

The Judiciary  
State of Hawaii  
Office of the Chief Court Administrator,  
1<sup>st</sup> Circuit  
777 Punchbowl Street  
Honolulu, HI 96813

## Notice to Offerors

- Financial Services Department, Contracts & Purchased is not notified when a particular solicitation is viewed or downloaded. Therefore, Offerors interested in responding to this solicitation must first register their participation by completing and submitting this Registration Form.
- The completed Registration Form must be e-mailed to Ms. Tritia Cruz as listed below as soon as possible after downloading this solicitation, but in any case, prior to the deadline for offers.
- Only Offerors who are registered will be forwarded addenda and/or other notices related to this solicitation when issued, if any. Failure to register may result in the Offeror not receiving addenda and/or other solicitation related notices, and such offers may therefore be rejected, and not considered for award.
- Failure of the Offeror to receive any such addenda shall not relieve the Offeror of any obligation under this solicitation. It remains the responsibility of the Offeror to complete and submit its offer in accordance with the instructions contained in this solicitation, as well as subsequent interpretations and addenda, if any.

Number:	RFP J22304
Title:	Design, Furnish, Install, and Maintain a Photovoltaic System with Battery Storage for the Ronald TY Moon Judiciary Complex in Kapolei
Deadline:	2:00 p.m. Hawaii Standard Time, June 6, 2022

### Technical Questions:

Contact Person:	Dee Dee Letts
Contact's e-mail Address:	DeeDee.D.Letts@courts.hawaii.gov

### All Other Questions:

Contact Person:	Ms. Tritia Cruz
Contact's e-mail Address:	Tritia.L.Cruz@courts.hawaii.gov

### Offeror Information:

Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's e-mail Address:	
Contact's Telephone/ Facsimile No.:	

JUDICIARY – STATE OF HAWAII

OFFICE OF THE CHIEF COURT

ADMINISTRATOR, 1<sup>ST</sup> CIRCUIT

April 2022

REQUEST FOR PROPOSAL

RFP J22304

SEALED PROPOSALS

DESIGN, FURNISH, INSTALL, AND MAINTAIN A PHOTOVOLTAIC SYSTEM WITH BATTERY  
STORAGE FOR THE RONALD TY MOON JUDICIARY COMPLEX IN KAPOLEI

will be received up to 12:00p.m.

on

June 6, 2022

The Judiciary, State of Hawaii  
Financial Services Department  
Kauikeaouli Hale (District Court Building)  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813-2807

Site Inspection / Pre-Proposal Conference will be held on May 6, 2022 at 2:00 p.m. HST  
at the Ronald TY Moon Judiciary Complex; interested parties shall meet at the Staff  
Parking area at the southeast corner of the complex. Attendance is mandatory.

Questions relating to the technical aspects to this solicitation may be directed to Ms. Dee Dee  
Letts via email at [DeeDee.d.Letts@courts.hawaii.gov](mailto:DeeDee.d.Letts@courts.hawaii.gov). If you have any questions regarding the  
administrative portion of the RFP, questions may be directed to Ms. Tritia Cruz in the Contract  
& Purchasing Office via email at [Tritia.L.Cruz@courts.hawaii.gov](mailto:Tritia.L.Cruz@courts.hawaii.gov).

/s/ Rodney A. Maile

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Rodney A. Maile  
Administrative Director of the Courts

## **1.0 OVERVIEW OF PROCUREMENT PROCESS**

### **1.1 RFP Organization**

This RFP is organized as follows:

- Section 1. Overview of Procurement Process. Provides Offerors with a general overview of the RFP process.
- Section 2. Purpose and Overview. Provides Offerors with general information about the objectives of this project and RFP, and critical success factors.
- Section 3. Scope of Work and Requirements. Provides Offerors with a general description of the tasks to be performed, delineates JUDICIARY and Contractor's responsibilities, stipulates Offeror qualifications, and defines deliverables.
- Section 4. Proposal. Describes the required format and content for the Offeror's submittal, and establishes requirements for the Price Proposal.
- Section 5. Proposal Evaluation. Describes how proposals will be evaluated by the JUDICIARY.
- Appendix 1. Standard Qualification Questionnaire for Offerors Form
- Appendix 2. Proposal Identification and Information Form
- Appendix 3. Wage Certificate
- Appendix 4. Contract Minimum and Special Conditions
- Appendix 5. Record Drawings for the Ronald TY Moon Judiciary Complex (for information only)
- Appendix 6. Locations for the Temporary Parking Area and for the Electrical Connection for the Photovoltaic System
- Appendix 7. General Conditions

### **1.2 Procurement Authority**

This procurement is being conducted as a competitive sealed proposals procurement in accordance with the procedures set forth in §103D-303 of the Hawaii Revised Statutes (hereinafter "HRS") and Title 3, Subtitle 11, Chapter 122, Subchapter 6 of the Hawaii Administrative Rules (hereinafter "HAR"). The relevant provisions of §103D, HRS, and their associated HAR, are incorporated by reference and made a part of this RFP.

### **1.3 Judiciary Contract Lead**

For purposes of this Contract, the following person is designated the Judiciary Contract Lead:

Dee Dee Letts  
email: [deedee.d.letts@courts.hawaii.gov](mailto:deedee.d.letts@courts.hawaii.gov)  
Phone: (808) 538-5990  
Fax: (808) 539-4402

Judiciary Contract Lead Office  
Judiciary, State of Hawaii  
First Circuit

#### 1.4 Procurement Timetable

Except as noted, the following schedule represents the JUDICIARY's best estimate. All times indicated are Hawaii Standard Time (HST). If any component of this schedule is delayed, the rest of the schedule will likely be amended by the same number of days, however the JUDICIARY reserves the right to amend or revise the timetable without prior written notice when such revision or amendment is in the JUDICIARY's best interest.

Public Notice announcing Request for Proposal (RFP)	April 11, 2022
<b>Standard Qualification Questionnaire Due at:</b> The Judiciary, State of Hawaii Financial Services Department Kauikaouli Hale (District Court Building) 1111 Alakea Street, 6th Floor Honolulu, HI 96813-2807 Attn: Ms. Tritia Cruz	12:00 p.m. HST, April 27, 2022
Notice to all offerors as to which offerors have been short-listed	April 29, 2022
Site Inspection / Pre-Proposal Conference	2:00 p.m. HST, May 6, 2022
Deadline for submission of written questions	On or before 4:00 p.m., May 16, 2022
JUDICIARY's responses to written questions	May 23, 2022
<b>Proposals due at:</b> The Judiciary, State of Hawaii Financial Services Department Kauikaouli Hale (District Court Building) 1111 Alakea Street, 6th Floor Honolulu, HI 96813-2807 Attn: Ms. Tritia Cruz	12:00 p.m. HST, June 6, 2022
Evaluation of Proposals	June 8, 2022
Contractor(s) Selected	June 9, 2022
Contract Award	June 10, 2022
Contract Commencement Date/Notice to Proceed	On or about June 15, 2022

#### 1.5 Standard Qualification Questionnaire For Offerors

This Request for Proposal (RFP) is issued to prequalify offerors to select a short list of no more than three (3) responsible offerors, prior to the submittal of proposals. The Standard Qualification Questionnaire form due date is indicated in Section 1.4. Notice will be given to all offerors as to which offerors have been short-listed as indicated in Section 1.4. Offerors who have been included on the short list shall be the only Offerors whom may submit a proposal in response to this RFP.

## **1.6 Cancellation of RFP; Rejection of Proposals**

This RFP may be Cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the Judiciary.

## **1.7 Required Review/Written Questions**

It is the Offeror's responsibility to carefully review this solicitation for defects and questionable or objectionable matter. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.

Comments concerning defects, discrepancies, omissions, questionable or objectionable matter, or questions related to this RFP must be made in writing to allow issuance of any necessary amendments to the RFP. It will also help prevent exposure of Offeror's proposal prepared in response to a defective or inaccurate solicitation upon which award could not be made.

Comments related to this solicitation shall be communicated in writing to the appropriate RFP contact person identified, in the Notice to Offerors via e-mail by the date and time established for submission of written questions to ensure an official response. The JUDICIARY will not respond to oral or informal questions.

Such comments shall contain pertinent information to identify the prospective Offeror, its telephone number, e-mail address, the RFP number, as well as reference to the specific page, section, and/or paragraph as applicable.

The response to the prospective Offerors' written questions received by the scheduled date indicated in section 1.4, shall omit reference to the source(s) of the questions, shall be issued as an addendum to the RFP, and shall become a part of the RFP. The JUDICIARY will publish the questions as they are submitted including any background information provided with the question. The JUDICIARY at its sole discretion may omit questions which may be combined or paraphrase questions and background content for clarity.

The JUDICIARY's responses shall be communicated in writing via published addenda to this RFP. Offerors who have submitted an RFP Registration Form will receive notification of any addenda from the date the Registration Form is received. The JUDICIARY is not responsible for delays or non-receipt of such responses or any communications by the prospective Offerors.

If an Offeror submits a question after the scheduled date, the JUDICIARY may answer the question but does not guarantee that the answer will be provided prior to the Proposal due date.

## **1.8 RFP Addenda**

The JUDICIARY reserves the right to amend this RFP at any time prior to the closing date of the RFP. All addenda issued shall be incorporated into the resulting contract. Failure of any Offeror to complete and submit an RFP Registration Form or receive any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation.

## **1.9 Notice of Intent to Offer (Letter of Intent)**

A notice of intent to submit a Proposal is NOT required.

## **1.10 Site Inspection / Pre-Proposal Conference**

A Site Inspection / Pre-Proposal Conference will be held on May 6, 2022 at 2:00 p.m. HST at the Ronald TY Moon Judiciary Complex; interested parties shall meet at the Staff Parking area on the southeast corner of the facility. Attendance is mandatory.

Submission of a proposal shall be evidence that the Offeror understands the scope of the project and shall comply with all requirements stated herein, if awarded the contract. No additional compensation, subsequent to proposal opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

#### **1.11 Deadline for Proposals**

Proposals shall be received only until the hour and date set for the due date indicated in section 1.4. Proposals received after the deadline shall be rejected and returned unopened. Timely receipt of offers shall be evidenced by the date and time registered by Financial Services Department time stamp clock.

#### **1.12 Proposal Opening**

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection upon posting of the award.

#### **1.13 Disqualification of Offers**

The JUDICIARY reserves the right to consider as acceptable only those proposals submitted in compliance with all the requirements set forth in this RFP and which demonstrate an understanding of the issues involved and the scope of work.

An Offeror shall be disqualified, and the Offeror's Proposal shall be rejected for any one or more of the following non-exclusive reasons as solely determined by the JUDICIARY:

1.13.1 Proposal received after specified deadline.

1.13.2 Proposal is deemed incomplete or lacking in key requirements or forms.

1.13.3 A Proposal with conditional proposals including but not limited to a Proposal which includes any other set of terms and conditions, or any terms or conditions contradictory to those included in this RFP.

1.13.4 A Proposal signed by other than an authorized individual, or a Proposal not containing an original signature in ink.

1.13.5 A faxed or electronically submitted proposal will not be accepted or acknowledged.

1.13.6 More than one Proposal from an individual, firm, corporation or joint venture under the same or different names (Offeror), whereby all proposals from the Offeror shall be rejected.

1.13.7 Evidence to the JUDICIARY's sole satisfaction of collusion among Offerors, lack of responsibility and cooperation to JUDICIARY requests during the RFP process or as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).

1.13.8 Failure to possess proper licenses, facilities, equipment or sufficient experience to provide the proposed solution or to perform the work contemplated.

1.13.9 Evidence of any noncompliance with any applicable law or rule.

#### **1.14 Proposal Evaluation**

The JUDICIARY will conduct a comprehensive, fair, and impartial evaluation of the proposals it receives in response to this RFP. Refer to Section 5 of this RFP for specific requirements and details of the process.

#### **1.15 Proposal as Part of the Contract**

This RFP and part or all of the successful proposal may be incorporated into the contract.

#### **1.16 Additional Terms and Conditions**

The JUDICIARY reserves the right to add terms and conditions during contract negotiations, if any. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

#### **1.17 Offer Acceptance Period**

The JUDICIARY's acceptance of a proposal, if any, will typically be made within ninety (90) Calendar days after the opening of proposals. Prices quoted by the Offeror shall therefore remain firm for ninety **(90) Calendar days from the receipt of proposals.**

#### **1.18 Contract; Contract and Performance Period**

The CONTRACTOR receiving the award shall be required to enter into a formal written contract. Upon execution of contract, the JUDICIARY will issue a notice to proceed and a fully executed copy of the contract to the CONTRACTOR. No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the contract as the JUDICIARY is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

##### **1.18.1 Contract Term**

The Contract Term shall commence upon full execution of the contract and the issuance of the Notice to Proceed (NTP) (on or about June 15, 2022) and shall end 365 calendar days after issuance of the NTP.

##### **1.18.2 Performance Period**

The CONTRACTOR shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

#### **1.19 Contract Award**

Award, if any, shall be made to the responsible Offeror with the highest number of points and whose proposal the JUDICIARY deems most advantageous in accordance with the evaluation criteria specified.

#### **1.20 Responsibility of Offerors; Hawaii Compliance Express**

The Offeror is advised that if awarded a contract under this RFP, offeror shall, upon award of contract, furnish proof of compliance with the requirements of HRS §103D-310 and HAR § 3-122-112 including:

- Chapter 237, General Excise Tax Law;
  - Chapter 383, Hawaii Employment Security Law;
  - Chapter 386, Workers' Compensation Law;
  - Chapter 392, Temporary Disability Insurance;
  - Chapter 393, Prepaid Health Care Act; and
  - Chapter 103D-310, Certificate in Good Standing for entities doing business in the State of Hawaii
- One of the following:
    1. Be registered and incorporated or organized under the laws of the State of Hawaii  
(hereinafter referred to as a "Hawaii business"); or
    2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

The Contractor may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Compliance". The HCE provides current compliance status as of the issuance date. In order to meet compliance, the certificate must indicate "COMPLIANT". This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

Due to the time required to obtain the HCE *Certificate of Vendor Compliance*, it is highly recommended that the interested Offeror begin the registration process immediately.

#### **1.21 Failure to Execute Contract; Timely Submission of Certificates**

At time of contract award, the above *Certificate of Vendor Compliance* and any other documentation and certification shall be submitted to the JUDICIARY, Procurement and Contracts Branch as soon as possible or by the deadline established by JUDICIARY. If a valid certificate or compliance documentation is not submitted on a timely basis for award of a contract, award made to an Offeror otherwise responsible may be annulled.

Failure to execute a contract as required within ten (10) Calendar days or such further time as the JUDICIARY may allow after the Awardee has received the contract for execution shall be just cause for the annulment of the award. JUDICIARY may award the contract to the next responsible Offeror or may call for other offers, whichever is deemed to be in the best interest of the JUDICIARY.

#### **1.22 Notification of Award; Non-selected Offeror(s)**

Upon award to the successful Offeror(s), the JUDICIARY shall post publicly, a notice of award which may be viewed on the Judiciary Website.

#### **1.23 Protest**

Pursuant to §103D-701, HRS and §3-126, HAR, a protest of the solicitation must be made prior to proposal opening, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract or within five (5) working days following a debriefing. The notice of award(s) resulting from this solicitation shall be posted on the Hawaii Awards and Noticed Data System (HANDS) website at <https://www.courts.state.hi.us/fiscal/awards>.



Any protest pursuant to §103D-701, HRS and §3-126, HAR shall be submitted in writing to the JUDICIARY's Administrative Director of Courts, Rodney Maile, 417 South King St. Honolulu, HI 96813

## **1.24 Requirements for Performance and Payment Bonds**

Pursuant to HAR 3-122-224, before any contract can be entered into, the CONTRACTOR shall provide performance and payment bonds to the State. The performance and payment bonds shall be in the penal sum of hundred percent (100%) of the amount of the contract awarded.

## **RFP PURPOSE AND OVERVIEW**

### **2.0 Purpose and Introduction**

The purpose of this RFP is to provide a photovoltaic system, including battery storage, that is capable of both 1) providing as close to 100% as possible of the current daily electrical consumption for the Juvenile Detention Facility (JDF) and 2) provide an alternative source of power for the JDF when HECO supplied power is unavailable.

The Judiciary understands that Photovoltaic ("PV") systems can be designed in many different ways. The Judiciary must therefore measure the benefits against the costs. This RFP will allow the Judiciary to evaluate the proposed solutions and related costs and to select the system providing the best value for the Judiciary.

Work included under this RFP includes the design and installation of a Photovoltaic System with Battery Storage.

Budget for the project is two million (\$2,000,000.) to two million three hundred thousand (\$2,300,000.)

At a minimum, the Judiciary desires a system comprised of the following:

- A PV system, in place complete, located over the Staff Parking area that will generate a minimum capacity of 400 KW. Should the designed system not cover the entire employee parking area the system must be designed to cover the minimum area that is necessary.
- A structural support system that will support the PV system, including lighting that will allow the existing parking lot lighting to be abandoned if necessary. If the system proposed does not cover all of the available area, the structural support system should be designed to allow for future expansion of the PV panels.
- Installation shall not decrease the number of parking stalls available at the end of the installation. The Judiciary will provide a temporary parking area for up to one-third (1/3) of the staff parking stalls at any one time, at no cost to the contractor.
- A Battery storage system, in place complete, including facilities to house the battery storage system, designed to provide enough electricity to power the Juvenile Detention Facility ("JDF") for a minimum of 24 hours, which is approximately an average of 1,800 KWh per day. The location of the battery storage facilities will be determined in consultation with the successful bidder.
- A control and monitoring system that can be accessed remotely via the internet.

The Judiciary desires a vendor who has the products, capability, and personnel necessary to undertake this project, who can provide a sound roadmap for future upgrades and who can articulate commitment to the product innovation and to the support of emerging standards.

The Judiciary intends to have full ownership of the installed system.

### **3. SCOPE OF WORK; PROJECT AND OFFEROR REQUIREMENTS**

#### **3.1 PHOTOVOLTAIC AND BATTERY SYSTEM REQUIREMENTS**

The Judiciary desires a system comprised of the following components:

- 1) A PV system capable of generating a minimum of 400 KW.
- 2) A battery system capable of powering the JDF for a minimum of 24 hours.
- 3) The vendor must submit a detailed design proposal to maximize the use of the entire system.
- 4) The vendor must provide maintenance during the warranty period and be able to enter into a maintenance schedule with the Judiciary should the Judiciary want.
- 5) A system whose structural design allows for additional panels to be added in the future without redoing the existing structural system.

The Specifications listed below are minimum design requirements.

- 1) Photovoltaic Modules
  - SunPower panels or approved equivalent
  - High efficiency (minimum 21% efficiency), monocrystalline modules
  - Tempered glass low reflectance panel with marine grade salt/corrosion resistant construction.
  - Listed on the California Energy Commission's PTC list. Canadian Solar, LDK Solar or approved equal
  - 25-year minimum power production and 25 year product warranties from the manufacturer
  - Warranted maximum 0.25% per year degradation rate
- 2) Inverters
  - 90% minimum CEC efficiency rating.
  - Enclosures shall be NEMA 4 stainless steel
  - Minimum manufacturer's warranty of 20 years.
- 3) Batteries
  - Tesla Powerpack 2 or approved equal
  - Minimum 20-yr manufacturer's warranty
- 4) Monitoring System
  - Manufacturer approval for monitoring of system components.
  - Workmanship warranty of five (5) years shall be included.

#### **3.2 SYSTEM INSTALLATION**

All work performed during normal business hours must not interfere with the facilities operations. The regular working hours for this project are from 7:45 a.m. to 4:30 p.m., Monday through Friday, excluding State Holidays.

The CONTRACTOR shall phase the installation to temporarily eliminate the fewest number of parking stalls at any given time during the installation work. The CONTRACTOR shall provide a temporary parking area that is capable of providing parking equal to or more than the number of permanent stalls eliminated. The CONTRACTOR shall be responsible for making the temporary parking area useable for

parking private cars, which may include clearing and grubbing, grading, adequate signage and parking stall delineation, dust control and associated maintenance.

The CONTRACTOR shall hire sheriffs to oversee any work they will be performing inside a Judiciary owned building. Sheriffs are not required for work in the parking area. Sheriffs are required to be on site with the CONTRACTOR when performing any work in a building. Arrangements for Sheriffs are made by calling Sheriff Kurt Enos at (808) 587-3663 or Cell (808) 285-6001 or email at kurtland.d.enos@hawaii.gov. Special duty officer charges are \$30 an hour or any fraction thereof (minimum of quarter hour increments), a minimum of 4 hours is required unless approved beforehand.

The PV system shall be installed in a professional manner conforming to existing building codes, City and County of Honolulu Fire Code Regulations, and in accordance with the manufacturer's installation specifications.

After the installation of the system, the CONTRACTOR shall conduct a test of the complete system, sending signals to the central monitoring station to confirm proper operation of the system. Testing to be conducted in the presence of the Judiciary's designee. The CONTRACTOR shall provide operating manuals, telephone assistance for connection purposes, and on-site training as necessary for the authorized personnel.

### **3.3 QUALITY OF EQUIPMENT**

All equipment, materials, and supplies furnished under this project shall be new and currently in manufacture, in perfect condition, designed specifically to perform its intended service and function, shall have warranties applicable to new products, and shall meet or exceed industry standards. It shall be free from defects that may render it unfit to use. Damaged or rejected items must be immediately removed from the site and replaced with items of the specified quality.

All system components offered shall be currently in production and shall meet all applicable federal, state and local electrical, fire, safety codes and other applicable laws, regulations and codes. Equipment shall contain only manufacturer's factory approved parts to maintain all manufacturer's warranties. All hardware and software provided shall be manufactured to meet the latest version of applicable standards for their use. Damaged or rejected products must be immediately removed from the site and replaced with products of the quality required by these specifications.

Failure to replace or to remove any rejected product shall not relieve the CONTRACTOR from the responsibility imposed upon it by the contract.

The Judiciary may, at any time and by written order, stop the delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of its obligation to complete its work within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

### **3.4 TRAINING**

CONTRACTOR shall provide comprehensive training for Judiciary staff. Training shall be in-person and shall include, but is not limited to: usage of the system, monitoring the system, updating user information, and troubleshooting equipment.

If requested by Judiciary staff, CONTRACTOR shall furnish one hardcopy and/or one electronic document of any training materials, Support Manuals, and/or Quick Reference Sheets within five (5) business days of JUDICIARY request.

### 3.5 MAINTENANCE SERVICE

Maintenance services shall be available through the contractor at the end of the warranty period should the JUDICIARY decide to enter into a maintenance contract. These services shall include on-site annual maintenance service and bi-annual cleaning to maintain the equipment in good operational condition. The CONTRACTOR shall contact the Judiciary at least twenty-four (24) hours in advance to schedule maintenance.

Maintenance service and repair shall be performed by the CONTRACTOR's qualified service personnel during the Judiciary's normal operating hours, Monday through Friday. The CONTRACTOR shall have a service center located within the State of Hawaii and shall stock appropriate spare parts to respond to and remedy any malfunctions within twenty-four (24) hours.

### 3.6 OFFEROR QUALIFICATIONS

The purpose of the Offeror Qualifications section is to provide the JUDICIARY the ability to verify the experience and knowledge claims made in the proposal by the Offeror and to assess the Offeror's prior record in providing services to other organizations.

Failure on the Offeror's part to meet the requirements herein may result in a determination of non-responsiveness and subsequent disqualification of Proposal. These requirements shall remain in effect throughout the entire contract period. Failure to maintain these requirements may result in cancellation of **award or early, partial, or termination of a contract.**

At the time of proposing and during the contract period, Offeror must meet the following minimum qualifications.

Substantiating information or documentation shall be provided in offeror's proposal (Refer to RFP Section 4).

3.6.1 **Authorized Dealer or Distributor.** At the time of submission of proposal and throughout the contract period, Offeror shall be a manufacturer-authorized distributor or reseller of PV systems offered.

3.6.2 **Office Location.** Offeror shall have a permanent, Hawaii-based facility from where business is conducted and from where company representatives are accessible to telephone calls for complaints or requests that require immediate attention. An answering service is not acceptable.

3.6.3 **Experience.** Possess at least three (3) years of previous experience providing similar services to include the ability to design, furnish, install, and maintain offered PV systems.

3.6.4 **Install and Maintain.** Offeror shall have the ability to install and maintain equipment offered.

3.6.5 **Installer/Installation Service Provider.** Offeror shall have at least two (2) manufacturer-trained and, if applicable, certified installers or installation service provider's possessing installation experience. If Offeror does not have installation capabilities, Offeror shall arrange with a third-party provider with a trained installer.

3.6.6 **Point-of-Contact.** Offeror shall designate at least one (1) employee as the JUDICIARY liaison and primary point-of-contact for this contract. This individual shall be based in the State of Hawaii and shall be capable of answering questions.

- 3.6.7 **Permits, Licenses, Certifications.** Offeror shall possess a valid General Contractor “A” license and specialty licenses C-13 and C-60. Licenses shall be current at the time of submittal and throughout the contract period. Offeror shall include all license numbers with their proposal.

Offerors proposal shall provide satisfactory evidence of his ability to perform under this contract, if awarded. The proposal shall include a description and detailed information about the PV system Offeror is proposing for the Judiciary.

## **4. PROPOSAL**

### **4.1 General Requirements**

**4.1.1** Any and all costs incurred by an Offeror in preparing and submitting a Proposal and conducting discussions, if any, shall be at the Offeror’s sole expense and are the Offeror’s sole responsibility. This includes the cost of any visits to client references, and JUDICIARY locations by an Offeror, but does not include any costs incurred by the JUDICIARY or its representatives for Offeror demonstrations or site visits.

**4.1.2** Before submitting a proposal, each Offeror must examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.

**4.1.3** Offerors are charged with presumptive knowledge of all requirements of all cited authorities. Offeror must become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work before submitting a proposal. Submission of a valid executed proposal by any prospective Offeror shall constitute admission of knowledge on the part of such Offeror.

**4.1.4** The Scope of Work, Minimum Contract Provisions, General Conditions and other documents referenced in or attached to the proposal shall be considered a part of the proposal submitted, whether or not attached to the proposal at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the proposal.

**4.1.5** Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

**4.1.6** Any proposal may be withdrawn at any time prior to but not after the hour fixed by public notice as the deadline for receipt of offers, provided that a request in writing, executed by the Offeror or the duly authorized representative, and is filed with the Financial Services Department, Contracts & Purchasing Branch. The withdrawal of a proposal shall not prejudice the right of an Offeror to submit a new proposal, but any such new proposal must still be received before the stated deadline.

**4.1.7** A proposal that contains any omission, erasure, addition not called for, conditional offer or irregularity of any kind may be rejected. Corrections, if necessary, shall be made by lining out the materials to be corrected and by inserting the correction as close to the line-out as possible. Every such correction must be initialed by authorized individual signing the Proposal Identification and Information Form.

## **4.2 Confidential Information in Proposal**

The contents of any proposal shall not be disclosed during the review, evaluation, or discussion process. Once the notice of the award is posted, all proposals (both successful and unsuccessful) become available for public inspection.

If an Offeror believes that any portion of the proposal contains information that should be withheld as confidential, then the Financial Services Department, Contracts & Purchasing Branch should be so advised in writing. Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the Proposal, be clearly marked, and shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

Whether those parts shall remain confidential will be determined under § 3-122-58(b), HAR and Chapter 92F, HRS. Pursuant to Section 3-122-58, HAR, if a person requests to inspect the portions of a proposal designated as confidential, the head of the purchasing agency or designee shall consult with the Judiciary's Staff Attorney and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

## **4.3 Proposal Preparation**

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the offeror has identified as necessary to successfully meet the obligations outlined in this RFP.

The proposal shall describe in detail the offeror's ability and availability of services to meet the primary project goal of this RFP as stated herein. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate to the purpose of this RFP. Emphasis shall be on completeness and clarity of content. If any additional information is required by the JUDICIARY regarding any aspect of an offeror's proposal, such information shall be provided within two (2) business days of the JUDICIARY's request unless otherwise stated or directed by JUDICIARY.

## **4.4 Proposal Security**

Bid Security of 5% of the proposal amount is required if submitting a Proposal. The original Bid Security document must accompany the Offeror's proposal

## **4.5 Proposal Submission and Format**

This section prescribes the standard format for a proposal submitted in response to this RFP.

Offeror shall submit a Proposal using the exact forms or reproductions of such forms as provided and as otherwise instructed by this RFP. Failure to comply may result in a determination that the proposal is non-responsive.

The standard format will facilitate the JUDICIARY's review, comparison, evaluation of proposals, and verification as to whether the minimum requirements are met by each Offeror and the Offeror's Proposal. The format is not intended to limit the content of a proposal in any way. The offeror may include any additional data or information that is deemed pertinent to this RFP.

Unless otherwise noted, proposal shall be submitted as follows:

**4.5.1**     Copies. Offeror shall submit one (1) original and three (3) hard copies.

**4.5.2** Offeror shall submit the signed proposal in a sealed envelope, package or container, together with the required offer security, if any. The envelope, package or container shall be clearly identified with the RFP number and the name and address of the Offeror.

#### **4.6        Proposal Organization and Content**

Sections of the proposal shall be separated using index dividers. Proposals shall be organized in this order:

Table of Contents: The table of contents shall clearly identify the material by section and by page number.

Section 1:     Proposal Identification and Information Form (See Appendix 2)

Section 2:     Executive Summary

Section 3:     Offeror Qualifications

                 Subsection 3a: Offeror History and Background

                 Subsection 3c: Project History List

                 Subsection 3d: Project Team Organization

Section 4:     Proposed Solution including Technical Proposal and Timeline of Installation

                 Subsection 4a: Proposed Solution / Technical Proposal

                 Subsection 4b: Timeline of Installation

                 Subsection 4c: Summary list of Manufacturers products provided

                 Subsection 4d: Product brochures, literature, third party reports and/or reviews or specifications sheets

Section 5:     Price Proposal

Section 6:     Subcontractors (if any)

Attachments: Proof of Authorized Distributor Status Copy of

                 Contractors C-60 License Wage Certificate

                 Sample Invoice

                 Proof of Compliance Documents

Additional information about the specific requirements of each section follow.

#### **4.7        Proposal Identification and Information Form**

Offeror shall submit the Proposal under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and shall indicate exact legal name in the appropriate space on the Proposal Identification and Information Form. Failure to do so may result in rejection of the proposal or delay proper execution of a resulting contract, if any.

The authorized signature on the Proposal Identification and Information Form shall be an original signature in ink. If unsigned or if the affixed signature is other than an original signature (such as a facsimile or a photocopy), the proposal shall be automatically rejected unless accompanied by other material containing an original authorized signature, indicating the Offeror's intent to be bound.



## 4.8 Executive Summary

The executive summary shall summarize the contents of the Proposal in a way that gives readers a broad understanding of the entire Proposal and must also contain the following:

Terms and Conditions - A statement that the Offeror understands and shall comply with all terms and conditions of the RFP (including the General Conditions). If an Offeror does not plan to comply with one or more of the terms or conditions of the RFP, this must be stated; All exceptions must be listed and fully described. The JUDICIARY reserves the right to accept or not accept any exceptions.

Assumptions or Constraints - A statement on whether the Proposal contains any assumptions or constraints and must also identify and describe each such assumption and constraint. If neither assumptions nor constraints are included in the Proposal, a statement to that effect must be made.

Deviations - If the Proposal deviates from the specifications or requirements of the RFP, a statement must be included identifying and describing each such deviation. If no deviations are included in Offeror's Proposal, a statement to that effect must be made.

Subcontracting - A statement that the products and services of the proposed solution shall be provided solely by the Offeror or whether a subcontractor(s) shall assist. The Offeror's use of subcontractor(s) requires the prior written approval of the JUDICIARY.

Taxable Transaction - Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they may be liable for payment of the Hawaii General Excise Tax (GET). If 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.

Pending Litigation - The Offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain how litigation may materially impact the Offeror or the Offeror's ability to fully perform and complete the contract.

Other Notable Items - The Offeror shall disclose any other items of note that may have material impact the Offeror or the Offeror's ability to fully perform and complete the contract.

## 4.9 Offeror Qualifications

This section of the Proposal shall include the following:

### 4.9.1 Offeror History and Background.

The Offeror shall describe its corporate background and experience including its size and resources, details of corporate experience relevant to the project and a list of other current or recent related projects by providing the following:

- 4.9.1.1 General information about the Offeror's organization.
- 4.9.1.2 Information about Offeror's Corporate, and if different, Hawaii business office location, which includes Offeror's addresses, telephone numbers, fax numbers, email addresses, and website address as applicable.
- 4.9.1.3 Number of consecutive years of experience in successfully providing similar systems and services.
- 4.9.1.4 A description summary of Offeror's operation and structure that demonstrates the Offeror's ability to service multiple project orders similar in size and scope of this RFP successfully.

- 4.9.1.5 A financial summary that illustrates the Offeror's overall business capacity and ability to accomplish work similar to that contemplated in this RFP.

#### **4.9.2 Project History List**

Offeror shall provide a listing of five (5) representative completed projects in government projects and/or institutional environments. These are to include clients name, clients address, current telephone number and name of an employee most familiar with the project, brief description of the project, and time period over which each project was completed.

The Offeror grants the JUDICIARY authorization to contact any of the Offeror's previous clients, including but not limited to those included on the project listing, to evaluate the Offeror and its work. JUDICIARY site visits, if any, may also be conducted at one or more of the client reference sites.

#### **4.9.3 Project Team Organization**

The Offeror shall present an organizational chart of staff who will be assigned to work on the contract. Descriptive information for personnel, indicating their titles, major areas of responsibility and location during each phase of the contract, with proposed estimates of the staff-hours to be provided by each individual.

- 4.9.3.1 Project Team Staffing. The Offeror shall include specific information regarding the role and function of its assigned staff. Including any professional design or engineering staff designing tie-in to existing distribution system. The Offeror shall also provide resume/vita, or certificates as noted. If the Offeror's solution involves use of subcontractors

in an amount greater than 10% of the project's budget, resumes of any subcontractors shall also be included.

- 4.9.3.2 Technical, Service, and Training Personnel. The Offeror shall include specific information regarding the role and function of its staff assigned to perform installation, training, warranty, and technical support services for this contract along with a short narrative that includes their knowledge, skills, and experience in performing similar work.

Offeror shall include the number of employees on staff to take and process orders, invoice, as well as deliver, install, train, and provide warranty service on the equipment.

- 4.9.3.3 Installers. Offeror shall have at least two (2) manufacturer-trained and, if applicable, certified installers. If Offeror does not have installation capabilities, Offeror shall arrange for a third-party provider to furnish a trained installer. Offeror shall identify all manufacturer-trained and certified technical and service staff assigned to the project team along with their years of experience. Offeror shall provide proof through documentation/certification to substantiate this experience.

- 4.9.3.4 Point-of-Contact. The Offeror shall designate at least one (1) employee as the JUDICIARY point-of-contact (POC) for this contract. The Offeror shall provide the POC's name, address, job title, toll-free telephone number, fax number, and email address. This POC shall be permanently based in the State of Hawaii at the time of submission of proposal and during the contract period. This individual shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance. The POC shall be available to receive calls from the JUDICIARY during

regular business hours, Monday through Friday, excluding holidays.  
Alternate and backup personnel who may serve in place of the main POC during vacation or other periods of unavailability may also be identified.

#### **4.10 Proposed Solution; Technical Proposal; Timeline of Installation**

In this section, Offers shall include:

- Offerors proposed solution
- Offerors timeline to implement proposed solution
- Offerors maintenance program
- A summary list of manufacturers and products provided.
- Product brochures, literature, third party reports and/or reviews, and/or specifications sheets.
- A description of Offeror's maintenance, monitoring and trouble service call policies including escalation procedures.
- A description of Offeror's customer satisfaction policy, including inquiry/dispute resolution procedures.

#### **4.11 Price Proposal**

The price proposal shall be inclusive of all costs, direct or indirect, and all applicable taxes, as required for the fulfillment of the contract.

The price proposal shall include a breakdown of the minimum equipment and quantities to be provided for the fulfillment of the contract.

The price proposal must address tasks described in the scope of work, and any other tasks necessary, and specify all costs to be incurred within the contract period. Where cost items are not fixed, the Offeror shall estimate the proposed cost and provide an explanation regarding the methodology used to reach the cost estimate. This shall include a break-out by contract time/hours as one underlying rationale for the cost estimate. The costs in the proposal shall be based on equivalent market prices, and have been arrived at independently without consultation, communication, as to any matter related to such prices with any other Offeror for this RFP.

#### **4.12 Subcontractors**

The Offeror may propose to fulfill any of the responsibilities outlined herein by entering into a sub-contract with an individual, organization, or other entity that possesses the requisite expertise to fulfill the requirements of the RFP. The Offeror shall retain sole responsibility for the completion of all tasks. The use of sub-contractors shall not place additional burdens or demands on the JUDICIARY (e.g., coordinating with staff from multiple Contractors).

For any item listed herein to be fulfilled by a sub-contractor, the Offeror shall provide a description of the proposed sub-contractor's capability to meet the demands of the RFP. In the event the Offeror elects to engage the participation of a sub-contractor, the JUDICIARY retains the right to approve the selection of the sub-contractor and the proposed role that the Offeror shall fulfill under this contract.

If a proposal involves the use of a subcontractor for any significant portion of the work, the subcontractor shall also comply with the Offeror qualifications requirements identified in the following sections:

Offeror History and Background  
Project Team Organization  
Project Team Staffing

#### **4.12.1 Attachments**

#### **4.12.2 Authorized Distributor**

Offeror is requested to provide documentation from the manufacturer which verifies Offeror's status as an authorized distributor.

#### **4.12.3 Contractor's License**

All system work shall be performed by a company with a C-60 Contractor's license. Offeror shall provide their contractor license(s) numbers. License numbers must also be provided for all subcontractors' licenses doing significant or specialty work on the project. A C-60 specialty License is required. This licenses shall be current at the time of submittal and throughout the contract period.

#### **4.12.4 Wage Certificate**

See RFP Appendix 3. Contractor must provide a certified payroll with each relevant billing.

#### **4.12.5 Sample Invoice**

Offeror shall provide a sample of Offeror's usual and customary invoice. The invoice should be clearly legible, in a generally accepted invoice format and must include at minimum, following:

- Name of payee (vendor name);
- Remittance address;
- Invoice number field;
- Invoice date field;
- Customer bill to address field;
- Description of the goods/services provided; and
- Amount of payment requested for the described goods/services

#### **4.12.6 Proof of Compliance Documents**

Offeror is advised that if awarded a Contract under this RFP, Offeror shall, upon award of Contract, furnish the required certificates and documentation (refer to RFP section 1.19 regarding Responsibility of Offerors). In order to expedite contract execution, if any, it is highly recommended that the certificates be submitted with the Offeror's Proposal as follows, one (1) original only:

- A. Certificate of Compliance as issued by the Hawaii Compliance Express online system
- B. Certificate of Insurance

#### **4.13 Certification of Independent Cost Determination**

By submitting a proposal in response to this solicitation, Offeror certifies as follows:

4.13.1 The costs in this RFP have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.

4.13.2 Unless otherwise required by law, the costs that have been quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

4.13.3 No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## 5. PROPOSAL EVALUATION

The JUDICIARY reserves the right to reject any or all Proposals, and waive any defects if the JUDICIARY believes the rejection or waiver to be in the best interest of the JUDICIARY.

The evaluation will be based solely on the evaluation criteria detailed in this RFP, and shall be performed by the selected members of the Evaluation Committee consisting of at least **three (3) Judiciary employees**.

Evaluation criteria and the associated points are listed below. Quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

A contract may be awarded on the basis of initial Proposals received, without discussion. Therefore, each initial proposal shall contain the Offeror's best terms from a technical and cost/price standpoint.

Proposals may be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions.

The final selection of a Successful Offeror, if any, will be made in accordance with the evaluation criteria as specified herein.

### 5.1 Evaluation Process Overview

The Evaluation Committee will apply a numerical rubric to evaluate the proposals. The following sections describe the evaluation process in more detail.

- Phase 1: Preliminary Evaluation of Proposals
- Phase 2: Rating and Determination of Priority Listed Offerors
- Phase 3: Discussion with Priority-Listed Offerors (at JUDICIARY's option)
- Phase 4: Best and Final Offers (at JUDICIARY's option) Phase Selection and Award

### 5.2 Evaluation Criteria

**Scoring under this RFP shall be based on a total of three hundred (300) points. Proposers must score a minimum of two hundred (200) points to be considered for award. Proposals that score less than 200 points will be rejected and shall not be considered for award.**

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt proposal submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

I. System provides 400 or more kWh (Sixty (60) points)

A total of 60 points will be awarded to any proposal providing 400 kWh or more will receive 60 points. Those between 300 and 400 kWh will receive 40 points, between 200 and 300 kWh 30 points, those 200 or less will receive 10 points.

II. Understanding of Functional Requirements and Technical Write-Up (Fifty (50) points)

Ten (10) points for each question.

1. Offeror has a good understanding of the specification requirements of this RFP
2. Offeror clearly states the steps and efforts needed to install the PV system

3. Offeror's description of how the PV system will be installed
4. Offeror includes proper documentation with their proposal
5. Offeror's proposed system provides 400 kWh and has the ability to adapt to expansion of the PV system as funding may become available.

III. Qualifications, Experience & Track Record of Firm & Staff (Thirty (30) points)

Five (5) points for each question.

1. Offeror's description of their firm and a current statement of qualification
2. Offeror's plan to provide suitable staffing to service the PV installation
3. Staff location to respond to problems, questions, and assistance
4. Offeror provides the qualifications and/or certifications of the Offeror's staff and principals assigned to this project and qualifications/certifications are applicable to this project and the Judiciary's need and requirements
5. Offeror's years in the business
6. Offeror's system proven to have been successfully installed and operated in government and/or institutional environments

IV. Offeror's Ability to Administer & Service the Project (Five (5) points)

Five (5) points for each question.

1. Offeror provides phone support with toll free phone and fax numbers

V. Maintenance, Training & Support to Be Provided (Sixty (60) points)

Ten (10) points for each question.

1. Offeror authorized to service the proposed equipment
2. Service center capability of providing hardware maintenance described in the RFP
3. Offeror's warranty coverage
4. Maintenance coverage of all equipment, hardware, and software meets requirements
5. Comprehensive training program available to train Judiciary staff during normal business hours
6. Offeror provides software upgrades for free as part of maintenance at no cost to the Judiciary

VI. Equipment, Products & Services (Twenty (20) points) Five (5) points

for each question.

1. Proposed equipment supports integration as necessary of the Judiciary's software, hardware, and network
2. Proposed equipment is new and of the quality required
3. Third party reports or reviews substantiate the performance, reliability, reputation, and value of the products offered
4. Proposed equipment capability to provide a PV and Battery system to meet the needs of the JDF.

VII. Price Proposal & Reasonableness of Price & Services (Seventy-five (75) points)

A total of 75 points will be awarded to the lowest of the submitted cost proposals that meet the minimum qualifications. Proposals with higher costs will receive a fraction of 75 points; the number of points assigned to higher cost proposals will be determined by the following formula: lowest proposal cost multiplied by the maximum point available for price, divided by the higher proposal cost. The fractional value of points to be assigned will be rounded to one decimal place.

Example: Lowest price proposal was \$50,000 and receives 75 points. The next lowest cost proposal was \$70,000 and receives 53.57 points  $[(\text{Lowest Proposal Price}) \times (75)] / (\text{Higher Proposal Price})$ .

**5.3 Preliminary Evaluation**

A preliminary evaluation shall determine whether each proposal is considered responsive, thus justifying further evaluation. In its preliminary evaluation, the JUDICIARY will examine the completeness of each proposal, and its compliance with the instructions, terms and conditions in this RFP. Subsequent review and evaluation will be based on the criteria stated in the following sections. Any proposals that are incomplete or that do not comply with the instructions or terms and conditions shall be rejected by the JUDICIARY and excluded from further consideration.

Responsive proposals must meet all submittal requirements and the minimum eligibility requirements described in the RFP.

**5.4 Priority-List of Offerors**

Before conducting discussions, a priority list shall be generated by the Evaluation Committee. In order to generate a priority list, proposals shall be initially classified as acceptable, potentially acceptable or unacceptable.

All responsive Offerors who submit acceptable proposals or potentially acceptable proposals are eligible for the prioritized listing.

If numerous acceptable and potentially acceptable proposals are submitted, the Evaluation Committee may limit the priority list to at least three (3) responsible Offerors who submitted the highest-ranked proposals.

**5.5 Discussions with Priority-Listed Offerors**

Discussions may be conducted with Priority-Listed Offerors if deemed advantageous by the JUDICIARY. Discussions will be limited to only "priority-listed" offerors and are held 1) to promote understanding of the JUDICIARY requirements and the priority-listed offeror's proposals and 2) to facilitate arriving at a contract that will provide the best value to the JUDICIARY, taking into consideration the evaluation factors set forth in the RFP. Discussions may include Offeror presentation of its Proposal, interviews with Offeror's key personnel, demonstrations, site visits, or teleconferences. Any discussions shall be conducted in an organized and consistent manner established by the JUDICIARY, and in accordance with the following:

5.5.1 Priority-listed offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

- 5.5.2 Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed Offeror.
- 5.5.3 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change. Addenda to the RFP shall be distributed only to the priority-listed offerors.
- 5.5.4 Priority-listed offerors may be permitted to amend proposals already submitted, limited to the discussions conducted.
- 5.5.5 If in the opinion of the Evaluation Committee a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled and a new RFP will be issued.
- 5.5.6 The contents of any proposal shall not be disclosed so as to be available to competing offerors during the discussion process.

## **5.6 Best and Final Offers (at JUDICIARY's Option)**

Following discussions between the Evaluation Committee and the Priority-listed Offerors, each Priority-listed Offeror may be asked to provide their best and final offer. In that event, the procedure as listed below shall apply.

- 5.6.1 The Evaluation Committee will establish a date and time for submission of best and final offers.
- 5.6.2 Offerors may be afforded the opportunity to revise their proposals, including price, during the best and final offer phase.
- 5.6.3 If an Offeror does not submit a notice of withdrawal or a best and final offer, the Offeror's immediate previous proposal will be construed as their best and final offer.
- 5.6.4 After best and final proposals are received, final evaluations will be conducted for an award.
- 5.6.5 Best and final offers shall be submitted only once, unless the Head of the Purchasing Agency determines that it is in the JUDICIARY's best interest to conduct additional discussions or change the JUDICIARY's requirements by addendum distributed only to priority-listed offerors and require another submission of best and final offers. Otherwise, no discussion of or change in the best and final offers shall be allowed prior to award.

## **APPENDICES:**

- Appendix 1: Standard Qualification Questionnaire for Offerors
- Appendix 2: Proposal Identification and Information Form
- Appendix 3: Wage Certificate
- Appendix 4: Contract Minimum and Special Conditions
- Appendix 5: Record Drawings for the Ronald TY Moon Judiciary Complex (for information only)



Appendix 6: Locations for Temporary Parking Area and for the Electrical Connection for the Photovoltaic System

Appendix 7: General Conditions

STATE OF HAWAII  
STANDARD  
QUALIFICATION QUESTIONNAIRE  
FOR  
OFFERORS

To be filed with the procurement officer calling for offers  
in accordance with Section 103D-310, HRS, as amended.

Submitted By \_\_\_\_\_

Address \_\_\_\_\_

Date  
\_\_\_\_\_

SPO Form-21

## STANDARD QUALIFICATION QUESTIONNAIRE

COVERING EXPERIENCE, EQUIPMENT AND FINANCIAL STATEMENT OF OFFERORS. THE OFFICER CALLING FOR OFFERS MAY REQUIRE THE OFFEROR TO FURNISH ADDITIONAL INFORMATION NOT SPECIFICALLY COVERED HEREIN. ALL ITEMS MUST BE ANSWERED AND OMISSIONS MAY BE CONSIDERED GOOD CAUSE FOR UNFAVORABLE CONSIDERATION.

### GENERAL INFORMATION

- I. The statements contained in this Questionnaire are being furnished for consideration in submitting an offer for the following project:

(a) Project Title Kapolei Court Complex Solar Voltaic Project with Battery Storage

(b) Location 4675 Kapolei Parkway Kapolei, HI 96707

(c) Qualifying Bid Due Date \_\_\_\_\_

- II. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror \_\_\_\_\_

- ☐ A Corporation  
☐ A Partnership  
☐ An Individual  
☐ A Joint-Venture

(b) Address \_\_\_\_\_

(c) Telephone No. \_\_\_\_\_

(d) Date Submitted \_\_\_\_\_

- III. If the bid is submitted by a joint venture, composed of two or more individual firms, then each member firm comprising the joint venture must submit all information listed on pages 3 through I 6, inclusive, of the Questionnaire and, in addition, answer the following:

(a) Members of joint Venture \_\_\_\_\_

(b) Date of Joint Venture Agreement \_\_\_\_\_

(c) Is agreement between members comprising the joint venture joint and several liability? \_\_\_\_\_  
If not, state the terms of agreement in this respect: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXPERIENCE QUESTIONNAIRE

Submitted by \_\_\_\_\_

D A Corporation  
D A Partnership  
D An Individual

Principal Office\_\_\_\_\_

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

1. How many years has your organization been in business as a [General Contractor] under your present business name? \_\_\_\_\_
2. How many years of experience in [construction]\_\_\_\_\_has your organization had:(A) as a[General Contractor]\_\_\_\_; (B) as a [Sub-Contractor] \_\_\_\_\_
3. Show what [construction] projects your organization has completed in the past five (5) years in the following tabulation:

Contract Amt.	Class of Work	When Completed	Name and Address of Owner

4. Have you ever failed to complete any work awarded to you? \_\_\_\_\_, If so, state when, where and why? \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Has any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his own name?\_\_\_\_\_If so state the name of individual, name of Owner and reason therefore.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. In what other lines of business are you financially interested?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. For what counties within the State of Hawaii have you performed work and to whom do you refer?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. For what Bureaus or Departments of the State government have you performed work and to whom do you refer?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Have you performed work for the U. S. Government?\_\_\_\_\_  
If so, when and to whom do you refer?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Have you ever performed any work for any other governmental agencies outside the State of Hawaii? If so, when and to whom do you refer?

13. What is the [construction] experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Work Experience	Magnitude and Type of Work	In What Capacity?

## FINANCIAL STATEMENT

Submitted by \_\_\_\_\_

☐ A Corporation  
☐ A Partnership  
☐ An Individual

Principal Office \_\_\_\_\_

**The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made**

## BALANCE SHEET

As of \_\_\_\_\_, 20\_\_\_\_

### Current assets:

Cash and cash equivalents (1)	\$ _____
Short-term investments(2)	_____
Accounts receivable, net (3)	_____
Inventories (4)	_____
Costs and estimated earnings in excess of billings on uncompleted contracts (5)	_____
Prepaid expenses and other (6)	_____
Sub-Total Current Assets	_____

### Property and equipment:

Land (7)	_____
Buildings (8)	_____
Vehicles, machinery and equipment (9)	_____
Furniture and fixtures (10)	_____
Less accumulated depreciation	(_____)
Sub-Total Net Property and Equipment	_____

### Other assets:

Cash surrender value of life insurance policies (11)	_____
Deposits and other (12)	_____
Sub-Total Other Assets	_____

Total Assets: \$ \_\_\_\_\_

**BALANCE SHEET (Continued)**

**Liabilities and Stockholder's Equity**

Current liabilities:

Current portion of long-term debt (1)	\$ _____
Accounts payable (2)	_____
Billings in excess of costs and estimated earnings on uncompleted contracts (3)	_____
Accrued liabilities and other (4)	_____
Sub-Total Current Liabilities	_____

Long-term debt, net of current portion (5) \_\_\_\_\_

Sub-Total Liabilities & Long-term Debt: \$ \_\_\_\_\_

Stockholder's equity:

Capital stock (6)	_____
Additional paid-in capital (7)	_____
Retained earnings	_____
Treasury stock (8)	_____
Sub-Total Stockholder's Equity	\$ _____

Total Liabilities and Stockholder's Equity \$ \_\_\_\_\_



## DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

<u>Financial Institution</u>	<u>Type of Account</u>	<u>Amount</u>
		\$ _____
		_____
		_____
		\$ _____

(2) Short-term investments:

<u>Type of Security</u>	<u>Cost</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Estimated Fair Value</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____	\$ _____

(3) Accounts receivable (list major debtors):

<u>Completed contracts</u>		<u>Completion Date</u>	<u>Contract Amount</u>	<u>Amount Receivable</u>
<u>Name</u>	<u>Description</u>			
		\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
		\$ _____	\$ _____	\$ _____

Other than completed contracts

<u>Name</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount Receivable</u>
_____	_____		
_____	_____		
_____	_____		
Less allowance for doubtful accounts			( _____ }
			\$ _____

(4) Inventories

<u>Description</u>	<u>Cost</u>	<u>Market Value</u>	<u>Lower of Cost or Market Value</u>
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____



### DETAILS RELATIVE TO ASSETS (Continued)

(5) Costs and estimated earnings in excess of billings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Costs and Earnings in Excess of</u>
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$

(6) Prepaid expenses and other

<u>Description</u>	<u>Amount</u>
	\$
	\$

(7) Land

<u>Description</u>	<u>Location</u>	<u>Amount</u>
		\$
		\$

(8) Buildings

<u>Description</u>	<u>Location</u>	<u>Amount</u>
		\$

(9) Vehicles, machinery and equipment

<u>Description</u>	<u>Amount</u>
	\$
	\$

(10) Furniture and fixtures

<u>Description</u>	<u>Amount</u>
	\$
	\$



**DETAIL'S RELATIVE TO ASSET(Continued)**

(11) Cash surrender value of life insurance policies

<u>Key Employee</u>	<u>Insurance Company</u>	<u>Policy Amount</u>	<u>Paid-Up Additional Insurance</u>	<u>CSV Amount</u>
_____		\$ _____	\$ _____	\$ _____
_____		_____	_____	_____
_____		_____	_____	_____
Less loans payable		_____	_____	( _____ )
		\$ _____	\$ _____	\$ _____

(12) Deposits and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

## DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

(1) Current portion of long-term debt (maturing within 12 months)

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$ _____
				_____
				_____
				_____
				_____
				\$ _____

(2) Accounts payable (list major creditors)

<u>Name</u>	<u>Past Due Amount</u>	<u>Amount</u>
	\$ _____	\$ _____
	_____	_____
	_____	_____
	_____	_____
	\$ _____	\$ _____

(3) Billings in excess of costs and estimated earnings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Billings in excess of costs and Estimated Earnings</u>
			\$ _____	\$ _____	\$ _____	\$ _____
			_____	_____	_____	_____
			_____	_____	_____	_____
			\$ _____	\$ _____	\$ _____	\$ _____

(4) Accrued liabilities and other

<u>Description</u>	<u>Amount</u>
	\$ _____
	_____
	_____
	\$ _____

(5) Long-term debt, net of current portion

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$ _____
				_____
				_____



## DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY (Continued)

### (6) Capital stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares Authorized</u>	<u>No. of Shares Issued and Outstanding</u>	<u>Par Value</u>	<u>Amount</u>
				\$	
				\$	-

### (7) Additional paid-in capital

<u>Description</u>	<u>Amount</u>
	\$
	\$
	-

### (8) Treasury stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares</u>	<u>Cost</u>
			\$
			\$
			-



## STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended \_\_\_\_\_, 20\_\_ and 20\_\_

	20__	20__
	<hr/>	
Contract revenues	\$ _____	\$ _____
Costs of contracts		
Gross income from contracts	\$ _____	\$ _____
General and administrative expenses		
Income from operations		
Other income (expense)		
Income before income taxes	\$ _____	\$ _____
Income taxes		
Net income	\$ _____	\$ _____
Retained earnings, beginning of the year	_____	_____
Retained earnings, end of the year	\$ _____	\$ _____

If a corporation, answer this :	If a partnership, answer this:	
Capital paid in cash, \$	Date of organization	
When Incorporated	Date registered in Hawaii	
In what State	State whether partnership is general or limited	
Date registered in Hawaii		
President's name	Name and address of partners:	Age
Vice-President's name		---
Secretary's name		-
Treasurer's name		-----
		---
		---
		---

The undersigned hereby declares: that the foregoing is a true statement of the financial condition of the individual, partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the offeror a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

**NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official, and affix corporate seal.**

### Affidavit for Individual

STATE OF HAWAII

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Applicant must also sign here)

\_\_\_\_\_  
Notary Public

### Affidavit for Partnership

STATE OF HAWAII

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he is a member of the firm of \_\_\_\_\_; and that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Members of firm must also sign here)

\_\_\_\_\_  
Notary Public

### Affidavit for Corporation

STATE OF HAWAII

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he is \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition, that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Officer must also sign here)

\_\_\_\_\_  
Notary Public

## APPENDIX 2

### DESIGN, FURNISH, INSTALL, AND MAINTAIN A PHOTOVOLTAIC SYSTEM WITH BATTERY STORAGE FOR THE RONALD TY MOON JUDICAIKY COMPLEX IN KAPOLEI RFP J22304 PROPOSAL IDENTIFICATION AND INFORMATION FORM

Exact Legal Name of Offeror, including "dba" or "division" of a corporation (furnish the exact legal name of the entity under which an awarded contract, if any, will be executed):	
Principal Place of Business (may not be a P.O. Box):	
Mailing Address (only if different):	
Offerors Primary Contact Person:	Name/Title: _____ Telephone/Fax No.: _____ e-mail address: _____
Federal Tax Identification Number:	
State of Hawaii General Excise Tax License Number:	
Type of Business Entity (check one):	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____
If other than a Sole Proprietorship:	Offeror is either:  <input type="checkbox"/> A <b>Hawaii business</b> incorporated or organized under the laws of the State of Hawaii; <b>OR</b>  <input type="checkbox"/> A <b>Compliant Non-Hawaii business</b> incorporated or organized under the laws of the State of _____, and registered with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.  Date of incorporation/organization: _____  All state(s) where Offeror is authorized to transact business: _____  Names of all Offeror's parent, affiliate and subsidiary organizations: _____ _____

The undersigned certifies that the information provided above is to the best of his/her knowledge true and correct, has carefully read and understands the terms and conditions specified herein and hereby submits the following proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof, and further that the Offeror shall comply with all terms, conditions and requirements of the RFP. 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.

\_\_\_\_\_  
Authorized (Original in ink) Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Appendix 3

#### WAGE CERTIFICATE

Subject: Project No. RFP J22304

Description of Project: Design, Furnish, Install, and Maintain a Photovoltaic System  
with Battery Storage for the Ronald TY Moon Judiciary  
Complex in Kapolei

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract in excess of \$25,000.00, the services to be performed will be performed in accordance with 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 the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
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.

CONTRACTOR shall be obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and the current wage rate for public employees performing similar work. The CONTRACTOR may meet this obligation by posting a notice to this effect in the CONTRACTOR's place of business accessible to all employees, or the CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by federal and state laws that employers must make for the benefit of their employees shall be paid.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix 4  
CONTRACT MINIMUM AND SPECIAL CONDITIONS

**1.1 Contract Administrator**

For purposes of this contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

- Dee Dee Letts,
- Telephone: (808) 538-5990
- Facsimile: (808) 539-4402
- E-mail: deedee.d.letts@courts.hawaii.gov
  
- The CA is responsible for:
- The terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- Monitoring the Contractor's work, documenting that Contractor maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the Contractor, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- Notifying the Procurement and Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the Judiciary Officer in Charge.

**1.2 Verification of CONTRACTOR Employees**

**In accordance with State rules and regulations, CONTRACTOR shall supply information including Social Security number for all persons who will be working the job so that the Judiciary may conduct a mandatory criminal background check. Any person working the job that does not pass the background check will not be allowed to work the job.**

**1.3 Liability Insurance and Certificates**

The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.
- c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The

Judiciary, State of Hawaii, and 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.

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.

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

#### **1.4 Invoicing**

The Offeror shall submit an invoice with each request for payment. Original and one (1) copy of the invoice shall be submitted to:

Judiciary – State of Hawaii  
Office of Project Management  
777 Punchbowl Street  
Honolulu, Hawaii 96813

All invoices shall reference the Contract number. If a copy is submitted as the original, such invoice must bear an original signature certifying that the invoice is being submitted as the original.

#### **1.5 Payment**

Section 103-10, HRS, provides that the JUDICIARY shall have thirty (30) calendar days after receipt of an accepted invoice and satisfactory delivery of goods or performance of the services, to make payment. For this reason, the JUDICIARY shall reject any Proposal submitted with a condition requiring payment within a shorter period. Further, the JUDICIARY shall reject any Proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS. The JUDICIARY will not recognize any requirements 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 section 103- 10, HRS.

#### **1.6 Final Payment**

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

**A tax clearance certificate, not over two months old and with an original green “certified copy” stamp, must accompany the invoice for final payment.**

In lieu of the above, CONTRACTOR may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

All required certificate(s) for the Contractor and all subcontractors, must accompany the invoice for final payment on the Contract.

#### **1.7 Availability of Funds**

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the JUDICIARY and the CONTRACTOR shall be binding or of any force unless the Fiscal Officer certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the Fiscal Officer may certify only that portion of the total funds allocated to satisfy the JUDICIARY's obligations for payments in the current fiscal year. In that event, the JUDICIARY will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The JUDICIARY agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The JUDICIARY shall not be penalized in the event this provision is exercised. This provision is not meant to permit the JUDICIARY to terminate the contract in order to acquire similar equipment or services from a third party.

## **1.8 Subcontracting**

Prior to award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. After award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. No subcontract shall under any circumstances relieve the CONTRACTOR of its obligations and liability under its Contract with the JUDICIARY. All persons engaged in performing the work covered by the Contract shall be considered employees of the CONTRACTOR.

## **1.9 Contract Staffing Requirements**

Personnel, whose names and resumes are submitted in the Proposal, shall not be removed from the project without prior approval of the CA. Substitute or additional personnel shall not be used for the project until a resume is received and approved by the CA. The JUDICIARY shall have the right, and the CONTRACTOR shall comply with any request, to remove and replace any personnel from all work on the project effective immediately upon notification by the JUDICIARY. Personnel changes that are not approved by the CA may be grounds for Contract termination.

## **1.10 Exclusion of Specific Workers**

The JUDICIARY reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Officer in Charge shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Officer in Charge, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the JUDICIARY, its employees or students.

## **1.11 Inspection and Procedural Changes; Relief Available to State**

All work is subject to inspection, evaluation, and approval by the CA. The JUDICIARY may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the CA determine that corrections or changes are necessary in order to accomplish the intent or purpose of the contract, the CA may direct the CONTRACTOR to make such changes.

Failure of the CONTRACTOR to perform any provisions of the Contract (based on the identified portion of unacceptable work received) the JUDICIARY may determine CONTRACTOR is in non-compliance with Contract requirements and may:

- Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the Contractor;
- Seek Reimbursement – Seek reimbursement from the Contractor or withhold future payments for any funds paid to the Contractor subsequent to a determination that such was unauthorized,

fraudulently obtained, or inappropriately billed.

- **Seek Market Value** – In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the State reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price named in the Contract and the actual cost to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand from the State. The State may also utilize all other remedies provided by law.

#### **1.12 Approvals**

Any agreement arising out of this RFP may be subject to the approval of the Judiciary's Staff Attorney as to form, and is subject to all further approvals, including the approval of the Administrative Director of Courts, required by statute, regulation, rule, order, or other directive.