



Office of the Administrative Director – Financial Services Department

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Dean H. Seki
FINANCIAL SERVICES
DIRECTOR

February 26, 2018

MEMORANDUM

TO WHOM IT MAY CONCERN:

FROM: Dean H. Seki, Financial Services Director /s/ Dean H. Seki

SUBJECT: ADDENDUM NO. 1
REQUEST FOR PROPOSAL (RFP) J18226
TO PROVIDE CONTINUOUS ALCOHOL MONITORING SERVICES

Transmitted herewith is a copy of Addendum No. 1 providing the following:

- Questions and Answers for the above project

Should you have any technical questions regarding this Addendum, please call Ms. Janice Bennett, Ph. (808) 441-8901 or Janice.S.Bennett@courts.hawaii.gov. Other questions may be directed to Ms. Tritia Cruz of the Judiciary Contracts & Purchasing Office at (808) 538-5805, or Tritia.L.Cruz@courts.hawaii.gov.

ADDENDUM NO. 1

RFP J18226

TO PROVIDE CONTINUOUS ALCOHOL MONITORING SERVICES

The items listed hereunder are hereby made a part of RFP J18226 for the above project, and shall govern the work taking precedence over previously issued specifications governing the items mentioned.

QUESTIONS AND ANSWERS:

Q1: May we please have a listing of the company names who have submitted questions, included with the answers to questions?

A1: Vendors who have submitted questions to RFP J18226 are SCRAM of California, Inc. and Sentinel Offender Services, LLC. All responses to questions submitted for RFP J18226 will be issued through an addendum and made available to all vendors.

Q2: Upon the basis that the incumbent Judiciary contract #14-03 for electronic monitoring has been approved by the Hawaii State Procurement Office (SPO), is in good standing, and already includes Continuous/Transdermal Alcohol Monitoring Services, specifically why has Judiciary issued this RFP and NOT utilized this incumbent contract?

A2: A Request for Proposal (RFP) was issued to procure Continuous Alcohol Monitoring Services because there are different requirements than those set forth in the SPO Pricelist contract #14-03. Also, utilizing the SPO Pricelist is optional to State agencies.

Q3: The majority of government entities soliciting/evaluating electronic monitoring for alcohol monitoring programs evaluate both (a) Continuous/Transdermal Alcohol Monitoring technology (CAM) as well as the latest, most advanced (b) Mobile/Remote Breath Alcohol Monitoring technology and (Mobile Breath) and ultimately selected Mobile Breath technology based on the numerous benefits it offers over CAM, including but not limited to the following benefits:

- CAM costs significantly more than Mobile Breath thus more participants can afford/use/participate in Mobile Breath
- CAM requires an ankle-worn bracelet that is only water resistant and must NOT be submerged in water thus inhibiting participant activities and resulting in being prone to tampering and lost, damaged and stolen equipment, Mobile Breath does NOT require any body-worn equipment
- CAM requires an in-home monitoring unit prone to tampering and lost, damaged and stolen equipment, Mobile Breath does NOT require any in-home equipment
- CAM requires the participant to have a home phone line or participants without home phone lines pay a higher cost for an additional/modular

cellular unit, Mobile Breath is entirely cellular eliminating the need for participant home phone lines

- CAM can only provide participant presence/absence at their home location, Mobile Breath provides the participant's GPS location at the time of each test both at home and while away
- CAM offers no capability for remote officer communications with the participant, leading Mobile Breath units offer the officer the ability to send text messages to the participant from the web-based information system to the Mobile Breath unit plus the ability for the participant to press an acknowledgment button on the Mobile Breath unit thereby recording time/date stamped acknowledgement event within the web-based system
- IMPORTANT: The CAM bracelet can only report alcohol events to the CAM in-home unit thus alcohol events detected while the participant/bracelet are away from home/in-home unit incur delayed notification (sometimes hours) until such time as the participant/bracelet returns within range of the CAM in-home unit, Mobile Breath units have internal cellular reporting capable of reporting alcohol events immediately regardless of location

Upon the basis of these points:

Q3a: Is there any reason The Judiciary is NOT evaluating both Mobile/Remote Breath Alcohol Testing as well as Continuous/Transdermal Alcohol Monitoring?

A3a: Pursuant to Act 201 2017 Session Laws of Hawaii, the Judiciary shall establish and administer a statewide program relating to oversight of all continuous alcohol monitoring devices. Continuous alcohol monitoring device means any device or instrument that:

1. Is attached to the person;
2. Is designed to automatically test the alcohol content in a person by contact with the person's skin at least once per one-half hour regardless of the person's location;
3. Detects the presence of alcohol; and
4. Detects attempts to tamper with, obstruct, or remove the device.

Q3b: To enable The Judiciary the capability to evaluate the latest, most advanced technologies, may Proposers additionally include technical information and pricing within their proposals regarding Mobile/Remote Breath Alcohol Testing for evaluation/consideration by The Judiciary?

A3b: RFP proposals shall be evaluated based upon the required specification set forth in RFP J18226.

Q4: As presently written, the RFP appears to require the Contractor to establish its own staff, in all five (5) locations, on four (4) different islands for an initial maximum “*estimated number of total participants statewide per year is twenty-five (25)*” with the only mechanism for remuneration being “*The offenders/defendants are solely responsible for all costs associated with the continuous alcohol monitoring devices and services*” (Emphasis: No apparent funds appropriated for subsidy by The Judiciary). We respectfully point out that for any/all leading Continuous/Transdermal Alcohol Monitoring provider(s), this ratio of cost factors/business case will likely result in a participant-paid unit/day price that will prove too costly for the majority of participants to afford, thus making the program non-viable. As such, the majority of new programs commonly beginning with such small participant volumes initially structured as state/agency-paid and state/agency-operated (state-staff performing enrollment, equipment installation/maintenance, participant fee-collections, case management, etc.) until such time as each program site/location justifies an average daily population of approximately thirty (30) participants at which time it would become viable to consider transition to a participant-paid, Contractor-operated, structure. These points made, to enable the Judiciary the capability to additionally evaluate pricing for such alternate approaches, in addition to the current RFP price structure, may Proposers additionally include pricing for state/agency-paid and state/agency- operated structure for evaluation/consideration by The Judiciary?

A4: RFP proposals shall be evaluated based upon the required specification set forth in RFP J18226.

Q5: **1.1 INTRODUCTION** calls out “Under Act 201, all costs associated with the continuous alcohol monitoring devices and services shall be paid for by the users. Services shall be provided on the Island of Oahu, the Island of Maui, the Island of Kauai, the Island of Hawaii (Kona) and the Island of Hawaii (Hilo).” Additionally, **2.1. SCOPE** calls out “The offenders/defendants are solely responsible for all costs associated with the continuous alcohol monitoring devices and services.” Additionally, **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “vi. Collecting offender/defendant payments for service.” Additionally, **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “The Contractor shall provide partial financial relief for any charges to persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act.” Additionally, **3.14. INVOICING AND PAYMENT** calls out “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 shall provide partial financial relief for any charges to persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act."

We have questions regarding Offender- Paid elements of the RFP:

Q5a: In lieu of "collect monies through the United States Postal Service" and/or "bill all offenders for the cost of monitoring in monthly increments" may The Judiciary/Contractor require participants to pay two (2) weeks advance payment at the time of initial enrolment and require participant's to either (a) make payments via phone call to Contractor's payment call center on a weekly or bi-weekly basis and/or (b) require participants to report in person and make payments at to Contractor on a weekly or bi-weekly basis?

A5a: Vendors shall propose their method or procedures for collection of fees from individuals being monitored. Proposals shall be evaluated based upon the required specification set forth in RFP J18226.

Q5b: Will you please define and qualify in detail what The Judiciary defines as "partial financial relief"?

A5b: The requirement to provide partial financial relief to certain qualified individuals is set forth in Act 201, but is not defined. As such, the vendor may propose methods of providing financial assistance to qualified individuals that will enable them to participate in the continuous alcohol monitoring program.

Q5c: To whom (The Judiciary? Contractor? Other?) shall "persons who apply for such assistance"?

A5c: Defendants shall apply with the Contractor for partial financial relief to Cam services.

Q5d: Who is responsible for (The Judiciary? Contractor? Other?) assessing/determining participant qualifications with regard to "persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act"?

A5d: The vendor will be responsible to assess/determine participant qualifications with regards to "persons who apply for such assistance and who are recipients, at the

time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act”

- Q5e: With regard to “at the time of arrest”, is this indicative that persons who do NOT qualify at the “at the time of arrest” however, may qualify at some time during their term under CAM supervision do or do NOT have a means of being reassessed during their term of CAM supervision and, if SO, who is responsible for re-assessing such persons (The Judiciary? Contractor? Other? – Please define in detail)
- A5e: Yes, defendants may be reassessed during their term of CAM supervision to qualify with regards to “persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act”. The vendor will be responsible for re-assessing such persons.
- Q5f: Are unpaid Offender-Paid charges paid for by The Judiciary at the end of each month?
- A5f: No.
- Q5g: What annual dollar amount does The Judiciary have budgeted for this contract? = \$_____/year
- A5g: The Judiciary currently has no funding budgeted for this contract and does not know the probability of future funding.
- Q5h: If NONE, what steps will The Judiciary take to ensure the Contractor does not suffer continued revenue losses?
- A5h: The Judiciary currently has no funding budgeted for this contract and does not know the probability of future funding, and therefore, no steps are outlined.
- Q5i: If NONE, what steps will The Judiciary take to ensure that the majority of all participants referred to the program are NOT “persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act”?
- A5i: The Judiciary cannot ensure the majority of all participants referred to the program are not “persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or

Developmentally Disabled Assistance and Bill of Rights Act”

Q5j: Are offenders assessed/enrolled as Offender-Paid with the ability to pay, who do NOT pay, removed from the program or promptly moved to a Judiciary-Paid program segment?

A5j: All changes to participants’ enrollment in the program shall be determined by the courts.

Q5k: If not, what steps will The Judiciary take to ensure the Contractor does not suffer continued revenue losses for participant non-payment?

A5k: All changes to participants’ enrollment in the program shall be determined by the courts.

Q6: **1.2. SIGNIFICANT DATES** calls out “*The significant dates for this project are as follows:*

<i>Advertisement</i>	<i>2/13/2018</i>
<i>Deadline for Questions</i>	<i>2/21/2018</i>
<i>Response to Written Questions</i>	<i>3/5/2018</i>
<i>PROPOSALS DUE</i>	<i>3/13/2018</i>
<i>Tentative Contract Award Date</i>	<i>March 2018</i>
<i>Tentative Contract Start Date</i>	<i>04/01/2018”</i>

We have questions regarding the RFP scheduling of events:"

Q6a: Will Judiciary distribute to all prospective vendors, The Judiciary’s answers to questions asked by all prospective vendors?

A6a: All responses to questions submitted for RFP J18226 will be issued through an addendum and make available to all vendors.

Q6b: What method will Judiciary use to distribute those answers (Email? Fax? Website and, if so, specifically what website)?

A6b: All responses to questions submitted for RFP J18226 will be posted on the Judiciary and State Procurement Office website.

Q6c: Please consider that The Judiciary’s answers to questions can have substantial impact on proposal content and direction, including but not limited to potentially varying which model of technology is proposed, thus The Judiciary’s answers could warrant potential re-write of entire proposal responses to the RFP Specifications. These points made, will The Judiciary please extend the proposal due date to allow a minimum of two (2) weeks from the posting/distribution of final

addendum/answers to questions until the proposal due date?

A6c: Any changes to RFP J18226, including proposal due date, shall be issued through an addendum.

Q6d: In lieu of attending the opening in person, are the names of proposers accessible after proposal opening via The Judiciary web site (such as a bid tabulation) or via phone or via email request?

A6d: Request for Proposal (RFP) solicitations do not have bid tabulations. The names of proposers are accessible via email request after an award has been issued.

Q6e: Specifically when do technical proposals become public record?

A6e: Proposals become public record after a contract is executed from the RFP.

Q6f: Specifically when do price proposals become public record?

A6f: Proposals become public record after a contract is executed from the RFP.

Q6g: What is The Judiciary's preferred method for interested parties to request access to such public records and who is the contact person/contact details to whom such requests should be submitted?

A6g: Requesting access to proposals shall be directed to the Contracts and Purchasing Office at 808-538-5805. Requesters shall be assessed a charge for all hard copies.

Q6h: Will Judiciary conduct proposer oral presentations as part of this evaluation?

- i. If so, will oral presentations occur with: All proposers? A group of proposer finalists? Only with the proposed awardee?
- ii. Approximately what dates are oral presentations anticipated to occur?

A6h: No. Judiciary will not conduct proposer oral presentation as part of the evaluation.

Q6i: Will Judiciary conduct functional testing as part of this evaluation?

- i. If so, will functional testing occur with: All proposers? A group of proposer finalists? Only with the proposed awardee?
- ii. When will Judiciary notify proposers they have been selected for functional testing? - To allow proper time for preparation/travel arrangements and shipping of necessary equipment, will Judiciary please provide at least two (2) weeks advance written notice of the need for functional testing?
- iii. Specifically how will functional testing factor into the RFP evaluation criteria and specifically how many evaluation points are attributed to functional testing?
- iv. Will actual offenders/participants or only Judiciary officers/staff/users

- participate in functional testing?
- v. Acknowledging that each proposer's methodology is different, will Judiciary please provide ample time (3 hours) for advance proposer training of Judiciary staff who will participate in functional testing?

A6i: No. Judiciary will not conduct functional testing as part of the evaluation.

Q6j: Does The Judiciary anticipate conducting Best and Final Offers as part of this RFP?

- i. If so, will Best and Final Offers occur with: All proposers? A group of proposer finalists? Only with the proposed awardee?
- ii. Approximately when in the RFP schedule and what date are Best and Final Offers anticipated to occur?

A6j: No. Judiciary will not be conducting a Best and Final Offer.

Q6k: Approximately what date in "March 2018" is the notice of award/award anticipated to occur?

A6k: The notice of award/award is anticipated to be issued within the last two (2) weeks in March.

Q6l: Will Judiciary notify all proposers of an intent to award/award and, if so, what method will The Judiciary use to notify proposers (Email? Fax? Website and, if so, specifically what website)?

A6l: Judiciary will not issue an intent to award/award.

Q6m: What is the end date of the incumbent Judiciary CAM contract?

A6m: Judiciary does not have an incumbent CAM contract.

Q6n: What is The Judiciary's target date to complete transition/enrollment of all program participants onto CAM?

A6n: Judiciary currently does not have a CAM contract. Therefore, there are no program participants to transition onto CAM. Pursuant to Act 201, the act shall take effect on January 1, 2018, respectively if and when contract is awarded.

Q7: **2.1. SCOPE** calls out "Contractor is required to provide the equipment and all related services, such as installation and removal of devices, monitoring, troubleshooting, maintenance, data collection and reporting." Additionally **2.2 CUSTOMER SUPPORT REQUIREMENTS** calls out "1. CONTRACT ACCESSIBILITY...b. Contractor is required to retain employees and/or subcontractors who are adequately trained and equipped to fit offenders/defendants with continuous alcohol monitoring devices from Monday to

Friday, 7:45 a.m. to 4:30 p.m., excluding State holidays. The devices must be fitted to offenders/defendants on site at the following locations: Oahu, Maui, Kauai, Hawaii (Kona) and Hawaii (Hilo)....2. PROVISION OF EQUIPMENT AND SERVICES...c. Contractor must fit persons who are ordered to obtain a continuous alcohol monitoring device with the device within five (5) business days of the person's initial court appearance, or as soon thereafter as is practicable. However, Contractor must fit the continuous alcohol monitoring device on the person no later than fifteen (15) calendar days from the person's initial court appearance, unless Contractor establishes that circumstances beyond its control prevented it from meeting this deadline. d. The Contractor shall repair and/or replace defective or malfunctioning parts and/or equipment within one (1) business day after the notice or knowledge of a malfunction or failure that may impede or interrupt continuous alcohol monitoring services. The Contractor shall notify the designated Judiciary officer immediately upon completion of the repair and/or replacement. The Contractor shall not charge the Judiciary for any costs incurred due to the repair or replacement of parts and/or equipment." We have several questions related to the contractor installation/removal of equipment, troubleshooting of equipment, servicing equipment in the field, removal of equipment:

Q7a. How will the contractor be provided with the request for installation (Web-based enrollment? E-mail? Other?)

A7a: The Judiciary has not developed procedures, at this time, on how the contractor will be provided with the request for installation. Procedures shall be developed prior to contract execution.

Q7b: During what days of the week and what hours of those days are installations to be conducted for The Judiciary (Example: Monday – Friday 8AM-5PM HST)?

A7b: RFP J18226, Section 2.3 Customer Support Requirements, 3. DUTY TO COLLABORATE and 4. USE OF JUDICIARY FACILITIES TO INSTALL EQUIPMENT AND PROVIDE SERVICES state:

3. DUTY TO COLLABORATE

Contractor shall collaborate with the Judiciary to determine further duties/responsibilities for employees and/or subcontractors. The Judiciary reserves the option to adjust future operational hour requirements based upon business needs.

4. USE OF JUDICIARY FACILITIES TO INSTALL EQUIPMENT AND PROVIDE SERVICES

Any Contractor who proposes to install the continuous alcohol monitoring devices and/or perform services required under this RFP at Judiciary facilities must include that information in its proposal. The Contractor who performs services and

conducts business at Judiciary facilities must comply with the requirements of Sections 3.7 (Insurance) and 3.16 (Security Background Check) of the Special Provisions.

The Contractor shall accommodate the service requirements of the offenders/defendants during normal business hours of Monday through Friday, 7:45 a.m. to 4:45 p.m. The Judiciary reserves the option to adjust future operational hour requirements based upon business needs.

Q7c: Are in-home installations ever required and, if so, what circumstances warrant in-home installation?

A7c: Although in-home installations are not likely anticipated, Contractor shall assess if and when in-home installations are required.

Q7d: If Contractor is required to perform installations at the participant's home, what programmatic circumstances does the participant face that will ensure that the participant stays home until the installer arrives?

A7d: Circumstances will be determined by the court.

Q7e: What advance steps does The Judiciary take to confirm the participant is at the residence before sending the Contractor?

A7e: None

Q7f: What days of the week/hours of the days is the Contractor required to make service calls?

A7f: RFP Section 2.2.2.d states the following:
The Contractor shall repair and/or replace defective or malfunctioning parts and/or equipment within one (1) business day after the notice or knowledge of a malfunction or failure that may impede or interrupt continuous alcohol monitoring services. The Contractor shall notify the designated Judiciary officer immediately upon completion of the repair and/or replacement. The Contractor shall not charge the Judiciary for any costs incurred due to the repair or replacement of parts and/or equipment.

Q7g: What events warrant Contractor involvement at the participant's home and does the officer accompany the installer for each?

A7g: Contractor shall determine if their involvement is warranted at the participant's home. There will be no officer to accompany the installer.

Q7h: How many total new installations are anticipated each month?

- A7h: Pursuant to RFP J18226, Section 3.4 – Quantity:
The estimated number of total participants statewide per year is twenty-five (25) in the following locations: Oahu, Maui, Kauai and Hawaii. Because the Court has the discretion to determine if a person should be ordered to wear a continuous alcohol monitoring device, the number on each island cannot be determined; however, the estimated distribution is Oahu (12), Maui (5), Kauai (2) and Hawaii (6).
- Q7i: Is The Judiciary open to requiring offenders/participants to return the monitoring equipment to the applicable Judiciary and/or Contractor office upon successful release from the monitoring program whereby a Contractor installer can make regular trips to offices to retrieve equipment?
- A7i: At this time offenders/participants shall return the monitoring equipment to the Vendor.
- Q7j: With regard to equipment retrievals, is The Judiciary open to revisiting the program guidelines governing a participant's compliant termination until the equipment is returned (either at the participant's home, the court, or at a Judiciary or Contractor office?)
- A7j: No, not at this time.
- Q7k: What percentage of contractor equipment retrievals occur for each scenario:
i. Participant equipment return to Judiciary or Contractor offices? = ____%
ii. Contractor pick-up at participant homes? = ____%
- A7k: This is a new service for the Judiciary; therefore we do not have data available.
- Q7l: How many retrievals at the participant's home are processed each month?
- A7l: This is a new service for the Judiciary; therefore we do not have this data available.
- Q7m: How many participants return units to Judiciary or Contractor offices each month?
- A7m: This is a new service for the Judiciary; therefore we do not have this data available.
- Q7n: Who will investigate equipment tampers (Judiciary officer? Contractor?) If the Contractor, please define the specific steps The Judiciary requires to be taken.)
- A7n: The Vendor will report all equipment tampering to parties designated by the Judiciary. The designated parties will receive the report from the Vendor and determine if an investigation is warranted.

- Q8: **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “4. USE OF JUDICIARY FACILITIES TO INSTALL EQUIPMENT AND PROVIDE SERVICES”. Any Contractor who proposes to install the continuous alcohol monitoring devices and/or perform services required under this RFP at Judiciary facilities must include that information in its proposal. The Contractor who performs services and conducts business at Judiciary facilities must comply with the requirements of Sections 3.7 (Insurance) and 3.16 (Security Background Check) of the Special Provisions.
- Q8a: Will The Judiciary provide office space for Contractor staff to perform services for Continuous Alcohol Monitoring at Judiciary facilities?
- A8a: The Judiciary is willing to provide a work space for the Contractor, as needed. Due to the small number of anticipated clients during the initial period of the contract, it is not likely that the Contractor will need a dedicated office space at any of the Judiciary’s facilities on a daily basis. The Judiciary will make a work space available to Contractor as needed, provided that the Contractor submits an “Application for Use of Judiciary Facilities” and gives advance notice to the designated Judiciary representative whenever a work space is needed. A copy of the “Application for Use of Judiciary Facilities” is attached.
- Q8b: If SO, how much office space with The Judiciary provide in each specified location:
- i. Island of Oahu = ___square feet of Judiciary office space for Contractor staff
 - ii. Island of Maui = ___square feet of Judiciary office space for Contractor staff
 - iii. Island of Kauai = ___square feet of Judiciary office space for Contractor staff
 - iv. Island of Hawaii (Kona) = ___square feet of Judiciary office space for Contractor staff
 - v. Island of Hawaii (Hilo) = ___square feet of Judiciary office space for Contractor staff
- A8b: The Judiciary will not provide a dedicated office space to the Contractor. A work space will be provided to the Contractor on an as needed basis and the work space that is assigned may vary, depending on room availability.
- Q8c: If SO, is this space provided to the Contractor at no cost?
- A8c: There may be user charges, e.g. \$100, associated with the “Application for Use of Judiciary Facilities.”

Q8d: If NOT, specifically what cost will the Contractor be required to pay the Judiciary for Judiciary office space in each specific locations?: how much office space with The Judiciary provide in each specified location:

- i. Island of Oahu = \$____ monthly fee for Judiciary office space Contractor staff
- ii. Island of Maui = \$____ monthly fee for Judiciary office space Contractor staff
- iii. Island of Kauai = \$____ monthly fee for Judiciary office space Contractor staff
- iv. Island of Hawaii (Kona) = \$____ monthly fee for Judiciary office space Contractor staff
- v. Island of Hawaii (Hilo) = \$____ monthly fee for Judiciary office space Contractor staff

A8d: There may be user charges associated with the “Application for Use of Judiciary Facilities,” but no monthly fee.

Q8e: If NOT, is it a requirement as a condition of the award of this RFP for the Proposer/Contractor to establish its own local office at the inception of this contract in each/every one of the five (5) specified island locations?

A8e: No. Pursuant to Section 2.2, however, the Contractor is required to retain employees and/or subcontractors who are able to fit offenders/defendants on site at the following locations: Oahu, Maui, Kauai, Hawaii (Kona) and Hawaii (Hilo).

Q9: **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “3. DUTY TO COLLABORATE Contractor shall collaborate with the Judiciary to determine further duties/responsibilities for employees and/or subcontractors. The Judiciary reserves the option to adjust future operational hour requirements based upon business needs.” To enable Proposers to budget Contractor/subcontractor staffing volumes and associated Contractor staffing activities in advance of proposing, may we please have a complete and detailed list of any/all further duties/responsibilities for on-site Contractor employees and future operational hour requirements?

A9: At a minimum, it should include:

- 1) A description of the collaborative process through which technical knowledge of the device and general information about the installation process is imparted from the vendor to the Judiciary staff so that person can speak with the defendant, in general terms, about the use of the device.
- 2) The process through which the Judiciary staff can send and receive responses to questions, referral information, complaints, and general correspondence.

3) Proposed operational hours and a plan for “emergency” or contact outside of regular duty hours.

Q10: **2.6 LOSS OR DAMAGE TO EQUIPMENT/DEVICES** calls out *“In the event that Continuous Alcohol Monitoring equipment is lost or damaged as a result of the acts or omissions of the offender, Contractor shall pursue any remedies solely against the offender/defendant.”* Additionally, **SECTION FOUR PROPOSAL FORM I**. Proposal prices, calls out *“FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT...”* We have several questions related to lost/damaged/stolen equipment:

Q10a: How many Judiciary devices were lost last year?

- i. CAM Bracelets lost/damaged/stolen last year=_____?
- ii. CAM Landline In-Home Units lost/damaged/stolen last year=__?
- iii. CAM Cellular In-Home Units lost/damaged/stolen last year=_____?

A10a: This is a new service for the Judiciary; there is no data available pertaining the frequency of lost, damaged, or stolen equipment in prior years.

Q10b: Are Judiciary participants violated from the program for intentional lost/damage/stolen equipment?

A10b: This is a new service for the Judiciary; therefore we do not have this data available. Since Act 201 states that “continuous monitoring device” means any device of instrument that “(4) detects attempts to tamper with, obstruct, or remove the device” it may be inferred that there may be some type of response from the Court/Program for the intentional loss or damage to the equipment. The issue of “stolen” equipment would also be subject to review by the Court/Program.

Q10c: To avoid continued losses, will The Judiciary eliminate from program eligibility any participant who intentionally damages, steels or loses Contractor equipment?

A10c: All changes to participants’ enrollment in the program shall be determined by the courts. Intentional loss or damage to the equipment may be construed by the Court/Program as noncompliance with the conditions of release on bail since Act 201 requires “the person shall be ordered to refrain from removing, obstructing, or tampering with the device during the applicable period.” The Contractor should be prepared to demonstrate how the loss or damage was determined to be “intentional” and not due to equipment failure or malfunction.

Q10d: Losses impact every vendor's pricing on this contract as every vendor must attempt to factor lost/damaged/stolen equipment into their price proposal. May vendors charge participants the replacement prices for each component of equipment as identified in **SECTION FOUR PROPOSAL FORM, I. Proposal prices "FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT"**?

A10d: Yes, Contractor may charge participants the replacement prices for each component of equipment as identified in **SECTION FOUR PROPOSAL FORM, I. Proposal prices "FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT"** Act 201 does state that "all costs associated with the device, including administrator and operating costs, shall be paid for by the person, except that the vendor shall provide partial financial relief for any charges to persons who apply for such assistance and who are recipient, at the time of arrest, of either food stamps..."

Q11: **2.11 TRAINING/ORIENTATION** calls out "*The Contractor shall agree to provide, at no additional cost, full employee training regarding current services, interpreting reports, web based service (if applicable), etc. and any supplemental training as needed. Under this paragraph, training needs will be determined and approved by The Judiciary.*" We have questions regarding training for Judiciary staff:

Approximately how many Judiciary staff require to be trained in each location?

- Island of Oahu = Judiciary staff require to be trained
 - Minimum of four Judiciary staff, and one supervisor
- Island of Maui = Judiciary staff require to be trained
 - Minimum of one staff member and one supervisor
- Island of Kauai = Judiciary staff require to be trained
 - Minimum of one staff member and one supervisor
- Island of Hawaii (Kona) = Judiciary staff require to be trained
 - Minimum of one staff member and one supervisor
- Island of Hawaii (Hilo) = Judiciary staff require to be trained
 - Minimum of one staff member and one supervisor

A11: This is a new service for the Judiciary, an estimate of the minimum number of Judiciary staff to be trained on each island (or each county) is listed above. The Judiciary reserves the right to increase or decrease the number of staff to be trained, as needed.

Q11b: To enable vendors to budget recurring training costs in their proposals, following initial training, approximately how frequently is Judiciary state-wide training anticipated to be required?

A11b: At a minimum, within thirty (30) days of the execution of the contract, and annually, thereafter. Additional training may be requested from the Judiciary if all of the staff trained in a specific area are no longer involved in the Program.

Q11c: Is training conducted at Judiciary facilities? If NOT, where and at whose expense?

A11c: The Contractor may request space within a Judiciary facility in which to conduct the training. Any expenses, other than those related directly to the use of the space (i.e., electricity, water, telephone, etc.) will be borne by the Contractor. Contractor would need to submit an "Application for Use of Judiciary Facilities" and give advance notice to the designated Judiciary representative whenever a work space is needed. A copy of the "Application for Use of Judiciary Facilities" is attached.

Q11d: For initial training, is Judiciary open to interactive webinar training sessions conducted with a live/remote contractor trainer?

A11d: Yes, Judiciary is open to interactive webinar training sessions conducted with a live/remote contractor trainer. The preference for initial training is to have a "live" demonstration of the use, installation, and capabilities of the equipment, and how to initiate a request for installation and how to read/interpret the monitoring reports. If the initial training is to be done by "remote", the Contractor should include a plan for how Judiciary staff will be able to get "hands-on" experience with these processes.

Q11e: For refresher training sessions, is Judiciary open to interactive webinar training sessions conducted with a live/remote contractor trainer?

A11e: Yes, Judiciary is open to interactive webinar training sessions conducted with a live/remote contractor trainer. The preference for refresher training is to have a "live" demonstration of the use, installation, and capabilities of the equipment, and how to initiate a request for installation and how to read/interpret the monitoring reports. If the refresher training is to be done by "remote", the Contractor should include a plan for how Judiciary staff will be able to get "hands-on" experience with these processes if Judiciary staff feel the need for additional training.

Q12: **SECTION THREE SPECIAL PROVISIONS calls out "3.4 QUANTITY** *The estimated number of total participants statewide per year is twenty-five (25) in the following locations: Oahu, Maui, Kauai and Hawaii. Because the Court has the discretion to determine if a person should be ordered to wear a continuous alcohol monitoring device, the number on each island cannot be determined; however, the estimated distribution is Oahu (12), Maui (5), Kauai (2) and Hawaii (6).*"

Q12a: By "*The estimated number of total participants statewide per year is twenty-five (25)*" is this intended to be the total number of participant passing through the program in a given year or is this intended to be the anticipated average daily

population of participants in the program?

A12a: This is a new service for the Judiciary. The numbers identified in the RFP are an estimate only. The Contractor may include service/staffing plans which could accommodate as few as ten individuals per island and as many as 25 per island. A description of plans for expansion or contraction of the employees/subcontractors may be included to allow for the increase or decrease in demand per island. There are no additional pending initiatives which would guarantee the increase in the demand for services.

Q12b: Is this an incumbent Judiciary contract or a new Judiciary contract?

A12b: This is a new Judiciary contract.

Q12c: If an incumbent Judiciary contract, how many participants as an average daily population are in each specified location:

- i. Island of Oahu = ___ current participants as an average daily population
- ii. Island of Maui = ___ current participants as an average daily population
- iii. Island of Kauai = ___ current participants as an average daily population
- iv. Island of Hawaii (Kona) = __ current participants as an average daily population
- v. Island of Hawaii (Hilo) = __ current participants as an average daily population

A12c: This is not an incumbent Judiciary contract. This is a new service for the Judiciary; therefore we do not have this data available.

Q12d: Are there any pending initiatives that may increase or decrease Judiciary use of Continuous Alcohol Monitoring and, if so, will you please indicate each with an anticipated impact timeline and associated percentage of increase/decrease by technology type?

A12d: At this time, Judiciary has no knowledge of pending initiatives that may increase or decrease Judiciary use of Continuous Alcohol Monitoring.

Q12e: How many participants as an average daily population are anticipated to be in use in each specified location within six (6) months from the inception of this contract?:

- i. Island of Oahu = ___ participants as an average daily population in use within six (6) months from inception of the new contract
- ii. Island of Maui = ___ participants as an average daily population in use within six (6) months from inception of the new contract
- iii. Island of Kauai = ___ participants as an average daily population in use within six (6) months from inception of the new contract
- iv. Island of Hawaii (Kona) = __ participants as an average daily population in use within six (6) months from inception of the new contract

- use within six (6) months from inception of the new contract
- v. Island of Hawaii (Hilo) = ___participants as an average daily population in use within six (6) months from inception of the new contract

A12e: The number of participants as an average daily population to be used in each specified location within six (6) months will be determined by the courts.

Q12f: How many participants as an average daily population are anticipated to be in use in each specified location within twelve (12) months from the inception of this contract?:

- i. Island of Oahu = ___participants as an average daily population in use within twelve (12) months from inception of the new contract
- ii. Island of Maui = ___participants as an average daily population in use within twelve (12) months from inception of the new contract
- iii. Island of Kauai = ___participants as an average daily population in use within twelve (12) months from inception of the new contract
- iv. Island of Hawaii (Kona) = ___participants as an average daily population in use within twelve (12) months from inception of the new contract
- v. Island of Hawaii (Hilo) = ___participants as an average daily population in use within twelve (12) months from inception of the new contract

A12f: The number of participants as an average daily population to be used in each specified location within twelve (12) months will be determined by the courts.

Q13: **3.8. EVALUATION calls out** “2. *Price: The lowest offered price consistent with the requirements specified in the RFP will be awarded 30 points. Remaining proposals will be awarded a proportionate number of points based on the amount of difference between the two quoted prices. (Maximum points = 30 points).*” Additionally, **SECTION FOUR PROPOSAL FORM, I. Proposal prices** calls out fourteen (14) line items to for the Proposer to enter prices.

Q13a: Specifically how will The Judiciary use the fourteen (14) line items on **SECTION FOUR PROPOSAL FORM, I. Proposal prices** to calculate the “3.8 Evaluation Criteria” for “Price:....30 Points”?

A13a: Specific to the calculation of score of 30 points to be awarded to the proposal with the lowest offered price, the Judiciary procurement rules state that the “proposal with the lowest cost factor shall receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest must have a lower rating for cost. If a numerical rating system is used to evaluate the cost factor, the points allocated to the high-priced proposals shall be equal to the lowest proposal cost price multiplied by the maximum points available for prices, divided by the higher proposal price.”

The cost for lost, damaged, or stolen equipment will not be factored into the scoring since the cost of replacement is to be borne by the defendant or the vendor as specified in Act 201.

Q13b: Will "*ADDITIONAL FEES*" factor as equally as "*Unit Price Per Day*" into calculating the "*3.8 Evaluation Criteria*" for "Price:.....30 Points"?

A13b: "Additional Fees" may be taken into consideration when awarding points if the additional fees" result in a change to the overall monthly/daily cost to the defendant.

Q13c: If NOT specifically how will "*ADDITIONAL FEES*" factor into calculating the "*3.8 Evaluation Criteria*" for "Price:.....30 Points"?

A13c: Additional Fees and Fees for Replacing Lost, Damaged and/or Stolen Equipment will constitute 20% of the cost evaluation.

Q13d: Will "*FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT*" factor as equally as "*Unit Price Per Day*" into calculating the "*3.8 Evaluation Criteria*" for "Price:.....30 Points"?

A13d: No, Fees for Replacing Lost, Damaged and/or Stolen Equipment will not be calculated as equally as Unit Price Per Day for evaluation purposes.

Q13e: If NOT specifically how will "*FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT*" factor into calculating the "*3.8 Evaluation Criteria*" for "Price:.....30 Points"?

A13e: Additional Fees and Fees for Replacing Lost, Damaged and/or Stolen Equipment will constitute 20% of the cost evaluation.

Q14: Notification is a key cost factor to all leading tracking companies and the following answers directly impact cost and ultimately impacts proposal pricing in response to this RFP:

Q14a: May we please have a complete copy of The Judiciary's current notification protocols? If The Judiciary is uncertain of this information, the incumbent CAM contractor has it and is required under contract to provide this information to The Judiciary. To ensure a high level competition, we respectfully request, where necessary, that The Judiciary obtain this data from the incumbent contractor and share it with all prospective bidders via response to this question.

A14a: Judiciary does not have a current notification protocol or an incumbent CAM contractor to provide this information. There is no established "call list" at this time.

Once the contract is executed, Judiciary staff will be identified and the “call list” and notification protocols will be established and sent to the Contractor. It is currently anticipated that notification of violations will be limited to “normal duty hours” and the process for notification may be telephonic and/or via fax or other approved electronic form of submission. The protocol for reporting violations which occur during Judiciary non-duty will also be established at the time the contract is executed. These protocols will be considered part of paragraph 11 2.1 “Additional duties and responsibilities”.

Q14b: What percentage of The Judiciary’s overall participants will involve live monitoring center operator notifications that must be escalated to multiple Judiciary staff until staff confirms receipt of the alert and/or clear the alert? = _____% of the overall participants.

A14b: RFP J18226 does not require live monitoring center operator notifications or confirmed receipt.

Q14c: What percentage of The Judiciary’s overall participants will involve automated alert notification withOUT live monitoring center operator notifications and withOUT escalation to multiple Judiciary staff until staff confirms receipt of the alert and/or clear the alert? = _____% of the overall participants.

A14c: 100% of the Judiciary’s overall participants will involve automated alert notification withOUT live monitoring center operator notifications and withOUT escalation to multiple Judiciary staff until staff confirms receipt of the alert and/or clear the alert.

Q15: At numerous points throughout the RFP/Specifications it calls out the word “shall” and “must” indicative of mandatory requirements that must be met or the proposal may be rejected, while others call out “should” or “may” that would be preferred (not mandatory) and in their absence the proposal may be scored down. We have several questions here:

Q15a: Acknowledging that each manufacturer uses unique methodology to accomplish essentially the same overall objective, with regard to the RFP’s use of the words “shall” and “must”, how will The Judiciary treat proposals to such items that do not address such requirements as worded and/or offer advanced and/or alternate methodologies for accomplishing the same overall objectives? (Examples: Will The Judiciary reject the proposal for any such deviances? Will The Judiciary evaluate all proposals received and potentially score down those that do not address *shall/must* requirements as specified or use more advanced approaches?) Please define in detail.

A15a: The Judiciary is accustomed to the following interpretations: “Shall” and “must” are requirements and failure to address or include these items may result in a lower score or being scored as “non-responsive” to the specific item.

These should be considered “mandatory”. “Should” and “may” are interpreted as optional with “should” being strongly advised. Responses which address items that include “should” or “may” will receive a higher score. These should be considered “preferred”. Not responding to the RFP specification requirements will impact the Contractor’s RFP evaluation score.

Q15b: Is it mandatory that proposals meet all requirements prefaced with “*shall*” and “*must*”?

A15b: Yes.

Q15c: If so, will Judiciary reject proposals that fail to meet the requirements prefaced by “*shall*” and/or “*must*”?

A15c: Not responding to the RFP specification requirements will impact the Contractor’s RFP evaluation score.

Q15d: If NOT, how will Judiciary determine compliance with their Scope of Work and score proposals accordingly?

A15d: Proposal evaluations shall be conducted by the evaluation committee members.

Q15e: If NOT, specifically which items are mandatory and which are NOT mandatory rather, preferred?

A15e: Requirements set forth in RFP J18226 are mandatory, unless otherwise specified.

Q16: **3.6 SUBMISSION OF PROPOSALS** calls out:

Offerors shall submit four (4) copies (1 original, 3 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
Director 1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Tritia Cruz*

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. +3) of your entire offer packet, offers may be submitted on CD or flash drive (4 copies) 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."

If proposals are submitted online via "on CD or flash drive" or submitted "via electronic submittal" sufficient for a responsive submittal or is the submittal of "four (4) copies (1 original, 3 copies) of the Proposal" also/ additionally required?

- A16: If proposals are submitted via CD or Flash Drive, four (4) copies (4 CDs, and/or 4 flash drives) must be submitted as each individual CD or flash drive may be sent to different sections of the Judiciary for review. If hard copy, four (4) copies (1 original, 3 copies) of the proposal are required; it is not additionally required if the proposal is submitted via electronic submittal.
- Q17: May we please have a listing of the companies that have submitted questions for RFP J18226: *To Provide Continuous Alcohol Monitoring Services?*
- A17: All responses to questions submitted for RFP J18226 will be issued through an addendum and made available to all vendors.
- Q18: In the interest of ensuring the best possible service, will the Judiciary please consider adding a requirement that all proposed vendors list contracts terminated for non-performance, non-compliance, or any other reason in the last five years? Response should include the reason for the termination and the contract information for the agency contact.
- A18: Any changes to RFP J18226 shall be issued through an addendum.
- Q19. Currently, the only reference to a vendor's financial information is within the language for:

3.8 EVALUATION

Price: 2. Financial Stability (found on page 12) Each Offeror will be evaluated in terms of financial stability of the Offeror based on the audited financial report submitted (Maximum points=5).

In addition, in the state's **Procedural Requirements Governing Requests for Proposals:**

Section 3.1, Competency of Offeror:

A prospective offeror must be capable of performing the work for which offers are being solicited. Either before or after the deadline for an offer, Judiciary may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to offeror's ability to satisfactorily furnish the goods or services being solicited by the Judiciary. Any such inquiries shall be made and response provided in writing; responses shall be submitted over the signature of the person who signs the offer. Any offer submitted by an offeror who refuses to answer such inquiries shall be considered nonresponsive. All answers to such questions shall be handled by Judiciary on a confidential basis and shall be returned after they have served their purpose.

However, no request for vendor financial information, or instructions for format for submission, are made within RFP J18226.

Respectfully, could the Judiciary please clarify what, if any, vendor financial information should be included as a component of a bid response to RFP J18226?

If financials are to be submitted, can the Judiciary please provide details on how the Judiciary would like the financials submitted? i.e., Should they be within a specific section of the response? Should they be a separate document or an attachment within the response? Is there a preferred method for secure submission? If submitted via email, is there a specific process?

Is there a Vendor form to complete or language from the Judiciary to ensure that each vendors' financial information will remain secure and will not be made public as part of the release of technical Proposals to public record after execution of a contract?

- A19: When submitting financials, Contractor may provide their latest financial audit and information on pending litigation, which includes the nature of pending litigation and their evaluation of the likelihood of an unfavorable outcome. Contactor shall clearly identify any information "CONFIDENTIAL" as deemed necessary.

Revise Section Four Proposal Form, I Proposal prices to read as follows:

I. Proposal prices

DESCRIPTION	A. UNIT PRICE PER DAY	B. # OF DAYS	AMOUNT
Continuous Alcohol Monitoring Equipment and Services via Landline	\$ _____	365	\$ _____ (A x B)
Add-on Fee for Cellular Home Unit (for participants without landline phone service)	\$ _____	365	\$ _____ (A x B)
AMOUNT (C)			\$ _____
DESCRIPTION	A1. FEE	B1. # of PARTICIPANTS	AMOUNT
One-Time Enrollment Fee	\$ _____	25	\$ _____ (A1 x B1)
AMOUNT (D)			\$ _____
TOTAL AMOUNT (C+ D)			\$ _____

NOTE: Estimated price amounts shall include all applicable taxes and expenses (including all shipping and related transportation costs through delivery of results). TOTAL 12 MONTH AMOUNT should agree with Amount shown on page 1 of the Proposal.

ADDITIONAL FEES:

DESCRIPTION	AMOUNT
Late Payment Fee (charged for fees two weeks or more overdue)	\$ _____

FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT:

DESCRIPTION	AMOUNT
Strap for Continuous Alcohol Monitoring Bracelet	\$ _____
Continuous Alcohol Monitoring Bracelet	

	\$ _____
Continuous Alcohol Monitoring Landline Home Unit	\$ _____
Continuous Alcohol Monitoring Cellular Home Unit	\$ _____

EXPERT WITNESS FEES:

DESCRIPTION	AMOUNT
Actual Court Time	\$ _____ /Hour
Travel/Waiting Time	\$ _____ /Hour
Maximum Fee Per Day	\$ _____ /Day

THE JUDICIARY
STATE OF HAWAII 51
APPLICATION FOR USE OF JUDICIARY FACILITIES 60
60

FORM: 91-86-93
(Rev. 11/2009)

Date: _____

Applicant: _____

Organization: _____ Number of Participants: _____

Address: _____ Telephone: _____

The use of the following Facility: _____
(BUILDING AND ROOM NUMBER)
is requested for _____ from: _____
(DATE) (TIME)
for the purpose of _____

I, the undersigned, on behalf of the organization I represent, will be responsible for the proper care of the buildings, equipment, and facilities; the payment of the charges as shown below, assessed in accordance with the Judiciary policies and procedures; and complying with the conditions of use of this Judiciary facility. I further agree that all laws and Judiciary policies, including those that relate to fire regulations, alcoholic beverages, etc., will be complied with. I understand that arrangements for security coverage and payment for services must be made by me and that the name of the individual hired to provide security will be submitted at least two days prior to the scheduled event.

Applicant's Signature: _____ Date: _____

FOR OFFICIAL USE ONLY:

USER CHARGE(S): \$ _____

(Made payable to: STATE DIRECTOR OF FINANCE)

Received Check#: _____

INSURANCE REQUIRED: YES NO
SECURITY SERVICES REQUIRED YES NO

FOR: ESTIMATE: ACTUAL:

Custodial Services: \$ _____ \$ _____

Utilities: \$ _____ \$ _____

Others: \$ _____ \$ _____

*SECURITY SERVICES: \$ _____ \$ _____

(TWO sheriffs start at MINIMUM TWO HOURS / cost: \$30.00 per hour
per sheriff = \$60.00 each)

(THREE (3) or MORE SHERIFFS REQUIRED FOR 25 OR MORE)

RECOMMENDED ACTION:

- APPROVED
 APPROVED with the following revision(s)

DISAPPROVED

ACTION:

- APPROVED
 DISAPPROVED

DIVISION HEAD DATE

ADMINISTRATIVE DIRECTOR TO THE COURTS DATE

* To be determined and charged by Sheriff's Division
RO-AC-808 (2/17)

APPLICATION FOR USE OF JUDICIARY FACILITIES 10-P-1303

THE JUDICIARY
STATE OF HAWAII

FORM: 91-86-94
[Rev: 11/2009]

STATEMENT INDEMNIFYING JUDICIARY AGAINST LIABILITY CLAIM

The undersigned individual(s), group and/or organization, his or their heirs, personal representative and assigns, or its officers, directors, members, agents, employees, successors and assigns, for and in consideration of the Judiciary, State of Hawai'i permitting and allowing the use of the designated facilities jointly and severally agree(s) to indemnify and save harmless the Judiciary, State of Hawai'i against any and all loss, liability, demands, claims, suits, actions or proceedings of every name, character and description which may be suffered or incurred by or brought against the Judiciary, State of Hawai'i for or on account of any injuries or damages to any person or property received or sustained by any person, directly or indirectly, by or in consequence of the use of the facilities by the undersigned individuals(s), groups and/or organization.

Signature: _____ Date: _____

Name of Organization (if applicable) _____

Subscribed and sworn to before me this _____ day of _____, 20_____,
personally appeared _____, to me known to be the person described
in the foregoing instrument and who acknowledged that he/she executed the same as this/her free act and deed.
This one page, "Statement Indemnifying Judiciary Against Liability Claim," dated _____
at the time of notarization, was executed in the _____ Circuit of the State of Hawai'i.

Notary Public Signature

Print Name and Commission Number

My commission expires: _____

OR

Division Head

Date

CONDITION OF USE FO 02

Cancellation. The Judiciary reserves the right to cancel a previously approved application due to unforeseen Judiciary business. Any usage charge deposited will be returned to the applicant. The applicant may also cancel a reservation. However, any usage charge deposited will be returned only if the reservation is canceled prior to the date of use.

Liability. The user shall exercise due care for the public safety, and shall indemnify and hold harmless the Judiciary, its officers, agents and employees from and against all claims and demands for damages including claims for property damage, bodily injuries or death arising from, growing out of or caused by any act or omission on the part of the user, its officers, agents, members, or employees in connection with the privilege of using Judiciary property. The user shall complete and submit Form 91-86-94, "Statement Indemnifying Judiciary Against Liability Claim" together with this application. The Judiciary may require the user to obtain general liability insurance.

Fixtures, burning and noise. No sign, poster, fixture, or object of any kind shall be attached to any part of Judiciary property, unless prior approval has been received from the Judiciary. No burning of any kind shall be permitted, and no alcohol shall be served or consumed on the premises. Noise shall be kept to a minimum, and use shall cease if the noise is determined by the Judiciary to be excessive.

Equipment and personnel. The user shall provide all necessary equipment and personnel. The Judiciary is not obligated in any way to provide either equipment or services.

Moving of property prohibited. No Judiciary fixture, equipment, or furnishing of any kind shall be moved or removed for any reason, except that tables and chairs may be arranged to suit the occasion but it is the responsibility of the user to replace these items to their original positions.

Precautions. The user agrees to take necessary action and other precautions to prevent damage to Judiciary property and to ensure the safety of persons using Judiciary property.

Security services. Security personnel are required unless specifically waived by the Judiciary. Deputy sheriffs of the Department of Public Safety shall be used unless the Judiciary determines that police officers are required. The user shall be responsible to arrange for security service and shall provide the Judiciary with the names of the security officers at least two (2) business days prior to use of the facility. Additionally, the user shall be responsible to make payment for security services in accordance with the policies of the Office of the Sheriff or Police Department, as applicable. The Judiciary shall not be responsible for any aspect of the payment process or payment for security services.

Damages and clean-up. The user shall assume responsibility for any physical damage caused by or connected with the use of Judiciary property. All areas shall be left clean and all litter created by the user shall be collected and placed in trash containers. In the event of damage or uncleanness, the Judiciary will bill the user for the cost of correction or deficiencies.

Form of payment. Payments shall be by cash, money order, certified check, or cashier's check. Payments to the Judiciary shall be made payable to the State Director of Finance and payments for security services shall be made in accordance with the procedures of the security services provider.