

INVITATION FOR BIDS
NO. J11134

TO PROVIDE
INSTALLATION AND RECURRING
COSTS FOR WIDE AREA NETWORK
CONNECTIVITY TO
THE JUDICIARY,
STATE OF HAWAII

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

January 12, 2011

NOTICE TO OFFERORS

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

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.state.hi.us

Provide the following information:

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

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII
INVITATION FOR BIDS NO. J11134

January 12, 2011

Sealed Offers TO PROVIDE INSTALLATION AND RECURRING COSTS FOR WIDE AREA NETWORK CONNECTIVITY TO THE JUDICIARY, STATE OF HAWAII, will be received at:

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

up to and will be **opened at February 17, 2011, 2:00 P.M. HST,**

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

The Judiciary will conduct a Vendors Meeting on January 24, 2011, 2:00 p.m. in the Information Technology and Communications Division, 1111 Alakea St., 9th Floor, Honolulu, HI.

Questions relating to the technical aspects of this Invitation For Bid may be directed to Richard Murakami of the Judiciary Information Technology and Communications Division at (808) 538-5314, FAX (808) 538-5377, email richard.h.murakami@courts.state.hi.us ; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email jonathan.h.wong@courts.state.hi.us.

Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: January 12, 2011)

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CONNECTIVITY TO THE JUDICIARY, STATE OF HAWAII**

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**INVITATION FOR BIDS NO. J11134
TO PROVIDE INSTALLATION AND RECURRING COSTS FOR WIDE AREA NETWORK
CONNECTIVITY TO THE JUDICIARY, STATE OF HAWAII**

SECTION ONE - INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION AND BACKGROUND

The Judiciary, State of Hawaii invites your company to submit a written bid to Provide Installation and Recurring Costs For Wide Area Network Connectivity to the staff of its Information Technology & Communications Division (ITCD), Telecommunication Services Branch.

ITCD is a central agency responsible for servicing the information technology needs of the Judiciary - State of Hawaii. The statewide court system includes the islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai with multiple sites on the majority of them. The supported applications range from basic office automation functions like word processing, e-mail, and electronic spreadsheets, to large, complex case management systems. The computer hardware required to run these applications also falls under the purview of ITCD and is equally diverse with hardware platforms running the gamut from mainframe to mini to microcomputer workstations and servers.

The division maintains a helpdesk to support end users and also has the responsibility for ensuring the on-going, day-to-day operations of the computer hardware required to run the various applications. This includes the underlying telecommunications network. The division also provides software modification and maintenance services for the larger, centralized applications systems.

The Telecommunication Services Branch handles the telecommunications portion of the division's responsibilities. In addition to the consultation, installation, and maintenance services for the Wide and Local Area Networks, network cabling, traditional data processing services, the branch provides similar services for the Judiciary's Cisco Call Manager telephone system.

1.2 SIGNIFICANT DATES

Advertisement	January 12, 2011
Vendors Meeting	2:00 p.m., HST, January 24, 2011 1111 Alakea Street 9 th Floor, ITCD Conference Room
Site Surveys	January 25, 2011 thru February 3, 2011
Deadline for Questions	February 7, 2011
Response to Written Questions	February 10, 2011
OFFERS DUE	2:00 p.m. HST, February 17, 2011
Tentative Notice of Award	February 23, 2011
Tentative Notice to Proceed	March 1, 2011
Cutover/Go-Live Date	July 1, 2011

END OF SECTION ONE

SECTION TWO - SPECIFICATIONS

2.1 GENERAL INFORMATION

- 2.1.1 This Invitation for Bids (IFB) solicits offers from vendors for providing installation and recurring costs for a MUX DS3/T1 wide area network connectivity for Judiciary’s voice/data/video network statewide as specified by the Information Technology and Communications Division (ITCD) of the Judiciary, State of Hawaii to create a price list for all Judiciary programs to utilize.
- 2.1.2 Currently, the Judiciary’s wide area network is comprised of a Hawaiian Telcom MUX DS3 wide area network statewide. Two DS3 are located in our centralized network operations center (NOC) located at 1111 Alakea Street 1st Floor, Honolulu, HI. All remote sites listed below are connected via T1 circuits.
- 2.1.3 The estimated amount of T1 lines and MUX DS3.

Item Number	Site Address	Existing Service	Estimated Quantities Of New T1 Circuits
1	Kauikeaouli Hale 1111 Alakea Street 1 st Floor Honolulu, Hawaii 96813	Two Hawaiian Telcom DS3. This is the Judiciary’s centralized voice/data/video network operations center (NOC).	0 T1 *Two MUX DS3 will be installed in our NOC.
2	ADLRO 2875 S. King Street Honolulu, Hawaii 96826	Hawaiian Telcom T1	1
3	CJC Oahu 3019 Pali Highway Honolulu, Hawaii 96813	Hawaiian Telcom T1	1
4	OPG 345 Queen Street S.808 Honolulu, Hawaii 96813	Hawaiian Telcom T1	1
5	Driver’s Education 1001 Bishop Street S.555 Honolulu, Hawaii 96813	Hawaiian Telcom T1.	1
6	Home Maluhia 902 Alder Street Honolulu, Hawaii 96814	Hawaiian Telcom T1	1
7	Abner Paki Hale 45-939 Pookela Street Kaneohe, Hawaii 96744	Hawaiian Telcom T1	1
8	Ewa District Court 870 Fourth Street Pearl City, Hawaii 96782	Hawaiian Telcom T1	1

9	Wahiawa District Court 1034 Kilani Avenue Wahiawa, Hawaii 96786	Hawaiian Telcom T1	1
10	Records Management 1624 Hart Street Honolulu, Hawaii 96817	Hawaiian Telcom T1	1
11	Ronald T.Y. Moon Judiciary Complex 4675 Kapolei Parkway Kapolei, Hawaii 96707	Hawaiian Telcom T1	1
12	Hoapili Hale 2145 Main Street Wailuku, Maui, Hawaii 96793	Hawaiian Telcom T1	1
13	Maui ACS 2050 Main Street 2 nd Flr Wailuku, Maui, Hawaii 96793	Hawaiian Telcom T1	1
14	Maui Drug Court 2200 Main Street S.101 Wailuku, Maui, Hawaii 96793	NEW SITE; New T1	1
15	Lahaina District Court 1870 Honoapiilani Highway Lahaina, Maui, Hawaii 96761	Hawaiian Telcom T1	1
16	CJC Maui 1773 Wili Pa Loop Wailuku, Maui, Hawaii 96793	Hawaiian Telcom T1	1
17	Hale Kaulike 777 Kilauea Avenue Hilo, Hawaii 96720	Hawaiian Telcom T1	1
18	Keakealani Building 79-1020 Haukapili Street Kealahou, Hawaii 96750	Hawaiian Telcom T1	1
19	Lenders Document Service Building 77-6399 Nalani Street Kailua Kona, Hawaii 96740	Hawaiian Telcom T1	1
20	Carter Professional Center 65-1230 Mamalahoa Kamuela, Hawaii 96750	Hawaiian Telcom T1	1
21	Kona Drug Court 81-940 Halekii Street Kealahou, Hawaii 96740	Hawaiian Telcom T1	1

22	Kona Drivers Ed 81-980 Halekii Street Kealahou, Hawaii 96740	Hawaiian Telcom T1	1
23	Waimea Civic Center at Kamuela 67-5187 Kamamalu Street Kamuela, Hawaii 96743	Hawaiian Telcom T1	1
24	CJC Hilo 1290 Kinoole Street Hilo, Hawaii 96720	Hawaiian Telcom T1	1
25	CJC Kona 77-6403 Nalani Street Kailua Kona, Hawaii 96740	Hawaiian Telcom T1	1
26	Puuhonua Kaulike 3970 Kaana Street Lihue, Kauai, Hawaii 96766	Hawaiian Telcom T1	1
27	CJC Kauai 4473 Pahee Street Lihue, Hawaii 96766	Hawaiian Telcom T1	1
28	Molokai District Court 55 Makaena Street Kaunakakai, Molokai, Hawaii 96748	Hawaiian Telcom T1	1
29	Molokai ACS 109 Ala Malama Street Building D Kaunakakai, Molokai, Hawaii 96748	Hawaiian Telcom T1	1
30	Lanai District Court 730 Lanai Avenue Suite 131 Lanai City, Hawaii 96763	Hawaiian Telcom T1	1
31	Kau Division 95-5669 Mamalahoa Highway, Naalehu, HI 96772	Hawaiian Telcom T1	1
32	North Kohala Division 54-3900 Kapaa Road Kapaa, HI 96755	Hawaiian Telcom T1	1
33	Honokaa Division 45-3362 Mamane Street Honokaa, HI 96727	Hawaiian Telcom T1	1

- 2.1.4 Although there are thirty-three (33) sites listed, the Judiciary may at it's own discretion open new or relocate programs to create additional or reduce sites which may require wide area connectivity. All existing and new sites will be covered by this invitation for bid (IFB). Future sites are Kona Judiciary Complex and Kapolei Administration Building. Additionally, the Judiciary may at it's own discretion cut programs or close sites which will reduce the amount of wide area connections.
- 2.1.5 The Judiciary may at it's own discretion close any listed site. There will be no termination liability agreement (TLA). There shall be no penalties for termination of service.
- 2.1.6 Depending on the provided costs of each T1 per site, the Judiciary may or may not choose to have a T1 installed.
- 2.1.7 The Judiciary's normal business hours are from 7:45 am to 4:30 pm, Hawaii Standard Time, Monday thru Friday, except for State Holidays and Furlough days. The awarded vendors work hours shall follow the Judiciary's work hours. After hours work will have to be arranged with the officer-in charge (OIC) or his designee.
- 2.1.8 Site inspections are welcomed. Please make arrangements with the officer-in-charge (OIC).
- 2.1.9 **The existing T1s are on Hawaiian Telcom contract J08190. The contract will expire on June 30, 2011, therefore, switching to the awarded vendor's MUX DS3 and T1s must occur by July 1, 2011. The awarded vendor's billing will start on July 1, 2011.**

2.2 TECHNICAL SPECIFICATIONS

- 2.2.1 All T1 lines are to be configured for B8ZS and ESF.
- 2.2.2 The T1's shall connect to a customer provided Cisco routers at each of the possible thirty-one sites which may be converted.
- 2.2.3 The two MUX DS3 shall connect to a customer provided Cisco core switch located at our NOC.

2.3 GENERAL REQUIREMENTS

- 2.3.1 The awarded vendor shall show all qualifications to provide MUX DS3 wide area network to the officer-in-charge (OIC). At the time of bidding, the vendor shall have a minimum of three (3) years experience installing and maintaining a similar wide area network.
- 2.3.2 The awarded vendor shall furnish all equipment, materials, **uninterruptible power supplies (if local electrical power is required)**, labor, tools, transportation, and supervision required for on-site installation services. The contractor shall perform all work in accordance with industry standards and follow manufacturer's guidelines.
- 2.3.3 **The awarded vendor shall be capable of performing installations and maintenance services at all Judiciary locations statewide (Oahu, Maui, Big Island, Kauai, Molokai, and Lanai). A MUX DS3/T1 implementation plan to show completion of installation by July 1, 2011 shall be provided to and approved by the OIC before any installation occurs. The awarded vendor's billing will start on July 1, 2011.**

2.3.4 The awarded vendor shall designate a project manager responsible for installation, coordination, testing, and acceptance of all work performed under this IFB. The project manager shall have technical and operational decision making authority.

The project manager shall have monthly and as needed meetings with the Officer-in-Charge (OIC) and his staff. The project manager shall furnish a summary report with status of all contracted installations and/or services as requested by the OIC.

2.3.5 The awarded vendor shall be able to handle multiple projects simultaneously. Prompt response to requests for quotations, project planning, and scheduling is mandatory.

2.3.6 The awarded vendor shall have a toll free 1-800 number for reporting trouble calls.

2.3.7 The awarded vendor shall have a 7 day x 24 hour x 365 days trouble call center.

2.3.8 Problems reported to the trouble call center shall be responded to within thirty minutes.

2.3.9 If the problem reported to the trouble call center cannot be resolved within sixty minutes from time of the reported trouble, the trouble call center will contact (preferably by email) the Judiciary's OIC with a detailed technical statement of the problem and time frame of the resolution.

The trouble call center shall contact the OIC every hour thereafter to provide resolution updates until final resolution.

END OF SECTION TWO

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract for the wide area network connectivity as specified herein shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

3.2 OFFICER-IN-CHARGE

For the purposes of this contract, Richard Murakami, telephone (808) 538-5314, and email: richard.h.murakami@courts.state.hi.us is designated Officer-in-Charge (OIC).

3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the period commencing on July 1, 2011 to June 30, 2012.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for three (3) additional twelve month periods without rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration. The three additional twelve month periods are July 1, 2012 to June 30, 2013; July 1, 2013 to June 30, 2014; and July 1, 2014 to June 30, 2015.

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

The contract shall not have any termination liability agreement (TLA). There shall be no penalties for termination of service.

3.4 OFFER PREPARATION

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

3.4.1 Legal Name. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

3.4.2 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.

3.4.3 Wage Certificate. Pursuant to Procedural Requirements Section 3.8, the Wage Certificate is attached to the Offer Form.

3.4.3 Additional Information. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives.

3.4.4 Proposal Guaranty. A Proposal Guaranty is NOT required for this IFB.

- 3.4.5 Tax Clearance. See General Conditions and Section 3.8 Award for instructions. For sealed offer submittal purposes, your tax clearance must be valid on the solicitation's legal ad date or any date thereafter, up to the offer due date. A valid tax clearance certificate received with the offer will remain valid for the contract award.
- 3.4.6 Tax Liability. For information and assistance in determining tax liability under this solicitation, Offerors may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.
- 3.4.7 Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4% or 4.5%*, and the applicable use tax, currently ½%, resulting from this solicitation. (**Note: The 4.5% GET rate applies to sales made on Oahu only; the 4% GET rate affects the other islands of Hawaii. See State of Hawaii Dept. of Taxation website for further clarification: http://www.hawaii.gov/tax/a2_b2_7csurchg.htm)*
- 3.4.8 Tax-Exempt Vendors. If an Offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.9 Taxpayer Preference. For evaluation purposes, pursuant to Sec. 103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

3.5 WRITTEN INQUIRIES

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

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

Fax: (808) 538-5802, or [email:jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

Offeror may provide its express mail service account number or FAX number so that responses may be sent to offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for offeror's late receipt of responses to written questions due to carrier delays.

3.6 SUBMISSION OF OFFERS

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

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

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

Offers on CD. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD (3copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Significant Dates section of this RFP.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via Email or FAX.

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

3.7 OFFEROR QUALIFICATION

3.7.1 Experience: At the time of offer and throughout the contract period, offeror shall have an established place of business located in Hawaii and be fully qualified to service the installed Judiciary's wide area network, shall have available trained technicians to install and maintain the Judiciary's wide area network. Offeror and subcontractors shall have a minimum of three (3) years experience with installing and maintaining a similar wide area network as described in this IFB.

3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, preferably within the state of Hawaii, for which the offeror has provided a wide area network as specified in this IFB. 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 maintained and/or installed of the types of wide area network as specified in this IFB and performed services that is similar in nature to services required in this IFB or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)

3.7.3 Local Representative. Offeror shall have and identify a local representative (in Hawaii) in

order to qualify for award. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or network connectivity problems. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the installation and maintenance of the wide area network as specified in this IFB for the duration of the contract period. Failure on the part of the Offeror to meet this requirement shall result in rejection of Offer.

3.8 AWARD

- 3.8.1 Method of Award. Award, if any, will be made to the responsive and responsible offeror submitting the lowest TOTAL BID PRICE. Offerors must submit a bid for both the installation and recurring costs in order to be considered for award.
- 3.8.2. HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:
<http://www.state.hi.us/tax/2006/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

- 3.8.3. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> 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.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR. and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

- 3.8.4. Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

- 3.8.5. Hawaii Compliance Express. Alternatively, instead of separately applying for these certificates at the various state agencies, vendors 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/hce/splash/welcome.html> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment**. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the 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 upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

3.9 CONTRACT EXECUTION AND EXTENSION

- 3.9.1 Execution: The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The following documents are required for award of a contract: An original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation and Internal Revenue Service, Certificate of Compliance issued by the Department of Labor, and Certificate in Good Standing issued by the Department of Commerce and Consumer Affairs. 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 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 requirement must be rebid. All contract extensions are subject to the availability of funds.

3.10 CONTRACT BOND

Contract Bond is NOT required for this contract.

3.11 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.

3.12 PRICING INFORMATION AND ADJUSTMENTS

3.12.1 No price increase will be allowed during the initial 12(twelve) month period and additional 3 (three) 12 (twelve) month extensions of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

3.12.2 Price escalation:

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

3.13 INVOICING

Contractor shall submit an invoice after completion of a project or moves/add/change (mac) order to the specified fiscal office designated on the purchase order. The components and services will be delivered to the specified location designated on the purchase order.

3.14 PAYMENT

Section 103-10, HRS, 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, HRS, 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.

3.15 CONTRACT STAFFING REQUIREMENTS

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

Personnel changes that are not approved by the OIC may be grounds for contract termination.

The Judiciary shall have the right, and the Contractor will comply with, any request to remove personnel from all work on this project effective immediately upon notification by the OIC.

3.16 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 judgement 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 the 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 off set 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.

3.17 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the vendor 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 vendor.

3.18 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, 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.

3.19 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge 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.

3.20 CONFLICTS AND VARIATIONS

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

END OF SECTION