

STATE OF HAWAII  
JUDICIARY

**REQUEST FOR PROPOSALS**

**J18226**

**TO PROVIDE CONTINUOUS ALCOHOL  
MONITORING SERVICES**

**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.

**FEBRUARY 2018**

## NOTICE TO APPLICANTS

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

### Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to:

FAX No.: (808) 538-5802

E-mail Address: [Tritia.L.Cruz@courts.hawaii.gov](mailto:Tritia.L.Cruz@courts.hawaii.gov)

Provide the following information:

Name of Company	•	Mailing Address	•	Name of Contact Person
Telephone Number	•	FAX number	•	E-mail Address
Solicitation Number	•	Fedex (or equivalent) account number, otherwise document will be sent by U.S. Postal Service first class mail		

### **REQUEST FOR PROPOSALS NO. J18226 TO PROVIDE CONTINUOUS ALCOHOL MONITORING SERVICES**

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to furnish continuous alcohol monitoring services for the Judiciary. The contract term will be for twelve (12) months from April 1, 2018 through March 31, 2019. Contracts may be extended for three (3) additional twelve (12) month periods from April 1, 2019 through March 31, 2021, subject to satisfactory performance of services by provider, and if deemed to be in the best interest of the Judiciary.

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

Persons or organizations must submit four (4) sets (1 Original + 3 copies) of their completed proposals ( in hard copy, pdf format on CD, flash drive or email) and must be postmarked before midnight on **March 13, 2018** Hawaii Standard Time and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:00 p.m., Hawaii Standard Time on **March 13, 2018**, at the following address:

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

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

Proposal application and contract award procedures shall be in accordance with Chapter 103D, Hawaii Revised Statutes, as amended. The Administrative Director of the Courts reserves the right and power to award the contract in any manner which he deems to be in the best interest of the Judiciary.

For technical questions regarding this solicitation, please contact Janice Bennett, telephone (808) 441-8901 or e-mail at: [Janice.S.Bennett@courts.hawaii.gov](mailto:Janice.S.Bennett@courts.hawaii.gov). Contract questions may be directed to Tritia Cruz in the Contract & Purchasing Office at (808) 538-5805 or email at: [Tritia.L.Cruz@courts.hawaii.gov](mailto:Tritia.L.Cruz@courts.hawaii.gov).

/s/ Dean H. Seki

Dean H. Seki  
Financial Services Director

(SPO & JUD Website: February 13, 2018)

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## SECTION ONE – INTRODUCTION

### 1.1 INTRODUCTION

The State of Hawaii Judiciary (Judiciary) is requesting proposals from interested parties who possess experience in providing continuous alcohol monitoring devices and services. The Contractor shall furnish continuous alcohol monitoring devices and services to persons who are ordered to submit to monitoring by a continuous alcohol monitoring device pursuant to Act 201, 2017 Session Laws of Hawaii (Act 201). 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).

The Judiciary will contract with the Contractor capable of furnishing continuous alcohol monitoring devices and services for the period of April 1, 2018 through March 31, 2019, with the option to extend the contract for three (3) additional twelve (12) month periods from April 1, 2019 through March 31, 2021. Contracts extended beyond the initial contract period shall be subject to satisfactory performance of services by Contractor and if deemed in the best interest of the Judiciary.

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

### 1.2. SIGNIFICANT DATES

The significant dates for this project are as follows:

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

## SECTION TWO SPECIFICATIONS

### 2.1. SCOPE

The Contractor shall furnish continuous alcohol monitoring devices and services for persons who have been ordered by the court to submit to monitoring by a continuous alcohol monitoring device. 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. The offenders/defendants are solely responsible for all costs associated with the continuous alcohol monitoring devices and services. Pursuant to Act 201, the offender/defendant must wear the continuous alcohol monitoring device for ninety (90) days.

The target population includes persons charged with a violation of Hawaii Revised Statutes (HRS) §§291E-61 (operating a vehicle under the influence of an intoxicant) or 291E-61.5 (habitually operating a vehicle under the influence of an intoxicant), who are repeat offenders or who are subject to a pending investigation or prosecution for one or more prior charges of violating HRS §§291E-61 or 291E-61.5 as a result of consuming alcohol. The devices and services will be needed statewide for the First (Oahu), Second (Maui County), Third (Hawaii County), and Fifth (Kauai) Circuits.

During the 2016-2017 fiscal year, a total of 5,806 cases with charges of violating HRS §§291E-61 or 291E-61.5 were filed statewide; however, the potential users of continuous alcohol monitoring devices will be significantly lower than the total number of cases filed for two reasons: (1) the target population consists of repeat offenders or persons who are subject to a pending investigation or prosecution for one or more prior charges of violating HRS §§291E-61 or 291E-61.5 as a result of consuming alcohol; and (2) even if the person is within the target population, the court has discretion to determine if the person should be ordered to wear a continuous alcohol monitoring device.

### 2.2 SPECIFICATIONS

#### 1. CONTRACTOR ACCESSIBILITY

- a. The Contractor shall provide a single point of contact for the services identified in this RFP. The Judiciary reserves the right to speak with other individuals associated with the Contractor, including, but not limited to, subcontractors.
- 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).

- c. The Contractor shall provide documentation in their response to this RFP if they will be entering into subcontractor relationships or partnerships for the provision of any services requested in this RFP. This documentation shall include the name, address and contact person of the potential subcontractor. Subcontractors may be evaluated as part of the Contractor's RFP.

## 2. PROVISION OF EQUIPMENT AND SERVICES

- a. All equipment proposed for use for continuous alcohol monitoring must be provided, serviced, and maintained by the Contractor for the term of the contract.
- b. All services proposed in conjunction with the provision of continuous alcohol monitoring equipment must be provided by or through the Contractor for the term of the contract.
- 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.
- e. Contractor must report any positive alcohol readings or attempted tampers with the continuous alcohol monitoring device within one (1) business day to the parties designated by the Judiciary.
- f. Contractor must report any person's noncompliance with the terms of use of the continuous alcohol monitoring device within one (1) business day to the parties designated by the Judiciary.

- g. Contract shall terminate service and remove the device after ninety (90) days, or within two (2) business days following notification by parties designated by the Judiciary.
- h. Contractor must have personnel available to testify at legal proceedings.

### 3. CONTINUOUS ALCOHOL MONITORING DEVICE EQUIPMENT SPECIFICATIONS

- a. The equipment proposed by Contractor must be a device that can be attached to the person.
- b. The equipment must be capable of providing continuous alcohol monitoring, twenty-four (24) hours a day, seven (7) days a week.
- c. The equipment must be capable of capturing transdermal alcohol readings by sampling the insensible perspiration collected from air above the skin a minimum of every thirty (30) minutes.
- d. The equipment must automatically transmit data to the host computer within a matter of minutes of download.
- e. The equipment must be able to date and time stamp readings for data reporting.
- f. The equipment must be able to detect and report attempted tampers immediately upon occurrence.
- g. The equipment must be registered/certified with the Federal Communications Commission.
- h. The equipment must be water-and shock-resistant.
- i. The equipment must be removable in the event that the person is taken into custody by the Hawaii State Department of Public Safety or if the person experiences a verified medical emergency. Removal of a continuous alcohol monitoring device for either of these purposes is not a violation of the court's order.

### 4. EQUIPMENT CHANGES/UPGRADES

- a. Any alterations in product manufacture or fabrication, or any proposed use of



substitute equipment, will require prior approval by the Judiciary.

- b. When a manufacturer makes improvements or upgrades to any equipment being provided pursuant to this RFP, the Contractor shall make those improvements or upgrades available to the persons who have been fitted with the continuous alcohol monitoring equipment at no cost to the Judiciary. Any such improvements or upgrades must be tested by the Contractor and approved by the Judiciary before being implemented or introduced.
- c. Contractor shall give the Judiciary minimum notice of one (1) business day in the event of any widespread recall or known malfunction of the equipment provided pursuant to this RFP.

## **2.3 CUSTOMER SUPPORT REQUIREMENTS**

### **1. MANAGEMENT SERVICES**

In conjunction with providing the continuous alcohol monitoring equipment, the Contractor shall provide the following management services:

- a. Contractor must provide orientation and training on the use and care of the continuous alcohol monitoring devices to all persons who are fitted with the devices.
- b. Contractor is solely responsible for collecting payments from persons fitted with the continuous alcohol monitoring devices.
- c. 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.
- d. The Contractor must establish and maintain a seven day per week, twenty-four hour a day (7x24) toll free telephone number for customer service access. A voicemail service is not sufficient.
- e. Contractor must be able to provide equipment and services to a wide variety of clientele, including limited English proficiency persons and persons with disabilities.

## 2. DATABASE REQUIREMENTS

- a. The Contractor must maintain a database of all persons who are fitted with the continuous alcohol monitoring equipment. At minimum, Contractor's database must be able to capture, retain, store, and report the recorded transdermal alcohol content levels, with dates and times, from each continuous alcohol monitoring equipment and any circumvention attempts, including dates and times.
- b. In its proposal, Contractor shall provide a detailed description of how the Contractor proposes to report data to the Judiciary or other parties who may be designated by the Judiciary.

## 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.

## **2.4 REPORTING REQUIREMENTS**

1. The Contractor shall comply with specific reporting requirements developed by the Judiciary. The Contractor shall collect and maintain reporting data in electronic format and be prepared to submit upon Judiciary request, the data that supports the Contractor's conclusions.
2. The form of all Continuous Alcohol Monitoring reports provided by the Contractor shall be determined and/or approved by the Judiciary prior to use by the Contractor. The Contractor shall provide a sample of all reports available in response to this RFP.
3. The Contractor shall furnish parties designated by the Judiciary with a summary and detailed report of Continuous Alcohol Monitoring events within one (1) business day after a violation is detected, or as requested by the Judiciary or parties designated by the Judiciary. The reports shall include any supporting documentation, remarks and comments including but not limited to:
  - a. Documentation of installation.
  - b. Documentation of removal.

- c. All service reports regarding compliance and/or violation(s).
  - d. Any unusual or irregular events.
4. The Contractor shall provide a monthly report listing the names, date of birth, and applicable identification number, for each offender/defendant on Continuous Alcohol Monitoring at the beginning of the month to parties designated by the Judiciary.

## **2.5 TERMINATION OF SERVICE**

The Contractor shall not terminate the offender from services, deactivate the device, or stop monitoring the device until removal of the device has been authorized by the court. Contract shall pursue any outstanding payment due solely from the offender/defendant.

## **2.6 LOSS OR DAMAGE TO EQUIPMENT/DEVICES**

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.

## **2.7 CONTINGENCY PLANS**

1. The Contractor shall provide in its response to this RFP all contingency plans and procedures developed to address loss of electrical power, loss of telephone services, or equipment/computer malfunction.
2. The Contractor shall provide in its response to the RFP a specific contingency plan for continuation of services if Contractor defaults on contract.

## **2.8 RECORDS RETENTION AND RECORDS BACK-UP PLAN**

1. The Contractor shall retain the Continuous Alcohol Monitoring records of each offender/defendant for the duration of their period of supervision, regardless of when the Contractor services are discontinued, plus an additional three (3) years past the expiration or revocation of supervision.
2. The Contractor shall have in place a records back-up system to recover records in the event of a disaster and/or catastrophic loss of data storage. The system shall be approved by the Judiciary and shall be made available for inspection at any time, as requested by the Judiciary.
3. The Contractor shall allow the Judiciary access to these records in their database beyond the scope of this contract if necessary to meet this requirement.

## **2.9 SECURITY AND PRIVACY**

1. All data collected shall be saved in its original form and shall not be altered.
2. The Contractor shall provide a statement of acknowledgement of the data collected and detailed description of the measures taken to insure compliance with and adherence to each of the following requirements of confidentiality:
  - a. No unauthorized access to the system is allowed and no information shall be disclosed to any third party without an order by a court of competent jurisdiction or the written authorization of parties designated by the Judiciary.
  - b. The confidentiality of offender/defendant records shall not be compromised.
  - c. The Contractor shall be responsible for protection of the confidentiality of each offender/defendant's records and shall assure that all work is performed under the supervision of the Contractor or the Contractor's responsible employees. The Contractor shall ensure that all persons having access to or custody of records understand and comply with the confidentiality requirements of this contract.
  - d. The Contractor shall notify parties designated by the Judiciary immediately upon receipt of any legal process requesting or requiring disclosure of any records of any offender/defendant.

## **2.10 DISCLOSURE OF INFORMATION**

1. The Contractor shall provide a statement of acknowledgement and a detailed description of measures taken to insure compliance with each of the following requirements of disclosure:
  - a. Any personal or monitoring information regarding the offender/defendant shall be used by the Contractor only for the purpose of providing Continuous Alcohol Monitoring services pursuant to the terms of the contract. Each employee of the Contractor to whom the information may be available or disclosed shall be notified in writing by the Contractor that the information can be used only for specific purpose and to the extent necessary to accomplish the Continuous Alcohol Monitoring services for the offender/defendant.
  - b. Any personal or monitoring information regarding the offender/defendant shall be made available only to authorized Judiciary employees or parties designated by the Judiciary.

## **2.11 TRAINING/ORIENTATION**

1. 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.
2. The Contractor shall agree to provide, at no additional cost, comprehensive offender/defendant training including but not limited to:
  - a. The operation and proper maintenance of the Continuous Alcohol Monitoring equipment.
  - b. When to report for service/calibration and/or data download process.

## **2.12 TESTIMONY**

When requested, at no additional cost to the Judiciary and regardless of the offender/defendant's county of original jurisdiction, Contractor must provide written documentation and/or written and/or oral testimony for any case currently or formerly supervised. Contractor shall provide written documentation and/or testimony in any means requested including but not limited to: written digital or hard copy communications, formal affidavit, telephonic testimony, remote video testimony, or in-court testimony. Questions pertaining to reimbursement for testimony costs should be directed to the Prosecuting Attorney or Defense Counsel requesting the testimony.

**END OF SECTION**

## **SECTION THREE SPECIAL PROVISIONS**

### **3.1. SCOPE**

The work consists of TO PROVIDE CONTINUOUS ALCOHOL MONITORING SERVICES. All work shall be performed in accordance with these Special Provisions, the attached Specifications, the attached General Conditions and Procedural Requirements.

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

Overall coordination for the RFP and the resulting contract will be provided by Janice Bennett, Section Administrator, Adult Client Services Branch, First Circuit Court. The telephone number at which she may be reached is (808) 441-8901 and her email address is: [Janice.S.Bennett@courts.hawaii.gov](mailto:Janice.S.Bennett@courts.hawaii.gov).

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

Contractor shall enter into a contract to provide Continuous Alcohol Monitoring Services. Unless terminated, and subject to satisfactory performance of services, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least forty five (45) days prior to expiration, and provided the unit price for the extended period remains the same as the previous year's contract price

If the option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than twenty (20) days prior to the scheduled date of termination; otherwise the requirement must be rebid.

### **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).

### **3.5 PROPOSAL QUALIFICATION**

References. Contractor shall list a minimum of three (3) governmental agencies and/or business firms to whom bidder has sold, rented and/or provided electronic monitoring services (preference to include continuous alcohol monitoring services). The Judiciary reserves the right to reject the proposal submitted by any Contractor who has not performed services that are similar in nature to services required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory.

Contractor must provide the name, title, address, telephone number, and email address of a contact individual, and a description of the program.

### **3.6. SUBMISSION OF PROPOSALS**

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 1.2 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.

### **3.7. 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.

### **3.8. EVALUATION**

Evaluation Criteria. The intent of this part is to standardize the offers and to allow for comparison in the monitoring services. The proposals shall be evaluated as follows: (Best possible score: 100 points)

Technical Equipment and Service: Items evaluated will include system capacity, software capacity, applicability to the proposal, reliability, maintenance and repair, security features and utility; time required for service activation/ termination; proposed offender/defendant management services; customer service access. (Maximum points = 20)

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)

1. Experience: Each Offeror will be evaluated on their previous accomplishment and experience in providing electronic monitoring services; responses from references; vendor qualifications (e.g. experience/licenses/certification of management and staff). (Maximum points= 20)
2. Financial Stability: Each Offeror will be evaluated in terms of financial stability of the Offeror based on the audited financial report submitted. (Maximum points= 5)
3. Quality of Response: Each response will be evaluated to determine the Offeror's understanding of the project and its ability to perform and meet each technical specification, the manner in which the minimum requirements are met and the extent to which these requirements are exceeded and completion of all aspects



and information asked for in the RFP. Each item must have been discussed clearly and succinctly. (Maximum points= 25)

### **3.9. PROPOSAL PREPARATION**

1. Legal Name Contractor is requested to submit its proposal under its exact legal name as registered at the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.
2. Proposal Quotation Total Proposal Amount shall also include all applicable taxes and all expenses necessary to provide services during the duration of the contract. Work to be done under this contract is a taxable transaction and Contractor receiving award for this work will be required to pay the State of Hawaii General Excise tax.

#### **OFFER FORM**

Expert Witness testimony may be required in extraordinary cases. In addition to providing proposed fees for Actual Court Time, Travel/Waiting Time, and Maximum Fee Per Day, please provide a description and fee schedule for other available services/procedures (e.g. depositions, telephone interview, teleconferencing, etc.) which may be considered in lieu of providing Expert Witness testimony in person. Expert Witness testimony in person is required if requested.

1. Wage Certificate A Wage Certificate is NOT required for this Request for Proposal.
2. Tax Liability Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Contractors are advised that they are liable for the Hawaii General Excise tax (GET). If however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

### **3.10. METHOD OF AWARD**

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

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

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

#### **1. Requirement for Award**

To be eligible for award, all prospective proposers must submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents

should be applied for as soon as possible and must be submitted to the Judiciary prior to award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded:

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

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

## **2. Timely Submission of all Certificates**

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

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

Successful Offeror receiving the award shall be required to enter into a formal written contract for a period of twelve (12) months commencing on April 1, 2018 through March 31, 2019. Unless terminated, and subject to satisfactory performance of services, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods, past the initial period covered by this RFP. An extension may be made upon mutual agreement in writing at least forty-five (45) days prior to expiration

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

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

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

### **3.12. SUBCONTRACTING**

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

### **3.13. INSPECTIONS**

All monitoring units and services shall be subject to inspection and approval by a representative of the Judiciary so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provision. The representative of the Judiciary may require additional information as necessary to maintain a record of the service rendered.

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

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

- a.** Contractor should provide a method or procedure for collection of fees from individual being monitored. Please provide a brief explanation of what methodology would be used to ensure the proper collection of fees.
- b.** Contractor must be able to collect monies through the United States Postal Service.
- c.** Contractor must have the ability to collect monies via cashier's check, money order and credit card.
- d.** Contractor must bill all offenders for the cost of monitoring in monthly increments.
- e.** Contractor 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.

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

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

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

### **3.16. SECURITY BACKGROUND CHECK**

After the award of contract and before commencement of any work on the project, Contractor shall provide to the Officer-in-Charge, a list of all employees/subcontractors to be used on the project sites for security reasons. Contractor will be required to provide employees/subcontractors full name, date of birth and residence address. Information provided will be forwarded to the Office of the Sheriff to perform background checks, including obtaining any criminal abstracts. If it is determined that an individual or individuals pose a security risk as a result of the background check, we reserve the right to take appropriate action, such as requesting that you exclude an employee/subcontractor from providing on-site services at our facilities.

The list of employees/subcontractors assigned to each job site must be kept current at all times. New Workmen cannot enter the job site until receipt of clearance is obtained from the Officer-in-Charge. Workmen found on job site without proper clearance shall be removed immediately.

### **3.17. OTHER SPECIAL PROVISIONS**

#### **3.17.1. Termination for Cause**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default.

If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the

hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

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

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

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

### **3.17.3 Indemnification**

Contractor shall defend, indemnify, and hold harmless Judiciary and its officers, employees, and agents from and against all liability, loss, damage. Cost, and expense, including attorney's fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of Contractor or Contractor's employees, officers, agents, or subcontractors under this contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this contract.

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

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

### **3.17.5. Conflicts and Variations**

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

**END OF SECTION**

**SECTION FOUR PROPOSAL FORM**  
REQUEST FOR PROPOSAL J18226  
TO PROVIDE CONTINUOUS ALCOHOL MONITORING SERVICES  
THE JUDICIARY, STATE OF HAWAII

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

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

\_\_\_\_\_, 2018

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

Dear Financial Services Director:

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

The undersigned states that he has carefully read and understands the proposal and the specifications for this contract, and that the Financial Services 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 CONTINUOUS ALCOHOL MONITORING SERVICES, in strict compliance with the Agreement, Specifications, Special Provisions, General Conditions and Procedural Requirements attached hereto and made a part hereof for the Total Amount of:

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

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

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

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

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

Offeror is:       Sole Proprietor     Partnership     Corporation     Joint Venture

Other \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

Respectfully submitted,

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

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

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

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

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

REQUEST FOR PROPOSAL J18226  
TO PROVIDE CONTINUOUS MONITORING SERVICES  
THE JUDICIARY, STATE OF HAWAII

The following proposal is hereby submitted for the twelve (12) month period from April 1, 2018 to March 31, 2019.

**I. Proposal prices**

DESCRIPTION	A. UNIT PRICE PER DAY	B. # OF DAYS	AMOUNT (A x B)
Continuous Alcohol Monitoring Equipment and Services via Landline	\$ _____	365	\$ _____
Add-on Fee for Cellular Home Unit (for participants without landline phone service)	\$ _____	365	\$ _____
<b>TOTAL AMOUNT</b>			\$ _____

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
One-Time Enrollment Fee	\$ _____
Late Payment Fee (charged for fees two weeks or more overdue)	\$ _____



FEEES 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

**II. Contractor Information**

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

A. Company & Contact Information

Company Address	
Contact Name	Phone No.
Email	Fax

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

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C. Authorized Service Representative:

Provide the complete firm name, address and phone number of the authorized service representative.

Authorized Service Representative Contact Person	Address	Phone/Fax/email

D. Joint Contractors/Subcontractors

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the

Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

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

Subcontractor Name	Address	Phone/Fax/email

E. References. Provide the names and addresses of companies other than the Judiciary or government agencies for which the undersigned has provided or is currently furnishing electronic monitoring services (preference to include continuous alcohol monitoring services). Refer to the Qualification section, of the enclosed Special Provisions

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