

# Invitation for Bids No. J19016

## To Furnish, Deliver, and Install Check Point X-Ray Equipment for The Judiciary, State of Hawaii

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office.

Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

MAY 2018

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### ATTACHMENTS

- General Conditions
- Procedural Requirements
- Application for Tax Clearance
- Certificate of Compliance
- Standard of Conduct
- Discrimination/Harassment Free Work Place Policy

**INVITATION FOR BID J19016**  
**To Furnish, Deliver, and Install Check Point X-Ray Equipment for**  
**The Judiciary, State of Hawaii**

The Judiciary, State of Hawaii, is requesting competitive sealed offers from qualified applicants To Furnish, Deliver and Install Check Point C-Ray Equipment for The Judiciary, State of Hawaii. You must register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer may be rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: 808.538.5802

E-mail Address: Deepa.P.Sheehan@courts.hawaii.gov

Provide the following information:

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

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals (in hard copy, flash drive or email) and shall be received no later than 2:00 p.m., Hawaii Standard Time on May 23, 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**

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. Questions relating to the technical aspects of this Invitation for Bids may be directed to Dee Dee Letts at the Office of Project Management via phone at (808) 538-5990 or via email at [deedee.d.letts@courts.hawaii.gov](mailto:deedee.d.letts@courts.hawaii.gov). Other questions may be directed Deepa P. Sheehan in the Contracts & Purchasing Office via phone at (808) 538-5805 or via at email [Deepa.P.Sheehan@courts.hawaii.gov](mailto:Deepa.P.Sheehan@courts.hawaii.gov).

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Dean H. Seki  
Financial Services Director

## SECTION ONE -SPECIFICATIONS

### 1.1 SCOPE

The contractor shall furnish, deliver and install NEW Check Point X-Ray Security Equipment as required by The Judiciary, State of Hawaii within 75 calendar days from the date specified in the notice to proceed. **Contract must also provide local maintenance of the new equipment and disposal cost of existing equipment being replaced.**

### 1.2 BASIC REQUIREMENTS

It is the intent of The Judiciary, State of Hawaii to purchase conveyORIZED, digital TV X-ray Security Screening Machines to be used in the various court facilities on the island of Oahu, for scanning briefcases, purses, and other parcels to detect weapons and dangerous instruments and to help prevent persons from bringing these objects into the court building or courtroom.

Local service and maintenance must be provided to minimize the downtime of the equipment and ensure the court security operation and its equipment function smoothly at all times.

This specification is intended to describe the type, size, and quality of the equipment which will best meet the demands of the using court. It is not intended to favor any one brand or make.

Any variances to any of the following specifications must be pre-approved for bidding by submitting in writing to The Judiciary Financial Services Director by 2:00 p.m. Hawaii Standard Time, on the date indicated in the Invitation for Bids. Failure to gain pre-approval on any variance may render your bid non-responsive.

The units shall be manufacturer's standard production and shall be delivered completely assembled, serviced and tested, ready to operate. **Local parts and service must be available.**

The electronic circuitry of the equipment shall be of current solid state design. **In addition, the X-ray units, image processing shall be via Intel Core i5 or approved equivalent.** All power supplies shall be CE listed and all units designed to run using standard 110 volt electric lines.

All equipment and supplies furnished shall be accompanied by an operating manual(s) and conform to the following specifications. Vendor shall list the make and model of equipment being proposed for this bid.

**Disposal of existing equipment** shall be performed in accordance with the Hawaii Administrative Rules, Title 11, Chpt 45 (<http://gen.doh.hawaii.gov/sites/har/AdmRules1/11-45.pdf>). Disposal questions may be directed to the Indoor and Radiological Health Branch of the Department of Health, State of Hawaii, at 808-586-4700.

### 1.3 LIST OF SECURITY EQUIPMENT

Item No.	Description	Destination	Est. Qty
1a.	Xray Security Screening	Circuit Court 777 Punchbowl St. Honolulu, HI 96813	2
1b.	<b>Disposal</b> of Existing Xray	Circuit Court 777 Punchbowl St. Honolulu, HI 96813	2
2a.	Xray Security Screening	District Court 1111 Alakea St. Honolulu, HI 96813	2
2b.	<b>Disposal</b> of Existing Xray	District Court 1111 Alakea St. Honolulu, HI 96813	2
3a.	Xray Security Screening	Kaneohe District Court 45-939 Pookela St. Kaneohe, HI 96744	1
3b.	<b>Disposal</b> of Existing Xray	Kaneohe District Court 45-939 Pookela St. Kaneohe, HI 96744	1
4a.	Xray Security Screening	Ewa District Court 870 Fourth St. Pearl City, HI 96782	1
4b.	<b>Disposal</b> of Existing Xray	Ewa District Court 870 Fourth St. Pearl City, HI 96782	1
5a.	Xray Security Screening	Wahiawa District Court 1034 Kilani Ave. Wahiawa, HI 96786	1
5b.	<b>Disposal</b> of Existing Xray	Wahiawa District Court 1034 Kilani Ave. Wahiawa, HI 96786	1

<b>Item No.</b>	<b>Description</b>	<b>Destination</b>	<b>Est. Qty</b>
6a.	Xray Security Screening	Family Court 4675 Kapolei Parkway Kapolei, HI 96707	2
6b.	<b>Disposal</b> of Existing Xray	Family Court 4675 Kapolei Parkway Kapolei, HI 96707	2
7a.	Xray Security Screening	Detention Home 287 Kamokila Blvd. Kapolei, HI 96707	1
7b.	<b>Disposal</b> of Existing Xray	Detention Home 287 Kamokila Blvd. Kapolei, HI 96707	1

### **EXTENDED WARRANTY**

XRAY UNITS - 2 year warranty on new Xray units to include parts, labor, and transportation.

## **1.4 SPECIFICATION DETAILS**

### **1.4.1 X-ray Security Screening Machine**

1. Unit must be new and comply with FDA Standard 21 CFR 1020.40.
2. Unit must be TSA qualified
3. Unit must have three color imaging and discriminate organic, low and high inorganic, as well as light, heavy and dense metals to better identify possible threats.
4. The end to end length of the machine, excluding discharge tables, must not exceed 60".
5. The tunnel size must be a minimum of 23" x 15". Items passed through the tunnel opening shall be scanned and imaged regardless of orientation and without corner cut off.
6. All power supplies shall be CE listed and all units designed to run using standard 110 volt electric lines.

7. Since electrical "brown-outs" are common in some locations, an appropriately sized internal or external surge protector (or similar protection system or uninterruptible power supply with a minimum of 20 minutes) shall be included with each unit.
8. Conveyor speed must be in the range of 45 feet per minute. The conveyor shall be bi-direction and image shall "scroll" onto the monitor in the conveyor operating direction. Conveyor height shall be a minimum 24 inches from the floor.
9. Unit must be a floor model.
10. Unit must have at least two 19 inch color monitors with high resolution, low radiation, ergonomic design, and flicker free display.
11. Unit must have continuous zoom in on images, up to 64x.
12. Image processor sensor type must be a folded array (L-shaped) with a minimum of 1152 channels and a minimum voltage of 160 KV X-Ray operating at 150 KV.
13. Image processing must be through an Intel Core i5.
14. The unit shall be capable of enhancing the image in both light and dark areas continuously to provide operator with a clearer image of the entire contents.
15. Unit must have a sensitivity of 40 AWG Typical, 38 AWG Standard
16. Unit must have a minimum of 500 GB HDD and 120 GB SSD.
17. Unit must have steel penetration of 39mm typical and 37mm standard
18. Unit must have parts designed to work in humid tropical climates including but not limited to additional temperature controlled fans, humidity control devices and internal protective coating on circuitry.
19. Unit must come with a minimum two (2) year warranty including parts, labor, service, transportation, and expenses.
20. Include a complete description with name, make, and model number of the machine, and other descriptive literature.
21. Unit must be able to accommodate optional short tables on both entrance and discharge ends, which may be attached or detached at operator's option.
22. Other optional equipment (e.g. slides, tables, extensions) may be listed in the Optional Accessories/Supplies section of the IFB.

## 1.5 DELIVERY ADDRESSES

Offers shall be submitted on the basis of F.O.B. destination to include court locations listed in the list above "List of Security Equipment". Upon award, purchase orders will be issued indicating final shipping addresses.

## 1.6 EQUIPMENT AND WARRANTY/MAINTENANCE

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

Warranty. The Contractor shall warrant against defects in material and workmanship to include all parts, labor, and transportation for the X-ray units, for a minimum period of two (2) years from the date of acceptance by the Judiciary. It shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

The warranty service shall be provided on an on-call basis between the hours of 7:45 a.m. - 4:30 p.m. HST, Monday through Friday, excluding State holidays, and for repair or replacement of any damaged, defective or faulty parts, at no additional charge to the Judiciary. In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the goods or services is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract.

Maintenance. **Full Service Maintenance agreement shall begin after the warranty period and shall be at the option and at the expense of The Judiciary. Annual maintenance charge increases, if any, are negotiable and are only applicable after the initial one year quoted maintenance period.**

Full Service Maintenance **shall include but not be limited to lubrication and cleaning as necessary, and parts to keep the equipment in good operating condition.** It shall be the responsibility of the Contractor to provide preventive maintenance inspections in order to preempt downtime. The Contractor shall make all necessary repairs and adjustments to the equipment, including the replacement of all parts without additional charge to keep the equipment in good working condition in accordance to the manufacturer's standards and specifications. If damaged or worn, the parts will be replaced. There will be no additional labor charges. Contractor shall provide a 24/7 technical support hotline and Contractor must contact client within 2 hours of receipt of service claim. Contractor representative must be onsite within 24 hours if service claim cannot be resolved through the hotline. Contractor is expected to maintain a supply of parts to address most repairs attributable to normal wear and

tear on Oahu. The Contractor shall notify the Judiciary when parts are not readily available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

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

**END OF SECTION ONE**

## SECTION TWO SPECIAL PROVISIONS

### 2.1 SCOPE

Work included in this contract shall consist of Furnishing, Delivering, and Installing Check Point X-ray Equipment for the Judiciary. All work shall be performed in accordance with these Special Provisions, the attached Specifications, General Conditions, dated February 2001 and Procedural Requirements dated February 2001, by reference made a part hereof and available at the following location or from our website: <http://www4.hawaii.gov/jud>

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

### 2.2 OFFICER-IN-CHARGE

Dee Dee Letts of the First Circuit Court, Office of Project Management, is the designated Officer-In-Charge. The telephone number at which she may be reached is (808) 538-5990.

### 2.3 TERM OF CONTRACT

Contractor shall enter into a twelve (12) month price list contract to furnish and deliver the security equipment beginning July 1, 2018 and ending on June 30, 2019, unless otherwise approved by the Administrative Director. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than 2 additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least thirty (30) days prior to expiration.

During extension periods, Contractor shall provide any price decrease to the Judiciary that Contractor has offered to any other Hawaii government agency. Increases in shipping rates may also be adjusted in extension periods.

### 2.4 DELIVERY

The Contractor shall deliver the specified equipment to the delivery address indicated on the purchase order issued, within seventy five (75) days after receipt of purchase order. Failure to meet the delivery date, will be subject to Liquidated Damages as stated in the Special Provisions.

Offers shall be submitted on the basis of F.O.B. destination to include various court locations on Oahu.

## 2.5 OFFEROR QUALIFICATION

- a. Experience: At the time of bidding, offeror shall be a manufacturer or manufacturer's representative, shall have available, both factory-trained technicians and an adequate supply of parts for the repair and maintenance of the equipment.
- b. References. Offeror shall list two (2) governmental agencies and/or business firms to whom bidder has sold, rented and/or serviced the manufacturer's security equipment. Include at least TWO (2) references which cover the above bidder-installed equipment for which he is providing continuous maintenance under a service contract (agreement). In similar size and scope of work. Offeror shall have on staff or arrange for factory certified technicians who shall have a minimum of one (1) year experience with maintaining and installing the type of equipment bid. The Judiciary reserves the right to contact any of the listed agencies and/or firms to inquire about the quality and reliability of the equipment and service being provided by the offeror. The Judiciary reserves the right to reject the bid submitted by any offeror who has not provided equipment and performed services that is similar in nature to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)
- c. Local Service Representative. Offeror shall arrange with and identify a local service representative (in Hawaii) in order to qualify for award. Local representative must be located within state of Hawaii on the island of Oahu, from where he/she will be available to perform the maintenance services specified by this IFB, on Judiciary's normal business days, from 7:45a.m. through 4:30 p.m., HST. At least one local representative shall be available to perform the services specified by this IFB for the duration of the contract period. **Failure on the part of the Offeror to meet this requirement shall result in rejection of the related Offer.**

## 2.6 OFFER PREPARATION

Any bid offering terms and conditions contradictory to those included herein shall be rejected without further consideration.

### 2.6.1. Legal Name

Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

### 2.6.2. Offer Quotation

**Quantities stated in this IFB are estimates; additional units may be purchased at the Offer prices throughout the extended contract period. Offer price shall include all costs required to furnish, deliver, and install the equipment,**

**including all shipping & handling costs, HAWAII GENERAL EXCISE TAX, and any and all other costs to provide the equipment** as outlined in this IFB. **Offer price shall include any necessary maintenance during the warranty period; maintenance thereafter will be at the option and at the expense of The Judiciary.** The Unit Prices for new equipment, unit prices for **appropriate disposal of existing equipment**, and Grand Total shall include all shipping & handling costs, Hawaii

General Excise Tax, and any and all other costs to provide the equipment/services per the specifications. Offers shall be rejected as non-responsive when submitted on a basis other than F.O.B. destination to include various court locations on Oahu.

**Disposal of existing equipment** shall be performed in accordance with the Hawaii Administrative Rules, Title 11, Chpt 45 (<http://gen.doh.hawaii.gov/sites/har/AdmRules1/11-45.pdf>). Disposal questions may be directed to the Indoor and Radiological Health Branch of the Department of Health, State of Hawaii, at 808-586-4700.

### **2.6.3. Proposal Guarantee**

A Proposal Guarantee is NOT required for this Invitation for Bids.

### **2.6.4. Hawaii Compliance Express**

To be eligible for award, the apparent responsive low bidder recommended for contract award, if any, will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, worker's compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(C), Certificate in Good Standing (COGS) 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.

### **2.6.5. Timely Submission of Certificate**

The above certificate should be applied for and submitted to the Judiciary upon notification of intent to award. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

### **2.6.6. Final Payment Requirement**

Final payment under this Agreement shall be made pursuant to HRS § 103-53 upon CONTRACTOR'S compliance through Hawaii Compliance Express or, submittal of tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

**2.6.7. Hawaii General Excise Tax License**

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

**2.6.8. Joint Contractors**

Offeror may subcontract portions of this project. Offeror shall be the Primary Contractor and be liable for all work performed under this project. See also Section 2.5c above re: Local Service Representative.

**2.7 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.

**2.8 OFFER QUOTATION**

All offers shall be submitted on the forms provided and shall be in accordance with the terms and conditions stated herein.

Offer price(s) quoted shall be based on delivery to destination and shall include all other costs and applicable taxes per this IFB. Offers subject to any price increase other than as provided by these special provisions shall not be considered. Offeror's failure to meet this requirement shall result in the rejection of the bid.

If any of the requested information is not furnished in the blank spaces provided on the Offer Form pages, the State will not be able to evaluate the bid item(s). Accordingly, the bid item(s) shall be non-responsive and shall not be considered for award as no bidder will be allowed to furnish missing information after bid opening.

Unit purchase price shall also include warranty maintenance of equipment. Bidder must bid on all items to qualify for award. **Offer price shall include any necessary maintenance during the warranty period; maintenance thereafter will be at the option and at the expense of The Judiciary.** No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brochures and/or Specifications Literature. Offeror shall submit with the bid current brochures and/or specifications literature verifying that the equipment offered conforms to the specifications required. Upon request, bidder shall furnish at his own expense, within five (5) working days from date of The Judiciary's request, any further information required to determine acceptability of equipment offered. Offeror shall include operating, instructions, and technical manuals for the equipment ordered.

## 2.9 SUBMISSION OF OFFER

Offerors shall submit three (3) copies (1 original, 2 copies) of the OFFER FORM. Completed proposals must be submitted no later than 2:00 p.m. HST on May 23, 2018, to:

The Judiciary, State of Hawaii  
Financial Services Division  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807  
Attention: Deepa Sheehan  
Email: Deepa.P.Sheehan@courts.hawaii.gov

OFFERS RECEIVED AFTER THE DATE AND TIME SPECIFIED IN THE INVITATION FOR BIDS NOTICE SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

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 IFB 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 agency 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 a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

## **2.10 CONTRACT AWARD**

Award, if any, shall be made to the responsible Offeror submitting the lowest Total Bid price to furnish, deliver, and install the specified equipment.

## **2.11 CONTRACT EXECUTION**

The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date. Judiciary programs requiring the specified equipment will then issue purchase orders to the Contractor at the contracted prices.

As the IFB quantities are estimates, no work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed and until a purchase order is issued and received from the various Judiciary programs. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

## **2.12 CONTRACT BOND**

Contract Bond is NOT required for this contract.

## **2.13 INVOICING AND PAYMENT**

Contractor shall submit an original and three copies of the invoice to the billing address indicated on the purchase order.

Section 103-10, Hawaii Revised Statutes, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **2.14 DELIVERY EXTENSION**

If Contractor fails to deliver within the time allowed, liquidated damages as specified above shall apply. However, Contractor shall not be held responsible for delay due to reasons beyond its control, provided he notifies the Financial Services Director of such delay and the reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions shall not be considered without documentation substantiating that the causes for delay were, in fact, beyond the control of the Contractor. The Judiciary shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

## **2.15 DELIVERY AND SITE PREPARATION Delivery of equipment will be completed within seventy five (75) calendar days to the appropriate delivery site after receipt of purchase order.**

Contractor shall provide Judiciary with any special requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. Site preparation shall be at Judiciary's expense. Upon delivery of equipment, the Contractor shall at its own expense be responsible for installation of the equipment.

## **2.16 TRAINING OF PERSONNEL**

Contractor shall provide trained personnel qualified to give instructional help in the proper operation of the equipment. This service shall be made available within twenty-four (24) hours after installation and at no additional cost to the Judiciary. Instruction and operation manual(s) for the equipment shall be provided by the Contractor.

## **2.17 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 often (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.

#### **2.18 LIQUIDATED DAMAGES**

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of TEN DOLLARS (\$10.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

#### **2.19 INTERPRETATION OF PROVISIONS**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Director, or the interpretation made by the Financial Services Director, shall govern and control. In addition, the parties hereto agree that said Financial Services Director, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

#### **2.20 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.

**END OF SECTION TWO**

**SECTION THREE - OFFER FORM**

**INVITATION FOR BIDS NO. J19016  
FURNISH, DELIVER, AND INSTALL CHECK POINT XRAY EQUIPMENT TO  
THE JUDICIARY, STATE OF HAWAII**

Offeror: \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_

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

Dear Financial Services Director:

The following offer is made to provide the goods and 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 terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, 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 further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to **FURNISH, DELIVER, AND INSTALL CHECK POINT SECURITY EQUIPMENT TO THE JUDICIARY, STATE OF HAWAII**, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

\_\_\_\_\_ Dollars

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

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

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

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

Offeror is:

- Sole Proprietor     Partnership     Corporation     Joint Venture  
 Other \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

Respectfully submitted,

(x) Telephone No.: \_\_\_\_\_  
Authorized Original Signature

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

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

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

- I. The following proposal is hereby submitted to furnish, deliver, and install X-ray Security Equipment for the Judiciary, State of Hawaii within seventy five (75) days after receipt of purchase order.

**List of Security Equipment:**

Item No.	Description	Destination / Location	Qty	Bid Price/Unit	Extended Total
1a.	<b>Xray Security Screening</b> Make: _____  Model: _____	Circuit Court 777 Punchbowl St. Honolulu, HI 96813	2	\$	\$
1b.	<b>Disposal</b> of Existing Xray	Circuit Court 777 Punchbowl St. Honolulu, HI 96813	2	\$	\$
2a.	<b>Xray Security Screening</b> Make: _____  Model: _____	District Court 1111 Alakea St. Honolulu, HI 96813	2	\$	\$
2b.	<b>Disposal</b> of Existing Xray	District Court 1111 Alakea St. Honolulu, HI 96813	2	\$	\$
3a.	<b>Xray Security Screening</b> Make: _____  Model: _____	Kaneohe District Court 45-939 Pookela St. Kaneohe, HI 96744	1	\$	\$
3b.	<b>Disposal</b> of Existing Xray	Kaneohe District Court 45-939 Pookela St. Kaneohe, HI 96744	1	\$	\$
4a.	<b>Xray Security Screening</b> Make: _____  Model: _____	Ewa District Court 870 Fourth St. Pearl City, HI 96782	1	\$	\$
4b.	<b>Disposal</b> of Existing Xray	Ewa District Court 870 Fourth St. Pearl City, HI 96782	1	\$	\$

Item No.	Description	Destination / Location	Qty	Bid Price/Unit	Extended Total
5a	<b>Xray Security Screening</b> <b>Make:</b> _____  <b>Model:</b>	Wahiawa District Court 1034 Kilani Ave. Wahiawa, HI 96786	1	\$	\$
5b	<b>Disposal</b> of Existing Xray	Wahiawa District Court 1034 Kilani Ave. Wahiawa, HI 96786	1	\$	\$
6a	<b>Xray Security Screening</b> <b>Make:</b> _____  <b>Model:</b>	Family Court 4675 Kapolei Parkway Kapolei, HI 96707	2	\$	\$
6b	<b>Disposal</b> of Existing Xray	Family Court 4675 Kapolei Parkway Kapolei, HI 96707	2	\$	\$
7a	<b>Xray Security Screening</b> <b>Make:</b> _____  <b>Model:</b>	Detention Home 287 Kamokila Blvd. Kapolei, HI 96707	1	\$	\$
7b	<b>Disposal</b> of Existing Xray	Detention Home 287 Kamokila Blvd. Kapolei, HI 96707	1	\$	\$
	<b>GRAND TOTAL *</b>				\$

**List of Ancillary Equipment available should the Judiciary want to purchase and price**

Item	Size	Price
Screening Table	40"x 33"	\$
Screening Table	20"x 33"	\$

**EXTENDED WARRANTY**

XRAY UNITS - 2 year warranty on Xray units to include parts, labor, and transportation.

\* Grand Total should agree with Total Bid Price on page 1 of this Invitation for Bids Offer Form. **Unit Price and Grand Total shall include all shipping & handling costs, Hawaii General Excise Tax, and any and all other costs to provide the equipment per the specifications.** **AWARD** of this IFB will be based on Grand Total. In the event of a calculation error, unit price shall prevail. Ancillary equipment prices should **not be included** on total bid price.

**II. Additional Information**

A. AUTHORIZED LOCAL SERVICE REPRESENTATIVE

Company Name	Address	Phone/Fax/email

B. 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

**REFERENCES**

**FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS WILL RESULT IN THE DISQUALIFICATION OF THE SUBMITTED BID.**

Names and addresses of companies, other than the Judiciary, for which the undersigned (or its Local Representative or Joint or Subcontractor) has furnished the specified equipment and performed or is currently performing maintenance services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Invitation for Bids.

Company/Agency Name & Contact	Address	Phone/Fax/email

**END OF SECTION THREE**