

Invitation for Bids No. J12199

To Provide A Video Conference Systems Price List 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.

October 27, 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 facsimile 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

Facsimile No: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.hawaii.gov

Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- Facsimile 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. J12199
October 27, 2011

Competitive sealed bids TO PROVIDE A VIDEO CONFERENCE SYSTEMS PRICE LIST TO THE JUDICIARY, STATE OF HAWAII, will be received at:

The Judiciary, State of Hawaii
1111 Alakea Street, Sixth Floor
Kauikaouli Hale
Financial Services Division
Honolulu, Hawaii 96813-2807

and **will be opened on Thursday, November 17, 2011 at 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 offers must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information" and "Business with the Judiciary" and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Invitation for Bids may be directed to Richard H. Murakami at (808) 538-5314, email Richard.H.Murakami@courts.hawaii.gov; other questions may be directed to Jonathan H. Wong in the Contracts & Purchasing Office, at (808) 538-5805, facsimile (808) 538-5802, e-mail Jonathan.H.Wong@courts.hawaii.gov.

Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: October 27, 2011)

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SECTION ONE – SPECIFICATIONS

1.1 Scope. Work in this contract shall consist of furnishing and delivering video conference systems and support to the Judiciary, State of Hawaii. This Invitation for Bids is restricted to Polycom, LifeSize, and Cisco/Tandberg systems only; no other systems will be accepted. Contractor shall be responsible for all costs of labor, tools, equipment and other appurtenances necessary to provide equipment and services.

The estimated quantity of systems which may be purchased is twenty-two. The quantity is not a guarantee of purchase but just an estimate. Qualified bidders may submit a bid on one brand, two brands, or all three brands of systems. Multiple vendor awards may result from this IFB based on the lowest responsive, responsible bids submitted for each brand system.

A Judiciary price list will be created using the bids from the awarded vendor(s) for each brand system.

1.2 Specifications. The system’s electronic circuitry shall be of current solid state design. All power supplies shall be UL listed. **Offerors shall bid only on Polycom, LifeSize and/or Cisco/Tandberg systems** and they must meet or exceed the following specifications for each item.

A. Polycom Video Conference System

ITEM NO.	QTY	PART NO.	DESCRIPTION
A1	1	Polycom 7200-26790-001	Polycom HDX Media Center 7000-720 1PT50. HDX 7200-23130-001, HDX Media Center Pedestal with 1-50” 1080p plasma display, 1 soundbar, EagleEye HD camera mount, cable bundle, order casters separately, (Maintenance Contract Required). Shipping and handling included.
A2	1	Polycom 4870-00422-206	Polycom Premier 24X7, One Year, HDX Media Center 7000 series with One Display. Shipping included.
A3	1	Polycom 5150-23912-001	Polycom HDX MPPlus Multipoint Software Option License. Allows for 4 site MP video calls. Available for HDX systems (4000, 7000, 8000, and 9000 Series). Shipping included.
A4	1	Polycom 2215-26690-001	Polycom Quad BRI Module for HDX Series. Includes four ISDN 20ft/6m cables (with clear connectors) and HDX external peripheral interface box. Shipping included.
A5	1	Polycom Contractor On-Site Installation	The awarded Polycom Contractor installation cost for 1 system installation. Customer Option. Installation site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.
A6	1	Polycom Contractor On-Site Users Training	The awarded Polycom Contractor users training for 1 system. Customer Option. Training site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.

B. LifeSize Video Conference System

ITEM NO.	QTY	PART NO.	DESCRIPTION
B1	1	LifeSize 1000-0000-1117	LifeSize Team 200 with 4x Camera. Four way calling, dual mic pod, 4x HD camera, Codec, remote, content sharing. Shipping included.
B2	1	VFI Package A	VFI C2736+ PM-S. Roll About Cart for Single Display up to 50". Shipping included.
B3	1	LifeSize 1000-0000-0003	LifeSize Networker. Replaces Quad BRI. Shipping included.
B4	1	LifeSize 1000-0008-0128	LifeSize Networker Power Supply. Shipping included.
B5	1	Sharp LC42D69U	Sharp 42" LCD 1080p Monitor. Shipping included.
B6	1	LifeSize 1000-2100-1117	LifeSize required one year LifeSize Assurance Service Team 220. Advance replacement of failed parts, upgrades and helpdesk.
B7	1	LifeSize 1000-21EO-0103	LifeSize required one year Lifesize Assurance Service Networker. Advance replacement of failed parts, upgrades, and helpdesk.
B8		LifeSize Contractor On-Site Installation	The awarded LifeSize Contractor installation cost for 1 system installation. Customer Option. Installation site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.
B9	1	LifeSize Contractor On-Site Users Training	The awarded LifeSize Contractor users training for 1 system. Customer Option. Training site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.

C. Cisco/Tandberg Video Conference System

ITEM NO.	QTY	PART NO.	DESCRIPTION
C1	1	Cisco/Tandberg CTS-EDGE95-K9	Cisco/Tandberg Edge95MXP w/ 1 mic, NPP, MS, 512kbps ISDN 2 MBPs IP, PHDCam. Shipping included.
C2	1	Cisco/Tandberg CON-PMDN-EDGE95	Cisco/Tandberg 1yr PC MSTR 8X5XNBD warranty services. Shipping included.
C3	1	Sony KDL-40EX400/H	Sony 40" Professional TV. Shipping included.
C4	1	GPNP NT-384	GPNP ISDN BRI interface box. Shipping included.
C5	1	VFI PL3070	VFI Plasma/LCD Stand. Shipping included.
C6	1	Cisco/Tandberg Contractor Custom	Cisco/Tandberg Contractor video/audio cables, wire management, labels, and connector. Shipping included.
C7	1	Cisco/Tandberg Contractor On-Site Installation	The awarded Cisco/Tandberg Contractor cost for 1 system installation. Customer Option. Installation site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.
C8	1	Cisco/Tandberg Contractor On-Site Users Training	The awarded Cisco/Tandberg Contractor users training for 1 system. Customer Option. Training site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.

1.3 Delivery. The video conference system/s shall be delivered within thirty (30) days after receipt of purchase order to the delivery location indicated on the purchase order.

Contractor shall provide any special requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. Prior to delivery, Contractor must call the Judiciary contact person indicated on the purchase order, to coordinate delivery arrangements.

1.4 Equipment and Warranty/Maintenance.

Quality of Product. Equipment offered for purchase shall be new, in normal working condition and in accordance with the manufacturer's specifications.

Warranty. The Contractor shall warrant that the hardware purchased pursuant to this IFB will operate in all material respects as described in the applicable product documentation for a period of **one (1) year** after product delivery.

Warranty service shall be provided on an on-call basis, with coverage 24-hours per day, seven days per week, with a four-hour response time for the repair and next business day replacement of any damaged, defective or faulty parts, at no additional charge to the Judiciary.

Maintenance. After the first year warranty, a manufacturer's annual maintenance contract will be offered to the Judiciary program who purchased the video conference system.

END OF SECTION ONE

SECTION TWO - SPECIAL PROVISIONS

2.1 Scope. Work included in this contract shall consist of Furnishing and Delivering Polycom, LifeSize, or Cisco/Tandberg Hardware and Support to the Judiciary. This Invitation for Bid is restricted to Polycom, LifeSize, or Cisco/Tandberg Hardware and Support only; no other hardware will be accepted.

2.2 Officer-In-Charge. Richard H. Murakami is the designated Officer-In-Charge and may be reached at (808) 538-5314 or via e-mail at Richard.H.Murakami@courts.hawaii.gov.

2.3 Term of Contract. Contractor(s) shall enter into an initial **Price List Contract** beginning from the Notice to Proceed to June 30, 2013, an estimated eighteen (18) month period. Unless terminated and subject to availability of funds, the contract may be extended upon mutual agreement for not more than two (2) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least thirty (30) days prior to expiration, and provided the unit price for the extended period remains the same or lower as the previous year's contract price.

During extension periods, Contractor shall provide any price decrease to the Judiciary that Contractor has offered to any other Hawaii government agency. Changes to the cost per unit must be mutually agreed upon in writing and submitted with the request for contract extension.

If the 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 twenty (20) days prior to the scheduled date of termination, otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

2.4 Delivery. The Contractor shall deliver the Polycom, LifeSize, or Cisco/Tandberg video conference systems to the delivery address indicated on the purchase order, within thirty (30) days after receipt of purchase order. Failure to meet the delivery date will be subject to Liquidated Damages as stated in the Special Provisions.

Offers shall be rejected as non-responsive when submitted on a basis other than F.O.B. destination to include court locations on Kauai, Oahu, Maui, Molokai, Lanai, and Hawaii.

2.5 Offeror Qualification.

2.5.1 Experience. At the time of bidding, Offeror shall be a Polycom, LifeSize, or Cisco/Tandberg authorized video conference distributor or a subsequently authorized dealership and shall provide their Polycom, LifeSize, or Cisco/Tandberg Agreement Number.

2.5.2 References. Offeror shall list a minimum of two (2) governmental agencies and/or business firms to whom bidder has sold and/or serviced similar Polycom, LifeSize, or Cisco/Tandberg video conference systems. Offeror shall have on staff at time of bid, at least two (2) manufacturer-certified technicians who shall have a minimum of one (1) year experience with installing and maintaining the type of video conference systems that are the subject of this bid. The Judiciary reserves the right to contact any of the listed agencies and/or firms to inquire about the quality and reliability of the equipment and service being provided by the Offeror. The Judiciary reserves the right to reject the bid submitted by any Offeror who has not provided are similar in nature to services required in this bid or whose performance on other jobs for this type

of service has been proven unsatisfactory .(See References Section in Offer Form for further details.)

2.5.3 Local Representative. Offeror shall have and identify a local representative (within the State of Hawaii) in order to qualify for bid. 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 receiving requests and/or concerns and for answering queries. Local representative shall be able to meet with the Judiciary and be available, accountable, and responsible for assisting the Judiciary in resolving any issues that may arise as a result of this purchase from IFB award through the warranty period. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

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

2.6.1. Legal Name. Offeror is requested to submit its bid under its exact legal name as registered at the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

2.6.2. Offer Price. Offer price(s) shall include all costs required to furnish and deliver Polycom, LifeSize, and/or Cisco/Tandberg video conference systems as outlined in this IFB. Offer price(s) shall include any maintenance required during the warranty period; maintenance thereafter will be at the option and expense of the Judiciary. All costs shall include any miscellaneous costs, State of Hawaii General Excise Tax, and any and all other costs incurred for this project.

2.6.3. Quantity. Quantities listed are an estimated amount and is **not guaranteed**. A price list will be created through this IFB and additional units may be purchased at the unit price for the duration of the contract period.

2.6.4. Hawaii General Excise Tax License. In accordance with Section 103-53.5, Hawaii Revised Statutes, Offeror shall submit their current State of Hawaii General Excise Tax I.D. number in the space provided on the Offer Form.

2.6.5. Joint Contractors. Offeror may subcontract portions of this project. In this event, the Offeror shall be the Primary Contractor and shall be liable for all work and deliverables to be delivered under this IFB.

2.7 Offer Quotation. All offers shall be submitted on the forms provided and shall be in accordance with the terms and conditions stated herein.

Offer price(s) quoted shall be based on delivery to destination and shall include **all other costs and applicable taxes** per this IFB. Offers subject to any price increase other than as provided by these special provisions shall not be considered. Offeror's failure to meet this requirement shall result in the rejection of the bid.

If any of the requested information is not furnished in the blank spaces provided on the Offer Form pages, the Judiciary will not be able to evaluate the bid item(s). Accordingly, the bid item(s) shall be non-responsive and shall not be considered for award as no bidder will be allowed to furnish missing information after bid opening.

Unit purchase price shall also include warranty maintenance of equipment. Bidder must bid on all items within the brand system they are bidding to qualify for that brand award. Offer price shall include any necessary maintenance that must be performed during the warranty period; maintenance thereafter will be at the option and at the expense of the Judiciary.

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brochures and/or Specifications Literature. Offeror shall submit with the bid current brochures and/or specifications literature verifying that the equipment offered conforms to the specifications required. Upon request, bidder shall furnish at his own expense, within five (5) working days from date of The Judiciary's request, any further information required to determine acceptability of equipment offered. Offeror shall include operating, instructions, and technical manuals for the equipment ordered.

2.8 Offer Submission. Offerors shall submit three (3) copies (one original and two copies) of their Offer Form/packet. Offers must be submitted no later than the date and time indicated in the Invitation for Bids notice to:

The Judiciary, State of Hawaii
1111 Alakea Street, Sixth Floor
Kauikaouli Hale
Financial Services Division
Honolulu, Hawaii 96813 -2807
Attention: Jonathan H. Wong

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

Offers on CD or Flash Drive. As an option to submitting hard copies (one original and two copies) of the entire Offer Packet, Offer(s) may be submitted on CD or flash drive (three copies) in Adobe pdf format no later than the date and time indicated in the Significant Dates section of this IFB.

Offers via Electronic Submittal. As another option to submitting hard copies of the entire Offer Packet, Offers may be submitted no later than the date and time indicated in the Significant Dates section of this IFB to the above Purchasing Specialist via email or facsimile.

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

2.9 Contract Award.

2.9.1 Award. Separate Awards, if any, shall be made to the responsive, responsible Offeror(s) submitting the lowest Total Bid price to furnish, deliver and support either Polycom, LifeSize,

and/or Cisco/Tandberg brand video conference systems. An Offeror may bid on any or all systems, but is not required to bid on all systems to be considered for award. Offeror must be an authorized manufacturer's video conference representative.

No performance or payment bond is required for this contract.

The Judiciary reserves the right to reject any proposals and to waive any defects, when in the Division's opinion, such rejection or waiver is in the best interest of the Judiciary.

2.9.2 Hawaii Compliance Express. Prior to Award, the Contractor must be registered at the Hawaii Compliance Express (HCE) where proof of compliance with the requirements of Chapter 103D-310(c), HRS is obtained. A single "**Certificate of Vendor Compliance**" from HCE eliminates the need to obtain individual copies of required clearances with the Internal Revenue Service, State of Hawaii Department of Labor, State of Hawaii Department of Commerce and Consumer Affairs, and State of Hawaii Department of Taxation offices.

The Hawaii Compliance Express allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For the HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

2.9.3 Timely Submission of Certificate. The above certificate 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.

2.9.4 Final Payment Requirements. A Hawaii Compliance Certificate will be required for final payment.

2.10 Contract Execution. The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The Contractor must be compliant and the above Certificates must be submitted prior to execution of the contract (if copies were not included with bid proposal). 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.

2.11 Contract Bond. A Contract Bond is NOT required for this contract.

2.12 Invoicing and Payment. Contractor shall submit one (1) original and three (3) copies of the invoice to the billing address indicated on the purchase order.

Section 103-10, Hawaii Revised Statutes, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the Judiciary will 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, H.R.S., 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.

2.13 Delivery Extension. If Contractor fails to deliver within the time allowed, liquidated damages as specified above shall apply. However, Contractor shall not be held responsible for delay due to reasons beyond its control, provided he notifies the Financial Services Administrator of such delay and the reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions shall not be considered without documentation substantiating that the causes for delay were, in fact, beyond the control of the Contractor. The Judiciary shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

2.14 Delivery and Site Preparation. Delivery of a Polycom, LifeSize, or Cisco/Tandberg video conference system shall be completed within thirty (30) calendar days to the appropriate delivery site after receipt of purchase order.

Contractor shall provide Judiciary with any special requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. The Judiciary shall at its own expense be responsible for installation of all equipment delivered by contractor, unless the Judiciary purchases the optional on-site installation line item.

2.15 Training of Personnel. There are no specific personnel training requirements associated with this IFB, unless the Judiciary purchases the optional on-site users training line item.

2.16 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 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 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.

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.

2.17 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 TWENTY FIVE DOLLARS (\$25.00USD) 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.

2.18 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.

2.19 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.

2.20 Liability Insurance. The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance that meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and \$2,000,000.00 aggregate
Products and Completed Operations	\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
Automobile Liability	\$1,000,000.00 per accident

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

1. "This insurance shall not be canceled until after thirty (30) days written notice has been given to The Judiciary, State of Hawaii, Financial Services Administrator, 1111 Alakea Street, Sixth Floor, Kauikeaouli Hale, Honolulu, Hawaii 96813."
2. "The Judiciary is added as an additional insured (for general liability and automobile) as respects to operations performed for The Judiciary, State of Hawaii."
3. "It is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance throughout the entire term of the contract, including supplemental agreements.

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

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

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

If any insurance policy required by this contract is limited in scope of coverage or non-renewed, the Contractor shall provide thirty (30) days written notice to The Judiciary, State of Hawaii, Financial Service Administrator, 1111 Alakea Street, Sixth Floor, Kauikeaouli Hale, Honolulu, Hawaii 96813."

END OF SECTION TWO

SECTION THREE - OFFER FORM

Invitation For Bids No. J12199
To Provide A Video Conference Systems Price List
to the Judiciary, State of Hawaii

Offeror: _____

Honolulu, Hawaii

_____, 2011

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikeaouli Hale
1111 Alakea Street, Sixth Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The following offer is made to provide the goods and services indicated in the following proposal schedule to the Judiciary, State of Hawaii, 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 she/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 February 2001 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 her/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) she/he is declaring her/his offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) she/he is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes **TO PROVIDE A PRICE LIST OF VIDEO CONFERENCE SYSTEMS TO THE JUDICIARY, STATE OF HAWAII**, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price for each system at:

Polycom Video Conference System

_____ Dollars (\$_____USD)

LifeSize Video Conference System Costs

_____ Dollars (\$_____USD)

Cisco/Tandberg Video Conference Costs

_____ Dollars (\$_____USD)

The undersigned represents: (please check one box only)

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

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other: _____

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. _____

State of Hawaii General Excise Tax License/I.D. No. _____

Payment address (other than street address below): _____

Business address (Hawaii street address): _____

Date: _____

Respectfully submitted,

Telephone No: _____

Facsimile No: _____

Email Address: _____

 Authorized Original
 Name and Title (Please Type or Print)

The following proposal is hereby submitted To Provide a Price List Of Video Conference Systems to The Judiciary, State of Hawaii that shall be delivered within thirty (30) days after receipt of purchase order or notice to proceed.

VIDEO CONFERENCE SYSTEMS

Grand Total of each system should agree with Total Bid Price on page OF-1 of this Offer Form. Unit Price and Grand Total shall **include all shipping & handling costs, State of Hawaii General Excise Tax, and any and all other costs** to provide the equipment per the specifications.

Pursuant to Section 2.9.1, separate awards, if any, shall be made to the responsive and responsible Offeror(s) submitting the lowest Total Bid price to furnish, deliver and support either Polycom, LifeSize, and/or Cisco/Tandberg video conference systems. An Offeror may bid on any or all systems, but is not required to bid on all systems to be considered for an award. Offeror must be an authorized manufacturer's video conference representative of the system(s) they are bidding on.

In the event of a calculation error, unit price shall prevail.

Offeror: _____

A. Polycom Video Conference System Costs:

Item No.	(A) Qty.	Part No.	Description	(B) Unit Price	(A x B) Ext. Price
A1	8	Polycom 7200-26790-001	Polycom HDX Media Center 7000-720 1PT50. HDX 7200-23130-001, HDX Media Center Pedestal with 1-50" 1080p plasma display, 1 soundbar, EagleEye HD camera mount, cable bundle, order casters separately, (Maintenance Contract Required). Shipping included.	\$	\$
A2	8	Polycom 4870-00422-206	Polycom Premier 24X7, One Year, HDX Media Center 7000 series with One Display. Shipping included.	\$	\$
A3	8	Polycom 5150-23912-001	Polycom HDX MPPlus Multipoint Software Option License. Allows for 4 site MP video calls. Available for HDX systems (4000, 7000, 8000, and 9000 Series). Shipping included.	\$	\$
A4	8	Polycom 2215-26690-001	Polycom Quad BRI Module for HDX Series. Includes four ISDN 20ft/6m cables (with clear connectors) and HDX external peripheral interface box. Shipping included.	\$	\$
A5	8	Polycom Contractor On-Site Installation	The awarded Polycom Contractor installation cost for 1 system installation. Customer Option. Installation site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.	\$	\$
A6	8	Polycom Contractor On-Site Users Training	The awarded Polycom Contractor users training for 1 system. Customer Option. Training site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.	\$	\$
A7	POLYCOM SYSTEM TOTAL			\$	\$

Offeror: _____

B. LifeSize Video Conference System Costs:

Item No.	(A) Qty.	Part No.	Description	(B) Unit Price	(AxB) Ext. Price
B1	7	LifeSize 1000-0000- 1117	LifeSize Team 200 with 4x Camera. Four way calling, dual mic pod, 4x HD camera, Codec, remote, content sharing. Shipping included.	\$	\$
B2	7	VFI Package A	VFI C2736+ PM-S. Roll About Cart for Single Display up to 50". Shipping included.	\$	\$
B3	7	LifeSize 1000-0000- 0003	LifeSize Networker. Replaces Quad BRI. Shipping included.	\$	\$
B4	7	LifeSize 1000-0008- 0128	LifeSize Networker Power Supply. Shipping included.	\$	\$
B5	7	Sharp LC42D69U	Sharp 42" LCD 1080p Monitor. Shipping included.	\$	\$
B6	7	LifeSize 1000-2100- 1117	LifeSize required one year LifeSize Assurance Service Team 220. Advance replacement of failed parts, upgrades and helpdesk.	\$	\$
B7	7	LifeSize 1000-21EO- 0103	LifeSize required one year Lifesize Assurance Service Networker. Advance replacement of failed parts, upgrades, and helpdesk.	\$	\$
B8	7	LifeSize Contractor On-Site Installation	The awarded LifeSize Contractor installation cost for 1 system installation. Customer Option. Installation site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.	\$	\$
B9	7	LifeSize Contractor On-Site Users Training	The awarded LifeSize Contractor users training for 1 system. Customer Option. Training site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.	\$	\$
B10	LIFE SIZE SYSTEM TOTAL			\$	\$

Offeror: _____

C. Cisco/Tandberg Video Conference Costs:

Item No.	(A) Qty.	Part No.	Description	(B) Unit Price	(A x B) Ext. Price
C1	7	Cisco/ Tandberg CTS- EDGE95-K9	Cisco/Tandberg Edge95MXP w/ 1 mic, NPP, MS, 512kbps ISDN 2 MBPs IP, PHDCam. Shipping included.	\$	\$
C2	7	Cisco/ Tandberg CON- PMDN- EDGE95	Cisco/Tandberg CON-PMDN-EDGE95	\$	\$
C3	7	Sony KDL- 40EX400/H	Sony 40" Professional TV. Shipping included.	\$	\$
C4	7	GPNP NT- 384	GPNP ISDN BRI interface box. Shipping included.	\$	\$
C5	7	VFI PL3070	VFI Plasma/LCD Stand. Shipping included.	\$	\$
C6	7	Cisco/ Tandberg Contractor Custom	Cisco/Tandberg Contractor video/audio cables, wire management, labels, and connector. Shipping included.	\$	\$
C7	7	Cisco/ Tandberg Contractor On-Site Installation	The awarded Cisco/Tandberg Contractor cost for 1 system installation. Customer Option. Installation site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.	\$	\$
C8	7	Cisco/ Tandberg Contractor On-Site Users Training	The awarded Cisco/Tandberg Contractor users training for 1 system. Customer Option. Training site can be on Oahu, Maui, Molokai, Lanai, Hawaii, or Kauai.	\$	\$
C9	CISCO/TANDBERG SYSTEM TOTAL				\$

Offeror: _____

II. Additional Information

A. Authorized Local Sales/Service Representative

Name of Company and Contact Person	Physical Address	Telephone//Facsimile/Email

B. Joint Contractors/Subcontractors

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with her/his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with her/his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor.

Name of Joint Contractors/Subcontractor and Contact Person	Physical Address	Telephone/Facsimile/Email.

C. 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 Polycom, LifeSize, Cisco/Tandberg video conference systems and/or has performed or is currently performing maintenance 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.

Name of Company/Agency and Contact Person	Physical Address	Telephone/Facsimile/Email

SECTION FOUR - ATTACHMENTS

General Conditions

Procedural Requirements

Publication 1, Information on Taxes