

THE JUDICIARY, STATE OF HAWAII REQUEST FOR PROPOSALS NO. J15137

To Provide Computer Infrastructure Consulting and Support Services to The Judiciary, State of Hawaii

October 17, 2014

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 3.6 Submission of Offers of the Special Provisions and Section 4 Proposal Requirements of this Request for Proposals (RFP). <u>You must register</u> 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 <u>may be</u> 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:

Name of Company Mailing Address Name of Contact Person

Telephone Number FAX number E-mail Address

Solicitation Number Fedex or equivalent account # (document will be sent by

U.S. Postal Service 1st class mail if this is not provided)

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Competitive sealed proposals **To Provide Computer Infrastructure Consulting and Support Services to The Judiciary, State of Hawaii**, will be received at:

The Judiciary, State of Hawaii Financial Services Division Kauikeaouli Hale 1111 Alakea Street, 6th Floor Honolulu, Hawaii 96813-2807

up to FEBRUARY 05, 2015, 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 on Wednesday, November 5, 2014, at 10:00 a.m**. HST, in the JIMS Training Room, Kauikeaouli Hale, 1111 Alakea Street, 9th Floor, Honolulu, Hawaii 96813. Attendance for this pre-proposal conference is optional.

Questions relating to the technical aspects of this Request for Proposal may be directed to David Maeshiro at (808) 538-5301, email David.K.Maeshiro@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

/s/ JANELL KIM

Financial Services Administrator

(Judiciary & SPO Websites: October 17, 2014

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SECTION ONE - INTRODUCTION

1.1 BACKGROUND

The State of Hawaii Judiciary invites your company to submit a written proposal to provide Computer Infrastructure Support and Technical Consulting Services. The contract for these services will be available to all Judiciary programs and will be managed by the Judiciary's Information Technology and Systems Department (ITSD).

ITSD is a Judiciary administrative department responsible for meeting the information technology needs of the Hawaii State Judiciary. The Judiciary provides a statewide court system for the islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai with multiple locations on certain islands. There are thirty-five (35) locations, sixteen (16) on Oahu, five (5) on Maui, nine (9) on the Big Island, two (2) on Kauai, two (2) on Molokai, and one (1) on Lanai. There are four potential future locations in the request phase: a new courthouse in Kona (Hawaii Island) a new administration building in Kapolei (Oahu), a new Wahiawa District Court, and Office of the Public Guardian. The Judiciary has approximately 1,800 staff, with the majority of staff, approximately 1,100 staff located on Oahu. More information on the Hawaii State Judiciary can be found on its web site at http://www.courts.state.hi.us and in Attachment 3 – Judiciary court Organization and Case Management Systems.

ITSD has approximately 60 IT staff and is located on Oahu in the Honolulu District Court Building, Kauikeaouli Hale, located at 1111 Alakea Street, Honolulu, HI 96813. As a separate branch of government the Judiciary provides primary support for its information technology. Where feasible and cost effective, ITSD utilizes services provided by DAGS-ICSD, the State's Executive Branch IT group. The State Executive branch through the Office of Information Management (OIMT) has embarked on a transformation plan for the State's IT. This OIMT plan is initially focused on the Executive branch. The four (4) circuits located on Oahu, Maui, Hawaii Island and Kauai also have independent IT groups to provide local on-site support. ITSD works closely with the circuit IT staff and will coordinate any circuit specific work with the Contractor.

The Judiciary's computer hardware, software, and underlying network are the target of this RFP. For the purpose of this document the term "Infrastructure" is used to denote the Judiciary's computer hardware, network and associated off-the-shelf software. The "Contractor" is used to denote the selected Offeror. Offerors must be aware that the Judiciary has and continues to integrate computer technology into its court operations. Interruption of this computer technology can negatively impact the Judiciary's ability to provide service and to conduct the many thousands of hearings it is responsible for annually. The work done by the Judiciary IT staff and Contractor on the Judiciary's Infrastructure is in many areas mission critical with an impact to the Judiciary and its external partners' performance. The external partners are the four counties prosecutors and police department, the State's Attorney General, and the State's Office of the Public Defender.

ITSD also provides software modification and maintenance services for the custom application systems. Additional support for the development and enhancement of these custom applications is provided by other contractors. The Contractor must work with and support the custom applications contractors.

1.2 SIGNIFICANT DATES

The contract term and key dates schedule setout herein represents the Judiciary'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 Hawaii State Judiciary government restrictions. Site inspections are welcomed from 11/05/2014 to 11/20/2014 Please make arrangements with the OIC

The contract key dates are as follows:

Advertisement

Pre-Proposal Conference (Optional) 10:00 a.m., Wed 11/05/2014

10/17/2014

JIMS Training Rm, 1111 Alakea St., 9th Flr,

Honolulu, HI 96813

Pre-Arranged Site Inspections 11/05/2014 thru 11/20/2014

Deadline for Questions 11/20/2014

Response to Written Questions 12/04/2014, 4:00 PM

PROPOSALS DUE 02/05/2015 4:00 PM

Tentative Notice of Award 03/09/2015

Tentative Notice to Proceed 04/01/2015

END OF SECTION ONE

SECTION TWO - SPECIFICATIONS

2.1 GENERAL INFORMATION

ITSD is the combination of the Information Technology and Communications Division (ITCD) and the Judiciary Information Management System (JIMS) program. ITCD evolved during the years that the State first introduced IT and has successfully introduced Infrastructure and built custom applications for the Judiciary using the State General Fund. The JIMS program was started in 1999 with the goal of integrating and standardizing multiple legacy custom case management systems into one statewide system using a computer systems special fund (CSSF). There are 10 case management areas: traffic, appellate court, district court criminal, circuit court criminal, district court civil, circuit civil, family court adult, family court juvenile, land and tax court, and probation. JIMS has built the applications needed to support the first of three (3) of these case types and converted data from the original legacy case management systems into the new JIMS case management system. JIMS was originally developed from a COTS product using Oracle database with Oracle Forms and integrated to a FileNet document management system. It has since been enhanced with JAVA and web based technology. The legacy case management systems currently reside on a mainframe using ADABAS/Natural, an AS400 using DB2 and an RS6000 using COBOL.

In addition to case management systems, the Judiciary has administrative systems for Human Resources (HR), fiscal, and miscellaneous services. HR uses PeopleSoft. Fiscal uses 4Gov. Miscellaneous services utilize MS SQL server and MS access databases. The Judiciary also has various office automation Infrastructure including Novell and Microsoft file servers, Microsoft Office, WordPerfect, Lotus Notes email, video conferencing and VOIP.

The mainframe, AS400, RS6000 and various other servers are located in the Judiciary's data center located with ITSD on Oahu in the Honolulu District Court Building, Kauikeaouli Hale, located at 1111 Alakea Street, Honolulu, HI 96813. The data center is a tier III facility with its own air conditioning, uninterruptible power supplies and generator and also houses the core telecommunications network Infrastructure as well as the Cisco Call Manager VoIP telephone system and videoconferencing systems. Where feasible and cost effective, ITSD utilizes wide area network services provided by DAGS-ICSD, the State's Executive Branch IT group.

The remainder of the Judiciary's Infrastructure is networking hardware, video conferencing hardware, Windows PCs, laptops, printers, scanners, and a small number of servers distributed across the Judiciary's 35 locations. ITSD runs a help desk and in cooperation with the circuits IT staff supports the Judiciary's end users during normal business hours. The Honolulu data center also provides 24x5 support for systems located in the data center.

2.2 GENERAL REQUIREMENTS

- 2.2.1 The Contractor shall appoint a Contract Lead (CL) to serve as the primary point of contact for the OIC or designees. The CL in turn may delegate key areas to other subject experts. The Judiciary shall appoint a primary Officer-in-Charge (OIC) who can delegate to subject expert designees. The CL shall work with and take direction from the OIC. The Judiciary may have Judiciary Staff assigned to assist and shadow the Contractor staff as needed with the general goal of having Judiciary IT staff run and support the Infrastructure. Where business input is needed, the OIC shall recruit Judiciary Subject Matter Experts (SME) for user teams.
- 2.2.2 The CL shall work with the OIC to develop STATEMENTS OF WORK (SOWs) to provide Infrastructure consulting and support services. These services may be limited to specific service areas at the start of this contract as the Contractor transitions-in and other Infrastructure contracts are phased out. The value and duration of each SOW will also be limited by the availability of funds. The Judiciary works on a July to June fiscal year. ITSD has fixed General Fund and Computer Systems Special fund (CSSF) allotments per fiscal year. Contract encumbrances made in a fiscal year can carry over to the following fiscal year, but the total encumbrances cannot exceed the fiscal year allotments. As mutually agreed upon the OIC and Contractor can adjust SOWs with change orders to modify scope or cost.
- 2.2.3 The Contractor shall develop SOWs at their cost. SOWs will follow the general service areas of: 1) Planning; 2) System Administration; 3) Network Administration; and 4) Database Administration with each of these areas broken down into 1) Production Support, 2) Maintenance, and 3) Projects. Production Support is day-to-day monitoring, troubleshooting, emergency support, and deployment of applications to production environments. Maintenance comprises upgrades and updates to Infrastructure. Projects are the addition or changes to Infrastructure or any activity with significant risk requiring rigorous project management. All of these general service areas shall be included in Judiciary planning activities.
- 2.2.4 As part of the general service areas, the Contractor shall provide consulting services performing assessments of the Infrastructure and recommending direction and action. The Contractor shall be expected to evaluate Infrastructure performance and recommend enhancements to improve performance and reduce cost.
- 2.2.5 The Contractor shall provide planning to develop a maintainable long-term Infrastructure solution for the Judiciary that optimizes the use of available funds and staff. All plans shall be in written form and shall include findings, conclusions, alternatives, and cost projections and benefits. All major steps of the plan shall be approved by the OIC.
- 2.2.6 The Contractor must display a high degree of discipline. All work must follow appropriate project management standards and be documented. Documentation must be detailed and must satisfy the OIC. Project plans and schedules shall require approval from the OIC

- 2.2.7 The Contractor shall execute Projects tasks in coordination with Judiciary IT staff and with their involvement as needed. Typical project tasks include: planning, requirements definition, design, build, test, implementation, documentation, and training. The Contractor shall test all deliverables prior to delivery. Judiciary IT staff will test deliverables and report any defects. General time periods will be ten (10) business days for Judiciary IT staff to test and five (5) business days for the Contractor to cure defects. Changes to these time periods will be mutually agreed upon by the OIC and Contractor.
- 2.2.8 The Contractor shall provide written and verbal status reports to the OIC in a format agreed upon with the OIC. Typically the report should provide the status of production support, maintenance and Projects in that priority. The Contractor shall collect metrics and include the relevant ones in the report to measure the health of the Infrastructure.
- 2.2.9 The Contractor shall be expected to assist the Judiciary with setting up any operational processes associated with Infrastructure. This may include monitoring and maintenance processes. As needed the Contractor shall recommend hardware and applications or develop applications or scripts to help effectively and efficiently manage any operational processes.
- 2.2.10 The Contractor shall be expected to perform knowledge transfer sessions and training to Judiciary IT staff to ensure that they will be able to independently run and support the Infrastructure. Written documentation will be required as part of the knowledge transfer session and training.
- 2.2.11 Other vendors also provide technical support services to the Judiciary and the awarded Contractor of this RFP shall be aware that some of the services under this RFP may also be in support of and/or may need to be closely coordinated with other vendors.
- 2.2.12 The Contractor shall be available for maintenance and emergency service twentyfour (24) hours a day, three hundred sixty-five days (365) days a year. Except for
 State and Federal holidays, Judiciary IT staff are available during normal business
 hours Monday to Friday (see section 2.2.14). A limited number of Judiciary staff
 are available after hours to provide operational support and tier 1 troubleshooting.
 Upon discussion and approval by the OIC Judiciary IT staff are also available to be
 called back to work.

Where a SOW is deliverable based, the Contractor shall only submit invoices for complete deliverables that have been approved by the OIC. The Contractor shall not submit invoices for partial deliverables. A SOW may consist of multiple deliverables. Where the SOW is time and material based, the Contractor shall submit invoices indicating the major task accomplished and the hours expended. The OIC or designee will be responsible for approving invoices.

2.2.13 Contractor Personnel

- a) As part of the proposal, the Contractor shall provide a complete and comprehensive list of staff that will be supporting this Contract. If a member of the Contractor Team is replaced, the procedure in section 3.14 shall be followed.
- b) The Contract Lead (CL) will be responsible in ensuring that the correct Contractor Team members are available for specific SOWs. The CL shall work with the OIC to create a communication plan to ensure that the appropriate Judiciary IT staff are aware of activities and can participate and provide input to these activities.
- c) There is a preference for a Contractor that has redundancy in their team. There is a preference for Contractor that has multiple staff with the majority of skills within the Contractor's company that can support the contract and also act as backup in the event of a termination. Use of subcontractors will have a lower preference if the subcontractor provides primary support for a particular skill area, unless the Contractor has staff with like skills as backup. Multiple subcontractors for a specific skill set will offset concerns about terminations by subcontractors.
- d) The Contractor shall be skilled in both verbal and written communication in English.
- e) Contractor shall be required to adhere to the Judiciary Contract Addendum for Security of Personal Information provided in Attachment 4 and all Contractor personnel shall be subject to a criminal history background check. Personnel not passing the criminal history background check will not be allowed to work under this contract. Staff using remote access to provide services shall also pass criminal background checks.
- f) The Judiciary reserves the right to request the removal of any Contractor Team member. The Contractor shall immediately replace that team member with another team member of equal or greater specific expertise, with the approval of the OIC.
- Subcontractors: If any parts of the work or services offered in response to this RFP are to be subcontracted or performed by a subcontractor for 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 3.4.5. Subcontractors shall also be subject to criminal history background check if they work directly with Judiciary Infrastructure or information.

If the Contractor expects to fulfill the SOW requirements with subcontractor staff, the Contractor shall need to ensure that the work is coordinated and communicated through the OIC.

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2.2.14 Business Hours

The Judiciary's normal business hours are from 7:45 am to 4:30 pm, HST, Monday thru Friday, except for State Holidays. When working with Judiciary staff, the Contractor's work hours shall follow the Judiciary's work hours unless specifically agreed upon by both the Contractor and the OIC. The Contractor shall be expected to work closely with Judiciary staff and other Judiciary contractors. The Judiciary also has one staff person monitoring the data center from 4:30 pm to 7:45 am HST Monday to Friday who performs operational activities, tier 1 troubleshooting and reports more complex problems. The Offeror should be aware that the Judiciary has 24x7 on-line services for case information look-up and efiling. These on-line services, eCourt Kokua, Ho'ohiki and JEFS for efiling can be found on the Judiciary's Web page. The most critical on-line service is efiling which takes place from as early as 5:30 am Monday through Friday. The Juvenile Detention Center at Kapolei is a 24x7 facility.

2.2.15 Work Outside of Business Hours

Some of the work under this RFP may need to be performed outside of normal business hours. Typically work is done outside of normal business hours to minimize impact to the court operations. In performing such the Contractor shall be aware of any 24x7 services such as efiling. Such work shall be coordinated with OIC.

2.2.16 Response Times

The Contractor shall provide a means to allow the Judiciary to notify the Contractor, especially during emergencies. The Contractor shall provide the Judiciary a single toll free telephone number for obtaining maintenance service and shall respond to service calls twenty-four (24) hours a day, three hundred sixty-five days (365) days a year.

a) Emergencies

The Contractor shall respond to emergencies during and outside of normal business hours. The Contractor shall respond to an initial emergency notification within thirty (30) minutes of the call. ITSD staff may work with the Contractor to resolve the event over the phone, on-site or via remote access. The response could be directing ITSD staff to resolve problems or up to direct action by the Contractor or sub-contractor.

An emergency is an event in which a critical service is interrupted or is significantly impaired. These emergencies may occur during normal business hours or outside of business hours. The Contractor shall work continuously until the emergency is resolved and service is satisfactorily resumed. The most critical services are related to the case management systems as they relate to court operations.

b) Non-emergencies

The Contractor shall respond to normal calls within four (4) hours of the call.

2.2.17 Statements of Work

- a) This RFP shall be based on the use of individual, fixed-cost Statements of Work (SOW) to address each individual consulting or support effort to be provided by the Contractor. 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 Judiciary team to define statements of work by reviewing, validating and refining existing high level requirements. Adjustments can be made to an SOW through change orders mutually agreed upon by the OIC and Contractor. During the course of the contract, additional SOWs may be requested to address specific tasks or additional services.
- b) The cost for developing each SOW shall be borne by the Contractor. Depending on the nature of the work, the Contractor shall recommend either a time and material SOW or a deliverable based SOW. The decision on the type of SOW shall be the decision of the OIC. For deliverable-based SOWs, each deliverable shall have an associated cost. SOW plans, schedules and deliverables shall require approval from the OIC. If the cost of the SOW or a deliverable is an issue, the OIC shall have the option of removing deliverables or working with the Contractor to modify the deliverables and SOW such that the scope and cost is acceptable to the Judiciary.
- c) The Contractor shall oversee the planning and execution of each SOW.
- d) The Contractor shall maintain all documents, any script code, and track issues and resolutions all within Judiciary knowledge databases: JIRA, Confluence and Jama.
- e) The Judiciary shall review and approve SOW deliverables within a ten (10) day 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.

2.2.18 Judiciary Responsibilities

The Judiciary shall ensure that the Contractor has access to:

a) Judiciary Infrastructure necessary for Contractor to perform services as defined by SOWs. This includes, but is not limited to servers, SANs, network devices and the appropriate level of security access mutually deemed required to perform work.

- b) On-site office space for one (1) permanent and up to six (6) temporary Contractor team members. Temporary staff are off-site Contractor team members needed to assist with specific short-term SOW tasks. The space provided will be consistent with the role of the team member; either permanent on-site or temporary basis. The number of permanent staff and temporary staff and resources provided by the Judiciary can be changed as mutually agreed upon by the Judiciary and the Contractor.
- c) PCs with the appropriate software for permanent on-site team members. The Contractor is expected to provide PCs for temporary team members along with the appropriate software including security software. All PCs connected to the Judiciary Infrastructure must meet Judiciary security standards and must be approved by the OIC before connecting to the Judiciary Infrastructure. If available, Judiciary PCs and software will be made available to the Contractor's team members.
- d) VPN access to the Judiciary network for remote team members. The Contractor shall ensure all devices connected via VPN are appropriately secured and protected and share with the OIC policies and procedures that support security. All Contractor team members must pass a criminal history check including remote users.
- e) Judiciary personnel and other State of Hawaii personnel, vendors, and external users of the JIMS as needed for work defined by SOWs.

2.3 KEY JUDICIARY INFRASTRUCTURE

The Contractor shall have team members with at minimum 3 years of experience with the following key Infrastructure. As needed the Contractor's staff shall increase their skills to support any upgrades to the Judiciary's Infrastructure during the course of this contract. The listed Infrastructure is critical to the day-to-day operation of the Judiciary.

2.3.1 JIMS Infrastructure

- a) Software
 - 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
 - IBM Filenet
 - Kofax
 - Additional programming languages: Pro*C, Visual Basic
 - Additional frameworks: ICEFaces
 - Additional OS: Unix, Linux
 - Subversion (version control tool)
 - JIRA (project tracking tool)
 - Contour/JAMA (requirement tracking tool)
 - Confluence (team collaboration tool)

2.3.2 JIMS Hardware

Item	Description	Count	Operating System Version	Software Installed	Comments
Dell R710	IVR server	1 server	MS Windows 2003 R2	FirstData AcccessNet	IVR for traffic fines payment and Jury service information
HP ProLiant DL380 G4, Intel Xeon	Crystal Reports server	1 server	MS Windows 2003	Crystal Reports XI- R1	
HP ProLiant DL380 G4, Intel Xeon	IVR test server	1 server	MS Windows 2003 R2	FirstData AccessNet/P aypoint	

IBM X3550, Xeon 5110	VMWare Virtual Center server	1 server	MS Windows 2003 R2	VMWare Vsphere Enterprise 3.5, 4.X	
HP ProLiant DL380 G5, Xeon 5160	Virtual hosts server for JIMS applications	2 servers	VMware hypervisor (MS Windows 2000, 2003, 2008 Linux 9, 10)	Oracle 11g App Server, Oracle Forms 6, Oracle eBS, Apache HTTP Server, Apache Tomcat 6.X	
HP ProLiant DL380 G5, Xeon 5160, Dual processor	Virtual hosts server for JIMS applications	2 servers	VMware hypervisor (MS Windows 2000, 2003, 2008 Linux 9, 10)		
IBM V7000	SAN / Disk storage arrays	1 unit	N/A	N/A	Replaced IBM System Storage N5200
Cisco 3750G Switch - 12 ports	LAN switch	2 units	N/A	N/A	Network switch for the JIMS
Cisco Catalyst 3750 Switch - 12 ports	LAN switch	3 units	N/A	N/A	servers. Redundancy is implemented so
Cisco 3750G Switch - 24 ports	LAN switch	2 units	N/A	N/A	each server has a multiple path through the network.
Cisco MDS C9148 Fabric Switch - 48 ports	SAN switch	2 units	N/A	N/A	Connects SAN to physical servers and tape backup unit.
F5 Big-IP 3900 Series	Load balance switch	2 units	N/A	N/A	Government agencies outside of the Judiciary and the public access the JIMS network via this device.

Sun SPARC T3-2, SPARC dual processors, 16 core	Database servers	2 servers	Sun Solaris 9/10	Oracle 11g database Symantec NetBackup 6.0, 7.5 Enterprise	Each server runs Sun Solaris 10. On top of this are virtual machines that run Solaris 9 and on which the Oracle database server runs.
Sun SPARC X3-2, Intel dual processors, 8 core	IBM blades replacement Virtual hosts server for JIMS applications	3 servers	Oracle Linux	Windows 2003, 2008 SuSe Linux 11 Oracle 11g App Server, Oracle Forms 6, Oracle eBS, FileNet 4.X, Kofax 8/10, Apache HTTP Server, Apache Tomcat 6.X, Subversion 1.5, Atlassian Jira, Atlassian Confluence, Jama, First Da ta Paypoint	Each server runs Oracle Linux OS. On top of this are virtual machines running Windows or Linux.
Sun SPARC X4-2, Intel dual processors, 4 core	HP ProLiant DL380 G5 replacement Virtual hosts server (DMZ) for JIMS applications	2 servers	Oracle Linux	Windows 2003, 2008 SuSe Linux 11 Oracle 11g App Server, Oracle Forms 6, Oracle eBS, Apache HTTP Server, Apache Tomcat 6.X	Each server runs Oracle Linux OS. On top of this are virtual machines running Windows or Linux. Used for public/external facing servers in the DMZ.
Oracle/Sun SL150 Tape backup unit	Tape robot library with three LTO-5	1 unit	N/A	N/A	

tape drives		

2.3.3 IBM z-Series Hardware and Software (scheduled for replacement)

a) Hardware

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

b) Software

Computer Associates (CA)

- APAS/Insight
- CA90's
- CA-Spool
- Intertest
- PANVALET
- PLEU
- SORT

- TOP Secret
- VISION 80 / DYL280

IBM

- z/OS, z/MVS, z/VM, z/Linux
- ACF/NCP
- PSF for z/OS
- ACF/SSP
- Unix
- CICS TS
- COBOL for MVS & VM
- InfoPrint ACF/SSP
- InfoPrint AFP Font Collection for MVS
- InfoPrint PSF Compatibility Fonts
- InfoPrint PSF Base for os/390
- InfoPrint PPFA/370
- InfoPrint OGL/370
- HOD
- NCP
- TIVOLI Netview and Storage Manager
- z/OS SDSF
- z/OS RMF
- z/OS Communication Server
- z/OS SDK for zOS (31 & 64-bit)

Innovation

• FDR

Oracle

- Oracle 9i Client
- Oracle Access Manager for CICS

Software AG

- Adabas
- NATL
- NATL CICS Interface
- NATL SECURITY
- Predict

Other installed systems software

• Attachmate and HOD

Applications

HAJIS

2.3.4 IBM AS400 i-Series Hardware and Software

- a) Hardware
 - IBM i v7r1 (running COBOL and CL applications)
 - Windows Server (2008) R2
 - Websphere

- DB2 database
- b) Software
 - COBOL programming language
 - CL programming language
 - Java
 - DB2
 - IBM Rational Application Developer
 - JUSTIS

2.3.5 RS6000 Review

- a) Hardware
 - IBM 7310-CR3 HMC v7R3.5.0.3
 - IBM 9133-55A
 - Partitioned AIX 5.3 operating system
- b) Software

Trust Accounting

- AcuCobol 5.2.1 (Cobol compiler/runtime)
- WISP development (programming language)
- Tivoli v6.2 Backup Archive Client

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- AcuCobol 7.0.1 (runtime only)
- mySql 5.0.41
- Tivoli v6.2 Backup Archive Client
- CQCS (Cyberquery) 7.22_7a
- Apache -re-packaged as "IBM HTTP Server 2.0.47.1"
- Java is re-packaged 1.5.0 as "IBM J9 VM (build 2.3, J2RE 1.5.0 IBM J9 2.3AIX ppc-32 j9vmap3223-20081129 (JITenabled))"
- Tomcat 5.5.17

2.3.6 IBM Blade Center, SAN, VMware, and Hyper-V

- a) Hardware
 - IBM Blade Center H Chassis
 - IBM Blade Center S Chassis (Kapolei)
 - IBM Blade Servers (HS20, HS21, HS22, HS23)
- b) Operating Systems
 - Windows 2003, 2008, 2008 R2, 2012 DATA CENTER
 - Microsoft System Center 2012 R2
 - CENTOS
 - VMWare ESX 3.5 5.1
 - Hyper-V in Windows 2012 Data Center

- c) Tools
 - vRanger
 - vMotion
 - vSphere
- 2.3.7 Tivoli Storage Manager Support Overview
 - a) Hardware
 - IBM Windows 2008 R2 Server (TSM server)
 - IBM 3518-L18 Tape library
 - IBM TS3200 Tape Library
 - b) Operating Systems
 - Windows 2000, 2003, 2008, and 2008 R2
 - Windows 2012 Data Center
 - AIX 5.3
 - c) Tools
 - TSM Manager 5.0.
- 2.3.8 Telecommunications Infrastructure
 - CISCO VoIP call manager and Unity Voicemail.
 - Cisco IPCC,
 - Cisco ASAfirewalls
 - HP Arcsight
 - Cisco VPN concentrator
 - HP TippingPoint
 - Cisco UCS
 - Cisco WebEx
 - Linux DNS servers
 - DHCP servers
 - Zenoss server
 - Cisco routers
 - Cisco core switches
 - Cisco floor switches
 - Cisco MCU video conferencing
 - InformaCast
 - Cisco VSOM
 - Cisco Emergency ResponderMetropolis Call Accounting
 - a) The Judiciary operates various LANs that can be assumed to be contained within one physical facility at one of the 35 locations listed below with the exception of what the Judiciary refers to as the "civic center". The civic center is comprised of the following buildings in the downtown Honolulu area:
 - Aliiolani Hale
 - Kaahumanu Hale

- Kauikeaouli Hale
- Kapuaiwa Building
- b) These buildings are linked together via a private network of fiber optic cable running at 10 gigabit speeds. Responsibility for this private network of fiber optic cable is a part of the scope of services of this RFP.
- c) Wide Area Network (WAN)
 The Judiciary WAN relies primarily on MUX DS3/T1 Services provided through Hawaiian Telecom. The T1 circuits from the approximate 32 remote locations are "consolidated" in Kauikeaouli Hale's core switch via 2 DS-3 circuits.
- d) The Judiciary also relies heavily on the state government network referred to as NGN (Next Generation Network) to provide high speed connectivity to selected remote sites. Today, court facilities utilizing NGN for connecting to the Judiciary WAN are:
 - Hoapili Hale (Maui)
 - Hilo Judiciary Complex
 - Kauai Judiciary Complex
 - Kona Main Court
 - Kapolei Judiciary Complex (Oahu)
 - Oahu Community Correctional Center (Oahu)
 - Halawa Correctional Facility (Oahu)
- e) The Judiciary's Internet access, like most other State agencies, is provided through the University of Hawaii via the NGN. The NGN is managed by the network division of DAGS-ICSD.
- f) The Judiciary purchases Cisco Smartnet Maintenance for any new and/or replacement Cisco hardware and software. The Judiciary's usage of the Cisco Smartnet Maintenance contract shall be made available to the Contractor
- g) Due to the Judiciary's reliance on Cisco networking products and the availability of CISCO products through contracts such as WSCA, the Contractor must be knowledgeable of all Cisco Systems' product and must stay abreast of all future Cisco product offerings
- h) There are thirty-five (35) locations which with network connections, sixteen (16) on Oahu, five (5) on Maui, nine (9) on the Big Island, two (2) on Kauai, two (2) on Molokai, and one (1) on Lanai. There are three future locations, one (1) in Kona (Big Island), one (1) in Kapolei (Oahu), and one (1) on Oahu:

<u>Item</u>	Location	Network Components	Connection Type
1.	Kaneohe District Court (Oahu)	Cisco router and floor switches; server; CAT5e cables; IP telephones; Polycom	T1 to DS3; ISDN PRI
2.	Home Maluhia (Oahu).	Cisco router and floor switches; CAT5e cables; IP telephones; Polycom	T1 to DS3; ISDN PRI
3.	Ewa District Court (Oahu)	Cisco router and floor switches; server; CAT5e cables; IP telephones	T1 to DS3; ISDN PRI
4.	Adult Drivers License Revocation Office (Oahu)	Cisco router and floor switches; server; CAT5e cables; IP telephones	T1 to DS3; ISDN PRI
5.	Wahiawa District Court (Oahu) (future relocation)	Cisco router and floor switches; server; CAT5e cables; IP telephones	T1 to DS3; ISDN PRI
6.	Kaahumanu Hale (Oahu)	Cisco router, core & floor switches and Call Manager; servers; CAT5e & fiber optic cables; IP telephones; 3 Polycoms, Cisco VSOM	Fiber optic cable (Civic Center); 3 ISDN PRI; 3 ISDN BRI for Polycom
7.	Office of the Public Guardian/Family Drug Court (Oahu)	Cisco routers and floor switches; server; CAT5e & fiber optic cables; IP telephones	T1 to DS3; ISDN PRI
8.	Alliolani Hale (Oahu)	Cisco router, core switch, and floor switches; server; PeopleSoft; CAT5e & fiber optic cables; , Nefsis videoconferencing; IP telephones, Satellite Antenna, PremiSys - Identicard	Fiber optic cable. (Civic Center); ISDN PRI
9.	Drivers Education (Oahu)	Cisco router and floor switches; server; CAT5e cables; IP telephones	T1 to DS3; ISDN PRI

<u>Item</u>	<u>Location</u>	Network Components	Connection Type
10.	Kauikeaouli Hale (Oahu)	Data Center: Cisco router, dual core switches & floor switches; Cisco Call Manager and Unity Voicemail; IPCC; Informacast; Wireless Controller; First Data IVR; JIMS servers; IBM & Dell servers; IBM Main Frame; Lotus Notes; AS400; RS6000; Netware; Websense; Cisco ASA Firewall VPN concentrator; CAT5e & fiber optic cables; IP telephones; DNS and DHCP servers; Cisco VSOM; Cisco WebEx;HP TippingPoint; HP Arcsight; Cisco Emergency Responder; Cisco UCS, Metropolic Call Accounting; JIRA; and satellite antenna.	2 DS3 for network; fiber optic cables to Civic Center Bldgs. (Civic Center); NGN to 5 sites; 3 ISDN PRI for Call Manager; ISDN PRI for MCU
11.	Records Management (Oahu)	Cisco router and floor switches; server; CAT5e cables; IP telephones	T1 to DS3; ISDN PRI
12.	Kapuaiwa (Oahu)	Cisco router and floor switches; server; CAT5e & fiber optic cables; IP telephones; IdentiCard	Fiber optic cable(Civic Center); ISDN PRI
13.	Children's Justice Center Pali (Oahu)	Cisco router and floor switch; server; CAT5e cables; IP telephones; Polycom; Commercial Electronics V2 (CEV2)	T1 to DS3; ISDN PRI
14.	Maui Driver Ed (Maui)	Cisco router and floor switches; server; CAT5e & fiber optic cables; IP telephones	T1 to DS3; ISDN PRI
15.	Maui Drug Court (Maui)	Cisco router and floor switch, server CAT5e cables, IP telephones	T1 to DS3; ISDN PRI
16	Maui Adult Client Services	Cisco router and floor switch, server CAT6 cables, fiber optic cables, IP telephones	T1 to DS3; ISDN PRI
17.	Lahaina District Court (Maui)	Cisco router and floor switches; server; CAT5e cables IP telephones; 2 Lifesize 220s	T1 to DS3; ISDN PRI for voice;

<u>Item</u>	Location	Network Components	Connection Type
18.	Maui CJC (Maui)	Cisco router and floor switches; CAT5e cables; IP telephones; Polycom; CEV2	T1 to DS3; ISDN PRI
19.	Maui Main Court (Maui)	Cisco router and floor switches; server; CAT5e & fiber optic cables; IP telephones; 4 Polycoms, 5 Lifesize 220s	T1 to DS3; NGN; 2 ISDN PRI; 9 ISDN BRI for Polycoms and Lifesize 220s
20.	Molokai District Court (Molokai)	Cisco router and floor switches; server; CAT5e cables; IP telephones; Lifesize 220	T1 to DS3; ISDN PRI; ISDN BRI for Polycom and Lifesize 220
21.	Molokai Adult Client Services (Molokai)	Cisco router and floor switch; server; CAT5e cables; IP telephones	T1 to DS3; 4 line rotary;
22.	Lanai District Court (Lanai)	Cisco router and floor switch; server; CAT5e cables; IP telephones; Lifesize 220	T1 to DS3; B1; ISDN BRI for Lifesize 220
23.	Hilo Judiciary Complex (Big Island).	Cisco routers, core and floor switches; server; CAT6 & fiber optic cables; IP telephones; Tandberg	T1 to DS3; NGN; 2 ISDN PRI for voice; ISDN PRI for Tandberg
24.	Kona Main Court (Big Island)	Cisco router and floor switches; server; CAT5e & fiber optic cables; IP telephones; Polycom	T1 to DS3; NGN; ISDN PRI; 2 ISDN BRI for Polycoms
25.	Kona Family Court/ACS (Big Island)	Cisco router and floor switches.; server.; CAT5e cables; IP telephones; Polycom, Lifesize 220	T1 to DS3; ISDN PRI; ISDN BRI for Polycom and Lifesize 220
26.	Kona Drivers Education (Big Island)	Cisco router and floor switches; CAT5e cables; IP telephones	T1 to DS3; ISDN PRI
27.	Kona CJC (Big Island)	Cisco router and floor switches; CAT5e cables; IP telephones; Polycom; CEV2	T1 to DS3; 2 line rotary
28.	Kona Drug Court (Big Island)	Cisco router and floor switches; CAT5e cables; IP telephones; Polycom	T1 to DS3; ISDN PRI; ISDN BRI for Polycom
29.	South Kohala District Court (Big Island)	Cisco router and floor switches; CAT5e cables; IP telephones; Polycom	T1 to DS3; ISDN PRI; ISDN BRI for Polycom

<u>Item</u>	Location	Network Components	Connection Type
30.	North Kohala Division (Big Island)	Cisco router and floor switch; CAT5e cables; IP telephones	T1 to DS3
31.	Waimea FC/ACS (Big Island)	Cisco router and floor switches; CAT5e cables; IP telephones	T1 to DS3; ISDN PRI
32.	Hilo CJC (Big Island)	Cisco router and floor switches; CAT5e cables; IP telephones; Polycom; CEV2	T1 to DS3; 2 line rotary
33.	Kauai CJC (Kauai)	Cisco router and floor switches; CAT5e cables; IP telephones; Polycom; CEV2	T1 to DS3; 2 line rotary
34.	Kauai Judiciary Complex (Kauai)	Cisco router, core and floor switches; server; JAVS; CAT6 & fiber optic cables; Polycom; IP telephones	T1 to DS3; NGN; 2 ISDN PRI; ISDN BRI for Polycom; ISDN BRI for JAVS
35.	Kapolei Judiciary Complex (Oahu)	Cisco router, core and floor switches; IBM blade server; Call manager; JAVS; CAT6 & fiber optic cable; IP telephones; Polycom; IdentiCard	T1 to DS3; NGN; 3 ISDN PRI
36.	Kona Judiciary Complex FUTURE SITE Approx 7/1/2019	Cisco router, core and floor switches; CAT6 and fiber optic cables; IP telephones; server;	T1 to DS3; NGN; 2 ISDN PRI
37.	Kapolei Administration Building FUTURE SITE Approx 7/1/2019	Cisco router; core and floor switches; CAT6 and fiber optic cables; IP telephones;	NGN, Cisco UCS
38	Office Public Guardian _ FUTURE SITE Approx 6/30/2015	Cisco router and floor switches; CAT6 cables; IP telephones	T1 to DS3; ISDN PRI

2.4 REQUIREMENTS

2.4.1 The Judiciary's key Infrastructure is listed in section 2.3. The Contractor shall provide services for this key Infrastructure, other less critical Infrastructure not listed, and Infrastructure added during the contract period. The general services required for this Infrastructure are:

- i) Planning;
- ii) System Administration;
- iii) Network Administration; and
- iv) Database Administration

The Contractor shall provide Production Support, Maintenance, and support Projects for the general service areas listed above.

2.4.2 Production support

The Contractor shall provide production support for the Judiciary's day-to-day operations, including monitoring, troubleshooting, emergency support and the scheduled releases of applications into production environments. For the general service areas listed above, the Contractor shall:

- a) Monitor the Infrastructure and collect metrics and use notification processes to communicate the status of Infrastructure. Set up a communication plan to report and escalate problems and where necessary address problems from non-critical up to and including emergencies.
- b) Recognize and troubleshoot problems with Infrastructure. Document the root causes of problems and make recommendations for long term prevention of a reoccurrence of the problem. All problems shall be reported via the Judiciary's trouble ticket system and be reported on during status meetings. Create new documentation where none currently exists
- c) As part of troubleshooting and problem resolution tune the Infrastructure including the databases to ensure maximum performance.
- d) Provide emergency services. Emergency service is defined as a situation where key Infrastructure such as JIMS, the mainframe, the AS400 or RS6000 cannot provide service or is providing severely degraded service to its customers. For the network, emergency service would be required when a site cannot send/receive data on their LAN or via the WAN, and/or cannot place or receive internal or external telephone calls on the Judiciary's Centralized Call Manager System, IPCC, and Unity Voicemail. The Judiciary has other Infrastructure that is less mission-critical, where a problem may not require emergency service. The OIC shall be the final authority in the determination whether or not a given situation constitutes an emergency service call. Emergency service calls can occur during business hours or outside of business hours. Emergency service calls would be the Contractor's highest priority and the Contractor shall bring sufficient resources to provide a timely resolution of the problem.

Outside of normal business hours, report network problems to the local telephone company, applicable network services provider, applicable long distance carrier, Information Computer Services Division (DAGS-ICSD) of the Executive Branch.

The inside cable plant (horizontal and vertical cables) is the responsibility of the Judiciary. The Contractor shall cross connect copper patch cords or fiber patch cords to circumvent cable problems. The Contractor shall inform the OIC or designee to report cable problems.

e) Provide after-hours tier-2 support when the problem exceeds the technical skills or training of the Judiciary staff on duty. The Judiciary Infrastructure provides 24x7 services to its customers. The Judiciary normally has one staff person on duty outside of normal business hours 24x5.

f) Backup

Create, verify and test restoration of backups for data, databases, and configuration of Infrastructure systems. There are existing backups currently performed by Judiciary staff, however the Contractor shall provide recommendations for improvements and verification.

g) Security

Recommend and configure security Infrastructure as needed to protect the Judiciary data. Judiciary data includes confidential case information, Judiciary personnel information and fiscal information. The Contractor shall have an understanding of network security risks and solutions to address these risks including security assessment tools, intrusion detection and prevention products as well as anti-virus and anti-malware products.

Perform security audits and check for security problems. This work shall be performed in conjunction with DAGS-ICSD where the NGN network is involved.

Assist with the setup of Infrastructure and processes to maintain user accounts and their security access. This work may involve the use of directory services such as Microsoft active directory and Novell Directory Services and other like services for other Infrastructure including the security controls of the Judiciary's various databases.

h) Support software development and testing performed by other Contractors and Judiciary staff by providing controlled deployment of new software to production environments.

2.4.3 Maintenance

The Contractor shall:

a) Provide regular maintenance support in the form of low risk upgrades, updates and patching of the Infrastructure. The Contractor shall work with the OIC to designate maintenance windows and communication plans to make Judiciary users aware of maintenance outages and if any, the resulting impact of the maintenance. The Contractor shall plan and manage scheduled service outages for enhancements and maintenance. Larger updates or upgrades activities with high risks shall be managed as Projects.

- b) As necessary, regularly tune the Infrastructure including the databases to ensure maximum performance.
- c) Produce scripts programs to automate maintenance as needed.
- d) Perform routine audits of Infrastructure to endure licensing compliance.

2.4.4 Projects

The Contractor shall participate in Projects initiated by the Judiciary, recommended by the Contractor or in support of other Judiciary Contractors. The Contractor shall:

- a) Provide consulting, create project plans, requirements, and design documentation. Build, configure, test, and implement the Infrastructure. Document and provide training to Judiciary IT staff. Typically Projects involve higher risk and as such the Contractor shall minimize any impact to Judiciary operations as a result of implementing new Infrastructure. As needed during the transition to new Infrastructure the Contractor staff may have to augment Judiciary IT staff by running the Infrastructure until training is completed or until the Judiciary IT staff is transitioned from any replaced legacy Infrastructure to new Infrastructure.
- b) Establish and document standards and procedures for activities associated with Projects. Recommend best practices to run and support the Infrastructure.
- c) Support software development and testing performed by other Contractors and Judiciary staff through the creation of development and test instances. As necessary provide for the replication of databases or the ability to transfer information to other systems via data interfaces.
- d) Where appropriate, make recommendations to provide redundancy or fail-over configurations to keep the Infrastructure running. Although instantaneous recovery is not needed for the Judiciary, the Judiciary needs to recover key Infrastructure listed in section 2.3 within 24 hours. Ensure maximum uptime within the budgetary constraints.

e) Training

Provide training, mentoring, and guidance in day-to-day operations to selected Judiciary staff in the general service areas of system administration, network administration, database administration, and provide knowledge transfer sessions for Projects. Written documentation shall be provided as needed. Documentation must be detailed and must satisfy the OIC. The goal of the training is to have Judiciary IT staff run and support the Infrastructure.

2.4.5 Contractor Team

- a) The Contractor team shall be led by a Contract Lead (CL) with a minimum of five years of experience in that role. The Contractor shall have at least one (1) backup Contract Lead. The CL shall be responsible for ensuring that the correct balance of on-site and off-site Contractor team members (CTM) are working on SOWs. Key Contractor team members shall have at a minimum three (3) years of experience in the key Infrastructure listed in section 2.3. The years of experience should be documented for each key team members in Section 4.2.8.
- b) The CL shall schedule and plan all work in coordination with the Judiciary OIC or designees. The CL shall have a high degree of discipline and experience in the management of the large projects across medium to large government or business entities.
- c) The Contractor Team Members (CTM) shall be experienced with:
 - i) Planning
 - ii) System Administration
 - iii) Network administration
 - iv) Database Administration
 - v) System Development Environments
 - vi) Document Management
 - vii) Project Management
 - viii) Hardware Architecture
- d) The Contractor shall have specialized skills and knowledge with the Judiciary's key Infrastructure as listed in section 2.3. The Contractor shall have a help desk/service center, centers of excellence or similar mechanisms which CTMs can call for additional expert help, support and resources. At least one (1) person shall be on-site during normal business hours and be available to stay beyond normal business hours for emergency support. If she/he is unable respond and/or resolve, she/he will contact the Contractor's service center to dispatch additional CTMs at no additional cost to the Judiciary.
- e) If necessary, and upon agreement of the OIC, additional CTMs can be accommodated on-site by the Judiciary for activities related to Projects. As necessary, the Judiciary will provide the Contractor's team remote access to the Judiciary's Infrastructure. On-site Contractor team members shall report to the OIC or his designee at 1111 Alakea Street, 9th Floor during Judiciary's normal business hours. The Judiciary shall provide the CTMs with office space, a desk, a telephone, and PCs if necessary. The provision of Judiciary resources will be at the discretion of the OIC.
- f) CTMs will have to travel to Oahu, Maui, Big Island, Kauai, Molokai, and Lanai for various activities where remote access is not possible. It would be advantageous for the awarded vendor to have technical representation on Oahu, Maui, Big Island, Kauai, Molokai, and Lanai but not necessary. The technical representatives can be subcontractors.

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- g) For the business critical Infrastructure listed in section 2.3 the Contractor shall provide certified resources with significant years of experience. The certified resources may also be with the Contractor's sub-contractors.
- h) The Contractor's team must have redundancy or other resources that can be relied on if a team member is absent or unexpectedly terminates employment. The Contractor's company must have enough staff in its organization to provide backup and must actively look at succession planning for its staff assigned to this contract. Although subcontractors can be relied on for support, there should be overlap with staff in the Contractor's company or with other subcontractors in case of problems with the subcontractors.
- i) Due to the reliance of the Judiciary for portions of its wide area networking capability on the Executive Branch's Next Generation Network (NGN) and Institutional NETwork (INETS), the Contractor must establish a working relationship with the Executive Branch's Information and Communication Services Division (DAGS-ICSD), Networking Branch and gain knowledge of these networks. Likewise the Contractor must establish working relationships with Hawaiian Telecom, tw telecom, and Sprint who provide the remainder of the Judiciary's wide area network capability.

2.4.6 Planning

In the area of planning the Contractor shall:

- a) Work with the OIC on strategic planning, tactical planning and specific project planning. In strategic and tactical planning, the primary goal of the Contractor is to provide consulting and planning to change to Infrastructure that optimizes the use of the Judiciary's fixed funds and IT staffing resources, while providing reliability and a performance appropriate for its business operations. Evaluate the Judiciary Infrastructure and make recommendations to make best use of funding while improving reliability and performance.
- b) Provide project plans, requirements and design documentation. Build, configure and implement the Infrastructure. Train or recommend training to transition Judiciary IT staff to run and support the Infrastructure. At all phases of project the OIC and Judiciary IT staff will be consulted with, provided presentations and ultimately asked to approve all key activities. Final approval will be with the OIC. Plans will include alternatives, cost projections and benefits.
- c) Work with the OIC to best deploy Judiciary IT staff to run and support the Judiciary's Infrastructure.
- d) Review Infrastructure specifications provided by the Judiciary or Judiciary Contractors, external government agencies or other third parties that the Judiciary is working with.

END OF SECTION TWO

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract for the Computer Infrastructure Support and 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.

3.2 JUDICIARY OFFICER IN CHARGE

For the purposes of this contract, David Maeshiro, telephone (808) 538-5301, is designated Judiciary Officer in Charge (OIC).

3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the 3-year period commencing April 2015 and ending March 2018. Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for four (4) additional twelve-month periods without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration.

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

3.4 OFFER PREPARATION

Handwritten proposals are not acceptable. All proposals must be generated and printed using a word processor or similar computer program using the format provided in Section 4.2 "Proposal Contents" and using the offer forms provided in section 6. The proposals must address the requirements of this RFP (section 2) and be in accordance with these Special Provisions (section 3) and the other terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

3.4.1 Offer Form

Offeror is required to submit its proposal with an Offer Form provided in Section 6.1. The offer form requires the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract.

3.4.2 Wage Certification

Offeror is required to submit its proposal with a Wage Certificate provided in section 6.2, 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 Offeror 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.

Skill Level:	Public Employee Wage Rates:	Current Rate:
ENTRY	IT Specialist V (SR-24)	\$25.66/hr.
INTERMEDIATE	IT Specialist VI (SR-26)	\$27.75/hr.
EXPERT	IT Specialist VII (SR-28)	\$31.21/hr.

3.4.3 Proposal Guaranty

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

3.4.4 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. More information on Hawaii State taxes may be found at http://tax.hawaii.gov/

3.4.5 Contract Team

Offeror may subcontract portions of this contract. The Offeror shall provide names and addresses of Joint Contractors/Subcontractors, their Local Representatives, and references. Offeror shall be the Primary Contractor and is liable for all work performed under this contract.

3.4.6 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 FIVE – Evaluation of Proposals.

3.5 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following address:

The Judiciary, State of Hawaii Financial Services Division Attn: Jonathan Wong 1111 Alakea Street, 6th floor Honolulu, HI 96813 Or via Fax: (808) 538-5802,

Or via email: jonathan.h.wong@courts.hawaii.gov

Offeror may provide its express mail service account number or fax number or email address to ensure 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. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.6 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.

- 3.6.1 Offers on CD. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD (3copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Significant Dates section of this RFP.
- 3.6.2 Offers via electronic submittal. As another option to submitting hard copies of your offer packet, 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 Email or FAX.
- 3.6.3 Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit inquiries by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.7 OFFEROR QUALIFICATION

- 3.7.1 Experience: Offeror and subcontractors shall have a minimum of five (5) years of experience providing medium to large sized government or business entities with Infrastructure Consulting and Support as described in this RFP. The government or business entity's workforce supported by the Offeror must include at least 500 employees.
- 3.7.2 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.)
- 3.7.3 Local Representative. Offeror shall have and identify a local representative (on Oahu) in order to qualify for award. Local representative must have an office location on Oahu, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or system problems. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the SOWs specified in this RFP for the duration of the contract period. Failure on the part of the Offeror to meet this requirement shall result in rejection of proposal.

3.8 AWARD

- 3.8.1 Method of Award. Award, if any, will be made to the 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.
- 3.8.2 Tax Clearance HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary. The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract. The tax clearance certificate may be obtained from the following site: http://tax.hawaii.gov/forms/a1_1alphalist/ or by Fax/Mail at (808) 587-4242 or 1-800-222-3229.

- 3.8.3 Certificate of Compliance HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:
 - a) Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.
 - b) The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D310(c), HRS, Form LIR#27 which is available at http://labor.hawaii.gov/forms/ or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.
 - c) The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR, and not the Judiciary. However, the certificate shall be submitted to the Judiciary.
- 3.8.4 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.
 - a) To obtain the Certificate, the Offeror must first be registered with the BREG.
 A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.
 - b) On-line business registration and the Certificate are available at www.BusinessRegistrations.com . To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.
- 3.8.5 Hawaii Compliance Express. Alternatively, instead of separately applying for the above certificates at the various agencies, Offerors may choose to use the Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface. The following HCE website at https://vendors.ehawaii.gov/hce/splash/welcome.html expedites the process in applying for and furnishing proof of compliance with the requirements of Chapter 103D-310(c), HRS. Offerors are advised that there is an annual fee associated with HCE. Offerors choosing not to participate in the HCE program will be required to provide paper certificates as instructed in the sections previous to this one.

- 3.8.6 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary PRIOR TO AWARD of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.
- 3.8.7 Final Payment Requirements. An HCE certificate will be required for final payment.
- 3.8.8 Liability Insurance. The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved, the insurance policy or policies shall name the subcontractor as additional insured. As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance that meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies. The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

Coverage	Limits	
Commercial General Liability	\$1,000,000.00 combined single limit per occurrence (occurrence form) for bodily injury and property damage and; \$2,000,000.00 aggregate.	
Products and Completed Operations	\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate	
Automobile Liability	\$1,000,000.00 per accident	
Workers Compensation and Employer's Liability	Part A – Statutory Part B – Employers Liability \$100,000.00 each accident \$100,000 disease each employee \$500,000 disease policy limit	
Professional Liability (Errors and Omissions)	\$1,000,000 per claim \$2,000,000 annual aggregate	

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

a) "This insurance shall not be canceled until after thirty (30) days written notice has been given to The Judiciary, State of Hawaii, Financial Services Administrator, 1111 Alakea Street, Sixth Floor, Kauikeaouli Hale, Honolulu, Hawaii 96813."

- b) "The Judiciary is added as an additional insured (for general liability and automobile) as respects to operations performed for The Judiciary, State of Hawaii."
- c) "It is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance throughout the entire term of the contract, including supplemental agreements. Prior to execution of the contract, the Contractor agrees to deposit with The Judiciary, State of Hawaii certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the Judiciary during the entire term of this contract and its extensions, if any, including those of its subcontractor(s), where appropriate.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

3.9 CONTRACT EXECUTION AND EXTENSION

- 3.9.1 Execution: Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date. No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. the Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.
- 3.9.2 Extension: If an 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 resolicited. All contract extensions are subject to the availability of funds.

3.10 PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required

by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

3.11 PRICING INFORMATION AND ADJUSTMENTS

- 3.11.1 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.
- 3.11.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

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

3.12 INVOICING

Contractor shall submit, 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 Attn: Ms. Naty Butay 1111 Alakea Street, 6th Floor Honolulu, Hawaii 96813

3.13 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.

3.14 CONTRACT STAFFING REQUIREMENTS

Personnel whose names and resumes are submitted in the offer shall not be removed from this contract without prior approval of the OIC. Substitute or additional personnel shall not be used for this contract until a resume is received and approved by the OIC.

a) Personnel changes that are not approved by the Judiciary may be grounds for contract termination.

b) The Judiciary shall have the right, and the Contractor shall comply with, any request to remove personnel from all work on this contract effective immediately upon notification by the OIC.

3.15 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.

3.16 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.

3.17 TERMINATION FOR CAUSE

If the Contractor:

- 3.17.1 Fails to begin the work or services under the contract within or by the time specified.
- 3.17.2 Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
- 3.17.3 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.
- 3.17.4 Discontinues the prosecution of the work or services.
- 3.17.5 Otherwise breaches any term of the contract.
- 3.17.6 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
- 3.17.7 Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
- 3.17.8 Makes an assignment for the benefit of creditors.

- 3.17.9 For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.
 - a) All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

3.18 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.

3.19 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.

3.20 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 OIC with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

3.21 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 THREE

SECTION FOUR - PROPOSAL REQUIREMENTS

4.1 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 4. The evaluation procedure and points are described in Section 5. Any proposal that significantly deviates from the requirements of Section 4 or 5 may be considered non-responsive and may be disqualified by the Judiciary. The Judiciary reserves the right to require additional documentation to support and/or clarify the information provided.

4.2 PROPOSAL CONTENTS

Proposals shall be written in straight-forward, and concise language, organized into the sections as prescribed in table 1 below. All sections shall be numbered as shown in table 1 and all pages, tables, exhibits, and appendices shall be separately numbered and clearly labeled. At a minimum, the contents of a proposal should address the Specifications provided in section 2. Additional or optional propositions above and beyond the General Requirements made by the Offeror that enhance the effectiveness of the services provided will be evaluated and scored. These additional or optional propositions must be included as appropriate within sections listed below.

Table 1 Proposal Sections

Section	This Section	Proposal Section
Title Page	4.2.1	1
Table of Contents	4.2.2	2
Offer Form	4.2.3	3
Potential Conflicts with State Code of Ethics	4.2.4	4
Wage Certificate	4.2.5	5
Audited Financial Statements	4.2.6	6
Company Information	4.2.7	7
Prior Experience	4.2.8	8
Contract Team and Qualifications	4.2.9	9
Price Proposal	4.2.10	10
Management Plan	4.2.11	11
Contract Methodology	4.2.12	12
Training Plan	4.2.13	13
Risk Management	4.2.14	14
Warranty Terms and Conditions	4.2.15	15
Additional Materials	4.2.16	16

4.2.1 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.

4.2.2 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 above. Although not required, any hardcopy proposal with tabs to separate and identify the different sections would be helpful to the evaluation team.

4.2.3 Offer Form

The Offeror shall submit an Offer Form provided in section 6.1 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 Hawaii, as required by H.R.S. §414-431 (Supp. 2000).

4.2.4 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.

4.2.5 Wage Certificate

The Offeror shall submit the wage certificate as provided in section 6.2.

4.2.6 Audited Financial Statements

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:

- a) Submit audited financial statements of the Offeror for the three (3) most recent fiscal years:
- b) Provide a breakdown of its revenues and expenditures for each of the past three (3) years;

4.2.7 Company Information

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.

a) 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.

b) 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.

- i) 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.

4.2.8 Prior Experience

This section shall describe similar contracts provided by the Offeror to government or business entities similar to the Hawaii State Judiciary. The Offeror will describe at least one (1) but no more than three (3) contracts of similar size and scope. The Offeror shall:

a) Tabulate the contracts at the beginning of this section providing: the name of contract; description of contract; duration and approximate value of the contract; Infrastructure services provided; and the name of a reference. The contract number, from 1 to 3, can be used in the Contract Team Member section to show contracts that the CTM worked on. List contracts worked on by the Offeror only; not sub-contractors.

Table 2 Prior Experience

Contract #	Contract	Description	Duration	Value	Infrastructure	Reference
	Name				services	name

b) Describe the type of government or business entity served and how this entity compares to the Hawaii State Judiciary. Provide the name of the entity and a contact to verify the services described. If the organization does not wish to be named in this public RFP, the name of the entity and contact can be provided in a separate confidential enclosure.

Table 3. Reference Contact Information

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

- c) Describe the services provided to the government or business entity following the standard service areas: Planning; System Administration; Network Administration; and Database Administration and the general areas of work: Production Support, Maintenance, and support of Projects described in section 2.4. Provide relevant information that demonstrates the ability to provide these services. Provide approximate annual costs to the entity for the services described, preferably broken down by service.
- d) Describe the benefits provided to the government or business entity in regards to efficiencies and cost savings.
- e) Describe challenges or problems encountered and provide recommendations for the Judiciary to avoid these issues. As needed, the recommendations will be included in the contract as special provisions.

4.2.9 Contract Team and Qualifications

At the beginning of this section the Offeror shall list the individuals, including subcontractors who will participate on the contract team using the table format provided below. The "Company" column can be used to indicate the name of the Offeror's company or a subcontractor. The Offeror shall indicate in which contract role 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 roles must correspond to the organizational chart provided in section 4.2.11 (a) and the price proposal in section 4.2.10. If the individual worked on a contract referenced in section 4.2.8 (a), the contract numbers can be provided.

Table 4. Contract Team Members

Name	Company	Role(s)	Experience	Participation %	On-site/Offsite	Contract
			(years)		or both	#s

The Offeror shall provide resumes for each individual assigned to the contract, 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 contracts related to the scope of services defined in this RFP; and 4) experience working with government clients.

The Offeror certifies that the list of Contract Team members is complete list that will be used by the Offeror on the contract. The Offeror further understands that only those listed shall be allowed to perform work on this contract. Any changes to the contract team members shall follow the procedure provided in Section 3.14

There is a preference for an Offeror that has multiple staff with the majority of skills within the Offeror's company that can support the contract and also act as backup in the event of a CTM termination. Use of subcontractors will have a lower preference if the subcontractor provides primary support for a particular skill area. Multiple subcontractors for a specific skill set will offset concerns about terminations by subcontractor staff.

Any modification to this list, subsequent to the award of this contract must be approved by the OIC.

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.

Provide the contact information, and roles and responsibilities for subcontractors provided in this section.

Table 5. Subcontractor Contact Information

Sub Contr. Company Name	Address	Phone/Fax/Email	Roles/Responsibilities

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.

4.2.10 Price Proposal

This section shall describe the costs required to provide the services under this RFP, including the cost of any additional hardware or software, over and above what the Judiciary owns, to successfully provide the services offered. Prices shall include any applicable taxes, including Hawaii general excise or use taxes.

a) Personnel Costs

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 levels of expertise of for each role. If there are different rates for non-normal business hours e.g weekends, nights or holidays, or location the Offeror shall provide a separate table for each rate and list the type of staff that would use that rate. Possible examples of location are: local, near-shore and off-shore.

Table 6. Personnel Costs

Role	ENTRY	INTERMEDIATE	EXPERT
	\$/hr	\$/hr	\$/hr

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

b) Travel Costs

The Offeror shall include any travel cost assumptions if the Offeror anticipates these costs to be passed onto the Judiciary. The Offeror shall include at minimum a single airfare and the daily costs for lodging, meals, and incidentals.

c) Additional Hardware/Software Costs

The Offeror shall include in a costing table any additional software and hardware that the Offeror proposes to use to support the contract and where they wish to pass the cost along to the Judiciary. For example, if the Offeror plans to purchase laptops or PCs and pass the cost along to the Judiciary. Also if the Offeror's help desk uses a specific monitoring software which would require additional licenses if run at the Judiciary site. The list shall include a general description of how the item shall be used on the contract, the cost (unit price, quantity of units) and whether the purchase is mandatory or optional to perform the services.

Table 7. Additional Hardware/Software Costs

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

4.2.11 Management Plan

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 contract. At a minimum, the management plan shall:

- a) Provide a contract organizational chart indicating the type of personnel assigned to perform the work called for in this RFP. Describe how personnel are backed up in the event that key staff are unavailable.
- b) Describe the roles and responsibilities of the Offeror's personnel and how they will interact with Judiciary IT staff and the expected roles and responsibilities of the Judiciary IT staff.
- c) Describe the chain of command of Offeror's personnel, and the individuals designated to be responsible and accountable for completion of the work required by this RFP.
- d) Describe the communication plan, including recommended organizational groups and meetings.
- e) Describe how the Offeror addresses any gaps in technology knowledge.

4.2.12 Contract Methodology

Starting with a transition plan, in this section, the Offeror shall describe how their approach to providing the contract services.

a) Transition Plan

The Offeror shall provide a transition plan to explain how the Offeror will gain proficiency on the current Infrastructure. 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 4.2.14 of the Offeror's Proposal. First and foremost the Offeror must take care of the JIMS infrastructure.

b) Production support

In this section, the Offeror shall describe their approach to providing production support for each of the general service areas.

c) Maintenance

In this section, the Offeror shall describe their approach to providing maintenance support for the general service areas.

d) Projects

In this section, the Offeror shall describe their methodology to bring Projects to a successful completion on time and within budget.

e) Hardware, Software, Tools

If the Offeror proposes additional hardware, software, or tools to perform the services required by this RFP, the Offeror shall present and justify the added value, along with any other capabilities. Any costs for additional hardware, software, tools and capabilities shall be included in the table of Section 4.2.10 (c) Additional Hardware/Software Costs.

4.2.13 Training Plan

In this section, the Offeror shall describe its approach to provide training to Judiciary IT staff to run and support the Judiciary's Infrastructure. The Offeror shall also describe how their own staff is trained to stay up-to-date with technology changes.

4.2.14 Risk Management

The purpose of this section is to have the Offeror highlight major risks associated with the contract. The Offeror shall describe the impact of these risks, the likelihood of the risks occurring, the Offeror's approach and alternatives to mitigating each risk and/or impact, and the cost ramifications.

4.2.15 Warranty Terms and Conditions

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

4.2.16 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 FOUR

SECTION FIVE - EVALUATION OF PROPOSALS

5.1 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.

5.2 PHASE 1: EVALUATION

5.2.1 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.

Evaluation criteria for this phase shall be as follows:

Criteria	Section	Proposal Section	Pts
Company Information	4.2.7	7	
Company History	4.2.7a		100
Financial Stability	4.2.7b		100
Prior Experience	4.2.8	8	250
Contract Team and Qualifications	4.2.9	9	250
Price Proposal	4.2.10	10	
Personnel Costs	4.2.10a		100
Travel Costs	4.2.10b		50
Additional Hardware/Software Cost	4.2.10c		25

Management Plan	4.2.11	11	100
Contract Methodology	4.2.12	12	
Transition Plan	4.2.12a		50
Production support	4.2.12b		50
Maintenance	4.2.12c		50
Projects	4.2.12d		50
Hardware, Software, Tools	4.2.12e		25
Training Plan	4.2.13	13	50
Risk Management	4.2.14	14	100
Warranty Terms and Conditions	4.2.15	15	50
Total			1400

5.3 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.

5.4 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 FIVE

SECTION SIX - FORMS

6.1 OFFER FORM

Request for Proposals No. J15137 To Provide Computer Infrastructure Consulting and Support Services to The Judiciary, State of Hawaii

Offeror:	
	Honolulu, Hawaii
	, 2014
Financial Services Director The Judiciary, State of Hawaii Kauikeaouli Hale 1111 Alakea Street, 6th Floor Honolulu, Hawaii 96813	
Dear Financial Services Director:	
The undersigned has carefully read and understands the terms and the Specifications and Special Provisions attached hereto, and in the Gene February 2001 by reference made a part hereof and available upon request the following offer to perform the work specified herein, all in accordance and meaning thereof. The undersigned further understands and agrees the offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Statutes, concerning prohibited State contracts, and 2) he/she is certifying submitted was (were) independently arrived at without collusion.	eral Conditions dated st; and hereby submits e with the true intent at by submitting this Hawaii Revised
The undersigned hereby proposes to Competitive sealed proposals Computer Infrastructure Consulting and Support Services to The Ju Hawaii	
The undersigned represents: (Check one only)	
☐ A Hawaii Business incorporated or organized under the State	of Hawaii; OR
☐ A Compliant Non-Hawaii business <u>not</u> incorporated or orgathe State of Hawaii, but registered at the State of Hawaii Depart Consumer Affairs Business Registration Division to do business State of incorporation:	ment of Commerce and

Offeror is:				
☐ Sole Proprietor	☐ Partnership	☐ Corporation	☐ Joint Venture	☐ Other
Federal I.D. No	На	awaii General Exc	ise Tax License I.D	. No
Business address:				
City, State, 2				
Payment address:				
City, State, Z		Respectfully	submitted:	
Phone No.:			(Original) Signature	2
Fax No.:Email Address:			tle (Please Type or	Print)
			al Name of Compa	
		please furnish		sion" of a corporation, me of the corporation et will be executed.

RFP J15137

6.2 WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J15137

Contract Description: To Provide Computer Infrastructure Consulting and Support Services to The Judiciary, State of Hawaii

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

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

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

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

Offeror:
Signature:
Name:
Title:
Date:

6.3 CONTRACTOR STAFF SECURITY FORM

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

-OF- 4

Contractor Staff Security Form
Your Full Name
Social Security Number - TO BE PROVIDED IF AWARDED THE CONTRACT.
Employer
Employer Business Address
Business Telephone Number
Business Fax Number
Residential Address - TO BE PROVIDED IF AWARDED THE CONTRACT.
Residential Telephone Number - TO BE PROVIDED IF AWARDED THE CONTRACT.
Date of Birth - TO BE PROVIDED IF AWARDED THE CONTRACT.

6.3.1

SECTION SEVEN - Abbreviations and Acronyms

CL Contract Lead

CSSF Computer Systems Special fund CTM Contractor Team Member

DAGS Department of Accounting and General Services

DAGS-ICSD Department of Accounting and General Service - Information and

Communication Services Division

DCCA-BREG Hawaii Department of Commerce and Consumer Affairs, Business Registration

Division

DLIR Hawaii Department of Labor and Industrial Relations

DOTAX Hawaii Department of Taxation
GET Hawaii General Excise Tax
HCE Hawaii Compliance Express
HRS Hawaii Revised Statutes
INETS Institutional NETwork

ITCD Information Technology and Communications Division ITSD Judiciary Information Technology and Systems Department

JIMS Judiciary Information Management System

NGN Next Generation Network
OIC Judiciary Officer in Charge

OIMT Office of Information Management

RFP Request for Proposal SME Subject Matter Experts SOW Statements of Work

SECTION EIGHT - ATTACHMENTS

Attachments will be available on the Judiciary web pages for <u>solicitations</u> along with the solicitation package for this RFP.

Attachment 1) GENERAL CONDITIONS - February 2001

Attachment 2) PROCEDURAL REQUIREMENTS - May 2003

Attachment 3) JUDICIARY COURT ORGANIZATION AND CASE MANAGEMENT

SYSTEMS

Attachment 4) CONTRACT ADDENDUM FOR SECURITY OF PERSONAL

INFORMATION