

THE JUDICIARY, STATE OF HAWAII

REQUEST FOR PROPOSALS
NO. J13082

TO PROVIDE MICROSOFT ACCESS
AND MICROSOFT SQL DATABASE APPLICATION
CONSULTING, DEVELOPMENT, IMPLEMENTATION AND
SUPPORT SERVICES TO
THE JUDICIARY, STATE OF HAWAII

August 9, 2012

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

Submit Fax or Email to: Fax No.: (808) 538-5802
Email Address: jonathan.h.wong@courts.hawaii.gov

Provide the following information:

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

THE JUDICIARY, STATE OF HAWAII HONOLULU, HAWAII

REQUEST FOR PROPOSALS NO. J13082

Competitive sealed proposals **TO PROVIDE MICROSOFT ACCESS AND MICROSOFT SQL DATABASE APPLICATION CONSULTING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT SERVICES 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 September 10, 2012, 4:00 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" and "Business with the Judiciary" and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Request for Proposal may be directed to Leonard Fernandes of the Information Technology and Communications Division at (808) 538-5371, email leonard.w.fernandes@courts.hawaii.gov; 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.hawaii.gov.

Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: August 9, 2012)

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SECTION ONE - INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION AND BACKGROUND

The Judiciary, State of Hawaii (Judiciary) invites your company to submit a written proposal **TO PROVIDE MICROSOFT ACCESS AND MICROSOFT SQL DATABASE APPLICATION CONSULTING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT SERVICES TO THE JUDICIARY, STATE OF HAWAII.**

The Judiciary tracks a great deal of information at many different levels. There are a large number of circumstances in which small workgroup databases would be helpful or are already in use. The Judiciary has standardized on Microsoft Access as a small workgroup database. Numerous employees of the Judiciary have worked to develop small databases to support limited operations, but they do not have the time and/or expertise to address all of the needs. This is a request for services to develop and implement database applications, as well as to support these and similar database applications for various Courts and Programs within the State of Hawaii Judiciary. Engagements for the Judiciary will take place on Oahu over a period of time and may vary in functionality, size and complexity. It is expected that the consultants delivering these services shall deliver them from Oahu.

1.2 SIGNIFICANT DATES

Advertisement	August 9, 2012
Deadline for Questions	August 24, 2012
Response to Written Questions	August 31, 2012
PROPOSALS DUE	4:00 p.m. HST, September 10, 2012
Tentative Notice of Award	September 17, 2012
Tentative Notice to Proceed	September 26, 2012

END OF SECTION ONE

SECTION TWO - SPECIFICATIONS

2.1 GENERAL INFORMATION

2.1.1 Overview

This Request for Proposal (RFP) solicits offers from qualified vendors to **TO PROVIDE MICROSOFT ACCESS AND MICROSOFT SQL DATABASE APPLICATION CONSULTING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT SERVICES TO THE JUDICIARY, STATE OF HAWAII**. This assistance shall be comprised of three major types of service:

- 1) systems analysis, design, build, conversion, and implementation (including training and testing) for new systems;
- 2) support for existing systems; and
- 3) enhancement for existing systems. All services shall follow industry standards and/or best practices with respect to structured systems analysis, design and implementation methodology. Where applicable, services shall include system documentation and training.

It is anticipated that the bulk of the services to be delivered by the successful Offeror under this RFP, at least initially, will be concentrated on supporting and modifying existing Access database applications. The services solicited by this RFP will be primarily on Oahu. It is expected that the consultants will work on and deliver services on Oahu.

2.1.2 Judiciary Contract Lead (JCL)

The Judiciary shall appoint a JCL. The successful Offeror shall take direction from the JCL or the JCL's designee.

2.1.3 Individual Statements of Work

Work to be performed under this RFP shall be defined by individual Statements of Work (SOW), which shall be delivery-based. The JCL and the successful Offeror shall negotiate and agree on SOW's prior to the commencement of work on any project. Each SOW shall define the project scope, applicable deliverables, delivery/payment points, level of effort and associated, and fixed price.

The product deliverables resulting from an SOW shall be reviewed and be subject to approval by the Judiciary program/court requesting the development and/or support and the JCL. Payment shall be made at the successful completion and/or satisfactory review of each component/deliverable, as specified in the previously agreed to SOW and the agreement to proceed to the next level, if applicable, shall be granted at that time.

The cost for preparing proposed SOW's shall be borne by the successful offeror.

2.1.4 Typical Services Specified in Individual SOW's

Where applicable, project SOW's follow standard, structured system design and development methodology and shall typically include (but are not limited to) the following types of services:

- 2.1.4.1 Feasibility assessment, scope of work definition, and requirements definition.
- 2.1.4.2 Definition of overall project approach, including such items as deliverables, target review points, testing and implementation plans.
- 2.1.4.3 Present and review application design and database design/field definition with customer.
- 2.1.4.4 Present and review database design/field definition with customer including identification of codes, and key indexes needed as part of the application.
- 2.1.4.5 Specify additional hardware and/or additional software requirement needed to address requirements, including anticipated response time requirements and any growth and capacity issues.
- 2.1.4.6 Provide continuity in trained/experienced, customer friendly resources to be provided by the successful bidder and available throughout project duration.
- 2.1.4.7 Provide support for connectivity or Web-enabling issues should they arise.
- 2.1.4.8 Provide process and documentation for backup (and recovery) of information with instructions for executing including frequency, that accounts for speed and capacity requirements.
- 2.1.4.9 Develop initialization/load, conversion and/or integration plans.
- 2.1.4.10 Perform Access, SQL Server or Oracle development and testing, providing frequent status updates.
- 2.1.4.11 Install application at customer site.
- 2.1.4.12 Provide access by multiple concurrent users to applications.
- 2.1.4.13 Provide application documentation and training on use of application.
- 2.1.4.14 Provide ongoing modifications and/or maintenance.
- 2.1.4.15 Database Integration/Application Tools

In addition to Access applications utilizing the native Access database, the Judiciary requires that the selected offeror also have knowledge and experience with integrating an Access application “front-end” to MS SQL Server and Oracle database “back-ends”. The Judiciary currently has a mixture of: 1) Access applications utilizing the Access database; and 2) Access applications utilizing an MS SQL Server database. The distinction between the two is based on the number of potential, concurrent users and/or the geographic dispersion of users. The more users and/or geographic dispersion of users typically determines the usage of the MS SQL Server database.

Integration with an Oracle database is future direction that the Judiciary would like the option of pursuing.

There are also several applications (see list in section 2.1.3) that utilize Visual Basic

for Applications (VBA) as part of the solution. The Judiciary requires that the selected offeror have knowledge and experience with VBA in Access environments.

2.1.5 Existing Applications

The following is a sampling of the Access applications currently in use at the Judiciary:

2.1.5.1 Drivers' Education

The Driver Education Records Management System (DERMS) is a case management software application. This application allows the Drivers Education program to track court mandated cases involving traffic violations for compliance. Reports are generated and sent to judges. Microsoft Access (VBA code) is used for the front end with a MS SQL back end.

2.1.5.2 Drivers' Education - Course Scheduler

This is a Microsoft Access application used for course scheduling and class management. It also prints certificate of completions and reports to be sent to judges.

2.1.5.3 Office of the Public Guardian (OPG)

The Office of the Public Guardian (OPG) application is a case management system that tracks court mandated cases of people in need. Reports are generated and sent to judges. Microsoft Access (VBA code) is used for the front end with a MS SQL back end.

2.1.5.4 Witness Fees/Mileage

The Witness Fee application is an Alpha 4 database application. Talks are currently in progress to convert the application into the 4Gov system.

2.1.5.5 Bail Tracking

The Bail application is used to account for the receipt and disbursement of bail in the Rural Courts of the First Circuit. The application was developed in MS Access 2000.

2.1.5.6 Community Service and Sentencing Program (CSSP)

A case management application for the Adult/Juvenile Community Service & Restitution Unit (AJCSRU) was developed in Microsoft Access 2003.

2.1.5.7 Children's Justice Center (CJC)

This is a case management application developed in MS Access and deployed over Judiciary Wide Area Network. It's being used by all the islands. This case tracking system will capture and track the progress of each case through multiple agencies including Child Protective Service, Police, Prosecutors etc. and enable case transferring between jurisdictions. A newer version needs to be developed to be standardized across all islands so that all jurisdictions have the same database application and to improve functionality.

2.1.5.8 Administrative Drivers' License Revocation Office (ADLRO)

This is a case management application developed in Microsoft Access that tracks cases involving driver licensing revocations.

2.1.5.9 CAAP Case Management System

A case management application for the Court Annexed Arbitration Program was developed in Microsoft Access. It is currently used by Oahu and Big Island with some level of customization for each island.

2.1.5.10 DC-Civil Archive Query

Web application developed using Active Server Pages (ASP) with a Microsoft SQL 2005 database used for inquiry only. The database is comprised of old, static data that must be kept by law.

2.1.6 Application Environments

The existing Access applications have evolved independent of one another over time so the application environments that support the existing Access applications are quite diverse. Though most applications reside on Oahu, some applications may be located/used on neighbor islands, as well. Examples of application environments follow:

2.1.6.1 Applications run over the Judiciary WAN and individual location LAN's, utilizing Microsoft Server 2000, 2003, and 2008 servers, Novell Netware servers, Windows PC's, and laptop computers.

2.1.6.2 PC's running the Access applications utilize Windows 2000, XP, and Windows 7 operating systems.

2.1.6.3 Utilize Access 2000, 2003, 2007 and 2010 versions.

2.1.6.4 Utilize SQL Server 2000, 2005 and 2008 versions.

2.1.7 Work Hours

The Judiciary's normal business hours are from 7:45 am to 4:30 pm, Hawaii Standard Time, Monday through Friday, except for State Holidays. The Contractor's work hours shall follow the Judiciary's work hours unless specifically agreed upon by both the Contractor and the JCL. However, it is expected that server, database and software maintenance will be performed after or before normal work hours or on weekends and holidays. Maintenance will need to be scheduled and planned. The JCL shall approve the maintenance plan and schedule.

2.1.8 Estimated Annual Hours

It is difficult to estimate the number of hours that this price list contract, through negotiated Statements of Work, will require on an annual basis due to funding availability. That said, we project that approximately 300 hours of services will be needed for the initial 12-month period.

2.1.9 Contractor and Judiciary Staff

The Contractor shall be expected to work closely with Judiciary staff and Judiciary vendors.

2.2 GENERAL REQUIREMENTS

2.2.1 The Contractor must show qualifications to provide Access Consulting, Application Development, Implementation and Support Services:

If the contractor expects to fulfill the requirements with multiple staff members, the contractor will need to ensure that the work is coordinated and communicated through a Contractor Project Leader.

The Contractor shall provide a complete and comprehensive list of staff that will be supporting this Contract. The Contractor will provide each staff's member specific expertise, level of that expertise, number of years gaining that expertise, and when that expertise was gained. This staffing group will be herein referred to as the Contractor Team.

The Contractor Project Leader will be responsible in ensuring that the correct Contractor Team member will be working and/or onsite for specific Projects and Tasks.

The Judiciary reserves the right to request the removal of any Contractor's Team member. The Contractor will immediately replace that team member with another team member of equal or greater specific expertise.

2.2.2 The Contractor must have recent (within the last five years) relevant experience in Access Consulting, Application Development, Implementation and Support Services. The contractor shall provide references for work performed related to the efforts described in this document.

2.2.3 The Contractor must display a high degree of discipline. All work must be documented. Documentation must be detailed and must satisfy the JCL.

2.2.4 The Contractor must be skilled in both verbal and written communication.

2.2.5 The Contractor will be expected to perform knowledge transfer sessions to select Judiciary staff to ensure that they will be able to supplement the functions listed in this RFP independently. Written documentation will be required as part of any the knowledge transfer session.

2.2.6 The Contractor shall be expected to evaluate the Access application of a given SOW and make recommendations to improve performance and availability. Recommendations will be in written form and will include findings, conclusions, proposals, and recommendations.

2.2.8 The Contractor will schedule and plan all work. Project plans and schedules shall require the approval of the JCL.

END OF SECTION TWO

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract for Access Consulting, Application Development, Implementation and Support Services to the Judiciary, State of Hawaii, as specified herein shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

3.2 JUDICIARY CONTRACT LEAD

For the purposes of this Contract, Leonard Fernandes, telephone (808) 538-5371, or email at leonard.w.fernandes@courts.hawaii.gov, is designated Judiciary Contract Lead (JCL).

3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the period commencing on October 1, 2012 to June 30, 2013.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for four (4) additional twelve-month periods without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration.

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

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. Offer Form, Page OF-1. 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. Further clarification is provided in SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION.

3.4.3. Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for Proposal.

3.4.4. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4.5% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and

therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- 3.4.5 Joint Contractors. Offeror may subcontract portions of this project. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives. Offeror shall be the Primary Contractor and be liable for all work performed under this project
- 3.4.6 Wage Certification. Offeror shall complete and submit the attached Wage Certificate in the Offer Form Packet, Section 5.3, by which the offerors certify that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work.

<u>Skill Level:</u>	<u>Public Employee Wage Rates:</u>	<u>Present:</u>
ENTRY	IT Specialist III (SR-20)	\$20.86/hr.
INTERMEDIATE	IT Specialist IV (SR-22)	\$21.91/hr.
EXPERT	IT Specialist V (SR-24)	\$24.67/hr.

3.5 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and 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

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

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) copies (1 original, 2 copies) of their sealed Offer and Proposal form/packet (accompanying brochures may be in hard copy or in PDF format on CD). Offers

must be submitted no later than the date and time indicated in the Significant Dates section of this RFP to:

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

Email: jonathan.h.wong@courts.hawaii.gov

Fax: 808-538-5802

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

- 3.6.1 Offers via electronic submittal. As an option to submitting hard copies of your entire offer packet, offers may be submitted via email or on CD in Adobe's pdf format all no later than the date and time indicated in the Significant Dates section of this RFP. CDs shall be mailed to address above. Email shall be sent to Purchasing Specialist Jonathan.H.Wong@courts.hawaii.gov.
- 3.6.2 Offers via Fax. As an option to submitting hard copies of your entire offer packet or electronic submission, 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 FAX.
- 3.6.3 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: Offeror and subcontractors shall have a minimum of three (3) years Microsoft Access and Microsoft SQL consulting, application development, implementation and support services experience with medium to large scale enterprise applications as described in this RFP.
- 3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of at least three (3) companies, for which the Offeror has provided services specified in this RFP. All references must have been serviced within the past five (5) 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 performed the consulting services as specified in this RFP and not performed services that are similar in nature to services required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory; for evaluation purposes, this Offeror shall be deemed non-responsible. (See References section in OFFER FORM for further details.)
- 3.7.3 Local Representative. Offeror shall have and identify a local representative (on Oahu) in order to qualify for award. Local representative must have an office location on Oahu,

from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or system problems. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the maintenance of the MS Access and MS SQL database applications as specified in this RFP for the duration of the contract period. Failure on the part of the Offeror to meet this requirement shall result in rejection of proposal.

3.8 AWARD

3.8.1 Method of Award. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria.

3.8.2 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. HCE allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html>.

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 certificate provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

3.8.3 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.

3.8.4 Final Payment Requirements. An HCE certificate will be required for final payment.

3.8.5 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 (occurrence form)	\$1,000,000.00 combined single limit per 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 "State of Hawaii Judiciary, Financial Service Administrator, 1111 Alakea Street, Kauikeaouli Hale, Sixth Floor, Honolulu, Hawaii 96813."

3.9 CONTRACT EXECUTION AND EXTENSION

- 3.9.1 Execution: Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the

contract commencement date. At that time, Contractor and Judiciary programs may begin project discussions and negotiations toward developing and executing individual Statements of Work.

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 re-solicited. All contract extensions are subject to the availability of funds.

3.10 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.

3.11 PRICING INFORMATION AND ADJUSTMENTS

3.11. No price increase will be allowed during the initial duration of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

3.11.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

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

3.12 INVOICING

Contractor shall submit an original and three copies of their invoice to the appropriate Fiscal Office indicated in the SOW, and certify that services have been rendered in accordance with the provisions of the SOW and this RFP.

3.13 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.

3.14 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 Judiciary.

Personnel changes that are not approved by the Judiciary 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 Judiciary.

3.15 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 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.

3.16 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the 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.

3.17 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.

3.18 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 JCL 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.

3.19 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.

END OF SECTION THREE

SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION

4.1 EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria in this section.

Each category will be assigned points. The total number of points used to score this proposal is 175 points. The six categories are:

I. Qualifications and Capabilities	50 pts
II. Prior Experience and References for Similar Projects	50 pts
III. Resource Model	50 pts
IV. Pricing Model	25 pts

4.2 I. QUALIFICATIONS AND CAPABILITIES - 50 POINTS

- A. Describe in detail your experience providing Access application consulting, development, implementation and support services for medium to large scale enterprises. Include any documented processes, practices, methodologies, etc., that you utilize to facilitate and improve the services delivered.
- B. Describe your qualifications in each of the following skill areas:
- Provide support and/or system enhancements for existing Access applications
 - Feasibility assessment, scope of work definition, and application requirement definition
 - Definition of overall project approach, including such items as deliverables, target review points, testing and implementation plans.
 - Access application analysis, design, testing, training, implementation and documentation including their associated reviews with customers
 - Provide continuity in trained/experienced, customer friendly resources to be provided by the successful Offeror and available throughout project duration
 - Provide support for connectivity or Web-enabling issues should they arise.
 - Integration of Access front-ends with MS SQL Server and Oracle databases
 - Provide access by multiple concurrent users to applications
 - Access application system backup (and recovery) process definition, documentation and implementation
 - Provide technical support for Access applications
 - Provide ongoing modifications and/or maintenance of Access applications

- Provide knowledge transfer service to the customer technical staff
- C. Describe your qualifications in implementing Access solutions in each of the following technical environments:
- Windows Server (2000, 2003, and 2008)
 - Windows 2000, XP and 7 clients
 - Access 2000, 2003, 2007, and 2010
 - MS SQL Server 2000, 2005, and 2008
 - Oracle 9i and 10g
 - Novell Netware file and print servers (these may be used to store the Access data and will be used in the generation of most printed output)

4.3 II. PRIOR EXPERIENCE AND REFERENCES FOR SIMILAR PROJECTS - 50 POINTS

Provide the names, phone numbers and addresses of contact persons for at least three companies, other than the Judiciary, for which the offeror has furnished, within the last five years, technical consulting services that are similar in nature and/or volume to services specified in this RFP. Refer to References section of the enclosed offer.

Include a description of the project and methods employed to keep the project on track and within budget and provide an account of the project's relative success/failure. Describe system and user documentation and end user and technical training provided as a result of the project. Indicate particular challenges posed by the project and methods instituted to overcome them. Provide information as to whether or not you continue to provide maintenance/support for the application or if the user organization has accepted that responsibility. If the latter, describe the knowledge transfer process and acceptance.

4.4 III. RESOURCE MODEL - 50 POINTS

- A. Describe how your company will support the requirements of this RFP.
- B. From the time of receiving a request from the Judiciary for a project to the time the resource starts, what is your average cycle time?
- C. Does your company have minimum timeframe duration that a resource would have to be utilized to be available for use?
- D. Does your company have a minimum number of hours that resources must be utilized a week when actively working on a project for the Judiciary?
- E. Describe where your company would expect the resource(s) to be housed/work when engaged in a project under this RFP.

4.5 IV. PRICING MODEL - 25 POINTS

Provide rates for the resources required to deliver the services specified in this RFP. For each type of resource (e.g., programmer, analyst, etc.), indicate the percentage of time that will be needed for a given SOW. The sum of the percentages on project for all specified resources shall total 100%. The weighted price/hour for each resource type shall be the product of “price/hour” multiplied by the “percentage on project”. The total weighted price/hour shall be the summation of the weighted prices/hour for all resource types and shall be the basis for price evaluation.

Resource Type	Price/Hour	Percentage on Project	Weighted Price/Hour
	\$	%	
	\$	%	
	\$	%	
	\$	%	
	\$	%	
Total		100%	

Price evaluation shall be based on the total, weighted price/hour. Lowest weighted price/hour shall be awarded 25 points. All other cost proposals will be awarded points as follows:

Points allocated to higher-priced, weighted price/hour shall be equal to the lowest weighted price/hour multiplied by the maximum points available for price, divided by the higher price/hour.

END OF SECTION FOUR

SECTION FIVE- OFFER FORM
REQUEST FOR PROPOSALS NO. J13082
TO PROVIDE MICROSOFT ACCESS AND MICROSOFT SQL DATABASE APPLICATION
CONSULTING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT SERVICES TO
THE JUDICIARY, STATE OF HAWAII

Offeror: _____

Honolulu, Hawaii

_____, 2012

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

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in 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; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check _ one 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

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address: _____

City, State, Zip Code _____

Date: _____

Respectfully submitted,

Phone No.: _____

(x) _____
Authorized (Original) Signature

Fax No.: _____

Name and Title (Please Type or Print)

Email Address:

* _____
Exact Legal Name of Company (Offeror)

* 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.

5.1 WRITTEN PROPOSAL

In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - EVALUATION CRITERIA, please provide the requested information and written proposal as to how you will meet the requirements and the Specifications of the contract for System Administration and Database Administration Technical Consulting Services.

- (Section 4.2) **I. Qualifications and Capabilities (50 Points)**
- (Section 4.3) **II. Prior Experience and References (50 Points)**
- (Section 4.4) **III. Resource Model (50 Points)**

(Note: Please refer to Section 3.4.1 of the Procedural Requirements attachment regarding designated confidential data.)

5.2 PRICE QUOTE

The following offer is hereby submitted for Access consulting, application development, implementation and support services. Prices (hourly rate by skill level) shall include all applicable costs and taxes including the Hawaii General Excise Tax, if applicable.

- (Section 4.5) **IV. Pricing Model (25 Points)**

Provide rates for the resources required to deliver the services specified in this RFP. For each type of resource (e.g., programmer, analyst, etc.), indicate the percentage of time that will be needed for a given SOW. The sum of the percentages on project for all specified resources shall total 100%. The weighted price/hour for each resource type shall be the product of “price/hour” multiplied by the “percentage on project”. The total weighted price/hour shall be the summation of the weighted prices/hour for all resource types and shall be the basis for price evaluation.

Resource Type	Price/Hour	Percentage on Project	Weighted Price/Hour (Judiciary Use Only)
	\$	%	
	\$	%	
	\$	%	
	\$	%	
	\$	%	
Total		100%	

5.3 ADDITIONAL INFORMATION

5.3.1 Contract Team

The Offeror certifies that the following is a complete list of all members of the Contract Team 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 listed shall be allowed to perform work on this project.

Provide the complete firm name, address and phone number of the joint or subcontractor. Any modification to this list, subsequent to the award of this contract must be approved by the JCL.

Name	Address	Phone/Fax/ Email	Role/ Responsibility

5.3.2 References

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

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished technical consulting services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section of the enclosed offer.

Company/Agency Name & Contact	Address	Phone/Fax/email

5.3.3 Technical Consultant and Representative Qualification/Security Form

Each Offeror and his personnel and subcontractors shall meet the experience qualifications as indicated in the Special Provisions of this Offer. Please have each technical consultant and representative who will be working on any Judiciary site complete this form. Please explain fully and explicitly as possible to facilitate our evaluation of all individuals who will be working on this contract.

Every Judiciary site is secured by the Sheriff's (Department of Public Safety) and/or by a guard service. Therefore, this form will also serve as a security form. All individuals who will be working on-site through this contract will have a security and background check done by the Judiciary.

Technical Consultant and Representative Qualification/Security Form

Please indicate with a check mark your role in this contract:

_____ Technical Consultant

Your Full Name _____

Social Security Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Employer _____

Employer Business Address _____

Business Telephone Number _____

Business Fax Number _____

Residential Address - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Residential Telephone Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Date of Birth - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Number of years experience in the field as described in this RFP: _____

Names and Dates of previous employers for the last 5 years or attach resume:

Dates _____

Employer _____

Dates _____

Employer _____

Dates _____

Employer _____

Describe in detail all related experiences and certifications as described in this RFP or attach resume:

5.3.4 - WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J13082

Project Description: TO PROVIDE MICROSOFT ACCESS AND MICROSOFT SQL DATABASE APPLICATION CONSULTING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT SERVICES TO THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.
2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SECTION SIX - ATTACHMENTS

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS