



Office of the Administrative Director – Financial Services Division

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Thomas R. Keller
ADMINISTRATIVE DIRECTOR

Walter M. Ozawa
DEPUTY ADMINISTRATIVE DIRECTOR

May 29, 2009

MEMORANDUM

TO WHOM IT MAY CONCERN

FROM: JANELL KIM, FINANCIAL SERVICES ADMINISTRATOR

SUBJECT: **ADDENDUM NO. 1, REQUEST FOR PROPOSALS NO. J09132,
PROVIDE LOTUS NOTES AND TIVOLI BACKUP SYSTEM SUPPORT:
ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION,
CONFIGURATION, MAINTENANCE, AND TRAINING SERVICES TO THE
JUDICIARY, STATE OF HAWAII**

Transmitted herewith is one copy of ADDENDUM NO. 1 for your review. Should you have any questions, please contact Jonathan Wong in the Contracts & Purchasing Office at (808) 538-5805, FAX (808) 538-5802, or email jonathan.h.wong@courts.state.hi.us. Technical questions may be directed to Barry Chun in the Information Technology & Communications Division at (808) 538-5341, FAX (808) 538-5377, or email barry.k.chun@courts.state.hi.us.


for Janell Kim
Financial Services Administrator

JK/JW:jw

Transmittal

REQUEST FOR PROPOSALS NO. J09132

**PROVIDE LOTUS NOTES AND TIVOLI BACKUP SYSTEM SUPPORT:
ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION,
CONFIGURATION, MAINTENANCE, AND TRAINING SERVICES TO THE
JUDICIARY, STATE OF HAWAII**

ADDENDUM NO. 1

May 29, 2009

A. Modifications

The following section shall be amended as follows:

3.7.1 Experience: At the time of offer and throughout the contract period, offeror shall have an established place of business located in Hawaii or have a local representative located in Hawaii pursuant to section 3.7.3 and be fully qualified to provide the stated services on the installed Lotus Notes collaboration or Tivoli Backup server infrastructure. Offeror and subcontractors shall have a minimum of three (3) years experience with installing, configuring, administering, maintaining, and monitoring the same type of servers and software described in this RFP.

B. Modifications to ATTACHMENTS:

1. The Project will be performed in Phases. A new Sample Agreement is attached for review.
2. Wage Certification per Section 3.4.7 is attached for submittal with your proposal.

C. The following questions were submitted and are being answered in accordance with this RFP:

1. **QUESTION:** In Section 2.1.5, is the 60% onsite requirement hard and fast?

ANSWER: Yes.

2. **QUESTION:** Does the local representative have to be living in Hawaii prior to contract award?

ANSWER: Yes. However, Section 3.7.1 shall be amended to clarify that if the offeror OR its local representative shall be located in Hawaii at the time of offer.

END OF ADDENDUM NO. 1

WAGE CERTIFICATE

(For Service Contracts)

Subject: REQUEST FOR PROPOSALS NO.: J09132

Project

Description: Lotus Notes and Tivoli Backup System Support: Administration Support, Consultation, Installation, Configuration, Maintenance, and Training 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, the services to be performed will be performed under the following conditions:

1. 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; and
2. 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, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

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.

Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE AGREEMENT

CONTRACT NO. J09xxx

A G R E E M E N T

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2009, by and between THE JUDICIARY, STATE OF HAWAII, hereinafter called JUDICIARY, by its Administrative Director of the Courts, and _____ whose Hawaii business address is _____, hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, JUDICIARY is in need of the goods or services, or both, described in this Agreement and its attachments;

WHEREAS, CONTRACTOR has submitted a proposal in response to JUDICIARY's Request for Proposal J09xxx dated May 5, 2006, TO PROVIDE

_____ (the RFP);

WHEREAS, the solicitation of offers and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 (hereinafter "Procurement Rules"), sections 3-122-41 through 3-122-59, and the Financial Administration Manual ("FAM) established by JUDICIARY;

WHEREAS, the written proposal of the CONTRACTOR has been evaluated and accepted by the JUDICIARY as the responsive, responsible proposal providing the most advantageous terms to the JUDICIARY based on the evaluation criteria; and

WHEREAS, JUDICIARY desires to engage the CONTRACTOR by reason of CONTRACTOR'S knowledge, competence, and experience, to fulfill the specified purpose, and CONTRACTOR is agreeable to performing under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

A. SCOPE OF WORK. The CONTRACTOR agrees to provide

_____ in Phases for the Judiciary, _____ State of Hawaii in response to Request for Proposal No. J09xxx, and in strict accordance with the terms and conditions of this Agreement.

It is understood that this Agreement includes as a part hereof the Request for Proposal No. J09xxx dated May 2009, as amended by _____ including CONTRACTOR'S Proposal dated _____, including CONTRACTOR'S Proposal, Specifications, Special Provisions, and the General Conditions Dated February 2001 contained therein, all of which are attached hereto and made a part hereof as though fully set out herein.

B. COMPENSATION. As compensation for the work to be performed by the CONTRACTOR, the JUDICIARY agrees to pay the CONTRACTOR the sum of _____

AND xx/100 DOLLARS (\$xxxxxxxxx) during Phase I of this project at the rates and as structured in the Contractor's Proposal and at the time and in the manner set forth in the Special Provisions.

Pursuant to Section 103-53, HRS, final payment under this Agreement shall be made only

upon receipt of a tax clearance obtained by the CONTRACTOR from the Director of Taxation, State of Hawaii, and the Internal Revenue Service.

C. DURATION OF AGREEMENT. Contract duration for Phase I shall be for a one (1) year period commencing on _____, with the option to extend for four (4) additional twelve (12) month periods, subject to the availability of funds, without rebidding. Amendments to the agreement shall be executed for any additional periods.

D. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties, any oral or written statements to the contrary notwithstanding. No oral or written communication between the parties which is not expressly included herein, or incorporated by reference, shall be part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

_____ day of _____, 2009.

THE JUDICIARY, STATE OF HAWAII

By _____
Thomas R. Keller
Administrative Director of the Courts

By _____
Its

APPROVED AS TO FORM:

Staff Attorney, The Judiciary

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF HAWAII)
)
CITY AND COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me personally
appeared _____, to me personally known, who being by me duly
sworn, did say that he/she is the _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said
instrument as the free act and deed of CONTRACTOR.

Doc. Date: _____ # of Pages: _____

Doc. Description: _____

Notary Public, State of Hawaii

Print/Type Name

Date

My Commission Expires: _____

CONTRACT CERTIFICATION

I hereby certify that there is an available balance in the appropriation named below sufficient to cover the obligation of The Judiciary, State of Hawaii under this Contract No.

J09XXX with _____

Appropriation: _____

Date

Financial Services Administrator
The Judiciary, State of Hawaii