



THE JUDICIARY, STATE OF HAWAII

REQUEST FOR PROPOSALS
NO. J12282

To Provide
Technical Consulting Services to
The Judiciary, State of Hawaii
for the
Judiciary Information Management System (JIMS)

April 5, 2012

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If you are interested in responding to this solicitation, you must submit the proposal in accordance to Section 4.6 of the Special Provisions and Section 5 of this Request for Proposals (RFP). **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 E-MAIL to: FAX No.: (808) 538-5802
E-mail 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 # (document will be sent by U.S. Postal Service 1st class mail if this is not provided) | |

**THE JUDICIARY, STATE OF HAWAII, HONOLULU, HAWAII
REQUEST FOR PROPOSALS NO. J12282
April 5, 2012**

Competitive sealed proposals **TO PROVIDE TECHNICAL CONSULTING SERVICES TO THE JUDICIARY, STATE OF HAWAII FOR THE JUDICIARY INFORMATION MANAGEMENT SYSTEM (JIMS)**, will be received at:

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

up to **June 19, 2012, 4:00 P.M. HST.**

Offers received after the date and time specified above or at a location other than the location specified above shall 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.

The Judiciary will conduct a Pre-Proposal Conference/Site Visit on Tuesday, April 24, 2012, at 9:00 a.m. HST, in the JIMS Training Room, Kauikeaouli Hale, 1111 Alakea Street, 9th Floor, Honolulu, Hawaii 96813. Attendance for this pre-proposal conference/site visit is optional.

Questions relating to the technical aspects of this Request for Proposal may be directed to Mai T. NguyenVan of JIMS at (808) 538-5308, email Mai.T.NguyenVan@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 and SPO Websites: April 5, 2012)

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ACRONYMS AND DEFINITIONS

The following acronyms are specific to the Judiciary Information Management System. Additional general acronyms and definitions can be found in the [Attachment 2 Procedural Requirements, Section One](#).

| | | |
|------|---|--|
| CMS | – | Case Management System |
| CPL | – | Contractor Project Lead |
| FTE | – | Full Time Equivalent |
| JDS | – | JIMS Dedicated Staff |
| JIMS | – | Judiciary Information Management System |
| JPM | – | JIMS Program Manager |
| JSME | – | Judiciary Subject Matter Experts |
| LOE | – | Level of Effort |
| SOW | – | Statement of Work |
| UAT | – | User Acceptance Testing |
| GAAP | – | Generally Accepted Accounting Principles |
| GASB | – | Governmental Accounting Standards Board |

Section 1 - INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION AND BACKGROUND

The Judiciary, State of Hawaii invites your company to submit a written proposal to provide Technical Consulting Services to expand the functionality of the Judiciary Information Management System (JIMS).

JIMS is planned to be the primary case management system for all of the Judiciary's courts across the State of Hawaii. The Judiciary has multiple courts and offices on the islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai. Additional background on the organization of the Judiciary's courts and offices is provided Attachment 7. Additional information on the Judiciary's information technology and information systems is provided in Attachment 8. JIMS currently provides case management for traffic court and the court of appeals, and functionality to support jury and bar application processing. Case management for district court criminal cases is currently in the design and build phase and should be completed by June 30, 2012. June 30, 2012 is the end date for the current multi-year contract. Another multi-year contract with a technical contractor is needed to complete case management functionality for criminal case for circuit court and civil cases for district court and circuit court. This contract will also be used to add case management for family court, probation, land and tax courts, and provide additional functionality for other court processes and interfaces to other court systems and other government and private entities. Further information on the Hawaii State Judiciary can be found at <http://www.courts.state.hi.us>.

Section 2 - SIGNIFICANT DATES

The contract term and key dates schedule setout herein represents JIMS's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date is delayed, the rest of the schedule may shift accordingly. Delays may include, and are not limited to funding, and/or Judiciary of Hawaii State government restrictions.

The contract key dates are as follows:

| | |
|------------------------------------|--|
| Advertisement | April 5, 2012 |
| Pre-proposal Conference/Site Visit | 9:00 a.m. HST, April 24, 2012; JIMS Training Room |
| Deadline for Questions | May 7, 2012 |
| Response to Written Questions | May 21, 2012 |
| PROPOSALS DUE | 4:00 p.m. HST, June 19, 2012 |
| Tentative Notice of Award | July 30, 2012 |
| Tentative Notice to Proceed | August 20, 2012 |

END OF SECTIONS ONE AND TWO

Section 3 - SPECIFICATIONS

3.1 GENERAL INFORMATION

3.1.1 This RFP solicits offers from Contractors to provide technical consulting services for JIMS. These services include:

1. Project management
2. Systems analysis and design
3. Business process reengineering
4. Systems requirements definition
5. Hardware technical architecture consulting
6. Creating system interfaces between JIMS and other government and private entities
7. System design and build for internal and external (non-judiciary users) applications
8. Prototyping
9. Conversion
10. Quality Assurance
11. Automated and assisted data conversion from legacy systems
12. User training
13. Implementation
14. Documentation
15. Integration with scanning and content management systems

3.1.2 JIMS is a statewide case management system (CMS) that was planned to improve the timeliness and quality of judicial services to the public and participants in the criminal, civil, and juvenile justice cases. JIMS was also planned for use with the appellate court, traffic violations, probation, and land and tax courts. JIMS was originally created using the commercial-off-the-shelf Court Contexte system, which was installed at the State of Hawaii Judiciary in 2005. The original installation provided case management for Traffic court. The Judiciary has since gained the license rights to modify Court Contexte as needed to complete JIMS.

3.1.3 Since October 2007 JIMS has been enhanced by [Wirevibe](#), LLC who has added case management for appellate court and additional functionality such as eFiling (JEFS) and electronic filing of bar applications. Wirevibe is currently working on the enhancement of JIMS to allow the processing of district court criminal cases and is scheduled for completion on or around June 30, 2012. The Judiciary is seeking a Contractor to complete JIMS by adding the related accounting function for the district court criminal cases, and adding case management for circuit court criminal, district court civil and circuit court civil, family court, probation and land and tax courts. The addition of all court case types must be completed by June 30, 2015. Upon completion of the primary case management applications, the Contractor shall continue to add functionality and enhancements to JIMS. To accomplish these objectives, the Judiciary requires a technical Contractor that is also knowledgeable with court operations, case management and accounting.

- 3.1.4 The contract awarded pursuant to this RFP will be three (3) years in length with four (4) one (1) year extensions. The first three (3) years will be focused on completing the core of JIMS for all court case types on all islands. The core functions of JIMS must be completed by June 30, 2015. The last four (4) one-year (1) extensions will be used to add functionality and enhance JIMS. Because of legislative mandates, technology changes, and directional shifts by the Judiciary this plan may change. To accommodate change, the Judiciary will use individual fixed cost Statements of Work (SOW) to address each phase of the JIMS program. As necessary other SOWs may be requested to address specific tasks or work to complete or enhance JIMS. For example, it is expected that an additional production support SOW will be needed each fiscal year to address non-warranty production defects or enhancements prioritized by the Judiciary.
- 3.1.5 Running parallel to this technical Contractor contract are two support contracts. One support contract is with [Veracity Consulting, Inc.](#) and started in October 1, 2008 and will end on June 30, 2013. Veracity provides systems administration and database administration technical services. These services include: consultation, assessments, planning, installation, configuration, deployments, maintenance, monitoring, troubleshooting, and systems administration and databases administration. The services are for the development, test, and production instances of JIMS. Veracity is responsible to deploying and maintaining the environments for test and production. As necessary Veracity can and has been called upon for assistance with other hardware and software needed for JIMS such as scanning hardware and software. The second support contract is with [Century Computers Inc. \(CCI\)](#) who provides support for scanning and document management using Kofax and Filenet products. This contract started on February 19, 2008 and will currently end on June 30, 2012.
- 3.1.6 The JIMS Program will appoint a Judiciary Program Manager (JPM). The Contractor shall take direction from the JPM or the JPM's designee. The JIMS program will have Judiciary Dedicated Staff (JDS) assigned to assist and shadow the Contractor. JIMS Program staff will also work with the Contractor and be responsible to obtain Judiciary resources and recruit Judiciary Subject Matter Experts (JSME) for user teams needed for various phases of the project.
- 3.1.7 The Judiciary's normal business hours are from 7:45 a.m. to 4:30 p.m., H.S.T., Monday thru Friday, except for [State Holidays](#). The Contractor's work hours shall follow the Judiciary's work hours unless specifically agreed upon by both the Contractor and the JPM. The Contractor will be expected to work closely with Judiciary staff and other Judiciary contractors. A minimum of three (3) of the Contractor's team shall be expected to work on site at the Judiciary for the duration of the project. The three (3) Contractor team members are expected to be the project manager and two (2) business analysts. If necessary, up to six (6) additional team members such as trainers can be accommodated on site by the Judiciary. Other members of the Contractor's team such as developers may work remotely. As necessary, the Judiciary will provide the Contractor's team remote access to the Judiciary's information systems.

3.2 GENERAL REQUIREMENTS

- 3.2.1 The completion and enhancement of the JIMS requires specialized Contractors with experience in the development of large scale enterprise applications with the following staff types:
- Project Managers
 - Software and Hardware Architects
 - Business Analysts, including business analysts with accounting background and experience in accounting system integration
 - Software Developers
 - Quality Assurance Testers
 - Trainers
 - Technical Writers
- 3.2.2 The Contractor shall work with certain specialized technologies which include, but may not be limited to:
- Oracle 9i
 - Oracle 11g R2
 - Oracle InterConnect
 - SQL; SQL Plus; PL/SQL;SQL Server
 - Oracle Forms Builder 6i
 - Oracle developer tools
 - Oracle Financials
 - JAVA (Java Source Library: iText)
 - Webpage design
 - Web Services (Apache/Tomcat)
 - Windows Server
 - Sun Solaris 9
 - Crystal Reports
 - Filenet integration
 - Kofax integration
 - additional programming languages: Pro*C, Visual Basic
 - additional frameworks; ICEFaces
 - additional OS: Unix, Linux
 - JIRA (project tracking tool)
 - Contour (requirement tracking tool)
- 3.2.3 The Contractor shall have a Contractor Project Leader (CPL) and a backup Project Leader with a minimum of six-years of experience in that role. The Contractor Project Leader shall be responsible for ensuring that the correct Contractor team member(s) are working on tasks and where appropriate onsite. Key Contractor team members shall have at a minimum three years of experience in their respective roles (Section 3.2.1). The years of experience should be documented for each key team members in Section 5.2.20.

If any parts of the work or services offered in response to this RFP are to be subcontracted or performed by a subcontractor to the Offeror, the subcontractor's qualifications and personnel information shall be included in the

Offeror's proposal. The Offeror shall be held responsible for the quality of services provided by the subcontractor as detailed in Section 4.4.5 & 5.2.19.1.

- 3.2.4 The Contractor shall have a high degree of discipline and experience in the management of large projects across large enterprises. All work must be documented. Documentation must be detailed and must satisfy the JPM.
- 3.2.5 The Contractor shall be skilled in both verbal and written communication in English.
- 3.2.6 The Contractor shall be expected to thoroughly test any application that they provide or develop. The application must have gone through complete unit and system testing by the Contractor prior to User Acceptance Testing (UAT).
- 3.2.7 The Contractor shall be expected to perform knowledge transfer and training sessions to select Judiciary staff to ensure that they can use and configure any applications produced by the Contractor. Written documentation shall be required from the Contractor as part of the knowledge transfer and training sessions.
- 3.2.8 The Contractor shall be expected to evaluate JIMS and recommend enhancements to improve performance. Recommendations will be in written form and will include findings, conclusions, proposals, and recommendations.
- 3.2.9 The Contractor shall be expected to evaluate hardware and make recommendations, including sizing/scaling analyses.
- 3.2.10 The Contractor shall have experience with accounting and GAAP as determined by GASB. The Contractor shall have experience with computerized accounting systems and their integration into other business computer systems.
- 3.2.11 The Contractor shall have experience in data security modeling and develop solutions around best practices.

3.3 STATEMENT OF WORK REQUIREMENTS

- 3.3.1 Any work to be performed and invoiced under this RFP shall be governed by a mutually agreed upon fixed price Statement of Work (SOW). The Contractor shall work with the JIMS team to define statements of work by reviewing, validating and refining existing high level requirements. These high level requirements are available for the various phases of JIMS.
- 3.3.2 The Contractor's cost for developing each SOW shall be borne by the Contractor. All SOWs shall be deliverable based and each deliverable shall have an associated cost. SOW plans, schedules and deliverables shall require approval from the JPM. If the cost of the SOW or a deliverable is an issue, the JPM shall have the option of removing deliverables or working with the Contractor to modify the deliverables and SOW such that the cost is acceptable to the Judiciary.

- 3.3.3 The statement of work requirements may include all or any the following types of services:
1. Project management
 2. Systems analysis and design
 3. Business process reengineering
 4. Systems requirements definition
 5. Hardware technical architecture consulting
 6. Creating system interfaces between JIMS and other government and private entities
 7. System design and build for internal and external (non-judiciary users) applications
 8. Prototyping
 9. Conversion
 10. Quality Assurance
 11. Automated and assisted data conversion from legacy systems
 12. User training
 13. Implementation
 14. Documentation
 15. Integration with scanning and content management systems
- 3.3.4 The Judiciary will ensure that the Contractor has access to:
- Computer hardware to include web servers, application servers and database servers as available or mutually deemed required to perform project work
 - Judiciary personnel with JIMS case processing and fiscal experience
 - Judiciary, other State of Hawaii personnel and external users of the JIMS interfaces
 - On-site office space for up to six (6) contractor team members
- 3.3.5 The Contractor shall oversee the planning and execution of each SOW.
- 3.3.6 The Contractor shall document and maintain all SOW related requirements within the Judiciary's business and issue tracking knowledge base.
- 3.3.7 The Contractor shall maintain all source code delivered for each SOW within the Judiciary's version control repository.
- 3.3.8 The Contractor shall provide high-level guidance and recommendations to develop a maintainable long-term solution for the Judiciary.
- 3.3.9 The Judiciary will review and approve each SOW deliverable within a ten-day (10) period. Any defect in a deliverable found by the Judiciary shall be corrected by the Contractor within five (5) days at no additional cost to the Judiciary. The Judiciary shall have five (5) days to review the correction. The process will be repeated by the Contractor and Judiciary until the deliverable meets the Judiciary's needs. Where necessary, the Judiciary and the Contractor may mutually agree to modify the standard acceptance procedure.

- 3.3.10 The Contractor shall only submit invoices for complete deliverables that have been approved by the JPM. The Contractor shall not submit invoices for partial deliverables. The Contractor shall provide at minimum a 90-calendar-day warranty on the implemented solution. Warranty will start from the live implementation date of a deliverable into the production system. During the warranty period, any defects identified in the production system will be corrected and tested by the Contractor at no additional cost to the Judiciary using the standard acceptance procedure. Any new defects introduced by a warranty defect correction shall also be corrected at no cost and covered by the warranty. Any defects found at the end of the warranty period, may require the Contractor to continue working past the end of the warranty period.
- 3.3.11 Place of Performance.
All tasks, except for the Contractor design, build and pre delivery testing shall be performed on-site. The Contractor will have the option of doing design, build and pre delivery testing on-site or off-site.
- 3.3.12 Security Requirements. Contractor shall be required to adhere to the Judiciary Contract Addendum for Security of Personal Information provided in Attachment 12.

END OF SECTION THREE

Section 4 - SPECIAL PROVISIONS

4.1 SCOPE

The contract for the Technical Consulting Services as specified herein shall be in accordance with these Special Provisions, Specifications, General Conditions, and the Contract Addendum for Security of Personal Information.

4.2 JUDICIARY PROGRAM MANAGER

For the purposes of this Contract, Mai T. NguyenVan, telephone (808) 538-5308, is designated Judiciary Program Manager (JPM).

4.3 TERM OF CONTRACT

The tentative term of the contract shall be for the 3-year period commencing on August 20, 2012 to June 30, 2015.

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.

4.4 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.

- 4.4.1 Offer Form 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, Attachment 11, page 5. Failure to do so may delay proper execution of the contract.
- 4.4.2 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 SIX – PHASE 1: EVALUATION.
- 4.4.3 Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for Proposals.
- 4.4.4 Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (H.R.S.), 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 H.R.S. from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the H.R.S. chapter or section allowing the exemption.
- 4.4.5 Joint Contractors. Offeror may subcontract portions of this project. Provide names and addresses of Joint Contractors/Subcontractor's, of References, and of Local Representatives. Offeror shall be the Primary Contractor and is liable for all work performed under this project.
- 4.4.6 Wage Certification. Offeror shall complete and submit the attached Wage Certificate in the OFFER FORM, Attachment 11, 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 shall be obliged to increase their wage rates accordingly.

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

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

4.5 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 2, to the Purchasing Specialist at 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.

4.6 SUBMISSION OF OFFERS

Offerors shall submit three (3) copies (1 original, 2 copies) of their sealed Offer no later than the date and time indicated in Section 1.2, Significant Dates, to:

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

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

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.

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.

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.

4.7 OFFEROR QUALIFICATION

4.7.1 Experience: Offeror and subcontractors shall have a minimum of three (3) years technical consulting experience with large scale enterprise applications as described in this RFP. Large scale enterprise applications shall be defined as applications used by at least 70% of an organization workforce to perform primary operational tasks. The organization workforce must include at least 500 employees.

4.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, for which the Offeror has provided services for the servers and software listed in this RFP. All references must have been serviced within the past three (3) 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 performed services that is 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.)

4.8 AWARD

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

4.8.2 Hawaii Compliance Express. Prior to Award, the Contractor must be registered with the Hawaii Compliance Express (HCE) where proof of compliance with the requirements of Chapter 103D-310(c), H.R.S. is obtained pursuant to Attachment 3. 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 and Industrial Relations, State of Hawaii Department of Commerce and Consumer Affairs, and State of Hawaii Department of Taxation offices:

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

The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), H.R.S., provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For the HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

4.8.3 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.

4.8.4 Insurance. The Contractor shall, at his/her own expense, procure and maintain in full force and effect throughout the term of the contract. The policy or policies of insurance maintained by Contractor shall provide the following limit and coverage:

1. Comprehensive General Liability Insurance (occurrence form) of \$2,000,000.00 combined single limit.
2. Workers' Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care to cover all of his employees working in any capacity in executing the contract.

Such insurance policies shall include a proviso whereby the insurer shall notify the Judiciary's Financial Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured.

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.

4.9 CONTRACT EXECUTION AND EXTENSION

4.9.1 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.

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.

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

4.10 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.

4.11 PRICING INFORMATION AND ADJUSTMENTS

4.11.1 No price increase will be allowed during the initial one (1) year period of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

4.11.2 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:

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

4.12 INVOICING

Contractor shall submit, the original and three copies of the invoice to the fiscal office at the address listed below:

The Judiciary, State of Hawaii
Office of the Administrative Director
Administration Fiscal Office
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813
Attn: Ms. Naty Butay

4.13 PAYMENT

Section 103-10, H.R.S., 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, H.R.S., 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.

4.14 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 JIMS Program Manager (JPM). Substitute or additional personnel shall not be used for this project until a resume is received and approved by the JPM.

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 JPM.

NOTE: See ADDITIONAL INFORMATION Section in Offer Form for other staffing requirements.

4.15 COOPERATION WITH WORK RULES

The personnel of an offeror selected as the contractor to perform the services under this RFP shall comply with all security regulations and other procedures which the Judiciary's staff, subcontractors, etc. are required to follow. The selected offeror's personnel and subcontractors, while working on the Judiciary's premises, shall observe the working hours, working rules, holiday schedules, and other policies of the Judiciary. The selected offeror agrees to cooperate fully and provide any assistance necessary to the Judiciary in investigating any security breaches that may involve the offeror or the offeror's employees or agents.

4.16 CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of an offeror or offeror's subcontractors who will be performing work on any phase of the contract arising out of this RFP are subject to a criminal history background check by the Judiciary. Such persons must provide to the Judiciary fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government, and no work on the contract shall be commenced by these persons until their background check is complete. At the completion of a background check, the Judiciary may, at its sole discretion, decide that a particular employee, agent, or representative of an offeror or an offeror's subcontractor shall not be involved in any work under the contract, and the offeror shall enforce that decision.

4.17 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be 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.

4.18 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 FIVE HUNDRED DOLLARS (\$500.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. Completion dates will be specified in the SOWs. The total sum due for such delay shall be deducted from any payments due or to become due to the Contractor.

4.19 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, H.R.S., 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.

4.20 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 JPM 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.

4.21 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, as referred to in Attachment 1, the provisions of the document entitled Special Provisions shall control.

END OF SECTION FOUR

Section 5 - PROPOSAL REQUIREMENTS

5.1 INTRODUCTION

In order to effectively and efficiently analyze responses to this RFP, offerors shall prepare their proposals in accordance with the requirements outlined in this Section 5, using the proposal template provided in Attachment 11. The evaluation procedure and points are described in Section 6. Any proposal that significantly deviates from the requirements of Section 5, 6 or Attachment 11 may be considered non-responsive and may be disqualified by the Judiciary.

5.2 CONTENTS OF PROPOSAL

Because Judiciary end-users are part of the evaluation committee, proposals shall be written in simple, straightforward, and concise language, free of technical jargon. All sections, pages, tables, exhibits, and appendices shall be separately numbered and clearly labeled. The offeror shall organize their proposal into the sections shown in the table below and include as prescribed in the sections below.

Table 1 Proposal Sections

| Section | This Section | Proposal Template Section |
|---|--------------|---------------------------|
| Title Page | 5.2.1 | 1 |
| Table of Contents | 5.2.2 | 2 |
| Offer Form | 5.2.3 | 3 |
| Notification of Any Potential Conflicts with State Code of Ethics | 5.2.4 | 4 |
| Wage Certificate | 5.2.5 | 5 |
| Management Plan for the Project | 5.2.6 | 6 |
| Transition Plan | 5.2.7 | 7 |
| Proposed Solution | 5.2.8 | 8 |
| Hardware, Software, Tools and Capabilities to Complete JIMS | 5.2.9 | 9 |
| Project Methodology and Plan | 5.2.10 | 10 |
| Software Development/Modification Methodology | 5.2.11 | 11 |
| Conversion Plan | 5.2.12 | 12 |
| Test Plan | 5.2.13 | 13 |
| Installation and Integration Plan | 5.2.14 | 14 |
| Training Plan | 5.2.15 | 15 |
| Production Support Plan | 5.2.16 | 16 |
| Risk Management | 5.2.17 | 17 |
| Warranty Terms and Conditions | 5.2.18 | 18 |
| Offeror Qualifications | 5.2.19 | 19 |
| Price Proposal | 5.2.20 | 20 |
| Additional Materials | 5.2.21 | 21 |

5.2.1 Title Page

The proposal will start with a simple title page, with the name of the company submitting the proposal, the RFP title and number, and submittal date.

5.2.2 Table of Contents

The proposal shall include a table of contents with page numbers that at a minimum include the sections shown in Table 1 Proposal Sections in Section 5.2. Although not required, any hardcopy proposal with tabs to separate and identify the different sections would be helpful.

5.2.3 Offer Form

The offeror shall submit an Offer Form using the Offeror's official letterhead. The offer form shall be signed by an individual authorized to legally bind the offeror and shall contain the complete name and address of the offeror's firm, as well as the name, title or position, mailing address, e-mail address, telephone number, and facsimile number of the person the Judiciary should contact regarding the offeror's proposal. The offer form shall indicate whether the offeror is an individual, partnership, or corporation, and if the offeror is a partnership or corporation, the state of its formation or incorporation. If an offeror is a partnership formed under the laws of any other jurisdiction, it shall certify that it either has or will file with the office of the Hawaii Department of Commerce and Consumer Affairs the registration and annual statements required by H.R.S. §425-1 (Supp. 2000). If the offeror is a foreign corporation, it shall certify that it either has or will obtain from the Department of Commerce and Consumer Affairs a certificate of authority to transact business in Hawai'i, as required by H.R.S. §414-431 (Supp. 2000).

5.2.4 Notification of Any Potential Conflicts with State Code of Ethics

The offeror shall notify the Judiciary of any potential conflicts with the State Code of Ethics (H.R.S. Chapter 84) in the submission of this proposal. For example, an offeror should notify the Judiciary if it has an employee or officer whose spouse, child, parent, or sibling is a Judiciary employee. Additionally, an offeror who employs or is assisted by a former Judiciary employee should alert the Judiciary of that fact. Potential conflicts may require consultation with State ethics. If selected as the Contractor, the offeror shall be required to sign a Standards of Conduct Declaration.

5.2.5 Wage Certificate

The offeror shall submit the wage certificate.

5.2.6 Management Plan for the Project

In this section, the offeror shall comprehensively set out its management plan for meeting the requirements of this RFP including the offeror's understanding of the Judiciary's role in the project. There are five (5) Judiciary staff dedicated to work on JIMS who will support and coordinate between the offeror and the operational Judiciary staff. There are five (5) Judiciary staff dedicated (JDS) to support the production version of JIMS. Additional Judiciary staff that are Judiciary subject matter experts (JSME) will be recruited for various phases of the project.

The management plan shall also include the following information:

- A project organizational chart indicating the type of personnel assigned to perform the work called for in this RFP
- The assumptions regarding the roles and responsibilities of the Judiciary staff to complete the work
- The chain of command of offeror's personnel, and the individual designated to be responsible and accountable for completion of the work required by this RFP

5.2.7 Transition Plan

The offeror shall provide a transition plan to explain how it will gain proficiency on the current JIMS system and environment. The transition plan should include any assumptions made regarding documentation and Judiciary resource availability. In case documentation, resources or other information are not available, potential concerns should be addressed in the Risk Management Section 5.2.17 of the Offeror's Proposal.

5.2.8 Proposed Solution

The first part of the Proposed Solution must be an executive summary that summarizes the offeror's approach in a brief narrative format. This narrative must address how the offeror will complete the integration of the related accounting function for the district court criminal case module, and integrate circuit court criminal, district court civil and circuit court civil, family court, probation and land and tax court cases including their respective accounting components by the Judiciary's desired date of June 30, 2015.

The second part of the Proposed Solution shall provide a project schedule for the implementation of all remaining case types for JIMS. The offeror's project schedule must complete the integration of all case types by June 30, 2015. If the offeror's project schedule for the implementation does not meet the June 30, 2015 end date, the offeror should provide reason why this date cannot be met.

The third part of the Proposed Solution shall provide a comprehensive narrative statement that sets out the offeror's proposed solution for meeting the Judiciary's requirements to deliver the remaining case types based on the current system already in place for Traffic, Appellate and District Court Criminal (to be implemented June 2012). In proposing this solution, the offeror shall assume that they will not replace the existing CMS, but instead shall enhance and support the existing system. The offeror shall also assume that the Judiciary current infrastructure shall not be significantly changed for this bid.

Included as a reference, the Hawaii Judiciary Integrated Case Management System Requirements Definition published by Aequitas, Inc. on November 22, 1999, also known as the "Aequitas Requirements" or the "Aequitas report" has been included in Attachment 10. Despite the fact that these requirements and technical recommendations may be outdated in 2012, this document provides

reference to the initial scope and vision of the JIMS project, which remain the same today, and provide information on the legacy systems JIMS has yet to replace. These requirements were developed with National Center for State Court standards at that time and reflect Judiciary's objectives to integrate our systems and meet national standards.

5.2.9 Hardware, Software, Tools and Capabilities to Complete JIMS

The Judiciary does not foresee additional infrastructure to complete JIMS; however, if the offeror proposes additional hardware, software, or tools in addition to what the Judiciary currently owns, the offeror shall present and justify the added value, along with any other capabilities that is proposed to complete JIMS to the satisfaction of the Judiciary by June 30, 2015. Any costs for additional hardware, software, tools and capabilities shall be included in the table of Section 5.2.20.4 Additional Hardware/Software Price Proposal.

5.2.10 Project Methodology and Plan

In this section, the offeror shall explain the methodology that will be followed in order to deliver a single case type using the functional requirements that were developed for district court criminal cases (Attachment 9). The offeror shall also provide a detailed project plan and schedule for the delivery of this case type. The project plan shall describe the major tasks and subtasks to be undertaken and the project deliverables that are due, and include a Gantt chart showing the resources needed to accomplish all of the tasks and subtasks along with relative start and end dates.

All the risks associated with the planned schedule, the impact of these risks, the likelihood of the risks occurring, the offeror's approach to mitigating each risk and/or impact, and the cost ramifications if the planned schedule cannot be met should be included in Section 5.2.17 Risk Management.

5.2.11 Software Development/Modification Methodology

In this section, the offeror shall explain the approach that will be taken to ensure that new implemented functionalities for circuit court criminal, district court civil and circuit court civil, family court, probation and land and tax court cases will meet the needs of the Judiciary. The offeror shall design and develop the solution on the existing Judiciary's system without duplicating existing functionalities and minimizing the impact on the production support team.

The offeror shall also explain its approach in developing technical enhancements and defect corrections for existing production JIMS case types. Of particular interest will be methods and technologies employed to ensure modifications made to the existing production system are performed efficiently, easily maintained, and shall not negatively impact the current functionalities or impede infrastructure upgrades.

This section shall also address how the offeror plans to ensure that any development or modification work meets the requirements of the Judiciary and is free of errors. For example, how requirements will be gathered, how these requirements will be measured against the existing capabilities of the system (if applicable), how program specifications will be generated, and what kind of quality assurance process will be applied to the end product.

5.2.12 Conversion Plan

This section describes the offeror's approach and methodology to converting data from existing systems to JIMS. Note that some supplemental systems (e.g., small database systems or electronic spreadsheets) have evolved over time to meet the operational needs of the Judiciary. This section shall explain how the offeror intends to proceed from discovery work to verification of data for a successful conversion effort.

5.2.13 Test Plan

The purpose of this section is for the offeror to explain its approach to generating test plans, creating test data, and performing the necessary quality assurance testing to ensure that the solution is working error-free and in accordance with the expectations of the Judiciary.

It should address issues such as the kind of testing that shall be performed, how the test cases and success criteria will be defined, how test data will be generated, how the final testing will be performed and how final acceptance of the system will be achieved.

5.2.14 Installation and Integration Plan

This section shall describe the offeror's approach to the implementation of a new case type. It should also address the offeror's recommendation on how to perform the final system cutover considering the size and organizational complexity of the Judiciary. For example, the offeror might recommend a system-wide cutover, a cutover by location, a period of parallel running of systems, or some other method. Details of the mechanics of the recommended method should be documented in this section.

5.2.15 Training Plan

In this section, the offeror shall describe its approach for providing training in the following modules: 1) use of the solution (end-user training); 2) training on software maintenance (technical training); and 3) training in computer operations (operations training). The offeror shall specify the deliverables that shall be provided with the training plan. The Judiciary expects onsite end-user training in each circuit. Technical and operations training shall be provided on Oahu.

5.2.16 Production Support Plan

Currently the Judiciary has a dedicated production support team that operates Monday through Friday; from 7:45 a.m. to 4:30 p.m. (HST). This section shall describe the offeror's plan to interact with the team and Judiciary users during support hours. The offeror's proposal should also document availability in case of problems and emergencies outside of support hours.

5.2.17 Risk Management

The purpose of this section is to have the offeror highlight major risks associated with the overall project, schedule, cost, or proposal in general. The offeror shall describe, at a minimum, the impact, probability, and alternatives for mitigating each risk factor.

5.2.18 Warranty Terms and Conditions

This section shall document the offeror's warranty period, terms and conditions. The minimum period is ninety (90) days from implementation.

5.2.19 Offeror Qualifications

Offeror shall provide the following information so that the Judiciary can evaluate the offeror's stability, experience, and ability to fulfill the commitments required by this RFP. The Judiciary reserves the right to require additional documentation to support and/or clarify the information provided.

5.2.19.1 Company History

In this section, the offeror shall provide a general history of the company and any subcontractors. Information shall include a description of the core business, number of offices, number of locations, number of years in business, type of business (corporation, partnership, etc.), principal owners, number of years providing the type of services requested by this RFP, the total number of employees, and the breakdown of its employees by job category (e.g., clerical, sales, project management, professional services, help desk, training, etc.) and locations.

5.2.19.2 Financial Stability

The offeror must provide proof of financial stability to ensure that no reasonably foreseeable circumstances could lead to financial problems affecting the ability of the offeror to perform satisfactorily under a contract arising out of this RFP.

Audited financial statements of the offeror for the two most recently completed fiscal or calendar years showing annual revenue of at least twenty five million (\$25,000,000.00) dollars and a corporate net worth of at least ten million (\$10,000,000.00) dollars shall be submitted to determine the offeror's financial stability.

An offeror that cannot meet the criteria shall provide the following evidence of its financial stability and capability to complete the work specified in this RFP so that the Judiciary can evaluate its financial strength and stability. In this connection, the offeror shall:

- submit audited financial statements of the offeror for the three (3) most recent fiscal years;
- provide a breakdown of its revenues and expenditures for each of the past three (3) years;

In addition, the offeror shall provide the following items that are deemed risks to the financial stability:

- list any lawsuits that have been filed against it in the past three (3) years, with a brief description of the nature and status of these lawsuits, the amount of damages sought, and whether insurance coverage exists to cover potential losses arising from the lawsuits;

- list any unasserted claims and assessments, including threatened litigation, that have been made against it;
- list any contingent liabilities that the offeror has incurred; and
- list all contracts exceeding \$500,000.00 that the offeror has entered into or is about to enter into to provide services similar to those required by this RFP, with a brief description of the status of the contract, expected completion date, and the number of employees committed to the contract.

5.2.19.3 Prior Experience and References

In this section, the offeror shall document experience with at least one (1) but no more than three (3) completed projects similar in size and scope as the project in this RFP. The offeror shall provide project descriptions in sufficient detail to demonstrate the similarity with the project in this RFP. Similarities must relate, at a minimum, to a case management system with accounting modules integrated to a general ledger. Any project aspect relating to data security should be highlighted in the description. The CMS case type may be for records other than judicial court records such as healthcare, retail, inventory or other relevant systems.

These descriptions shall include an overall summary of the project, the size and type of the organization involved, discussion of major obstacles faced and how they were overcome. If the reference project case type is other than for a court system, the description shall include a narrative explaining how the project is similar to the project in this RFP. The descriptions should also include initial and final project cost and where final project cost exceeded the initial contracted amount, including the reason for the cost overrun. Include the starting and completion dates and if the contract was completed late and the reason for the late completion. Finally, complete the description with the level of effort required to complete the project.

For each of the references, the offeror shall identify the location of the site and the name, address and phone number of a responsible representative of the client organization who can be contacted by the Judiciary's evaluation committee.

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

See example table below and complete table in Attachment 11, Section 19.3.

Table 2 Prior Experience and References

| Company/Agency Name | Contact Name & Title | Address | Phone/Fax/email |
|---------------------|----------------------|---------|-----------------|
| | | | |
| | | | |

5.2.19.4 Project Team and Qualifications

The offeror shall specifically list the individuals, including subcontractors who will participate on the project team. The specific role of each individual as a project team member shall be identified. Additionally, the offeror shall indicate in which project phase(s) each individual will participate, along with each person’s participation level (i.e., percentage of time allocated and whether the participation will be on-site, or off-site).

The offeror shall provide resumes for each individual assigned to the project, which shall document, at a minimum: 1) educational history (including specific dates and names of educational institutions); 2) employment history (including specific dates, names, addresses, and telephone numbers of employers); 3) experience with specific projects related to the scope of services defined in this RFP; 4) experience in workflow study and analyses, change management, and system conversion; and 5) experience in compliance with GAAP/GASB requirements and 6) experience working with government clients.

The Offeror certifies that the following is a complete list of all Contract Team members who will be engaged by the Offeror on the project to perform the nature and Statement of Work indicated. The Offeror further understands that only those listed shall be allowed to perform work on this project.

Table 3 Contract Team Members

| Name | Address | Phone/Facsimile/ Email | Role/ Responsibility | Years of Experience in the Role |
|------|---------|------------------------|----------------------|---------------------------------|
| | | | | |
| | | | | |

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

Table 4 Subcontractor Team

| Company/Agency Name | Contact Name & Title | Address | Phone/Fax/email |
|---------------------|----------------------|---------|-----------------|
| | | | |
| | | | |

All individuals who will be working on-site through this contract or has access to confidential Judiciary information or computer systems will have a security and background check done by the Judiciary. The offeror shall include information for each subcontractor and subcontractor employee pursuant to Attachment 11, 19.3 Prior Experience and References and Attachment 11, 19.4 Project Team and Qualifications.

A statement that the subcontractor is willing and able to perform the work indicated shall be executed by an individual authorized to legally bind the subcontractor and shall be included in this section. One such statement is required for each subcontractor that offeror intends to utilize.

The selected offeror shall not delegate any duties listed in this RFP or any associated duties to any subcontractor not listed in the offeror's proposal unless the Judiciary has given its written approval. The Judiciary reserves the right to approve all proposed subcontractors in advance. The selected offeror will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and will be responsible for all services, whether or not the selected offeror performs them or delegates them to their contractors.

5.2.20 Price Proposal

This section shall describe the costs required to provide the services under this RFP, including the cost of any hardware or software that will be required to implement an offeror's proposed CMS solution, over and above what the Judiciary owns. Prices shall include any applicable taxes, including Hawaii general excise or use taxes.

5.2.20.1 Personnel Price Proposal

The offeror shall provide the Judiciary with a costing table of hourly rate based on the staffing model proposed with this RFP. The costing table will provide three level of expertise of for each skill level. See example table below and complete table in Attachment 11, Section 20.1:

Table 5 Personnel Price Proposal

| SKILLS | ENTRY / HR | INTERMEDIATE / HR | EXPERT / HR |
|----------------------------------|------------|-------------------|-------------|
| Project Managers | N/A | \$ | \$ |
| Software and Hardware Architects | \$ | \$ | \$ |
| Business Analysts | \$ | \$ | \$ |
| Accounting Business Analysts | \$ | \$ | \$ |
| Software Developers | \$ | \$ | \$ |
| Quality Assurance Testers | \$ | \$ | \$ |
| Trainers | \$ | \$ | \$ |
| Technical Writers | \$ | \$ | \$ |

The three levels of expertise shall be described as follows:

- Entry Level – Less than 5 years experience
- Intermediate Level – 5-10 years experience
- Expert Level – 10+ years experience

5.2.20.2 Travel Cost Proposal

The offeror shall include any travel cost assumptions if the offeror anticipates these costs to be passed onto the Judiciary separately in each SOW. The offeror shall include the estimated travel cost per week for one full-time equivalent (FTE).

5.2.20.3 Sample Project Price Proposal

The offeror shall submit a sample project plan with the estimated total price based on the district court criminal case requirements attached in Attachment 9. The sample project plan shall include a thorough breakdown of costs for each phase of the JIMS project based on its proposed staffing model.

Table 6 Sample Project Price Proposal

| Project Phase | Staffing Level | Cost |
|---------------|----------------|------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| Total: | | \$ |

If travel costs are additional costs, the vendor shall submit the additional total cost and staffing travel model used to derive the cost.

5.2.20.4 Additional Hardware/Software Price Proposal

The offeror shall include in a costing table any proposed software and hardware to perform the services required by this RFP from Section 5.2.9. The list shall include a general description of how the item shall be used on the project, the cost (unit price, quantity of units) and whether the purchase is mandatory or optional to perform the services. For example:

Table 7 Additional Hardware/Software Proposal

| Type (HW/SW) | Item Name | Description and Purpose | Qty | Type of Unit | Est. Unit Cost | Est.Total Cost | Mandatory (Y/N) |
|--------------|-----------|-------------------------|-----|--------------|----------------|----------------|-----------------|
| | | | | | | | |
| | | | | | | | |

5.2.21 Additional Materials

Offerors may submit additional materials including pre-printed marketing materials with their proposals. However, the offerors are advised that such brochures normally do not address the needs of the evaluation committee with respect to the technical evaluation process and the specific responses which have been requested of the offeror.

END OF SECTION FIVE

Section 6 - EVALUATION OF PROPOSALS

6.1 OVERVIEW OF THE EVALUATION PROCESS

The Procedural Requirements governing RFPs and IFBs is provided as Attachment 2. The specific section for RFPs is Section PR11 Competitive Sealed Proposals. The process for evaluating this proposal has three potential phases. The first phase will involve the evaluation and ranking of all submitted proposals to determine a “priority list” of offerors. Depending on the number of offerors and the need for clarification there may be a second phase of discussions with priority offerors followed by a potential third phase where priority offerors are requested to submit a best and final offer. Upon submission of the best and file offers the Judiciary will conduct its final evaluation. .

Offerors shall note that any award of a contract pursuant to this RFP will not be based on lowest price. The award, if any, will be made to the responsive and responsible offeror whose proposal is determined to be most advantageous to the Judiciary, based on the evaluation criteria tabulated in this section and described in Section 5. In addition, the Judiciary reserves the right not to award the contract should it be determined that none of the proposals can meet the requirements of the RFP, none of the offerors are responsible or responsive, contract negotiations fail to arrive at a mutually acceptable agreement, or any other reason.

6.2 PHASE 1: EVALUATION

6.2.1 Compliance Review and Background Checks

Initially, a core evaluation team consisting of Judiciary employees will review all timely written proposals for completeness, compliance with RFP instructions, and responsiveness to the RFP requirements. Proposals that are incomplete or non-responsive will be considered unacceptable and will not be evaluated further.

The evaluation team will review all acceptable written proposals. The team will also conduct reference checks and telephone interviews to assist in determining an offeror’s experience, qualifications, capability, financial strength and stability to perform a contract arising out of this proposal.

Evaluation criteria for this phase shall be as follows:

| Criteria | Section | Proposal Section | Pts |
|---|---------|------------------|-----|
| Management Plan for the Project | 5.2.6 | 6 | 75 |
| Transition Plan | 5.2.7 | 7 | 75 |
| Proposed Solution | 5.2.8 | 8 | 140 |
| Hardware, Software, Tools and Capabilities to Complete JIMS | 5.2.9 | 9 | 40 |
| Project Methodology and Plan | 5.2.10 | 10 | 225 |
| Software Development/Modification Methodology | 5.2.11 | 11 | 140 |

| Criteria | Section | Proposal Section | Pts |
|-----------------------------------|----------|------------------|-------------|
| Conversion Plan | 5.2.12 | 12 | 75 |
| Test Plan | 5.2.13 | 13 | 75 |
| Installation and Integration Plan | 5.2.14 | 14 | 140 |
| Training Plan | 5.2.15 | 15 | 40 |
| Production Support Plan | 5.2.16 | 16 | 40 |
| Risk Management | 5.2.17 | 17 | 140 |
| Warranty Terms and Conditions | 5.2.18 | 18 | 140 |
| Offeror Qualifications | 5.2.19 | 19 | |
| Company History | 5.2.19.1 | 19 | 75 |
| Financial Stability | 5.2.19.2 | 19 | 140 |
| Prior Experience and References | 5.2.19.3 | 19 | 225 |
| Project Team and Qualifications | 5.2.19.4 | 19 | 75 |
| Price Proposal | 5.2.20 | 20 | |
| Personnel Price | 5.2.20.1 | 20 | 40 |
| Travel Cost Price | 5.2.20.2 | 20 | 40 |
| Sample Project | 5.2.20.3 | 20 | 225 |
| Additional Hardware and Software | 5.2.20.4 | 20 | 10 |
| Total | | | 2175 |

6.3 PHASE 2: DISCUSSIONS WITH OFFERORS

If needed, the evaluation team may create a priority list of offerors based on their evaluation scores. The evaluation team may hold discussions with the priority-listed offerors and thereafter may invite them to submit their best and final offers before conducting a final evaluation. These discussions are intended to:

- Seek answers to any questions the evaluation team has regarding an offeror's written proposal and any perceived deficiencies, ambiguities, or weaknesses in the offeror's proposal;

- Explore and clarify issues related to task responsibilities, timing, staffing, etc., and
- Identify contractual issues that must be negotiated.

The core evaluation team will not indicate to an offeror a price that it must meet in order to obtain further consideration, nor will it advise an offeror of its price standing relative to another offeror. However, the team may inform an offeror that its price is considered to be too high or too low to be realistic. The core evaluation team will attempt to disclose all deficiencies noted in the proposal. These deficiencies may include:

- Proposed personnel considered to be unqualified;
- Unrealistically low or high pricing;
- Unrealistically low or high estimated efforts; and
- Questionable technical or management approaches.

The intent of the discussion is not to initiate a price or service auction, but rather to give the offeror the opportunity to clarify and/or correct proposal deficiencies.

The core evaluation team shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose and those attending. Priority-listed offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals.

6.4 PHASE 3: BEST AND FINAL OFFER

If discussions with the priority-listed offerors reveal a need for a substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority-listed offerors. These offerors shall be permitted to submit new written proposals in response to the RFP, as amended, that reflect their “best and final offers” or to amend their previously submitted written proposals.

If best and final offers are solicited by the Judiciary, the core evaluation team shall establish a date and time for offerors to submit their offers. The content and format of the best and final offer shall be identical to the proposal content and format specified in the RFP. The offerors shall highlight the terms of their best and final offers which vary from their original offer.

If an offeror does not submit a withdrawal or an amendment to its initial proposal, or does not submit a best and final offer, the offeror’s initial written offer shall be considered its best and final offer. After the best and final offers are received, final evaluations will be conducted.

The best and final offers shall be reviewed by the evaluation team, using scoring criteria listed above. For final evaluation purposes, the offeror’s price shall be determined by totaling the offeror’s price, both direct and indirect and one-time and annual (over a seven-year period), to enable the Judiciary to complete the integration of all case types.

END OF SECTION SIX

Section 7 - ATTACHMENTS

Attachments will be available on the Judiciary web pages for [solicitations](#) along with the solicitation package for this RFP.

- Attachment 1) [GENERAL CONDITIONS - February 2001](#)
- Attachment 2) [PROCEDURAL REQUIREMENTS - May 2003](#)
- Attachment 3) [HAWAII COMPLIANCE EXPRESS](#)
- Attachment 4) [PUBLICATION 1, INFORMATION ON HAWAII STATE TAXES - 2009](#)
- Attachment 5) [TAX CLEARANCE APPLICATION - 2010](#)
- Attachment 6) [CERTIFICATE OF COMPLIANCE – 10/2005](#)
- Attachment 7) JUDICIARY ORGANIZATION AND BACKGROUND
- Attachment 8) JUDICIARY TECHNICAL BACKGROUND AND CURRENT SYSTEMS
- Attachment 9) DISTRICT COURT CRIMINAL CASE REQUIREMENTS
- Attachment 10) AEQUITAS REQUIREMENTS (*FROM ORIGINAL RFP*)
- Attachment 11) WRITTEN PROPOSAL FORMAT
- Attachment 12) CONTRACT ADDENDUM FOR SECURITY OF PERSONAL INFORMATION

END OF SECTION SEVEN