

# REQUEST FOR PROPOSALS

## J12005

### TO FURNISH OFFENDER MONITORING SERVICES FOR THE JUDICIARY

**NOTE:** If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

April 2011

**Request for Proposals No. J12005**  
**TO FURNISH OFFENDER MONITORING SERVICES FOR THE JUDICIARY**

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to furnish offender monitoring services for the Judiciary. The contract term will be for two (2) years from July 1, 2011 through June 30, 2013. Contracts may be extended for three (3) additional years from July 1, 2013 through June 30, 2016, subject to appropriation and availability of funds, satisfactory performance of services by provider, and if deemed to be in the best interest of the Judiciary.

If interested in submitting a proposal, you may choose to submit your proposal on the downloaded document provided. You must register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer may be rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to:      FAX No.:      (808) 538-5802

E-mail Address: [Kathie.g.kim@courts.state.hi.us](mailto:Kathie.g.kim@courts.state.hi.us)

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 number, otherwise document will be sent by U.S. Postal Service first class mail		

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals ( in hard copy, pdf format on CD, flash drive or email) and must be postmarked before midnight on May 17, 2011 Hawaii Standard Time and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:00 p.m., Hawaii Standard Time on May 17, 2011, at the following address:

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

**Proposals postmarked or hand delivered after the above due date and times will not be considered and will be returned unopened to the applicant.**

The Request For Proposal (RFP) documents may be obtained from the above Financial Services Office, or from our Judiciary web site at: <http://www.courts.state.hi.us>, General Information, Doing Business with the Hawaii state Judiciary.

Janell Kim  
Financial Services Administrator



**Office of the Administrative Director — Financial Services Division**

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April 18, 2011

To: All Applicants

From: Janell Kim  
Financial Services Administrator

Subject: Request for Proposals No. J12005  
Furnish Offender Monitoring Services for the Judiciary

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to furnish offender monitoring services during the period July 1, 2011 through June 30, 2013. The contract term will be for two (2) years, from July 1, 2011 through June 30, 2013. Contracts may be extended for three (3) additional years, from July 1, 2013 through June 30, 2016, subject to appropriation and availability of funds, satisfactory performance of services by provider, and if deemed to be in the best interest of the Judiciary.

Attached is a packet of materials which outlines the requirements for proposal applications. It includes the service specifications, proposal form, and other information. This RFP is also available on our Judiciary web site at: <http://www.courts.state.hi.us>, General Information, Doing Business with the Hawaii State Judiciary.

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals and they **must be postmarked before midnight on May 17, 2011, or hand delivered by 4:00 p.m., Hawaii Standard Time**, to the following address:

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

**Proposals postmarked or hand delivered after the above date and times will not be considered and will be returned unopened to the applicant.**

Proposal application and contract award procedures shall be in accordance with Chapter 103D, Hawaii Revised Statutes, as amended. The actual funding of the contract will be based on the proposal applications submitted by the applicants and the services required by the Judiciary. The

Administrative Director of the Courts reserves the right and power to award the contract in any manner which he deems to be in the best interest of the Judiciary.

For technical questions regarding this solicitation, please contact Liesje Cattaneo, telephone (808) 539-4535, fax, (808) 539-4559 or e-mail at: [Liesje.F.Cattaneo@courts.state.hi.us](mailto:Liesje.F.Cattaneo@courts.state.hi.us). Contract questions may be directed to Kathleen Kim in the Contract & Purchasing Office at (808) 538-5805 or email at: [Kathie.G.Kim@courts.state.hi.us](mailto:Kathie.G.Kim@courts.state.hi.us).

Janell M. Kim  
Financial Services Administrator

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## **SECTION ONE – INTRODUCTION**

### **1.1 INTRODUCTION**

The State of Hawaii Judiciary (Judiciary) is requesting proposals from interested parties who possess experience in the development, documentation, training and on going service support of offender monitoring systems and services. This proposal requests the furnishing, delivery, and maintenance of offender monitoring systems and services for the Judiciary. The Contractor shall furnish electronic monitoring devices and services for use in an offender monitoring program.

The Judiciary will contract with Contractors capable of furnishing offender monitoring services for the period of July 1, 2011 through June 30, 2013, with the option to extend the contract for three (3) additional years from July 1, 2013 through June 30, 2016. The total contract period, including extensions, shall not exceed sixty (60) months. Contracts extended beyond the initial contract period shall be subject to appropriation and the availability of funds, satisfactory performance of services by Contractor and if deemed in the best interest of the Judiciary.

This Request for Proposal (RFP) details the requirements of the Judiciary, including the General Conditions, and Special Provisions that must be adhered to by Offerors. The instructions for submitting a proposal are intended to assist qualified Contractors interested in preparing proposals to conduct the work described herein.

### **1.2. SIGNIFICANT DATES**

The significant dates for this project are as follows:

<b>ADVERTISEMENT</b>	<b>April 8, 2011</b>
<b>DEADLINE FOR QUESTIONS</b>	<b>April 8, 2011</b>
<b>RESPONSE TO WRITTEN QUESTIONS</b>	<b>April 30, 2011</b>
<b>PROPOSALS DUE:</b>	<b>BY May 17, 2011, 4:00 p.m. HST</b>
<b>CONTRACT TO BE AWARDED:</b>	<b>JUNE 7, 2011</b>
<b>COMMENCEMENT OF WORK:</b>	<b>JULY 1, 2011</b>

## **SECTION TWO SPECIFICATIONS**

### **2.1. SCOPE**

The Contractor shall furnish statewide monitoring services for the Adult Client Services Branch, the Judiciary, State of Hawaii by providing the leased equipment, monitoring services, training and troubleshooting, and maintenance services and parts for a twenty four (24) month period, beginning July 1, 2011 through June 30, 2013. The integrated monitoring systems shall provide a means of electronically monitoring a person's presence or absence at a specific location, usually the place of residence.

The following describes the type of services required. The system and services will be utilized in the First (Oahu), Second (Maui County), and Fifth (Kauai) Circuits. The estimated number integrated systems required are:

- |  |                  |
|--|------------------|
| • RF Monitoring Units  | 15               |
| • Cellular Monitoring Unit                                     | 10               |
| • GPS Monitoring Unit<br>(1 piece, 2 piece, portable, passive) | 10 total         |
| • Alcohol Monitoring Unit                                      | 10               |
| • Voice Verification   | 100              |
| • Transdermal Alcohol Monitoring                               | To be determined |

The Judiciary may increase the number units as needed by the program at the same contracted unit cost. The Judiciary will be charged on a daily rate basis for the units that are being used, provided 80 percent of the units supplied remain active. The daily fee should include leasing of the equipment, 24 hour monitoring, all phone calls, notification from the monitoring center, training manuals and all other services required to operate the system.

### **2.2. SPECIFICATIONS**

#### **A. Minimum Contractor Qualifications**

1. The Contractor must be ISO 9001: 2008 certified for Design, Production, Installation, and Servicing of Electronic Monitoring Products and Electronic Monitoring Services. The Contractor must provide a copy of this Certificate with its response.
2. The Contractor shall only bid equipment that has been properly registered and certified under the Federal Communication Commission Rules and Regulations, as applicable. The Contractor must submit, with the bid, the applicable FCC ID

numbers for all proposed equipment.

3. The Contractor's central monitoring computer must be internally redundant locally redundant (fully backed up in real-time to local redundant servers) and geographically redundant (fully backed up in real-time to redundant servers located at least 500 miles away).
4. If the selected Contractor releases additional technology designed for monitoring offenders in the community that is not specifically requested in this RFP, the Judiciary reserves the right to procure the new technology under this contract rather than by a new RFP.

## **B. Software Requirements**

1. Judiciary staff must be able to monitor participants from a computer that incorporates Internet Explorer. Each staff member needs only one userID/password to access the monitoring software for all levels of monitoring.
2. The monitoring software must be accessible from the Internet, and not require any software besides Internet Explorer 7.0 or higher. The GPS tracking software must be a truly web-based application, easily accessible from any web-enabled computer. The Contractor must provide each officer a login ID and security password to allow Judiciary personnel to:
  - a. Enroll and delete clients from the system
  - b. Enter and edit client information, including zones
  - c. Set violation notification procedures
  - d. View and process alerts
  - e. View event histories
  - f. View and print reports at their convenience
3. System must allow simultaneous alert notifications to multiple individuals.
4. System must automatically send a notification for successful/unsuccessful equipment installation.
5. System must be able to handle temporary changes to alert notification procedures.
6. Judiciary staff must be able to set grace periods for certain violations before the system generates a violation notification. Grace periods must be customizable at the participant level.
7. The software must include zones that can be designated as areas where the client should be, should not be, or optional.
8. Judiciary personnel must be able to enter numerous zones and schedules per client.

9. Judiciary staff must be able to create zones of any shape.
10. GPS exclusion zones must include a buffer zone.
11. When creating GPS zones, Judiciary staff must be able to choose a standard map view, a satellite aerial view, or a hybrid view (if available for that area).
12. Judiciary staff must be able to choose from a list of standard reports and also request custom reports.
13. Judiciary staff must be able to run reports on demand and to schedule reports for automatic delivery by email at a specified time and date.
14. Judiciary staff must be able to view reports online, print them out, save them, and download them as PDFs, Excel files, or Word documents.
15. Judiciary personnel must be able to make the schedules active or inactive without having to delete schedules.
16. The software must allow officers to review their active caseload on one page.
17. Judiciary personnel must be able to transfer client caseloads between officers.
18. Violation notification must be customizable at the officer level and the client level through the software interface.
19. Violation notifications must be sent by alphanumeric paging and email.
20. Judiciary personnel must be able to make notes in the software about any alert that a client generates, with the note being attached to the alert.
21. Judiciary personnel must be able to close one or all alerts, and track who closed an alert.
22. The software must allow Judiciary personnel to "ping" a cellular-based GPS unit. That is, Judiciary personnel must be able to request that the unit immediately send its current location information to the central monitoring computer. The software must then provide a map to display the location.

**C. Requirements for a One-Piece GPS Tracking System**

1. Device must be waterproof. Device must be durable and shock-resistant.
2. Device must comply with FCC regulations.
3. The strap must be either field-replaceable or reusable after sanitizing.

4. The device's battery must support full functionality for no less than 20 hours, and must be rechargeable for no less than 365 recharge cycles.
5. The battery must fully recharge in two hours or less when fully depleted. The participant must be able to recharge the device in the home with a wall charger.
6. Device shall include visual method, such as LED's to notify participants of battery level during charging.
7. Device must be able to detect tampering with the strap and the case and immediately notify the officer.
8. The system must be able to automatically play voice messages to notify client of certain events, such as low battery or battery recharged. Voice messages must be available in English and Spanish.
9. Device must be able to send recorded data to the central monitoring computer as often as once per 15 minutes. During an exclusion zone violation, the unit must attempt to record GPS data as often as every minute and report to the monitoring center its required data every minute until the participant exits the exclusion zone.
10. Judiciary staff must be able to view the rate at which the device collects GPS data and the rate at which the device communicates the data to the central monitoring computer.
11. System must be able to track indoors and incorporate a technology similar or equal to an Advanced Forward Link Trilateration (AFLT) capable system. Contractor must specify AFLT collection rate in cost proposal for AFLT intervals of every 1 minute, every 30 minutes, and every 60 minutes.
12. At a minimum, the system must detect, record, and alert Judiciary staff for the following events:
  - a. Low battery
  - b. Battery charging
  - c. Lost location
  - d. Lost cell coverage

**D. Requirements for a Two piece Active GPS Tracking System**

**1. Transmitter Requirements**

- a. The transmitter shall be approximately 1" x 2.5" X 2.5" and shall attach around the ankle of the offender.
- b. The transmitter shall be lightweight and weigh no more than four ounces.

- c. The transmitter shall send an individually coded signal (no duplication), which has a range of approximately 150 feet.
- d. The transmitter and strap must have tamper resistant features that will enable the transmitter to immediately notify the monitoring center (when in range) of any tamper attempt or removal from the offender's ankle.
- e. Each transmitter must be able to be electronically matched to any receiver/monitor in the field.
- f. The case of the transmitter shall be sealed and be shock and water-resistant, and function reliably under normal atmospheric and human environmental conditions.
- g. The transmitter must emit a signal at a minimum of once every 30 seconds on a continuous basis, during the operating life of the battery and transmit a low battery signal to the receiver/monitor prior to low battery condition.
- h. Judiciary personnel must be able to easily replace, in the field, the strap that attaches the transmitter to the client.
- i. The strap must be small and be made of hypoallergenic material and not of any metal or steel that may cause injury to either the field officer or client.
- j. The batteries powering the transmitter must have an operational life of a minimum of one year.
- k. The transmitter shall be easily installed on the client with minimal training and experience of the installer.
- l. The transmitter shall allow for automatic reset of tamper status.

## **2. Home Unit Requirements**

- a. The base station must be easy to install.
- b. The base station must be able to fully communicate with the central computer system over standard phone lines using a standard RJ-11-C modular telephone connector.
- c. The base station must connect to a standard two-prong.
- d. The base station must have two internal antennas to increase reception and decrease false out-of-range alerts.

- e. The base station's range for receiving transmitter signals must be adjustable from approximately a maximum of 150 feet to a medium range of 75 feet to a short range of 35 feet in order to accommodate residences of different sizes.
- f. The base station must be able to communicate with the central monitoring computer on battery backup for a minimum of 24 hours in the event of an AC power loss.
- g. The base station must be able to seize a telephone line when not in use. It shall not seize a line while in use, but instead shall deliver courtesy tones as a yield warning to any person using the line. If a client refuses to surrender the phone line, the base station shall employ a progressive phone line annoyance feature.
- h. The base station must contain an internal clock and sufficient memory to time stamp and store all events in the event that communication with the central computer system is disrupted.
- i. The base station shall detect and time-stamp the following events at a minimum and promptly communicate them to the central computer (as long as phone service is available):
  - 1. The transmitter enters the base station's range.
  - 2. The transmitter leaves the base station's range after a preset time interval that is adjustable from 2 to 10 minutes.
  - 3. Tampering by cutting or by severing the transmitter strap (while in range of the receiver). If a tamper occurs while out of range of the base station, then the tamper alert signal shall be reported when the client enters the range of the base station.
  - 4. Loss and/or restoration of the home's AC power.
  - 5. Loss and/or restoration of the home's telephone service (the phone service loss must be reported as soon as the telephone line is restored, including the actual time of the service loss).
  - 6. Low transmitter battery.
  - 7. Attempts to open the base stations casing.
  - 8. Docking and undocking of the tracking unit.

#### **E. Active GPS Portable Tracking Unit Requirements**

- 1. The tracking unit must be small and lightweight so that it can be hand-carried or clipped to a belt.
- 2. The tracking unit should be sturdy and durable, and able to continue to function normally after a four-foot drop.
- 3. The tracking unit must detect the presence/absence of the client's transmitter and acquire GPS signals to record its location as the client travels around.

4. The tracking unit must be able to be charged through a car's cigarette lighter (or 12-volt power outlet), AC wall outlet through the base station.
5. The tracking unit must be able to record GPS data at preset intervals from 1 to 10 minutes. Judiciary personnel should be able to set and change this data collection rate through the software interface.
6. The tracking unit must be able to send collected data to the central monitoring computer at least once per minute. Judiciary personnel should be able to set and change this data reporting rate through the software interface.
7. The tracking unit must be able to be adjusted to the reporting mode (active or on demand) without swapping equipment. Judiciary personnel should be able to set and change reporting mode through the software interface.
8. The tracking unit's reception range for the transmitter's signals must be adjustable from a minimum of approximately 10-20 feet to a maximum of approximately 50 to 80 feet.
9. The tracking unit must include an adjustable length of time for a transmitter to be out of range before recording a violation. The length of time should be adjustable between 2 and 10 minutes.
10. The tracking unit must be able to detect and report if the offender attempts to tamper with the case.
11. The tracking unit must be able to detect if the tracking unit is in motion.
12. The tracking unit must include an icon to indicate the tracking unit's battery charge. The icon should indicate ample charge, re-charging needed, and battery shut-down imminent.
13. The tracking unit must include notification to indicate when GPS is lost, the transmitter is out of range, or the cellular service is not available. Judiciary personnel should be able to enable or disable these icons through the software interface.
14. The tracking unit must be equipped with a field replaceable battery or a sealed internal battery with a life of up to 20 hours when fully charged, and will maintain a 20-hour life for no less than 365 recharges. The battery should be fully recharged in six hours or less, depending on the level of depletion.
15. The tracking unit must be able to store up to 1,000 events in memory.

16. The tracking unit must be able to display pre-set text messages for violations to communicate violation information to the client. The message display features shall be adjustable by Judiciary personnel.
17. Judiciary personnel must be able to send scheduled pre-defined text messages to the client's tracking unit, as well as on-demand free-text messages.
18. The tracking unit must include a method for clients to acknowledge that they have received and read alert text messages and on-demand messages. This acknowledgement shall be time stamped, stored, and available for Judiciary personnel to review through the software interface.

**F. Requirements for a Passive GPS Tracking System**

1. The passive GPS tracking system should use the same transmitter and base station as the two-piece active GPS tracking system.
2. The tracking unit should weigh less than 9 ounces.
3. The tracking unit should be approximately 5" x 3" x 1.75".
4. The tracking unit must be able record GPS at preset intervals from 1 to 10 minutes. Judiciary personnel should be able to set and change this data collection rate through the software interface.
5. The tracking unit shall receive signals from transmitter units at a range of approximately 50 feet.
6. The tracking unit shall have an adjustable window of time for a transmitter out of range message. The window of time should be adjustable to 2 - 10 minutes.
7. The tracking unit shall detect and report the tamper and battery status of the transmitter when a transmitter signal is detected.
8. The tracking unit must be able to detect if the tracking unit is in motion.
9. The tracking unit shall have an LED to indicate battery life.
10. The tracking unit must be able to be charged through a car's cigarette lighter (or 12-volt power outlet), AC wall outlet, and through the base station.
11. The tracking unit shall have LEDs which Judiciary staff can configure to indicate when GPS or transmitter signal strength is lost.
12. The tracking unit shall have a field replaceable battery. The battery should last for one year or 365 charge cycles.
13. The tracking unit must be able to store up to 1,000 GPS points in memory.

14. The tracking unit must send all collected data to the central monitoring computer when docked to the base station (as long as phone service is available).

## **G. Requirements for RF Monitoring**

The system must detect and report the following events at a minimum:

1. Unauthorized absences from the residence
2. Failure to return to the residence after a scheduled absence
3. Missed calls from the receiver
4. Location verification failure (if the receiver is using a landline)
5. Equipment malfunctions
6. Tampering with equipment
7. Loss of electrical power or telephone service
8. Low battery condition of the transmitter

### **1. Transmitter Requirements**

- a. The transmitter shall be approximately 1" x 2.5" x 2.5" and shall attach around the ankle of the offender.
- b. The transmitter shall be lightweight and weigh no more than four ounces.
- c. The transmitter shall send an individually coded signal (no duplication), which has a range of approximately 150 feet.
- d. The transmitter and strap must have tamper resistant features that will enable the transmitter to immediately notify the monitoring center (when in range) of any tamper attempt or removal from the offender's ankle.
- e. Each transmitter must be able to be electronically matched to any receiver/monitor in the field.
- f. The case of the transmitter shall be sealed and be shock and water-resistant, and function reliably under normal atmospheric and human environmental conditions.
- g. The transmitter must emit a signal at a minimum of once every 30 seconds on a continuous basis, during the operating life of the battery and transmit a low battery signal to the receiver/monitor prior to low battery condition.
- h. Judiciary personnel must be able to easily replace, in the field, the strap that attaches the transmitter to the client.

- i. The strap shall be made of hypoallergenic material and not of any metal or steel that may cause injury to either the field officer or client.
- j. The batteries powering the transmitter must have an operational life of one year.
- k. The transmitter shall be easily installed on the client with minimal training and experience of the installer.
- l. The transmitter shall allow for automatic reset of tamper status.

## **2. Home Unit Requirements**

- a. The receiver/monitor shall be easily installed in a central location in the individual's home near the telephone and weigh no more than five pounds.
- b. The receiver/monitor shall be capable of full communications to the central computer system by connection to a standard RJ-11-C modular telephone connector.
- c. It shall be easily installed on a standard pulse or touch-tone telephone as well as a standard two-prong, AC power source by the designated employee with minimum training in installation.
- d. The receiver/monitor shall indicate that it is receiving the signal from the transmitter.
- e. The receiver/monitor shall have dual internal antennas that will maximize the receiver/monitor's ability to detect the transmitter signal within the participant's home.
- f. The receiver/monitor shall have an adjustable range for receiving transmitter signals. The range shall be adjustable from a maximum of 150 feet to a medium range of approximately 75 feet to a minimum of approximately 35 feet.
- g. The receiver/monitor shall have a programmable callback time that can be tailored by the Judiciary through the central computer. The default callback time can be made variable by the Judiciary.
- h. Each receiver/monitor shall be able to be matched to any transmitter in the agencies inventory by field staff without having to be sent back to the factory.
- i. The receiver/monitor shall be able to communicate with the host computer on battery backup in the event of an AC power loss.
- j. The receiver/monitor shall be capable of seizing a telephone line when not in use. It shall not seize a line while in use.
- k. The receiver/monitor shall contain an internal clock and sufficient memory to continue and store with a time stamp, all events that may occur for a least one week, in the event the communication link with the central computer system is disrupted.

- l. The receiver/monitor must be able to report a tilt message for either Cellular or Landline unit should the participant move the receiver/monitor.

#### **H. Cellular Home Unit Requirements**

1. The receiver/monitor shall be capable of full communications to the central computer system and should also be capable of full communications to the central computer system using a GSM or CDMA cellular network.
2. The receiver/monitor shall be easily installed in a central location in the client's home near the telephone and weigh no more than five pounds.
3. It shall be easily attached to a standard two-prong, AC power source by the designated employee with minimum training in installation.
4. The receiver/monitor's cellular telecommunications provider set up shall be invisible to Judiciary.
5. The receiver/monitor shall provide LEDs to report the status of the power.
6. The receiver/monitor shall have dual internal antennas that will maximize the receiver/monitor's ability to receive the transmitter signal within the client's home.
7. The receiver/monitor shall have an adjustable range for receiving transmitter signals. The range shall be adjustable from a maximum of approximately 150 feet to a medium range of approximately 75 feet to a minimum of approximately 35 feet.
8. The receiver/monitor must be able to function normally on battery backup for up to 48 hours in the event of an AC power loss.
9. The receiver/monitor shall have a programmable callback time that can be tailored by the Judiciary.
10. The receiver/monitor must be able to report a tilt message for either Cellular or Landline unit should the participant move the receiver/monitor.
11. Each receiver/monitor shall be able to be matched to any transmitter in the agencies inventory by field staff without having to be sent back to the factory.
12. Each receiver/monitor shall detect other transmitters as guest detect when detected.
13. The receiver/monitor monitor shall be able to communicate with the host computer on battery backup in the event of an AC power loss.
14. The receiver/monitor shall be able to store with a time stamp, up to 1000+ messages, in the event the communication link with the central computer system is disrupted.

## **I. Portable Monitoring Units**

1. Contractor shall offer portable monitoring units, which can be hand carried or used in an automobile to detect and identify nearby clients who are wearing a transmitter.
2. The portable unit must receive signals from transmitter units at a range of approximately 300 feet.
3. The portable unit must receive signals from a transmitter (when in range) regardless of where the transmitter is located (e.g., home, work, meetings).
4. The portable unit shall provide Judiciary staff with the tamper status of the transmitter and the battery status of the transmitter when a transmitter signal is detected.
5. The portable monitoring unit must operate from both an internal battery and be powered from the car's cigarette lighter.
6. The portable unit must be supplied with a short whip antenna.

## **J. Requirements for a Transdermal Alcohol Monitoring System**

1. The Contractor's transdermal alcohol monitoring system must consist of a transmitter worn around an offender's ankle 24x7, which detects the presence of alcohol consumed by the offender's, and a receiver that detects the transmitter's signal and reports the monitoring data to the central monitoring computer.
2. The transmitter will not require active participation from the offender and shall automatically measure and record the offender's transdermal alcohol level on a regular basis, regardless of the offender's location.
3. The Transmitter must be water-resistant, shock-resistant, and contain tamper detection.
4. When the transmitter's battery runs low, the system must generate a low battery alert that gives staff ample opportunity to replace or charge the battery before it becomes exhausted.
5. The receiver/phone must be able to communicate with the central monitoring computer using either cellular or landline communication methods.
6. If the receiver/phone loses communication connections, then the unit being used must store messages in a non volatile memory.

7. The receiver/phone must be able to be powered or charged by the offender's home electric service.
8. If an in home base receiver is used and loses power, a backup battery must support normal functioning for up to 48 hours. If the battery becomes depleted before power is restored, the receiver must send a low battery message at least 10 minutes before it shuts down.
9. At a minimum, the system must detect, record, and alert Judiciary staff within 15 minutes for equipment tampers. Additionally, the monitoring center staff must be able to detect, record, evaluate and alert Judiciary staff within 2 hours of the receipt of the presence of alcohol consumption event.
10. Contractor shall state or describe devices reporting capabilities and associated time lines for reporting (examples, only when in range of a home device, real time regardless of location, only when used in combination with another monitoring/tracking technology).

### **3. Requirements for a Remote Alcohol Testing System**

- a. At the time of enrollment, the unit should record certain verifications (voice, fingerprint, picture, etc.) from the client.
- b. The unit must ensure that only the enrolled client blows the breath test by performing verification test (voice, fingerprint, picture, etc) before each breath alcohol test. The unit must compare this verification "template" to the stored verification of the client.
- c. The unit shall use voice commands or monitoring center staff to prompt the offender to respond properly to the verification process.
- d. The unit must produce numerical results that have an accurate and direct correlation with the offender's blood alcohol content (BAC), and report these results to the host computer.
- e. The unit must measure the presence of alcohol/ethanol only and Offerors must indicate if their device requires regular calibration. The unit must not respond to natural gas or acetone and it must be regularly calibrated.
- f. The unit must allow the tests to be administered in a variety of methods:
  - Randomly within a time window specified by Judiciary staff.
  - Scheduled, as specified by Judiciary staff.
  - On-demand when requested by Judiciary staff.
- g. The unit must be easily installed by Judiciary personnel.
- h. The unit must connect to the telephone network with a standard RJ 11-C jack. A telephone cord and modular plug must be provided with the unit.

## **K. Voice Verification Requirements**

1. The Provider must be capable of providing a biometric voice verification technology that is capable of verifying a participant's presence or absence at a specific location(s) according to a defined schedule.
2. The system should require no hardware or equipment installed on the participant or placed in their homes.
3. The system should simply use regular telephone lines and service.
4. The system should use a voice verification technology, the Public Switched Telephone Network and a standard telephone to verify the presence of an individual at a specified location or locations.
5. The system should use a computer to generate random calls to authorized locations during specified time periods. The identity of the individual should be verified using a state-of-the-art voice verification technology.
6. The system should be capable of accepting incoming calls from individuals that are required to report in from remote locations. On all incoming calls, the Automated Number Identification (ANI) of the originating phone number should be validated, in addition to the verification of the individuals' identity.
7. If a call is placed and a match is not made, there is no answer or the answering party does not cooperate, it is assumed that the program participant is not at the authorized location and a verification failure is recorded. The system will automatically repeat the call back verification attempt within a specified time frame. If consecutive attempts result in a failure, an exception is created and the program participant's supervisor is immediately notified by the system.
8. The system must have the ability to identify the offender's presence at a prescribed location. The number of prescribed locations/tracking should not be less than 10 different locations.
9. The system shall work by comparing an offender's voice to a "voiceprint."
10. The system shall allow instant, audible voice verification replay sessions via the Internet.
11. The system must allow alert notifications through e-mail or pager.
12. The system must allow on-screen access to offender compliance history

## **L. Monitoring Center Requirements**

- a. Monitoring services are to be provided by the Contractor 24 hours a day, seven days

a week, for all participants.

- b. The monitoring center must provide support, at no additional cost, which should be available, toll-free, 24 hours per day, 365 days per year. Available support must include equipment troubleshooting, event interpretation, client status checks, application questions, and updates in the event access to a web-enabled computer is not available.
- c. Contractor must provide all services associated with monitoring and reporting client activities. This includes the following for all clients:
  - 1. **Data Entry** -Contractor staff shall be available at no additional charge to Judiciary providing to Judiciary the ability of the Contractor to enter all data including enrollment, curfew/schedule modification, equipment assignment and configuration, and termination for each client. **Judiciary staff will be responsible for entering and modifying zones.**
  - 2. **Data Transmission** -Contractor's field equipment shall transmit all client activity data to the Contractor's central computer at no charge to the participant or Judiciary.
  - 3. **Data Maintenance & Retention** -Contractor shall maintain and retain all data compiled during a client's term of home detention, including enrollment, curfew/schedule modification, equipment assignment and configuration, violations, equipment status, and termination data.
  - 4. **Violation Notification** -The Judiciary will specify which notifiable events shall require violation notification. Contractor shall offer customizable methods and parameters of violation notification and shall accommodate changes at the Judiciary, Officer, and participant levels. Methods for notification shall include next day, next business day, email, text to cell or pager, and fax.
- d. Monitoring center staff must be trained and certified by the OEM for the equipment and systems for which they provide support.
- e. Contractor must have a dedicated training department, comprised of experienced and certified trainers. The training department must be responsible for the initial training and ongoing training of monitoring center staff.
- f. The training period for all monitoring center staff shall be no less than one month, with regular re-certification training and ongoing training.
- g. Contractor shall provide a secure monitoring center and facility The Contractor shall describe the physical security of the monitoring center facility.
- h. Contractor shall describe its ability to supply backup power in the event of a power

outage.

- i. All calls to the Contractor's monitoring center must be recorded. Recordings must be provided upon request and must be stored for a minimum of five years.

### **2.3. Customer Support Requirements**

- a. Contractor shall supply an account manager who is trained, certified, and periodically recertified by the OEM of the equipment provided for this program. The account manager will provide, at a minimum, the following services:
  1. Assistance with inventory management, including ordering, returning, and the repairing/upgrading equipment.
  2. On-site initial training and refresher training at local offices as requested by the Judiciary.
  3. Troubleshooting assistance, including on-site installation assistance as requested by the Judiciary, and emergency on-site assistance.
  4. Liaison between the Judiciary and the monitoring center or internal account representative, engineering, corporate headquarters
- b. Contractor must have a dedicated monitoring customer service department devoted to new program implementations, complaint resolution, and programmatic and Judiciary setup assistance.
- c. The equipment must be under warranty and maintenance agreement with the manufacturer. The Judiciary must receive all revisions to equipment, as they become available, at no additional cost. The Contractor must include warranty information in its response.
- d. At no additional cost, the Contractor shall supply a 10% spare level of equipment to be maintained at the Judiciary's office for use as immediate replacements, when needed.
- e. Contractor must supply a reasonable amount of consumables, such as straps and batteries; at no additional charge.

### **2.4. EQUIPMENT WARRANTY/MAINTENANCE**

Quality of Product. Equipment offered for purchase shall be new, in normal working condition and in accordance with the manufacturer's specifications.

Warranty. The Contractor shall warrant against defects in material and workmanship to include all parts and labor (**upon Judiciary discovering through normal troubleshooting, with assistance from Contractor, that a warrantable repair is**

**necessary**) for a minimum period of **one (1) year** from the date of acceptance by the Judiciary. It shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the goods or services is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract.

Maintenance/Extended Warranty. Full Service Maintenance or Extended Warranty agreement shall begin **after the required first year warranty period** (referenced in Warranty section above) and shall be at the option and at the expense of The Judiciary. Annual maintenance charge increases, if any, are negotiable and are only applicable after the initial one year quoted maintenance period. If Contractor is not the Warranty service provider, Contractor shall name the authorized service provider and the contact information in the Offer Form.

Full Service Maintenance/Extended Warranty **shall include but not be limited to lubrication and cleaning as necessary and parts to keep the equipment in good operating condition and/or a replacement of the unit.** It shall be the responsibility of the Contractor to provide preventive maintenance inspections in order to preempt downtime. The authorized service provider shall have the option to repair or replace the monitoring unit with a replacement unit that performs pursuant to the manufacturer's specifications. If repairing is the option, the service provider shall make all necessary repairs and adjustments of the equipment, including the replacement of all parts without additional charge to keep the equipment in good working condition in accordance to the manufacturer's standards and specifications. There will be no additional labor charges. The authorized service provider shall notify the Judiciary when parts are not readily available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

If it is deemed that a replacement unit is needed, the Contractor shall ship the replacement unit next business day shipping class and shall include suitable shipping/packing materials for the Judiciary to ship the unit being replaced back to the Contractor, postage paid. The Judiciary shall ship the unit being replaced back to the Contractor within five business days of receipt of the replacement unit.

Services not included in the Full Service Maintenance are repairs resulting from the deliberate misuse or abuse by Judiciary Personnel.

## **2.5. Customer Training**

The Contractor must provide to Judiciary personnel, at no additional cost, all training necessary to implement and manage the program successfully. The training includes a thorough review of the entire operation of the system. Contractor shall provide trained personnel qualified to give instructional help in the proper operation of the equipment.

Contractor must provide initial field equipment training at Judiciary site, at no charge, along with follow up trainings as requested by Judiciary staff. Regular software application trainings must be available via the Internet, and on-site if requested. The Contractor shall also offer specialized and advanced training for Judiciary personnel.

Instruction and operation manual(s) for the equipment shall be provided by the Contractor, to include practical and troubleshooting information.

## **2.6. Expert Testimony**

The Contractor shall provide expert testimony on initial screening and confirmation testing and procedures, if necessary, for a reasonable cost per hour, which shall be negotiated between the Contractor and the Departments of the Prosecuting Attorneys of each circuit. Projected costs for expert testimony – in person or by phone, and for litigation packets shall be included as a separate price quotes. The Judiciary will facilitate negotiations with the Departments of the Prosecuting Attorneys subsequent to the awarding of the contract.

**END OF SECTION**

## **SECTION THREE SPECIAL PROVISIONS**

### **3.1. SCOPE**

The work consists of FURNISHING OFFENDER MONITORING SERVICES FOR THE JUDICIARY. The Contractor shall provide offender monitoring services for the Adult Client Services Branch of the Judiciary, State of Hawaii. All work shall be performed in accordance with these Special Provisions, the attached Specifications, the attached General Conditions and Procedural Requirements.

### **3.2. OFFICER-IN CHARGE**

Overall coordination for the RFP and the resulting contract will be provided by Ms. Liesje Cattaneo, Program Specialist, First Circuit Court. The telephone number at which she may be reached is (808) 539-4535, email: [Liesje.F.Cattaneo@courts.state.hi.us](mailto:Liesje.F.Cattaneo@courts.state.hi.us) or fax (808) 539-4559.

### **3.3. TERM OF CONTRACT**

Contractor shall enter into a two (2) year contract to furnish and deliver Offender monitoring services. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least forty five (45) days prior to expiration, and provided the unit price for the extended period remains the same as the previous year's contract price or is negotiated as set forth in the Contract Price Adjustment provisions which follows:

- Unit prices that are approved for the electronic monitoring equipment provided to other Hawaii government agencies may be negotiated with the Judiciary for consideration.
- An increase in the contract amount will not exceed 10% of the contracted unit cost.

During extension periods, Contractor shall provide any price decrease to the Judiciary that Contractor has offered to any other Hawaii government agency.

Changes to the cost per unit must be mutually agreed upon in writing and submitted with the request for contract extension.

If the 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 twenty (20) days prior to the scheduled date

of termination, otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

### **3.4. DELIVERY**

The Contractor must be able to ship equipment five days after receipt of order to the delivery address indicated by requestor. Contractor must be able to ship equipment overnight in emergency cases.

### **3.5 QUANTITY**

Quantities listed are an estimated amount. Additional units may be purchased at the unit price for the duration of the contract period.

### **3.6 OFFEROR QUALIFICATION**

a. References. Contractor shall list a minimum of three governmental agencies and/or business firms to whom bidder has sold, rented and/or provided monitoring services. The Judiciary reserves the right to reject the bid submitted by any Contractor who has not performed monitoring 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. (See References section in OFFER FORM for further details.) Contractor must provide the name, title, address, telephone number, and email address of a contact individual, and a description of the program.

### **3.7. SUBMISSION OF PROPOSALS**

Offerors shall submit three (3) copies (1 original, 2 copies) of the Proposal. Completed proposals must be postmarked before midnight on or submitted no later than the due indicated in the Significant Dates Section of this RFP to:

The Judiciary, State of Hawaii  
Financial Services Administrator  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807  
Attention: Kathleen Kim

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

Offers on CD or flash drive. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD or flash drive (3copies) in Adobe pdf format no later than the date and time indicated in the Significant Dates section of this RFP.

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.

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 Judiciary and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that the Judiciary's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

### **3.8. EVALUATION**

- a. Evaluation Criteria. The intent of this part is to standardize the offers and to allow for comparison in the monitoring services. The proposals shall be evaluated as follows: (Best possible score: 100 points)
  1. Technical Equipment and Service: Items evaluated will include system capacity, software capacity, applicability to the proposal, reliability, maintenance and repair, security features and utility. (Maximum points = 20)
  2. Price: The lowest offered price consistent with the requirements specified in the RFP will be awarded 40 points. Remaining proposals will be awarded a proportionate number of points based on the amount of difference between the two quoted prices. (Maximum points = 40 points)
  3. Experience: Each Offeror will be evaluated on their prior experience in providing electronic monitoring services. (Maximum points= 10)
  4. Financial Stability: Each Offeror will be evaluated in terms of financial stability of the Offeror based on the audited financial report submitted (Maximum points= 5)
  5. Quality of Response: Each response will be evaluated to determine the Offeror's understanding of the project and its ability to perform and meet each technical specification. Each item must have been discussed clearly and succinctly. (Maximum points= 25)

### 3.9. PROPOSAL PREPARATION

- a. Legal Name Contractor is requested to submit its proposal under its exact legal name as registered at the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.
- b. Proposal Quotation Proposed prices shall include all costs to furnish Offender monitoring services as detailed in the Specifications. Total Proposal Amount shall also include all applicable taxes and all expenses necessary to provide services during the duration of the contract. Work to be done under this contract is a taxable transaction and Contractor receiving award for this work will be required to pay the State of Hawaii General Excise tax.  
  
OFFER FORM Item - Expert Witness testimony may be required in extraordinary cases. In addition to providing proposed fees for Actual Court Time, Travel/Waiting Time, and Maximum Fee Per Day, please provide a description and fee schedule for other available services/procedures (e.g. depositions, telephone interview, teleconferencing, etc.) which may be considered in lieu of providing Expert Witness testimony in person. (Attach another sheet if more space needed.)
- c. Wage Certificate A Wage Certificate is NOT required for this Request for Proposal.
- d. Tax Liability Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Contractors are advised that they are liable for the Hawaii General Excise tax (GET). If however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

### 3.10. METHOD OF AWARD

Award, if any, will be made to the Offeror(s) whose proposal is determined to be acceptable and qualified and the most advantageous to the Judiciary for each category of service taking into consideration unit price and the evaluation factors set forth in the request for proposals.

Offeror may bid on any or all categories of services but is not required to bid on all items to be considered for award.

Successful Offerors receiving an award shall be required to enter into a formal written contract. No performance or payment bond is required for this contract.

The Judiciary reserves the right to reject any proposals and to waive any defects, when in the Division's opinion, such rejection or waiver is in the best interest of the Judiciary. Components of Offer Form are:

- A. Estimated No. of monitoring units per year (statewide):

- RF Monitoring Units 15
- Cellular Monitoring Unit 10
- GPS Monitoring Unit 10 total  
(1 piece, 2 piece, portable, passive)
- Alcohol Monitoring Unit 10
- Voice Verification 100
- Transdermal Alcohol Monitoring to be determined

B. Cost per monitoring unit.

Prior to awarding the contract, the Judiciary will require a current Tax Clearance Certificate (not more than 6 months old), Certificate of Compliance and Certificate in Good Standing.

A. Requirement for Award. To be eligible for award, the successful Offeror will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310 (c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, worker's compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310, Certificate in Good Standing for entities doing business in the State of Hawaii.

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

**B. Timely Submission of all Certificates**

The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

**C. Final Payment Requirements**

In addition to a tax clearance certificate, an original CERTIFICATE OF GOOD STANDING for FINAL PAYMENT (SPO Form 22) will be required for final payment. A copy of the form is also available at <http://www4.hawaii.gov/StateFormsFiles/form221.pdf>

### **3.11. CONTRACT EXECUTION AND EXTENSION**

Successful Offeror receiving the award shall be required to enter into a formal written contract for a period of twenty four (24) months commencing on July 1, 2011 through June 30, 2013. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods , past the initial period covered by this RFP. An extension may be made upon mutual agreement in writing at least thirty (60) days prior to expiration. The contract may be extended provided the unit cost for the extended period remains the same as the previous year's contract price or is negotiated as set forth in the Contract Price Adjustment provisions . and under the same terms and conditions specified herein.

If option to extend is mutually agreed upon, Contractor shall be required to execute an Amendment to Agreement. Any contract extension must be executed by the Contractor on less than twenty (20) days prior to the scheduled date of termination, otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

The contract commencement date shall be specified in the Notice to Proceed. A proof of coverage of insurance requirements and all required certificates must be submitted prior to execution of the contract (if copy was not submitted with bid proposal). No work is to be undertaken by the Contractor prior to the commencement date. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to starting date.

The Judiciary or the Contractor may terminate the extended contract at any time upon thirty (30) days prior written notice.

### **3.12. SUBCONTRACTING**

The Contractor shall not delegate any duties listed in this RFP to a subcontractor unless given written approval by the Financial Services Administrator. The Judiciary reserves the right to approve subcontractors and to require the primary contractor to replace a subcontractor(s) found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment to any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

### **3.13. INSPECTIONS**

All monitoring units and services shall be subject to inspection and approval by the Officer-In-Charge or a representative of the Judiciary so as to ascertain that the services

rendered are in accordance with requirements and intentions of the Specifications and Special Provision. The Officer-In-Charge may require additional information as necessary to maintain a record of the service rendered.

### **3.14. INVOICING AND PAYMENT**

#### **1. Offender Payment**

- a. Contractor should provide a method or procedure for collection of fees from individual being monitored. Please provide a brief explanation of what methodology would be used to ensure the proper collection of fees.
- b. Contractor must be able to collect monies through the United States Postal Service.
- c. Contractor must have the ability to collect monies via cashier's check, money order and credit card.
- d. Contractor must bill all offenders for the cost of monitoring in monthly increments.
- e. Contractor must allow for the Judiciary to determine if an offender is indigent and Contractor will agree to not bill those offenders for the cost of monitoring. Judiciary will be responsible for payment of these services.
- f. Contractor must allow a 15 day grace period from the due date of the offenders bill prior to invoicing the Judiciary for unpaid monitoring fees.
- g. Contractor must accurately adjust the Judiciary's next monthly invoice should late payments be received from offenders.

#### **2. Judiciary Payment**

- a. The Judiciary will be responsible for unpaid monitoring services at a flat rate as determined by the contract. The Contractor must provide a monthly accounting of all fees collected from the offenders along with the monthly invoice to the Judiciary for any unpaid monitoring fees due to indigent status or non-payment.
- b. The Judiciary reserves the right to increase or decrease the number of units without change to the unit cost. The Contractor shall have the capability to establish billing accounts with various departments within the Judiciary and shall be able to provide billing information on the various accounts accordingly on a monthly basis. Additional costs in excess of the Total Proposal Amount shall be paid for by the Judiciary.
- c. Contractor shall submit separate invoices for each respective office. Original and three copies of each invoice shall be sent to the Officer-in-Charge, Leisje Cattaneo at:

Adult Client Service Branch  
First Circuit Court  
777 Punchbowl Street, 2<sup>nd</sup> Floor  
Honolulu, Hi 96813

- d. Monthly payments shall be made to the Contractor at the contracted price upon certification that the Contractor has satisfactorily performed the required services each month.
- e. Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the Judiciary shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid 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 Contractor 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.

### **3.15. COMPLIANCE WITH LAWS**

Contractor shall observe, perform, and comply with all laws, statutes, ordinances, rules and regulations of the United States Government, the State of Hawaii, or any department or agency thereof.

Contractor shall further indemnify, save and hold harmless the Judiciary against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance, nonperformance or noncompliance with the said laws, statutes, ordinances, rules or regulations

### **3.16. OTHER SPECIAL PROVISIONS**

#### **3.16.1. Termination for Cause**

If the Contractor:

- 1. Fails to begin the work or services under the contract within or by the time specified.
- 2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
- 3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
- 4. Discontinues the prosecution of the work or services.
- 5. Otherwise breaches any term of the contract.
- 6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.

7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default.

If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

#### **3.16.2. Liquidated Damages**

Failure to complete the services described in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages shall be fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor or shall be billed to the Contractor. The Contractor is responsible for payment, to the Judiciary, of all liquidated damages assessed against the Contractor.

#### **3.16.3. Rights and Remedies for Default**

In the event the Contractor fails, refuses or neglects to perform any of the services in accordance with the requirements of these Special Provisions and the Specifications herein, in addition to the recourses stated in the General Conditions, the Judiciary reserves the right to purchase in the open market, a corresponding quantity of services specified herein and to deduct from any moneys due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the Judiciary. In case any money due the contractor is insufficient for said purpose, the contractor shall pay the difference upon demand by the Judiciary. The Judiciary may also utilize all other remedies provided by law.

#### **3.16.4. Cancellation of Solicitation and Rejection of Offers**

The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing Judiciary, as provided in 3-122-95 through 3-122-97 HAR.

### **3.16.5. Conflicts and Variations**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control. In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

**END OF SECTION**

## SECTION FOUR PROPOSAL FORM

REQUEST FOR PROPOSAL J12005  
TO FURNISH OFFENDER MONITORING SERVICES  
FOR THE JUDICIARY  
THE JUDICIARY, STATE OF HAWAII

OFFEROR: \_\_\_\_\_

City & State \_\_\_\_\_

\_\_\_\_\_, 2011

Financial Services Administrator  
The Judiciary, State of Hawaii  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The following proposal is made to provide the service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the proposal and the specifications for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned hereby proposes to FURNISH OFFENDER MONITORING SERVICES FOR THE JUDICIARY, in strict compliance with the Agreement, Specifications, Special Provisions, General Conditions and Procedural Requirements attached hereto and made a part hereof for the Total Amount of:

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_).

The undersigned represents: **(Check ☒ one only)**

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation \_\_\_\_\_

Offeror is: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

☐ Other \_\_\_\_\_

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Business address (**street address**): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

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

Respectfully submitted,

Telephone No.: \_\_\_\_\_

(x) \_\_\_\_\_  
Authorized Original Signature

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Email Address: \_\_\_\_\_

REQUEST FOR PROPOSAL J12005  
TO FURNISH OFFENDER MONITORING SERVICES FOR THE JUDICIARY  
THE JUDICIARY, STATE OF HAWAII

The following proposal is hereby submitted for the twenty four (24) month period from July 1, 2011 to June 30, 2013.

I. Proposal prices

		Estimated # of Units  <b>(A)</b>	Unit Price Year 1  <b>(B)</b>	Estimated Price Year 1 A x B= <b>(C)</b>	Unit Price Year 2  <b>(D)</b>	Estimated Price Year 2 A x D = <b>(E)</b>	Total Amount  (C + E )= <b>(F)</b>
1	RF Monitoring Units	15					
2	Cellular Monitoring Units	10					
3a	GPS Monitoring Unit – One Piece	10 units total					
3b	GPS Monitoring Unit – Two Piece						
3c	GPS Monitoring Unit – Portable						
3d	GPS Monitoring Unit - Passive						
4	Alcohol Monitoring Unit	10					
5	Voice Verification	100					
<b>Total Bid Amount</b>							
6	Transdermal Alcohol Monitoring	To be determined		Unit Price Year 1		Unit Price Year 2	

NOTE: Estimated price amounts shall include all applicable taxes and expenses (including all shipping and related transportation costs through delivery of results. TOTAL 24 MONTH AMOUNT should agree with Amount shown on page 1 of the Proposal. Be advised that all contracts are subject to the availability of funds.

## II. Supplemental/ Additional Costs & Fees

### Proposed Expert Witness Fees & Rejected Specimen Fee

Actual Court Time (per hour)	\$ /hour
Travel/Waiting time (per hour)	\$ /hour
Maximum Fee Per Day (per day)	\$ /day
Litigation Packet	\$

## III. Contractor Information

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED PROPOSAL.

### A. Company & Contact Information

Company Address	
Contact	Phone No.
email	Fax

### B. Other proposed procedures in lieu of testimony in person:

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### C. Authorized Service Representative:

Authorized Service Representative Contact Person	Address	Phone/Fax/email

**D. Joint Contractors/Subcontractors**

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor.

Subcontractor Name	Address	Phone/Fax/email

**E. References.** Provide the names and addresses of companies other than the Judiciary or government agencies for which the undersigned has provided or is currently furnishing offender monitoring services. Refer to the Qualification section, of the enclosed Special Provisions

Company Name &/or Contact Person	Address/Phone No./Fax/email