



Office of the Administrative Director — Financial Services Division

THE JUDICIARY • STATE OF HAWAI'I • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAI'I 96813-2807
TELEPHONE (808) 538-5800 • FAX (808) 538-5802

MEMORANDUM

TO: All Interested Parties

FROM: Janell Kim
Financial Services Administrator

DATE: August 27, 2013

SUBJECT: **ADDENDUM NO. 1, RFP NO. J14088**
TO PROVIDE A PRICE LIST FOR NETWORK CABLING AND
INSTALLATION SERVICES TO THE JUDICIARY

Transmitted herewith and through our Judiciary website at www.courts.state.hi.us under “General Information” and “Business with the Judiciary” is Addendum No. 1 to RFP No. J14088 for your review. Questions relating to the technical aspects of this RFP 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.h.murakami@courts.hawaii.gov; 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.hawaii.gov.

/s/ Janell Kim

JK/JW:jw

cc: Mr. David Maeshiro, Chief Information Officer
Mr. Richard Murakami
Ms. Naty Butay, Fiscal Officer

**REQUEST FOR PROPOSALS NO. J14088
TO PROVIDE A PRICE LIST FOR NETWORK CABLING
AND INSTALLATION SERVICES TO THE JUDICIARY, STATE OF HAWAII**

ADDENDUM NO. 1

August 27, 2013

Based primarily on written questions submitted, RFP J14088 shall be amended as indicated below.

A. Pre-Proposal Meeting held on August 9, 2013. Notes from this meeting are Attached to this Addendum No. 1.

B. Modifications to SECTION THREE – SPECIAL PROVISIONS

1. The second paragraph of Section 3.21 Liability Insurance on page 17 shall be stricken in its entirety from this section. The Contractor's insurance policy shall be the primary insurance policy for this project, protecting the Contractor and subcontractors.
2. Item 1., Section 3.21 Liability Insurance on page 18 shall be amended to delete the 30 day written notice and shall read as follows:
 - “1. “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.””

C. Modifications to SECTION FOUR – EVALUATION CRITERIA AND CONTRACTOR SELECTION

1. The second paragraph, Section 4.1. Evaluation Criteria on page 20 shall be amended to correct Classification alphas and total points to read as follows:
“Classifications A thru E will be assigned 100 points. Classification F will be assigned 200 points. Classification G will be assigned 300 points. Total number of points used to score this proposal: 1000 points. The seven (7) evaluation areas are:”

D. Modifications to SECTION FIVE – OFFER FORM

The following corrected items will be shaded in the Amended Offer Form attached to this Addendum No. 1.

1. Item D-22 on page 36 shall be amended to correct the MANUFACTURER and the PART NUMBER to read: “Cooper B-Line part no. SB5853084TG”.
2. Item D-60 on page 39 shall be amended to correct the MANUFACTURER and the PART NUMBER to read: “Hilti part no. 2044907”.

3. Item D-61 on page 39 shall be amended to correct the MANUFACTURER and the PART NUMBER to read: "Hilti part no. 2044908".
4. Item E1 on page 41 shall be amended to correct the MANUFACTURER and the PART NUMBER to read: "Leviton part no. 5R1UM-F03".
5. Item E4 on page 41 shall be amended to correct the MANUFACTURER and the PART NUMBER to read: "Leviton part no. 5F100-2LC".
6. Item E5 on page 41 shall be amended to correct the MANUFACTURER and the PART NUMBER to read: "Leviton part no. 5F100-2IC".
7. Item E15 on page 42 shall be clarified that MM fiber cable will be 62.5 um.

E. The following questions were submitted and are being answered in accordance with this RFP:

1. **Question:** Please specify in further detail what conditions shall be and shall not be considered covered under the vendor's warranty (particularly in regards to the reference to "existing") as discussed in RFP Section 2.2.21 that reads as follows. "The awarded contractor will provide warranty on all components newly installed, existing, and on workmanship for the duration of this contract. There shall be no charge for replacement components due to normal wear and tear. There shall be no charge to correct shoddy workmanship."

Answer: The existing cables and hardware to be warrantied are the yellow CAT5e, CAT5e patch panels, CAT5e red/blue/white jacks; green CAT6, CAT6 patch panel, CAT6 red/blue/white jacks; fiber cable plant; and 25 pair CAT3 tie cables.

2. **Question:** Per the August 9th Pre-Proposal Meeting, is it agreed that cut cable or other physical disruptions not caused by the vendor would not be subject to the vendor warranty discussed in Section 2.2.21?

Answer: Agreed.

3. **Question:** It is clear that if newly installed cabling under this contract is found to be defective over time due to "normal wear and tear," then it would be covered under the vendor's warranty, but if existing cabling is found to be defective due to "normal wear and tear," then would it also be covered under the vendor's warranty discussed in Section 2.2.21?

Answer: All cable warranty will be covered by the awarded vendor of RFP J14088.

4. **Question:** Please confirm that the vendor will not be required to warranty conditions that are found to have not been previously installed in accordance with industry codes, standards and best practices.

Answer: When the vendor is requested to do warranty work and it is found that the installation has not been previously installed in accordance with industry

codes, standards, and best practices, the vendor will inform the OIC of the discrepancy and cost to repair. The OIC will decide to issue a purchase order or not complete the work.

5. **Question:** Will the Judiciary revise RFP Section 2.2.21 by deleting the word “existing?”

Answer: No

6. **Question:** Can the Judiciary provide a copy of the most recent cable tests that have been performed on the “existing” cabling?

Answer: *The awarded vendor of RFP J14088 will be provided a copy of the most recent cable tests that have been performed on the “existing” cabling.*

7. **Question:** Will the Judiciary consider revising the RFP by providing separate maintenance line items to cover labor and material charges on existing components and cabling?

Answer: No

8. **Question:** In an effort to minimize non-cable related call-outs, could the Judiciary accept responsibility for performing trouble isolation steps as this would help minimize trouble calls that are found to be non-cable related?

Answer: *The Judiciary will perform cable trouble isolation steps.*

9. **Question:** RFP Section 2.3.9 reads “If there are any components which become obsolete, manufacturer discontinued, change in part number or for whatever reason, the OIC will provide a new manufacturer and part number for replacement component. The OIC may discontinue any component and reassign a new manufacturer and part number.” Will the vendor be allowed to submit new Price List pricing, and have such pricing approved, in the event there is a differential in the Proposal Price List pricing submitted and the price of the newly OIC specified changed equipment?

Answer: yes

10. **Question:** Since the Judiciary is specifying the materials to be used, will the vendor be held liable for liquidated damages due to delays resulting from manufacturer/supplier inability to provide the materials in a timely manner?

Answer: *The typical expectation is to complete small moves, add, change projects within 30 days of issuance of a purchase order. In the bi-weekly meetings, the vendor’s project manager should state which project/s are in jeopardy due to a material shortage and when installation is expected. The OIC and/or designee*

will relay to the site contact on the expected installation date. Liquidated damages are only used in cases of gross inability or unwillingness of a vendor to complete an installation. Always make the OIC aware of shortages in material and labor to allow for contingency plans.

11. **Question:** Please advise how many cable-warranty related call-outs occurred during the previous two years under the existing/prior contract(s)?

Answer: There were no cable warranty related callouts during the previous two years under the existing/prior contract(s).

12. **Question:** Is it the intent of the Judiciary to procure the scope of materials and labor in all the categories of the proposal price list during the first year of the contract?

Answer: No, not all scope of materials and labor. The expectation is to complete small mac projects within 30 days of issuance of a purchase order. Therefore, a small quantities of yellow CAT5e plenum, green CAT6 plenum cable, and assorted jacks. For larger installations, there will be many months of lead time for material and labor.

13. **Question:** Will the Judiciary or the Vendor be doing the necessary Design work (if any)?

Answer: The Judiciary will be doing the necessary design work. The awarded vendor will provide the cabling hardware and labor.

14. **Question:** If the Vendor will be performing any of the Design work, would the Judiciary revise the Pricing Sheet, 5.6 Classification F: Labor and Neighbor Island Surcharge, by inserting two additional pricing lines exactly like F1 and F2, but for PM/Designer Work? [The reason for this request is that the PM/Designer hourly rates are higher professional rates than the regular labor rates and we would like to show those rates and bill accordingly.]

Answer: The Judiciary will be performing the design work.

15. **Question:** Will the State bear the sole responsibility to engage any and all professional or architectural services that may be required (i.e., architects, planners, engineers, historians, etc.)?

Answer: The Judiciary will bear the sole responsibility to engage architects, planners, engineers, historians, etc. All professional and architectural services are incorporated in all new Judiciary buildings.

16. **Question:** Please clarify the Ordering procedure under the contract. Will the Judiciary issue Requests for Quote, and then subsequent POs, or will only POs be issued using the Price List pricing from time to time?

Answer: The OIC and/or designee will contact the vendor's project manager for a cable quote for each project. The project manager will utilize the price list components and labor for each cable quote. A separate purchase order will be provided for each approved project.

17. **Question:** RFP Section 3.7.2 asks for two (2) company references, but Section 5.9 B. References Chart, provides for up to three (3) company references. Does the Judiciary want two (2) or three (3) company references be provided on the Reference Chart?

Answer: 2 references. You may provide a third reference, if you desire.

18. **Question:** Points of Clarification on the Pricing Sheets – Please consider and revise the RFP Pricing Sheets accordingly, per the information below:

* Item D22 – Discontinued. May we substitute B-Line part number SB5853084TG [Note: it does not come in Network Blue, only Telco Gray. The Material Specification Sheet is available upon your request.]

Answer: Yes, item D-22 will be substituted with Cooper B-Line part number SB5853084TG.

19. **Question:** Item D60 –May we substitute Hilti hanger wire part number 2044907? [Note: This substituted part number was provided by the manufacturer.]

Answer: Yes, item D60 will be substituted with Hilti hanger wire part number 2044907.

20. **Question:** Item D61 – May we substitute Hilti hanger wire part number 2044908? [Note: This substituted part number was provided by the manufacturer.]

Answer: Yes, item D61 will be substituted with Hilti hanger wire part number 2044908.

21. **Question:** Item E1 – Discontinued. May we substitute with (1) 5R1UM-F03 and (2) 5F100-2LC? [Note: These substituted part numbers were provided by the manufacturer.]

Answer: Item E1- Leviton part number 5R330-0HB will be substituted with Leviton part number 5R1UM-F03. Leviton part number 5F100-2LC will substitute item E4 Leviton part number 5F100-6ZC.

22. **Question:** Item E4 – Discontinued. May we substitute with part number 5F100-2LC? [Note: This substituted part number was provided by the manufacturer.]

Answer: Yes, item E4 Leviton part number 5F100-6ZC will be substituted with Leviton part number 5F100-2LC.

23. **Question:** Item E5 – Discontinued. May we substitute with part number 5F100-2IC? [Note: This substituted part number was provided by the manufacturer.]

Answer: Yes, item E5 Leviton part number 5F100-6BC will be substituted with Leviton part number 5F100-2IC.

24. **Question:** Item E15 - What type of MM fiber in the hybrid cable? Please advise if it is 50 um OM2?

Answer: 62.5 um

25. **Question:** Per Section 3.21 Liability Insurance – Second Paragraph: In the event a Subcontractor submits its own Certificate of Insurance for the contract, will their insurance policies be primary to the awarded vendor? Please clarify which insurance will be primary and which will be secondary.

Answer: See above Section B- Modifications to SECTION THREE – SPECIAL PROVISIONS of this Addendum No. 1. The second paragraph of Section 3.21 has been stricken from the section in its entirety.

26. **Question:** The insurance cancellation notice found on page 23 of the RFP reads, “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.” Our insurance administrator has advised that this Notice clause is no longer appropriate or in use per the State of Hawaii, DAGS, Comptroller’s Memorandum 2010-39 (a copy is attached for your ease of reference at the end of these questions); therefore, please consider deleting this paragraph 1 from the RFP.

Answer: The 30 day prior notice requirement has been deleted and the section is amended per the above Section B- Modifications to SECTION THREE – SPECIAL PROVISION.of this Addendum No. 1.

27. **Question:** Will the “Little Davis-Bacon” Act (HRS 104) be applicable to the labor performed under this contract, and will the vendor be required to submit weekly Certified Payroll?

Answer: Yes to both.

28. **Question:** If the “Little Davis-Bacon” Act (HRS 104) does apply then please provide a copy of the applicable State Wage Rate Determination that will be in effect for the life of the contract.
- Answer: The State Dept. of Labor and Industrial Relations Wage Rate Schedule Bulletin No. 481 Dated February 18, 2013 is attached to this Addendum No. 1.*
29. **Question:** Per Section 3.15 of the RFP, Contract Staffing Requirements: Will the submittal of Resumes and Security Clearance Forms of only designated management personnel be deemed sufficient and compliant, as our company has a large pool of technicians on Oahu and the neighbor islands, any of whom could be deployed at a moment’s notice in response to a call-out under the contract?
- Answer: No. All vendor personnel and subcontractors who will be performing on-site work will provide a resume and security clearance form.*
30. **Question:** Can the State provide the vendors with a Word version of the RFP to use to prepare their proposal response, as this would save time and effort?
- Answer: An Amended Offer Form is provided with this Addendum and will emailed to all Interested Offerors for their use in responding to this RFP.*

31. **Question:** In the pre-proposal meeting a question was asked if wages were HRS-104 and I believe the answer was yes. Is this confirmed?
- Answer: Yes.*
32. **Question:** The following items are manufacturer discontinued. Do you have replacements?
- Answer: See the above Section D - Modifications to Section Five of the Addendum No. 1 for replacements and clarification.*

END ADDENDUM NO. 1