

# INVITATION FOR BID

No. J17000

## TO PROVIDE MAINTENANCE SERVICES FOR THE ELECTRONIC SECURITY SYSTEM AT THE KAPOLEI COURTHOUSE and JUVENILE DETENTION FACILITY THE JUDICIARY STATE OF HAWAII

**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.

MARCH 2016

TABLE OF CONTENTS

SECTION ONE SPECIFICATIONS .....-1-

- 1.1. SCOPE .....-1-
- 1.2. JOB SITE .....-1-
- 1.3. DESCRIPTION OF WORK .....-1-
- 1.4. MAINTENANCE SERVICES .....-2-
- 1.5. REPAIR SERVICES AND AUTHORIZED EMERGENWORK.....-3-
- 1.6. REPORTS.....-4-
- 1.7. WORK SCHEDULE .....-5-
- 1.8. PARTS & MATERIALS .....-5-
- 1.9. ALLOWABLE COSTS FOR PARTS.....-6-
- 1.10. CLEAN UP AND WORK PRACTICES .....-6-
- 1.11. SAFETY PRECAUTIONS .....-6-

SECTION TWO SPECIAL PROVISIONS.....-7-

- 2.1. SCOPE .....-7-
- 2.2. OFFICER-IN-CHARGE .....-7-
- 2.3. CONTRACT EXECUTION AND EXTENSION .....-7-
- 2.4. PRICE ADJUSTMENT .....-8-
- 2.5. QUALIFICATION .....-8-
- 2.6. INSPECTION .....-10-
- 2.7. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK .....-10-
- 2.8. PERFORMANCE OF WORK.....-10-
- 2.9. REMOVAL OF CONTRACTOR'S EMPLOYEE.....-11-
- 2.10. WORK SCHEDULE .....-11-
- 2.11. OFFER PREPARATION .....-11-
- 2.12. SUBMISSION OF OFFER .....-12-
- 2.13. CONTRACT AWARD.....-12-
- 2.14. HAWAII COMPLIANCE EXPRESS.....-13-
- 2.15. INSURANCE.....-13-
- 2.16. INVOICING & PAYMENT.....-14-
- 2.17. COMPLIANCE WITH LAWS .....-14-
- 2.18. OTHER SPECIAL PROVISIONS .....-15-
  - 2.18.1. TERMINATION FOR CAUSE.....-15-
  - 2.18.2. LIQUIDATED DAMAGES.....-16-
  - 2.18.3. RIGHTS AND REMEDIES FOR DEFAULT.....-16-
  - 2.18.4. CANCELLATION OF SOLICITATION.....16-  
AND REJECTION OF OFFERS.....-16-
  - 2.18.5. CONFLICTS AND VARIATIONS.....-16-

SECTION FOUR- OFFER FORM

- Offer Form
- General Conditions
- Procedural Requirements
- Publication 1, Information on Hawaii State Taxes

**INVITATION FOR BID J17000  
TO PROVIDE MAINTENANCE FOR THE ELECTRONIC SECURITY SYSTEM AT  
AT THE KAPOLEI COURTHOUSE AND  
JUVENILE DETENTION FACILITY, THE JUDICIARY**

The Judiciary, State of Hawaii, is requesting competitive sealed offers from qualified bidders to provide maintenance of the Electronic Security System at the Kapolei Courthouse and the Juvenile Detention Facility for the term from July 1, 2016 to June 30, 2017. If interested in submitting an offer, you may choose to submit your offer using 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: Deepa.P.Sheehan@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
- Fed-Ex (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 shall be received no later than 2:00 p.m., Hawaii Standard Time on April 20, 2016, at the following address:

**The Judiciary, State of Hawaii  
Financial Services Division  
Kauikaouli 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 Offeror.**

The Invitation for Bid (IFB) 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.

/s/ Dean H. Seki  
Financial Services Director

## **SECTION ONE SPECIFICATIONS**

### **1.1. SCOPE**

The work required shall consist of maintenance services and shall include the furnishing of all labor, transportation, equipment, and other appurtenances necessary to maintain, repair, and provide all technical user support functions of the electronic security system at the Kapolei Courthouse and Juvenile Detention Facility in accordance to these Specifications, the Special Provisions, the General Conditions, and the Procedural Requirements attached hereto and by reference made a part hereof.

### **1.2. JOB SITE**

The Contractor or the Contractor/Subcontractor Team (hereinafter referred to as the Contractor or Offeror) shall provide maintenance services for the electronic security system at the Kapolei Courthouse and the Juvenile Detention Facility located at 4675 Kapolei Parkway and 287 Kamokila Boulevard, Kapolei, Hawaii 96707, respectively.

### **1.3. DESCRIPTION OF WORK**

The Contractor shall maintain, repair and provide all technical user support functions of the Electronic Security System, and all its related parts, units and sub-units in its entirety.

The Contractor shall perform complete maintenance and repair service, including inspections, trouble and emergency calls for all equipment included under this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of electronic security systems. Such service shall include regularly-scheduled maintenance services as specified and shall be subject to inspection and approval by the Officer-In-Charge. The full-service maintenance contract shall not relieve the Contractor from performing the specified scheduled maintenance services.

The Contractor shall not be responsible for repairs due to flagrant vandalism, fire, storm or related damages which can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain and repair the equipment.

The Contractor shall be responsible for all portions of the electronic security system. Labor, to replace parts and supplies provided by Contractor as part of this maintenance agreement, shall be provided at no extra charge, except as noted.

All services performed by the Contractor shall include applicable items listed, but not be limited to the following:

#### 1.4. MAINTENANCE SERVICES

The Contractor shall maintain the electronic security system as specified according to the specifications contained herein. The Contractor shall provide all labor, tools, equipment and perform all services necessary to make repairs. The Contractor shall perform the following tests of the electronic security system:

Task	Every Two Months	Twice Per Year
<b>CCTV DVRs and NVRs (RECORDING)</b>		
Check hard drive error log & other logs	X	
Verify active recording	X	
Open & vacuum. Clean fans and filters		X
Backup any changes in systems settings		X
<b>CCTV VIDEO REVIEW STATIONS (VRS)</b>		
Check hard drive error log & other logs	X	
Shut down. Check connectors. Check card seating	X	
Reboot. Check memory. Check power supply load	X	
Update virus protection	X	
Open & vacuum. Clean fans and filters	X	
Inspect and clean monitors. Calibrate	X	
Record tasks & uninstall foreign applications or tasks		X
Check & backup system hardware drivers		X
Check LM Host file		X
Confirm backup TIB file		X
IPSCAN		X
Scan & fix hard drive. Defragment. Replace as necessary		X
<b>CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)</b>		
Verify Output Voltage on each Power Supply	X	
Check video clarity for each camera	X	
Clean & re-calibrate analog video monitors	X	
<b>DOOR CONTROL AND MONITORING SYSTEMS</b>		
Verify operational status with staff	X	
Verify Output Voltage on each Power Supply	X	
Physically check & correct each PLC for faults	X	
View & correct PLC fault logs	X	
<b>DURESS SYSTEM</b>		
Verify operational status through spot testing	X	
Test light bar lamps. Replace as necessary	X	
<b>GROUNDING AND SURGE PROTECTION</b>		
Check surge protector status indicators where applicable	X	
<b>INTERCOM &amp; PAGING</b>		
Check & analyze Harding DXI error logs	X	
Review supervisory logs and all alarm logs. Correct problems	X	
Work through Harding DXI error log list	X	
Test incandescent call lights. Replace as necessary	X	
Verify operational status through point testing	X	
Remove and clean power supply air filter		X
Inspect and clean equipment enclosures		X

Task	Every Two Months	Twice Per Year
<b>TOUCHSCREEN HMI</b>		
Check hard drive error log & other logs	X	
Check and backup system hardware drivers		X
Check LM Host file		X
Confirm backup TIB file		X
Update virus protection	X	
Reboot. Check memory. Check power supply load	X	
Shut down. Check connectors. Check card seating	X	
Record tasks & uninstall foreign applications or tasks	X	
Inspect and clean touch screen control monitors. Calibrate	X	
Scan & fix hard drive. Defragment. Replace as necessary		X
<b>IPSCAN</b>		X
Open & vacuum. Clean fans and filters	X	
<b>UNINTERRUPTIBLE POWER SUPPLY (UPS)</b>		
Review and record voltage and current for input and output	X	
Check System diagnostics	X	
Inspect battery system		X
Interrupt input power and test		X
Inspect and clean equipment enclosures		X
<b>SECURITY-CAMERA DOME CLEANING</b>		
Clean and maintain exterior and interior security-camera domes		X

## 1.5. REPAIR SERVICES AND AUTHORIZED EMERGENCY WORK

### A. Repair Service Procedures

1. Officer-in-Charge assigns control number and notifies Contractor of problem.
2. Contractor shall contact Officer-in-Charge within four (4) business hours of notification to discuss the repair or emergency call by control number.
  - a. Repair Call (non-emergency as designated by Officer-in-Charge): Contractor shall report to site within 24 hours of notification by Officer-in-Charge to assess or complete non-emergency work. Contractor shall resolve the issue within 48 hours unless otherwise agreed by the Officer in Charge.
  - b. Emergency Call (as designated by Officer-in-Charge): Contractor shall report to the site within two (2) business hours of receiving the call from the Officer in Charge to assess or complete emergency work. Contractor shall resolve the issue within 24 hours unless otherwise agreed by the Officer-in-Charge.
3. Unauthorized extra work performed on a repair or emergency call may not be compensated as determined by the Officer-in-Charge.

**Authorized extra work not part of the routine maintenance requirement may be performed at a time mutually agreeable to the Judiciary and the Contractor.**

**Labor, to repair and replace parts and supplies provided by Contractor as part of this maintenance agreement, shall be provided at no extra charge.**

The Contractor shall notify the Officer-in-Charge daily of the status of repairs, estimated completion time, and completed work. The Contractor shall provide the Officer-in-Charge copies of the maintenance history and costs after each event.

The Judiciary reserves the right to have maintenance or repair tasks performed on weekends or after normal operating hours. Whenever the Judiciary exercises this right, the Judiciary shall compensate the Contractor only for the difference between his normal labor rate and overtime labor rate.

A written quotation, unless waived by the Officer-in-Charge, shall precede any "chargeable" emergency services performed, containing the following minimum information:

1. Description and breakdown of material, parts and labor costs.
2. Extra costs such as air freight.
3. Completion date.

The Contractor shall bill such "chargeable" emergency services or authorized extra work separately from the contract price. Unless the Contractor is given a separate purchase order authorizing him to make such repairs, the Judiciary shall not be held responsible for payment of any such work performed by the Contractor.

Contractor is required to keep an adequate inventory of parts to handle most situations on the island of Oahu.

The Contractor 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.

## **1.6. REPORTS**

**Prior to the commencement** with the work on the contract, the Contractor shall submit to the Officer-in-Charge his monthly inspection schedule for the period of the contract. The Contractor shall also maintain a record, documents and other evidence pertaining to the maintenance, repair and costs of the electronic security system to the extent and in such detail as will properly and adequately reflect the maintenance history and cost (labor, materials, parts and equipment). The Contractor shall also submit an updated inventory of all equipment during the contract period.

All Contractor service reports, whether regular maintenance, trouble call, emergency or authorized extra work, shall be filled out properly and completely at the time of service and shall include: day and date, time started, time completed, service performed, materials used and costs, control number, service person, and shall be certified (signed) by the Officer-in-Charge.

## 1.7. WORK SCHEDULE

The Contractor shall perform maintenance, inspection and repair services to the electronic security system, all in accordance with the best commercial practices and as required to provide assurance of safety and operational reliability.

**Within seven (7) days after the award of this contract, the Contractor shall submit to the Officer-in-Charge, in writing, a proposed schedule on inspection, preventive maintenance, checklist and maintenance record system, all in sufficient detail to show its adequacy in carrying out the terms of this contract.** Most maintenance tasks described herein shall be performed between the hours of 7:45 a.m. to 4:30 p.m. on normal working days, Monday through Friday, excluding State holidays and/or on days that work is not officially scheduled. Should this not be possible because of court schedules or other events, then the Contractor shall perform the work at an alternate time agreed to by the Contractor and the Judiciary at no additional charge. All service reports shall be certified by the Officer-In-Charge.

1. The Contractor is required to schedule his work to accommodate courtroom times to prevent court disruption and/or may be required to return at a more appropriate time at no additional cost to the Judiciary, but work must be performed and not missed.
2. All work performed shall be subject to random periodic inspection by the Officer-in-Charge or a designated representative of the Judiciary. The Judiciary reserves the right to have the Contractor present at such inspections to be scheduled by the Judiciary periodically.
3. The Contractor shall be informed of all deficiencies found by the Officer-in-Charge or a designated representative of the Judiciary. The Contractor shall correct all deficiencies within seven (7) days or an agreed-upon time with the Officer-in-Charge at the Contractor's expense. If deficiencies are not corrected within the seven-day period, the provision on liquidated damages will be applicable.

## 1.8. PARTS AND MATERIALS

The Contractor shall replace necessary parts of the electronic security system which are worn through normal wear and tear at no cost to the Judiciary, excluding the cost of parts and materials.

The Contractor shall notify the Judiciary whenever parts are not locally available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary and the air freight costs shall not include Contractor mark up. Parts shall be charged at cost, plus mark-up not to exceed 15%



(fifteen percent). Invoices from suppliers shall be provided to the Judiciary to substantiate cost and markup. As previously noted, the Contractor is required to keep a supply of parts on Oahu for most anticipatable repairs.

### **1.9. ALLOWABLE COSTS FOR PARTS**

The Contractor's material cost mark-up shall not exceed 15%, which shall include overhead, profit, taxes, and any other incidental expenses. Shipping may be reimbursed for exact cost of shipping with no mark up by the contractor. If a subcontractor service is required, the Contractor's mark-up shall be limited to 10%, which shall include all of the above mentioned expenses. The Contractor shall substantiate all costs by submitting material invoices with their invoice to the Judiciary. Use only new, standard parts or material as manufactured by the maker of each unit or part of equal quality.

### **1.10. CLEAN UP AND WORK PRACTICES**

The Contractor shall keep the job site free of debris, discarded parts, refuse, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all tools, used or waste oils and fluids, parts and equipment from the service areas upon completion of the work and legally dispose of, whether hazardous or not, in accordance with EPA and/or other government regulations including providing written records. The Contractor shall support and protect the Judiciary legally and financially with regard to these regulations.

The Contractor shall exercise caution during the progress of maintenance and repair work to prevent damage to the ceilings, roofing and other building structures. Contractor shall restore all damages, caused by his negligence, at the Contractor's expense when requested by the Judiciary.

### **1.11. SAFETY PRECAUTIONS**

The Contractor shall comply with all applicable safety regulations promulgated by OSHA, EPA, and other governmental agencies.

The Contractor shall repair all damages to existing utilities and structures such as water lines, electric conduits, sewer lines, buildings, including compactor and hook up, etc., caused by his equipment or employees. If such repairs are not completed within fifteen (15) calendar days, the Judiciary reserves the right to purchase services for the necessary repairs from the open market and shall deduct all repair costs from the moneys due or that may thereafter become due to the Contractor. In case any money due the Contractor is insufficient for said purposes, the Contractor shall pay the difference upon demand by the Financial Services Administrator.

**END OF SECTION**

## **SECTION TWO SPECIAL PROVISIONS**

### **2.1. SCOPE**

Work included in this contract shall consist of providing maintenance and repair service and all technical user support functions of the electronic security system at the Kapolei Courthouse and Juvenile Detention Facility. All work shall be performed in accordance with these Special Provisions, the Specifications, the attached General Conditions, and Procedural Requirements.

### **2.2. OFFICER-IN-CHARGE**

For the purpose of this contract, the Deputy Chief Court Administrator, Client Services Division, is designated Officer-in-Charge.

### **2.3. CONTRACT EXECUTION AND EXTENSION**

Successful Offeror receiving the award shall be required to enter into a formal written contract to provide maintenance and repair services of the electronic security system at the Kapolei Courthouse and Juvenile Detention Facility for a period of twelve (12) months commencing on July 1, 2016 through June 30, 2017. The contract shall be enforceable only to the extent that funds have been certified and are available for the purchase of the identified goods and services. Further, by mutual agreement between the parties and unless terminated, the contract may be extended on a term basis not to exceed a twelve (12) month extension at a time, for three (3) additional twelve month periods. Agreement to extend the agreement must be in writing at least forty five (45) days prior to expiration, and provided the monthly contract price is not higher than the allowable increase. Refer to the Price Adjustment section of these Special Provisions. If the option to extend is mutually agreed upon, the Contractor shall be required to execute an amendment to the contract. The monthly contract price for the extended period may be adjusted and negotiated and shall not increase more than 5% of the monthly contract price as set forth in the Contract Price Adjustment provision and under the same terms and conditions specified herein. Contractor must provide proof of costs (documentation) for any requested increase of more than 5%. 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.

The contract commencement date shall be specified in the Notice to Proceed. 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.

## 2.4. PRICE ADJUSTMENT

Any adjustment in contract price in this contract shall be made in one or more of the following ways:

- A. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- B. By unit prices specified in the contract or subsequently agreed upon;
- C. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- D. In such other manner as the parties may mutually agree or
- E. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Hawaii Administrative Rules.

**Adjustments of price or time for performance.** If any change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed, provided that the procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

## 2.5. QUALIFICATION

### A. EXPERIENCE AND PERSONNEL QUALIFICATIONS

**Experience:** Notwithstanding any other provisions stated herein, prospective Offerors must be properly certified by the State of Hawaii to perform maintenance services and must have a minimum of at least three years' experience of conducting maintenance services in the State. To assure the Judiciary that the Offeror is capable of performing the work specified herein, the Offeror must meet the following requirements:

1. The Contractor shall have a minimum of three (3) consecutive years of experience (immediately before the execution of the Contract) in the field of detention security electronic systems maintenance and repair service. More specifically, the Contractor is required to have two (2) consecutive years of experience in the design, integration, and maintenance and repair of detention electronic systems.

2. The Contractor shall have at least three (2) factory trained service personnel for each of the primary systems including PLCs, touch screen software, CCTV systems, and the intercom/paging system (C-15 work) and Detention locks (C-25 work).
3. The Contractor shall be capable of accomplishing the items listed for the maintenance and repair services and shall have the following: factory-authorized and factory-trained personnel as required for the following systems:
  - a. Omron (PLC System for door monitoring and control, intercom and paging system monitoring and control, duress monitoring, housing utility control and CCTV system control)
  - b. Wonderware (HMI Touch Screen System for remote control of the systems connected to the Omron system)
  - c. Vicon (Analog CCTV System for remote monitoring and recording of surveillance video and integrated through the Omron system)
  - d. Harding (Intercom and Paging System and integrated through the Omron system)
  - e. Perimeter Products Inc., Megal Senstar Duress Alarm System for the Duress System
  - f. Soundolier (Visitor's Intercom Systems)
  - g. Microsoft Certified Professional (for networking all touch screen computers)
  - i. Xybix (Electronically Controllable Work Stations)
  - j. Powerware (Uninterruptible Power Supply Systems)
  - k. Southern Folger/AirTeq detention locks and sliding devices.

All prospective Offerors shall provide documented maintenance experience records to substantiate their claim of experience as indicated above at the time their offer is submitted.

4. The Judiciary reserves the right to reject a bid submitted by any bidder who provides false personnel qualifications. Falsification of personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project SHALL CONSTITUTE A BREACH OF CONTRACT.

**B. REFERENCES:** Offeror shall list at least three references other than the State of Hawaii government, for whom Offeror has performed maintenance services

that is similar in nature and/or volume to services specified herein, that will qualify Offeror or to perform the services. The Judiciary reserves the right to contact the references provided and to reject the submittal by any Offeror who has not performed services that is similar in nature and volume to services required in this offer of whose performance on other jobs for this type of service has been proved unsatisfactory.

- C. LICENSE:** At time of bidding and throughout the contract period, the Contractor must possess a valid State of Hawaii Specialty Contractor's C-15 & C-25 License. If the Contractor fails to keep such licenses active during the contract period, the contract shall be subject to cancellation.
- D. OFFICE AND LOCAL REPRESENTATIVE:** Offeror awarded this contract shall have an office location where Offeror conducts his business and is accessible to telephone calls for complaints or requests that require immediate attention. Offeror shall also have a local service representative located in the State of Hawaii capable of providing repair and maintenance services on the system. Answering services are not acceptable. The office location and local service location shall be stated on the Proposal.

## **2.6. INSPECTION**

The Officer-In-Charge at all times shall have access to the work during its prosecution and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications and special provisions. All work done and all materials furnished shall be subject to the Officer-In-Charge's inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials may have been previously overlooked by the Officer-In-Charge and accepted or included in an estimate for payment.

## **2.7. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

All work which has been rejected shall be corrected or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed the Contractor for such correction or removal and replacement. Failure on the part of the Contractor to comply promptly with any order of the Officer-In-Charge may cause any rejected work to be corrected or removed and replaced and costs deducted thereof from any monies due or to become due the Contractor.

## **2.8. PERFORMANCE OF WORK**

While performing the work, the Contractor shall take the necessary safety and precautionary measures to prevent the occurrence of hazardous situations for the Contractor's employees, the occupants of the buildings, and the general public. The

Contractor shall at all times conduct his work to assure the least possible interference with the occupants of the buildings and the least possible inconvenience to the public.

Property damaged by the Contractor shall be repaired or replaced by the Contractor, at his expense, to the satisfaction of the Officer-in-Charge. The Contractor shall maintain the work area in a clean and safe condition.

## 2.9. REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees for unsatisfactory performance of services rendered and to be rendered to the Judiciary, upon request in writing by the Officer-in-Charge.

## 2.10. WORK SCHEDULE

The work to be done shall be accomplished according to the Specifications. In the event the Contractor fails to complete the work according to the specified schedule, liquidated damages shall be assessed in accordance with the section on Liquidated Damages of these Special Provisions.

The Judiciary reserves the right to change the work schedule of any work site at any time upon thirty (30) days prior written notice with the bid price remaining the same.

## 2.11. OFFER PREPARATION

a) **Legal Name:** Offeror is requested to submit its bid under its exact legal name(s) as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

b) **Bid Quotation:** Bid price shall include labor, supervision, and other appurtenances necessary to provide full maintenance services as detailed in the accompanying Specifications. **Bid price shall also include all applicable taxes.**

Work to be done under this contract is a taxable transaction and Offeror receiving award for this work will be required to pay the State of Hawaii General Excise tax.

c) **Wage Certificate:** Offeror shall complete and submit the attached Wage Certificate by which the Offeror certifies that the services required will be performed pursuant to Section 103-55, H.R.S.

d) **Proposal Guarantee:** A Proposal Guarantee is not required for this project.

e) **Contract Bond:** A Contract Bond is not required for this project.

f) **Tax Liability:** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors 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.

## **2.12. SUBMISSION OF OFFER**

Offerors shall submit three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. Completed proposals must be submitted no later than **2:00 p.m. HST on April 20, 2016**, to:

The Judiciary, State of Hawaii  
 Financial Services Director  
 1111 Alakea Street, 6th Floor  
 Honolulu, HI 96813 -2807  
 Attention: Deepa P. Sheehan

### **PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.**

Offers on CD or flash drive. As an option to submitting hard copies (orig. +2) of the written portion of your proposal, offers may be submitted on CD or flash drive (3 copies) in Adobe pdf format no later than the date and time indicated above.

Offers via electronic submittal. As another option to submitting hard copies of the written portion of your proposal, offers may be submitted no later than the date and time indicated above to the designated Purchasing Specialist via Email or FAX.

Proposer bears responsibility for transmission. Proposers 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, Proposers assume all risk that the Judiciary's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

## **2.13. CONTRACT AWARD**

Award, if any, shall be made to the responsive and responsible Offeror submitting the lowest Total Bid price to provide maintenance services for the Judiciary. Offeror must bid on all items to be considered for award. The Successful Offeror receiving an award shall be required to enter into a formal written contract.

Prior to awarding the contract, the Judiciary will require certification of the following insurance coverage:

Worker's Compensation  
 Temporary Disability  
 Unemployment Insurance  
 Prepaid Health Care

The Judiciary reserves the right to reject any offers and to waive any defects, when in the Division's opinion, such rejection or waiver is in the best interest of the Judiciary.

#### **2.14. HAWAII COMPLIANCE EXPRESS**

A. The Contractor is required to submit a Hawaii Compliance Certificate. The Hawaii Compliance Express Certificate (HCE) allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcom.html> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$2,500 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

B. Timely Submission of Certificate

The above certificate should be applied for and submitted to the Judiciary upon notification of intent to award. 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.

C. Final Payment Requirement

A Hawaii Compliance Certificate will be required for final payment.

#### **2.15. INSURANCE**

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

a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.

c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Furthermore, The Judiciary shall be added as an additional insured as respects to



operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

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

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

## **2.16. INVOICING AND PAYMENT**

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

Family Court First Circuit  
Fiscal Office  
4675 Kapolei Parkway  
Kapolei, Hawaii 96707  
Attn: Tracy Chan

Payment shall be made to the Contractor at monthly installments upon certification that the Contractor has satisfactorily performed the required services as specified in the Specifications and in accordance to the General Conditions and these Special Provisions.

For extra work approved by the Officer-in-Charge or his/her representative, a separate detailed invoice is required.

Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice for 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 the Statute.

## **2.17.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.

## **2.18. OTHER SPECIAL PROVISIONS**

### **2.18.1. 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 does not proceed in accordance therewith, the Judiciary will have full power and authorization, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods as deemed necessary to complete the contract in an acceptable manner.

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

### **2.18.2. 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) 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.

### **2.18.3. 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.

### **2.18.4. 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 agency, as provided in 3-122-95 through 3-122-97 HAR

### **2.18.5. 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**

**INVITATION FOR BID J17000  
TO PROVIDE MAINTENANCE FOR  
THE ELECTRONIC SECURITY SYSTEM  
AT THE KAPOLEI COURTHOUSE AND  
JUVENILE DETENTION FACILITY, THE JUDICIARY**

Financial Services Director  
The Judiciary State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813

Dear Financial Services Director:

The following bid 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.

Each of the required forms attached has been filled out by each member of the Contractor Team if applicable.

The undersigned states that he has carefully read and understands the proposal and the specifications for this contract, and that the Financial Services Director 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 PROVIDE MAINTENANCE SERVICES FOR THE ELECTRONIC SECURITY SYSTEM AT THE KAPOLEI COURTHOUSE AND JUVENILE DETENTION FACILITY, THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, General Conditions, and Procedural Requirements attached hereto and made a part hereof for the lump sum bid 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 (Hawaii 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: \_\_\_\_\_

The following proposal is hereby submitted for all services listed below, to PROVIDE MAINTENANCE SERVICES FOR THE ELECTRONIC SECURITY SYSTEM AT THE KAPOLEI COURTHOUSE AND JUVENILE DETENTION FACILITY, THE JUDICIARY, STATE OF HAWAII. All to be performed for a twelve (12) month period beginning July 1, 2016 and ending on June 30, 2017.

I. Maintenance Costs

A. Maintenance and Repair of Electronic Security System

Period	Bid price per month (A)	Months (B)	Bid Price (A x B)
7/1/16 – 6/30/17		12	

\* Total Bid Amount should agree with the Bid price specified on page 1 of the Offer Form and shall include **all applicable Taxes.**

B. Additional Costs

<b>Estimated Extra Work</b> ( For evaluation purposes)	
Hourly rate that will be charged for any authorized extra work [including] not covered under the scope of the specifications and as approved by the Officer-In- Charge. <b>This rate shall be the standard hourly rate charged by the Contractor and NOT an overtime rate.</b>	

Replacement of field wiring (wiring from Remote Electronic Module to various devices, excluding conduit) including material and labor.	Quantity (A) 5,000 linear ft	Price per Linear ft (B)	Total Estimated Cost (A x B)
--	------------------------------------	-------------------------	------------------------------

II. Additional Information

A. Contractor Information

1. State of Hawaii Specialty Contractor's C-15 and C-25 License Numbers: \_\_\_\_\_

2. Permanent Office Address: \_\_\_\_\_

\_\_\_\_\_

3. Telephone Number: \_\_\_\_\_(Answering services are not acceptable)

4. Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification descriptions?

No \_\_\_\_\_ Yes \_\_\_\_\_ If yes, list similar positions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Comprehensive Insurance coverage will be provided by:

Carrier	Policy No.	Agent
Commercial General Liability		
Workers Compensation		
Temporary Disability		
Prepaid Health Care		
Unemployment Insurance: State of Hawaii I.D. No.		

(Check one) Insurance Certificate is \_\_\_\_ / is not \_\_\_\_ attached.

C. Subcontractors:

Offeror shall provide below information regarding subcontractor(s), if any to be used for this IFB.

Company Name and Address	Contact Person	Phone/Fax/email
Name & Qualifications of person who will be performing the work.		Contractor's License No.

D. References:

Names and address of three companies or government agencies, other than the Judiciary, for which the undersigned has provided or is currently providing maintenance services. Refer to Offeror Qualification section, of the enclosed Special Provisions.

References:

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



## WAGE CERTIFICATE

Subject: PROPOSAL NO.: J17000

Description of Project: PROVIDE MAINTENANCE SERVICES OF THE ELECTRONIC SECURITY SYSTEM AT THE KAPOLEI COURTHOUSE AND JUVENILE DETENTION FACILITY.

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. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work. In the event of an increase in wages for public employees performing similar work during periods of the contract, Contractor shall be obliged to provide wages not less than those increased wages.
  
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 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: \_\_\_\_\_