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February 10, 2011

MEMORANDUM

TO WHOM IT MAY CONCERN

FROM: Janell Kim
Financial Services Administrator

SUBJECT: **ADDENDUM NO. 1**, INVITATION FOR BIDS NO. J11134
TO PROVIDE INSTALLATION AND RECURRING COSTS
FOR WIDE AREA NETWORK CONNECTIVITY TO
THE JUDICIARY, STATE OF HAWAII

Transmitted herewith is IFB J11134, Addendum No. 1 for your review. Questions relating to the technical aspects of this IFB or Addendum may be directed to Richard Murakami of the Judiciary Telecommunications & Information Services Division, at (808) 538-5314 or FAX (808) 538-5377 or Email richard.m.murakami@courts.state.hi.us; other questions may be directed to Jonathan Wong in the Contract & Purchasing Office at (808) 538-5805 or FAX (808) 538-5802 or Email jonathan.h.wong@courts.state.hi.us.

REQUEST FOR PROPOSALS NO. J11134

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

ADDENDUM NO. 1

February 10, 2011

A. The following questions were submitted and are being answered in accordance with this IFB:

1. **Question:** Regarding item 3.12 Pricing Information and Adjustments under Section 3 Special Provisions. The scope for this is very broad and for Tariff Items/Products we will need to comply with the Tariff. (Our company) plans to offer best price and we do not anticipate any changes during the term of the contract however we will need to comply with Tariff where applicable. Is this Question acceptable based on the terms of this section?

Answer: Applicable increases and decreases to the Tariffs should be brought to the attention of the officer in charge (OIC) and to the Contracts & Purchasing Office. This is acceptable.

2. **Question:** Regarding item 3.15 Contract Staffing Requirements under Section 3 Special Provisions. (Our company) can adhere to this specification however if an employee chooses to leave our employment we do not have control to retain them for approval by the Judiciary. Per this clause this would be grounds for contract termination. (Our company) will be happy to work with the Judiciary to provide notice of any changes to account support and obtain necessary approval. Will we be able to qualify this statement by limiting it to the time period up until installation of the network? After that, personnel changes would be at our discretion since it will not affect the project and we would still work with the Judiciary to inform them of any changes. Please provide us clarification on this item.

Answer: The OIC acknowledges that if the awarded vendors appointed staff terminates his/her employment during the contract period, this section does not apply. Staffing changes for contract requirements can be done at any time, so long as the OIC is assured of having professional/qualified replacement and will be able to help select from the pool of contemplated appointees. There shall not be a "revolving door" of unprofessional/unqualified staff changes.

3. **Question:** Item 3.17 Liquidated Damages under Section 3 Special Provisions. Can you please clarify if liquidated damages will be calculated by circuit or for the total project?

Answer: Liquidated damages will be calculated for each of the 33 Judiciary sites which are not completed by the go live/cutover date.

4. **Question:** Do you have a specific Cisco T1 that is required for all sites?

Answer: A T1 is data circuit which runs at 1.544 MBS line rate shall be installed at each of the specified 32 Judiciary sites and future sites.

5. **Question:** 2.1.3 Item 1 Estimated Quantities Of New T1 Circuits:"*Two MUX DS3 will be installed in our NOC." Does the asterisk indicate special conditions or a change in the existing location of the Cisco Core Router? If so, what is the route distance from the production network BNC interface and the Core interface?

Answer: No. The route distance from the production network BNC interface and Core interface depends on where you install your DS3 cabinet.

6. **Question:** Does sufficient cabling exist to support 2 additional DS3 circuits?

Answer: Currently, there are two vendors who has DS3 cabinets in our NOC. Please arrange a NOC site visit for your DS3 cabinet installation location.

7. **Question:** Does the OIC require a DSX-3, test access point to allow passive or intrusive monitoring of the DS3, prior to the Core Interface?

Answer: No.

8. **Question:** What are the Test and Acceptance Requirements for the multiplexed DS3 circuits and embedded T1 riders.

Answer: The awarded vendor will provide their test and acceptance proposal for a functional WAN.

9. **Question:** Will the new Maui Drug Court location have the required cabling to support extension of T1 demarcation to the determined equipment location?

Answer: The Maui Drug Court location has an existing building entrance cable from the local telephone company. The awarded vendor shall install the demarcation cable and jack in the Maui Drug Court designated area for the MDF.

10. **Question:** Can the nearest Working Telephone Number (Hawaiian Telcom Landline) and Site Contact be provided for each site?

Answer: The nearest working telephone number and site contact can be provided to the awarded vendor.

11. **Question:** 2.1.4 Will the future Kona and Kapolei locations have the required cabling to support extension of T1 demarcation to the determined equipment location/server room or will the vendor be responsible to engineer, furnish and install building infrastructure between the Minimum Point of Entry to the Cisco Router, per 2.3.2?

Answer: At both future locations, the Judiciary will request to have a building entrance cable installed in the MDF area by the local telephone company. The T1 demarcation point will be in the same room.

12. **Question:** 2.1.6 - Where it states that the judiciary maintains the right not to install a T1, would this mean disconnecting existing service to the selected location(s) and/or continuing to use the existing services and NOT put those locations on the new point to point WAN network?

Answer: This means where the site T1 costs are exorbitant and unaffordable to the Judiciary, those T1 sites will not be installed until funds become available.

13. **Question:** 2.3.2 Does the service provider need to provide timing/clock sync across the circuits? Or will judiciary provide the master clock for the network?

Answer: The awarded vendor shall provide the the master timing/clock for the network.

14. **Question: 3.16 & 3.17 Termination for Cause.** Should selected vendor encounter a lack of facilities issue that is determined preexisting and jeopardizes the installation schedule in excess of the 10 day grace period allowed within 3.16.9, will the OIC consider granting relief from the Liquid Damages 3.17?

Answer: The awarded vendor shall provide an implementation plan for all designated sites to be cutover/go live by July 1, 2011. If a lack of facilities issue is determined pre-existing, section 3.16.9 does not apply unless the awarded vendor is the cause of the delay and the Judiciary intends on terminating contract with the awarded vendor. The OIC will consider granting relief from the Liquidated Damages 3.17, if the awarded vendor is not the cause of delay and vigorously pursues resolution of the cause.

15. **Question: General Questions** - Do the embedded T1 circuits require TSP, Telecom Service Priority for restoration?

Answer: TSP is not required. The awarded vendor may provide TSP at no additional costs to the Judiciary.

16. **Question: General Question** - Is the vendor required to document the Channel Facility Assignments and maintain a record of the embedded T1 circuits?

Answer: The awarded vendor shall document and maintain records of all installed circuits.