

THE JUDICIARY, STATE OF HAWAII

REQUEST FOR PROPOSALS
NO. J15085

TO PROVIDE IBM Z9 NATURAL/ADABAS/CICS/COBOL
AND AS400 DB400/COBOL/CL/JAVA SYSTEMS CONSULTING,
DEVELOPMENT, IMPLEMENTATION AND SUPPORT
SERVICES TO
THE JUDICIARY, STATE OF HAWAII

July 11, 2014

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 1st class mail if not provided) | |
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THE JUDICIARY, STATE OF HAWAII HONOLULU, HAWAII

REQUEST FOR PROPOSALS NO. J15085

Competitive sealed proposals **TO PROVIDE IBM Z9 NATURAL/ADABAS/CICS/COBOL AND AS400 DB400/COBOL/CL/JAVA SYSTEM 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 August 12, 2014, 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: July 11, 2014)

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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 IBM Z9 NATURAL/ADABAS/CICS/COBOL AND AS400 DB400/COBOL/CL/JAVA SYSTEM CONSULTING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT SERVICES TO THE JUDICIARY, STATE OF HAWAII.**

The Judiciary has two legacy systems: the Hawaii Judicial Information System (HAJIS) and the Juvenile Statewide Information System (JUSTIS) that use IBM Z9 NATURAL/ADABAS/CICS/COBOL and AS400 DB400/COBOL/CL/Java, respectively. The Judiciary is currently converting these systems to Oracle/Java, but the timeframe for completion is 5+ years. Although the legacy systems are in code freeze, periodic statutory changes require enhancements to the systems. The continued support of the associated hardware platforms by IBM over the next 5+ years is also a concern. Due to the need to have Judiciary staff support the new Oracle/Java system, the Judiciary now has limited resources to maintain these systems and requires contractor assistance to provide temporary support. Due to the location of the databases on Oahu and because the systems are used to support critical court operations the consultants shall deliver these services from Oahu.

1.2 SIGNIFICANT DATES

Advertisement	7/11/2014
Deadline for Questions	7/22/2014
Response to Written Questions	7/29/2014
PROPOSALS DUE	8/12/14 4:00 PM
Tentative Notice of Award	8/27/14
Tentative Notice to Proceed	9/10/2014

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 **PROVIDE IBM Z9 NATURAL/ADABAS/CICS/COBOL AND AS400 DB400/COBOL/CL/JAVA SYSTEM CONSULTING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT SERVICES TO THE JUDICIARY, STATE OF HAWAII.**

This assistance shall be comprised of two major types of services:

- 1) Support for existing systems; and
- 2) Enhancement of existing systems.

The work will be in the areas of:

- 1) System administration;
- 2) Database administration; and
- 3) Application development.

All services shall follow industry standards and/or best practices with respect to structured development methodologies including: systems analysis, design, build, conversion, testing, training, implementation, and documentation.

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). The JCL and the successful Offeror shall negotiate and agree on SOWs 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 or time and material prices with a cap on the total price.

The product deliverables resulting from an SOW shall be reviewed and be subject to approval by 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 SOWs shall be borne by the successful offeror.

The initial SOW will be for enhancement of the HAJIS system to meet the requirements of House Bill 2246.

2.1.4 Typical Services Specified in Individual SOWs

Where applicable, project SOWs will 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, project plan including such items as timeline, deliverables, target review points, and resource usage. Providing status updates on activities and for time and material SOWs hours used.
 - 2.1.4.3 Presentation and review of system module design and database design/field definition with customer.
 - 2.1.4.4 Presentation and review of database design/field definition with customer including identification of codes, and key indexes needed as part of the system.
 - 2.1.4.5 Specification of 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 Providing support for interfaces to other systems and for web interfaces.
 - 2.1.4.7 Providing procedures and documentation for backup (and recovery) of information with instructions for executing including frequency, that accounts for speed and capacity requirements.
 - 2.1.4.8 Development of implementation, conversion and/or integration plans.
 - 2.1.4.9 Performing Natural/ADABAS/CICS/COBOL and AS400 DB400/COBOL/CI/Java development and testing.
 - 2.1.4.10 Implementation of system at customer site with any required conversion of data.
 - 2.1.4.11 Providing system documentation and training on the use of system.
 - 2.1.4.12 Providing ongoing modifications and/or maintenance.
 - 2.1.4.13 Database Administration: In addition to development, there is a need for both system and system database administration.
 - 2.1.4.14 Providing assistance to Judiciary staff and vendors with system administration.
- 2.1.5 Existing Systems

2.1.5.1 HAJIS - Circuit Court Criminal and Adult Family Court Criminal

The Circuit Court criminal case management system is HAJIS on an IBM z9 mainframe computer. HAJIS was built using ADABAS, Natural 2 and COBOL/CICS. All user access is through 3270 terminals or 3270 emulation on PCs.

HAJIS criminal provides the following functionality:

- 2.1.5.1.1 Case Initiation & Data Entry
 - Process non-compliance
 - Issue bench warrants/penal summons
 - Records management
 - Process judgment/post-judgment order
 - Event logging
 - Record hearing minutes and disposition
 - Close case
 - Identify violator/person

- 2.1.5.1.2 Calendaring & Scheduling
 - Calendar management
 - Schedule hearing
- 2.1.5.1.3 Fiscal
 - None
- 2.1.5.1.4 External Interfaces
 - Public access data terminals
 - HCJDC criminal history interface (separate terminal/system)
 - NCIC (FBI) criminal history interface (separate terminal/system)
 - Online access to case data from authorized criminal justice agencies including Honolulu Police Department, Hawaii Police Department, Maui Police Department and Kauai Police Department
- 2.1.5.1.5 System Administration
 - Code table maintenance
 - Audit records of users and date of data entries or changes
 - User access security and controls

2.1.5.2 HAJIS - Circuit and District Court Civil and Circuit Adult Family Court Civil
 The Circuit Court Civil case management system is HAJIS. HAJIS runs on an IBM z9 mainframe computer. HAJIS is built on ADABAS, Natural 2, and COBOL/CICS. All user access is through 3270 terminals or 3270 emulation on PCs.

HAJIS civil provides the following functionality:

- 2.1.5.2.1 Case Initiation & Data Entry
 - Process non-compliance
 - Issue bench warrant
 - Records management
 - Enter post judgment/order information
 - Event logging
 - Record hearing minutes and disposition
 - Close case
 - Identify person
 - Record pleading/case
 - Enter recorded changes
 - Reflect record
- 2.1.5.2.2 Calendaring & Scheduling
 - Calendar management
 - Schedule hearing
- 2.1.5.2.3 Fiscal
 - None
- 2.1.5.2.4 Case Management
 - Identify rule
 - Identify compliance status
 - Rule compliance
 - Process proof of compliance

- 2.1.5.2.5 External Interfaces
 - External Interfaces
 - Public access data terminals
- 2.1.5.2.6 System Administration
 - Code table maintenance

2.1.5.3 Juvenile Statewide Information System (JUSTIS)

JUSTIS is the Family Court's juvenile case management information system. JUSTIS runs on an IBM iSeries minicomputer and uses DB2/400 as the database with the systems written in COBOL, CL, and JAVA. JUSTIS serves the Family Courts in all circuits. A recent add-on to JUSTIS is the "FC-J In-Court" system. This part of the system is GUI-based and produces Court Officer Recommendations, captures minutes in court and generates court ordered documents real-time in the courtroom. SEER*HPS was the name of Seer Technologies' system development tool used to develop the system. The tool is now called BluePhoenix AppBuilder owned by BluePhoenix Solutions.

JUSTIS provides the following functionality:

- 2.1.5.3.1 Case Initiation & Data Entry
 - Process non-compliance
 - Records management
 - Post judgment/order processing
 - Event logging/hearing minutes entry and maintenance
 - Record hearing disposition/results
 - Juvenile search by name, date of birth and/or sex
 - Juvenile purge ("interim" purge archives non-identifying information for research and statistical purposes)
 - Juvenile summons(WordPerfect) and warrants(SEER)
 - Close case
 - Identify juvenile
 - Record referrals/petitions
 - Post recorded changes
 - Reflect record
 - Track post-disposition compliance tracking
 - Court officer assignments
- 2.1.5.3.2 Calendaring & Scheduling
 - Calendar management
 - Schedule hearing
- 2.1.5.3.3 Fiscal
 - Record fine/restitution amounts
 - Record fine schedules and payments
- 2.1.5.3.4 Report/Document Generation
 - Statistical reporting (age of referrals, caseload activity)
 - Decrees, conditions, mittimus, warrants, orders, etc.
 - Minutes
 - Court Calendars
- 2.1.5.3.5 Detention Services
 - Admissions/Releases

- Track authorized visitors
 - Admissions/Releases for multiple facilities
 - Reports including current population, admissions and sick call lists, releases, etc.
- 2.1.5.3.6 External Interfaces
- Juvenile Justice Information System (JJIS)
- 2.1.5.3.7 System Administration
- Validation table maintenance
- 2.1.5.4 Family Court has also implemented a GUI front end in support of the JUSTIS FC-J In-Court process. Netware file servers are used as system servers to Windows 2000 and later clients. The Family Court's iSeries minicomputer is used as the system's database and host server using SQL and JAVA.
- 2.1.5.5 The JUSTIS FC-J In-Court system includes functionality for probation officers to record recommendations and conditions for disposition/adjudication on juvenile offender (J) cases, which are used by Family court judges as a basis for a disposition and judicial order. In addition, JUSTIS FC-J In-Court is used to record hearing minutes and results, calendar future hearings, and generate decrees, orders of dismissal, bench warrants, mittimus, rules of probation, rules of protection supervision, recalls of warrants, and other general orders. It is used real-time in hearings. JUSTIS FC-J In-Court is in use in all four circuits. BluePhoenix AppBuilder is the proprietary repository-based system development tool used to develop the FC-J In-Court System. The data is entered directly into the JUSTIS DB2/400 database.
- 2.1.5.6 The base juvenile system (DB2/400) was acquired from Maricopa County, Arizona in 1989 and has been modified to meet the needs of Hawaii's Family Courts. It includes, but is not limited to, juvenile demographics, cases (offender and victim), referrals, petitions, legal statutes, warrants and summons, hearings and calendars, conditions and compliance, case assignments, detention and shelter admissions, court officer recommendations, hearing minutes and court orders. Informal adjustments and other dispositions are captured as well as court-ordered dispositions. Compliance (incremental and final) information for informal and court-ordered conditions are also captured. Most users generally do not use ad hoc reporting tools and free-form fields. JUSTIS provides primary case management reports, but its potential to provide ad hoc information and comprehensive case management information has not been fully exploited. Other than the fine and restitution amounts ordered, no accounting system interfaces with JUSTIS. Juvenile probation uses the system for basic monitoring of data, but not for tracking and report functions.
- 2.1.5.7 A two-way interface between the Judiciary's system and JJIS was implemented in 2000. Key information from family court such as verified name and date of birth, judicial and non-judicial dispositions, conditions, hearing data, probation officer, judge, and so forth are uploaded to JJIS. JJIS returns the JJIS ID for each juvenile which updates the JUSTIS juvenile record. JJIS attempts to share key data among the various agencies, including the transmission of hearing results, and an interface to provide

electronic referrals and petitions from the police and prosecutors offices statewide.

2.1.6 System Environments

2.1.6.1 HAJIS: z9 system and its peripherals (IFL, 3745 controllers, token ring removal, etc), and system software (z/VM, VTAM, CICS, ADABAS, HOD, Linux, patch and system upgrades etc.)

Mainframe hardware components:

<u>Product</u>	<u>Description</u>	<u>Qty.</u>
2096-R07	IBM System z9 Business Class	1
0084	HMC	1
0089	SE-Ethernet Switch	1
0114	Cargo Cage Airflow Cd	25
0155	Orbit CEC	1
0160	Fan-out Card	2
0161	MBA Fan-out Airflow	6
0323	STI-A8 Card Mother	1
0325	STI-MP Card Daughter	2
1115	Model R07	1
1502	2 GB Memory Card	4
2323	16 Port ESCON	2
2324	ESCON Channel Port	6
2699	Memory Airflow	4
2901	8GB LICCC Enabled Memory	1
3067	Support Element w/ Dual E	2
3322	FICON Express4 SX	2
3366	OSA-Express2 1000BASE-T E	2
4909	1-Way Processor C01	1
DS6800	SAN with 400GB Usable	1
12-2007	Dual TS1120 Tape Drives	2
3592	Controller and Tape Drives	
IFL	Integrated Facility for Linux Processor	1
3745	Communications Controller	
	IBM Token Ring	

Software

Computer Associates (CA)

- APAS/Insight
- CA90's

- CA-Spool
 - Interest
 - PANVALET
 - PLEU
 - SORT
 - TOP Secret
 - VISION 80 / DYL280
- IBM
- z/OS, z/MVS, z/VM, z/Linux
 - ACF/NCP
 - PSF for z/OS
 - ACF/SSP
 - Unix
 - CICS TS
 - COBOL for MVS & VM
 - InfoPrint - ACF/SSP
 - InfoPrint - AFP Font Collection for MVS
 - InfoPrint - PSF Compatibility Fonts
 - InfoPrint - PSF Base for os/390
 - InfoPrint - PPFA/370
 - InfoPrint - OGL/370
 - HOD
 - NCP
 - TIVOLI Netview and Storage Manager
 - z/OS SDSF
 - z/OS RMF
 - z/OS Communication Server
 - z/OS SDK for zOS (31 & 64-bit)
- Innovation
- FDR
- Oracle
- Oracle 9i Client
 - Oracle Access Manager for CICS
- Software AG
- ADABAS
 - NATL
 - NATL CICS Interface
 - NATL SECURITY
 - Predict
- Other installed systems software
- Attachmate and HOD

2.1.6.2 IBM i-Series AS400

The following technologies are currently used by JUSTIS:

Platforms:

- IBM i v7r1 (running COBOL and CL systems)
- Windows Server (2008) R2

- Websphere
- DB2 database

Development:

- COBOL programming language
- CL programming language
- Java
- DB2

Tools:

- IBM Rational System Developer

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 Federal and 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

Because the work is dependent on statutory changes, it is not possible to estimate the total number of hours that the contractor will need to work on this contract. It is known that the contractor will need to provide services to satisfy the requirements of House Bill 2246 immediately upon hire. This SOW will involve working with Judiciary operations staff, Judiciary IT staff and the staff of the Hawaii Criminal Justice Data Center (HCJDC), an agency of the State of Hawaii, Department of the Attorney General.

2.1.9 Contractor and Judiciary Staff

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

2.2 GENERAL REQUIREMENTS

2.2.1 The Contractor must show qualifications showing their ability to provide IBM Z9 NATURAL/ADABAS/CICS/COBOL and AS400 DB400/COBOL/CL/JAVA system consulting, development, implementation and support services.

The contractor is required to have multiple staff to fulfill each of the major roles of Project Manager, Business Analyst, Tester, Developer, Trainer, and Documentation Specialist. The contractor's staff can fulfill multiple roles, but the contractor shall have a backup plan in the event of staff turnover. The backup plan can include sub-contractors, but the vendor must have multiple staff within their company to fulfill the primary roles.

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 with both IBM Z9 NATURAL/ADABAS/CICS/COBOL and AS400 DB400/COBOL/CL/JAVA system consulting, 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 and vendors 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.
- 2.2.8 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 IBM Z9 Natural/ADABAS and AS400 DB400/COBOL/CI/Java System Consulting, 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 September 8, 2014 to August 31, 2017.

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 Contract Team. Offeror may subcontract portions of this project. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives in section 4.3. 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 V (SR-24)	\$25.66/hr.
INTERMEDIATE	IT Specialist VI (SR-26)	\$27.75/hr.
EXPERT	IT Specialist VII (SR-28)	\$31.21/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 five (5) years IBM Z9 Natural/ADABAS and AS400 DB400/COBOL/CI/Java System Consulting, Development, Implementation and Support Services experience with medium to large scale enterprise systems 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 SOWs 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 HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary. The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.
The tax clearance certificate may be obtained from the following site: <http://www.state.hi.us/tax/2006/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.
- 3.8.3 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

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

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

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

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

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

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

- 3.8.5 Hawaii Compliance Express. 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).

3.8.6 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

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

3.8.8 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	\$1,000,000.00 combined single limit per occurrence (occurrence form) 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 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.

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 PROPOSAL CONTENTS

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 350 points. The four categories are:

I. Prior Experience and References	100 pts
II. Qualifications and Capabilities	100 pts
III. Project Methodology	100 pts
IV. Pricing Quote	50 pts

The offeror shall complete the tables provided below using the Excel spreadsheet provided in this RFP.

4.2 I. PRIOR EXPERIENCE AND REFERENCES - 100 POINTS

- A. Describe in detail your company's prior projects providing IBM Z9 NATURAL/ADABAS/CICS/COBOL and AS400 DB400/COBOL/CL/JAVA consulting, development, implementation and support services for medium to large scale enterprises. At a minimum for each project provide: name of project; description of project; duration and approximate value of the project; and technologies (IBM Z9 NATURAL/ADABAS/CICS/COBOL and AS400 DB400/COBOL/CL/JAVA) involved in the Excel spreadsheet provided. Additional detail, in separate written format, can be provided to expand on the projects listed. List projects worked on by the offeror only; not sub-contractors.

Project #	Project Name	Description	Duration	Value	Technologies used	Reference name

- B. For each project listed provide a reference(s) and contact information who can confirm your company's role in the project and your company's ability to deliver satisfactorily completed projects on-time and within budget.

Reference Name	Role	Company/ Gov Agency	Contact Tel Number	Contact Email address

4.3 II. QUALIFICATIONS AND CAPABILITIES - 100 POINTS

- A. List the name of each person to be assigned to the project, their company, their role(s), and whether they will work onsite/offsite or both. If the person is a subcontractor, provide the name of the subcontractor's company. Provide the resumes for each person assigned to the contract. If the person worked on any of the projects listed in section 4.2, provide the project numbers in the Project History.

Name	Company	Role(s)	Onsite/Offsite or both	Project History

- B. For each person listed provide the number of years of experience for the key skills. List the name of the subcontractor's company if the person is a sub-contractor. There is a preference for an offeror that has multiple staff with the majority of skills within the offeror's company that can support the project and also act as backup in the event of a termination. Use of subcontractors will have a lower preference if the subcontractor provides primary support for a particular skill area. Multiple subcontractors for a specific skill set will offset concerns about terminations by subcontractors.

Name	Company Name	Natural	ADABAS	CICS	COBOL	DB400	CL	JAVA

Name	Company Name	Proj Mgr	Bus Analyst	Prog	Tester	Doc Spec

The Offeror certifies that the staff provided in this section 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.

- C. Provide the address and contact information for subcontractors provided in Sec 4.3.

Sub Contr. Company Name	Address	Phone/Fax/Email	Role/Responsibility

4.4 III. PROJECT METHODOLOGY - 100 POINTS

- A. Describe the project methodologies used by your company and how those methodologies may be used on the SOWs.
- B. Provide examples of project documentation either for prior projects and/or in template form, including samples of SOW or SOW templates that you have used in the past.
- C. 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?
- D. Does your company have minimum timeframe duration that a resource would have to be utilized to be available for use?
- E. 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?
- F. Describe where your company would expect the resource(s) to be housed/work when engaged in a project under this RFP. The Judiciary has limited space for

contractors; however it values contractors that can be on-site for specific tasks particularly requirements gathering, training, and implementation.

4.5 IV. PRICING QUOTE - 50 POINTS

Provide rates for the resources required to deliver the services specified in this RFP. All prices (hourly rate by skill level) shall include all applicable costs and taxes including the Hawaii General Excise Tax, if applicable. For each type of resource (e.g., Project manager, business analyst, programmer, tester, documentation technician, 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 50 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. J15085
TO PROVIDE TO PROVIDE IBM Z9 NATURAL/ADABAS/CICS/COBOL AND
AS400/DB400/COBOL/CL/JAVA SYSTEM CONSULTING, DEVELOPMENT,
IMPLEMENTATION AND SUPPORT SERVICES TO THE JUDICIARY, STATE OF HAWAII,**

Offeror: _____

Honolulu, Hawaii

_____, 2014

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 hereby proposes to Competitive sealed proposals **TO PROVIDE IBM Z9 NATURAL/ADABAS/CICS/COBOL AND AS400 DB400/COBOL/CL/JAVA SYSTEM CONSULTING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT SERVICES TO THE JUDICIARY, STATE OF HAWAII,**

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

Federal I.D. No. _____

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

Business address:

City, State, Zip Code

Payment address:

City, State, Zip Code

Respectfully submitted,

Date:

(x) _____

Phone No.: _____

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, provide the requested information and written proposal as to how you will meet the requirements and the Specifications of the contract for IBM Z9 Natural/ADABAS and AS400 DB400/COBOL/CI/Java System Consulting, Development, Implementation and Support Services.

The offeror shall complete the tables provided in section 4 using the Excel spreadsheets provided.

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

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

5.2 CONTRACT TEAM

The Offeror certifies that the staff and subcontractors listed in section 4.3 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.

5.3 PRICE QUOTE

The offeror shall include all applicable costs and taxes including the Hawaii General Excise Tax, if applicable in their price quote for section 4.4.

5.4 CONTRACTOR STAFF SECURITY FORM

All individuals who will be working on-site through this contract shall have a security and background check done by the Judiciary. The following form shall be required to be filled out by contractor and subcontractor staff at the time of award.

Contractor Staff Security Form

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.*

5.5 - WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J15085

Project Description: TO PROVIDE IBM Z9 NATURAL/ADABAS/CICS/COBOL AND AS400 DB400/COBOL/CL/JAVA SYSTEMS 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

HB-2246 - NATIONAL INSTANT CRIMINAL BACKGROUND CHECK SYSTEM (NICS)

EXCEL SPREADSHEETS FOR SECTION FOUR PROPOSAL TABLES