisfactory.

- C. **Representative:** Offeror shall designate an authorized representative who will serve as the primary contact for the Judiciary throughout the duration of the project. The representative must be available during normal working hours and remain accessible by phone, email, or video conference for any requests, coordination, or concerns related to the installation, configuration, and testing of the WiFi network. The Offeror shall meet with Judiciary personnel as needed, either in person or virtually, and remain fully accountable and responsible for all project activities. **Failure by the Offeror to maintain consistent communication and responsiveness shall result in rejection of the bid or termination of the contract.**
- D. **Security:** Offeror shall ensure that all project activities are conducted safely and in compliance with Judiciary facility access protocols. While no sensitive data or confidential materials are involved in this project, the Offeror must ensure that only authorized personnel are permitted access to the courthouse during installation and testing. All workers shall adhere to courthouse security and identification requirements at all times and follow any instructions provided by Judiciary facility staff regarding restricted areas or safety procedures.

#### 4.5. OFFER PREPARATION

Any bid offering terms and conditions contradictory to those included herein shall be rejected without further consideration.

- A. **Legal Name.** Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.
- B. **Offer Price** Offer price shall include all costs required to furnish, install, and maintain a wireless Internet (WIFI) network for the Hilo Courthouse, Third Circuit Court, Judiciary, State of Hawaii, as outlined in these Specifications, including detailed make, model, and quantity. All costs shall include any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.
- C. **Proposal Guarantee.** A Proposal Guarantee is NOT required for this Bid Proposal.
- D. **Contract Bond.** A Contract Bond is not required for this project.
- E. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), 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 HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

#### 4.6. SUBMISSION OF OFFER

Offerors shall submit their Total Lump Sum Bid Price **THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HlePRO), and** attach scanned Section 5 "OFFER FORM" and other required documents as specified in this solicitation, **all no later than at the time and due date indicated on HlePRO, (<https://hiepro.ehawaii.gov/welcome.html>).**

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

#### **4.7. CONTRACT AWARD**

##### **A. Method of Award**

Award, if any, shall be made to the responsive and responsible Offeror submitting the lowest TOTAL BID AMOUNT to furnish, install and maintain a wireless internet (WIFI) network for the Third Circuit Court, Hilo Courthouse, Judiciary. Offeror must bid on all items to be considered for award.

##### **B. Responsibility of Contractor**

To be eligible for award, the apparent responsive low bidder recommended for contract award, if any, will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, worker's compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(C), Certificate in Good Standing (COGS) for entities doing business in the State of Hawai'i.

The Offeror may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance". The HCE provides current compliance status as of the issuance date. In order to meet compliance, the certificate must indicate "COMPLIANT". This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Offeror chooses not to enroll in HCE, paper certificates are required.

##### **C. Timely Submission of Certificate**

The above certificate should be applied for and submitted to the Judiciary upon notification of intent to award. 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.

**D. Final Payment Requirement**

Final payment under this Agreement shall be made pursuant to HRS § 103-53 upon CONTRACTOR'S compliance through Hawaii Compliance Express or, submittal of tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

**E. Insurance**

The Contractor shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

- a. Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b. Automobile Insurance in the amount of \$1,000,000.00 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.
- c. Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

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 Hawai'i is added as an additional insured as respects to operations performed for The Judiciary, State of Hawai'i (if available).
- b. It is agreed that any insurance maintained by The Judiciary, State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

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

#### **4.8. JOINT CONTRACTORS**

Offeror may subcontract portions of this project with prior written approval from the Officer-in-Charge. Offeror shall remain the Primary Contractor and be fully liable and responsible for all work performed under this project, including any subcontracted services.

##### **A. Quantity**

Quantities are estimates and actual quantities may be more or less, however, should there be a need to increase or decrease the total quantity prior to the initial scanning, the price per set shall be the same as or less than the quoted price. Price for quantities ordered thereafter during the remainder of the contract period may be negotiated with Contractor.

#### **4.9. INSPECTIONS**

All work done and all materials furnished shall be subject to inspection and approval by the Officer-in Charge or a representative of the Judiciary so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. The Officer-in-Charge may require additional information as necessary.

#### **4.10. INVOICING AND PAYMENT**

Contractor shall submit an original detailed invoice to the Third Judicial Circuit Court. Invoice to be sent to:

Third Judicial Circuit  
Fiscal Office  
777 Kilauea Avenue  
Hilo, HI 96720

##### **A. Schedule of Payments**

Payment shall be made to the Contractor at the contracted price upon certification by the Officer-in-Charge or his designee that the Contractor has satisfactorily performed the required services as evidenced by receipt of documents detailing performance of service and reported discrepancies and corrective action: invoices shall contain a description of the work done, the amount and purchase order number authorizing the work.

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

The Judiciary will not recognize any requirement established by the Contractor 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. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period.

#### **4.11. OTHER SPECIAL PROVISIONS**

##### **4.11.1 Termination for**

###### **Cause IF THE CONTRACTOR:**

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
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.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
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 prosecution of the work or services out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

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

#### **4.11.2 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 FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

#### **4.11.3 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 Officer-in-Charge with the approval of the Financial Services Director, or the interpretation made by the Financial Services Director, shall govern and control. In addition, the parties hereto agree that said Financial Services Director, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

#### **4.11.4 Conflicts and Variations**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

#### **4.11.5 Sequential Completion Required**

##### **Phase 1: Cabling Infrastructure (Required Completion Prior to Phase 2)**

Work shall consist of comprehensive cabling installation including Category 6A plenum-rated cabling from all six IDFs to designated wireless access point mounting locations, fiber optic connections between MDF and IDFs, plenum-rated patch cords, labeled patch panels, cable management infrastructure, and rack organization in MDF/IDFs. Phase 1 shall be completed, tested, and accepted by the Judiciary prior to commencement of Phase 2.

##### **Phase 2: Wireless Network Deployment (Required Completion Prior to Phase 3)**

Work shall consist of installation and configuration of managed PoE++ Layer 2 switches (one per IDF + MDF switch), Wi-Fi 7 (802.11be) access points throughout public areas/lobbies/waiting rooms, network security appliance with dedicated Public Wi-Fi VLAN isolation, enterprise captive portal, client isolation, UPS backup systems, and centralized management platform configuration with LACP uplinks. Phase 2 shall be completed, tested, and accepted by the Judiciary prior to commencement of Phase 3.

##### **Phase 3: Testing, Certification, and Managed Services (Final Project Completion)**

Work shall consist of pre/post-installation wireless site survey with heatmapping validation, end-to-end connectivity testing, PoE/fiber/capacity testing, final acceptance testing with courthouse facilities management, delivery of complete as-built documentation package (topology diagrams, heatmaps, configurations), plus 60-month managed services agreement including monitoring, firmware updates, security patching, usage reporting, and 4-hour SLA support. Phase 3 completion constitutes final project acceptance and triggers final payment.

END OF SECTION

**SECTION FIVE - OFFER FORM**

**INVITATION FOR BIDS NO J26373**

**TO FURNISH, INSTALL AND MAINTAIN A WIRELESS INTERNET (WIFI) NETWORK FOR THE HILO COURTHOUSE, THIRD CIRCUIT COURT, THE JUDICIARY, STATE OF HAWAI'I**

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

Honolulu, Hawai'i

\_\_\_\_\_, 20\_\_\_\_

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

Dear Financial Services Director:

The following offer is made to provide the goods and service indicated in the following proposal schedule to the Judiciary, State of Hawai'i, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated October 2023 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

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 FURNISH, INSTALL AND MAINTAIN A WIRELESS INTERNET (WIFI) NETWORK FOR THE HILO COURTHOUSE, THIRD CIRCUIT COURT, THE JUDICIARY, STATE OF HAWAII in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated October 2023 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The undersigned represents: (Check  one only)

A **Hawai'i Business** incorporated or organized under the State of Hawai'i; **OR**

A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i and has a separate branch or division in the State that is capable of fully performing under the contract.

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

Offeror is:

Sole Proprietor     Partnership     Corporation     Joint Venture     Other

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

Federal I.D. No. \_\_\_\_\_

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

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

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

Business address (**Hawai'i street address**): \_\_\_\_\_

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

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

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

Respectfully submitted,

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

(x) \_\_\_\_\_  
Authorized Original Signature

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

\_\_\_\_\_  
Name and Title (Please Print)

The following proposal is hereby submitted for all of the work listed below, FURNISH, INSTALL AND MAINTAIN A WIRELESS INTERNET (WIFI) NETWORK for the Hilo Courthouse, Third Circuit Court, The Judiciary, State of Hawaii.

**I. WIRELESS INTERNET (WIFI) NETWORK)**

A. Furnish, install and maintain a WIFI network

	<b>PHASES OF PROJECT (For description of Phases, see Section 4.11 Other Special Provisions, 4.11.5 Sequential Completion Required)</b>	<b>BID PRICE</b>
Phase 1	Cabling Infrastructure	\$
Phase 2	Wireless Network Deployment	\$
Phase 3	Testing and Certification	\$
	Annual Cost of Managed Services: 1 <sup>st</sup> year	\$
	<b>Total Bid Price**</b>	\$

Bid Amount shall include all applicable taxes and expenses required to fulfill the terms and conditions of this proposal. **Total Bid Price shall be entered as the HlePRO bid amount.**

**\*\* Total Bid** should agree with the bid amount shown on page 1 of the Bid Offer Form and shall include all applicable TAXES and ANY OTHER COSTS. If there is a discrepancy in the prices submitted, the bid price per phase will prevail.

**II. ADDITIONAL INFORMATION**

A. REFERENCES

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

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished file folders and performed or is currently performing services that are similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company/Agency & Contact	Address	Phone/Fax/ Email