

STATE OF HAWAII
JUDICIARY

REQUEST FOR PROPOSALS

J20271

TO ESTABLISH A STATEWIDE PROGRAM THAT PERMITS THE POSTING OF MONETARY BAIL TWENTY-FOUR HOURS A DAY, SEVEN DAYS A WEEK FOR DEFENDANTS FOR WHOM A MONETARY AMOUNT OF BAIL HAS BEEN SET BY THE POLICE, OTHER LAW ENFORCEMENT AGENCY, COURT, AND ARE IN THE CUSTODY OF THE DEPARTMENT OF PUBLIC SAFETY

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.

OCTOBER 2019

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

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. J20271

TO ESTABLISH A STATEWIDE PROGRAM THAT PERMITS THE POSTING OF MONETARY BAIL TWENTY-FOUR HOURS A DAY, SEVEN DAYS A WEEK FOR DEFENDANTS FOR WHOM A MONETARY AMOUNT OF BAIL HAS BEEN SET BY THE POLICE, OTHER LAW ENFORCEMENT AGENCY, COURT, AND ARE IN THE CUSTODY OF THE DEPARTMENT OF PUBLIC SAFETY

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants for the above mentioned project. The contract term will be for twelve (12) months from January 1, 2020 through December 31, 2020. Contract may be extended for three (3) additional twelve (12) month periods from January 1, 2021 through December 31, 2023, 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 **November 12, 2019** Hawaii Standard Time and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than **12:00 p.m.**, Hawaii Standard Time on **November 12, 2019**, at the following address:

**The Judiciary, State of Hawaii
Financial Services Department
Kauikeaouli Hale (District Court Building)
1111 Alakea Street, 6th Floor
Honolulu, Hi 96813-2807
Attention: Ms. 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 Ms. Kathi Fujii, telephone (808) 539-4510 or e-mail at: kathi.k.fujii@courts.hawaii.gov. Contract questions may be directed to Ms. Tritia Cruz in the Contract & Purchasing Office at (808) 538-5805 or email at: Tritia.L.Cruz@courts.hawaii.gov.

/s/ Terri Gearon

Terri Gearon
Financial Services Director

(SPO & JUD Website: October 11, 2019)

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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 to establish a statewide program that permits the posting of monetary bail twenty-four hours a day, seven days a week for defendants for whom a monetary amount of bail has been set by the police, other law enforcement agency, court, and are in the custody of the Department of Public Safety pursuant to Act 179, 2019 Session Laws of Hawaii (Act 201).

A. Problem:

There are limited hours to post bail by those who are placed in the custody of the Department of Public Safety (7:45 a.m. to 4:30 p.m., Monday through Friday, excluding holidays). There is no ability to post bail outside of these hours.

B. Description of the goals of the service:

The goals of the requested service is: To establish a statewide program that permits the posting of monetary bail twenty-four hours a day, seven days a week for defendants for whom a monetary amount of bail has been set by the police, other law enforcement agency, court, and are in the custody of the Department of Public Safety.

C. Description of the target population to be served:

The target population includes adult offenders, age 18 or older, male and female, for whom a monetary amount of bail has been set by the police, other law enforcement agency, or the court. For defendants in the custody of the Department of Public Safety, a single contacted vendor needs to be available to post bail seven days a week.

D. Geographic coverage of service

Service areas include the following:

| | |
|----------------|-----------------------------------|
| First Circuit | Island of Oahu |
| Second Circuit | Island of Maui, Lanai and Molokai |
| Third Circuit | Island of Hawaii |
| Fifth Circuit | Island of Kauai |

GENERAL REQUIREMENTS

- A. Must be 18 years of age or older
- B. Must pass the surety agent licensing exam
- C. Possess sufficient financial resources to meet all surety obligations
- D. Must possess a General Excise Tax License

- E. Have a sponsorship of a surety company
- F. Have no felony or misdemeanor convictions involving moral turpitude
- G. Must be licensed through the Hawaii Department of Commerce and Consumer Affairs (License for Surety, Insurance Producer License for Surety, License Fee, Complete and pass fingerprinting background check, and an Appointment Surety by an insurance company).

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 | 10/11/2019 |
| Deadline for Questions | 10/17/2019 |
| Response to Written Questions | 10/24/2019 |
| PROPOSALS DUE | 11/12/2019 |
| Tentative Contract Award Date | December 2019 |
| Tentative Contract Start Date | 01/01/2020 |

SECTION TWO SPECIFICATIONS

2.1. SCOPE

The Contractor shall establish a statewide program that permits the posting of monetary bail twenty-four hours a day, seven days a week for defendants for whom a monetary amount of bail has been set by the police, other law enforcement agency, or the court. For defendants in the custody of the Department of Public Safety, the Judiciary shall contract with a single vendor to post bail seven days a week. Contractor is required to provide the equipment and all related services, such as monitoring, troubleshooting, data collection, and reporting. The offenders/defendants are solely responsible for all costs associated with their bail amount.

The target population includes adult offenders, age 18 or older, male and female, for whom a monetary amount of bail has been set by the police, other law enforcement agency, or the court, pursuant to Act 179, Hawaii Revised Status (HRS) § 804-7. The services will be needed statewide for the First (Oahu), Second (Maui County), Third (Hawaii County), and Fifth (Kauai) Circuits.

2.2. SERVICE ACTIVITIES

Proposals shall delineate the following:

- 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 with experience on the procedures of posting bail/bail bonds.
- c. 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.
- d. Identification of target group(s) to be serviced by the Applicant, including any applicable eligibility or exclusionary criteria.
- e. Description and length of services.
- f. Applicant must be available 24 hours, seven (7) days a week, statewide to respond to questions from offenders, family members, friends, etc., who would like to post bail. The Applicant needs to provide a "live" person responding to these calls.

2.3. MANAGEMENT REQUIREMENTS

- a. Applicants shall possess and document knowledge, capacity, skills and experience in working with targeted population(s). The proposal shall include educational background and experience of any staff in their company.
- b. The Applicant shall submit an agency organizational chart which includes and identifies all programs that the agency/Applicant oversees/administers, inclusive of subcontractors and consultants.
- c. The staff and volunteers, if used by the Applicant shall be under the supervision of the owner of the bail bonds company or his/her designee(s) and shall accordingly be trained in client confidentiality issues, ethics, and program quality assurance requirements.

2.4. ADMINISTRATIVE

- a. The Applicant shall establish and implement policies and procedures which clearly identify the target population for each type of service and methods of service delivery.
- b. Court testimony by an Applicant representative shall be provided as needed.

2.5. QUALITY ASSURANCE AND EVALUATION SPECIFICATIONS

- a. The Applicant shall have a quality assurance plan which identifies the mission of the organization, what services will be provided, how they are delivered, who is qualified to deliver the services, plan of payment, types of payment received, who is eligible to receive services and what standards are used to assess or evaluate the quality and utilization of services.
- b. Program evaluation should reflect the documentation of the achievement of the stated goals, using tools and measures consistent with the professional standards of the disciplines involved in the delivery of services.
- c. Applicants shall allow the Program Specialist to undergo periodic onsite visits, scheduled and unscheduled with a program assessment and/or audit designed to assess applicant's implementation of effective practices and for contract monitoring purposes. Based on the assessment/audit report, the vendor will develop in concert with the contracting agency, an action plan to address areas which need improvement. There should be at least one quality improvement activity completed annually.
- d. The Applicant shall allow the Judiciary access to all materials, files, and documents relating to the provision of services.

- e. Applicants shall provide all assessments, evaluations, or audits within the last two years.

2.6. OUTPUT AND PERFORMANCE/OUTCOME MEASURES

- a. Output: The Applicant shall record unduplicated clients served. The unduplicated count shall be recorded in the Applicants year-end report.
- b. Outcome: The Applicant shall propose measurement tools by which effectiveness of the services may be determined, as well as utilize any which may be developed and utilized by the Judiciary.

2.7. EXPERIENCE

- a. The Applicant must have demonstrated competence or qualifications to perform the required services.
- b. The Applicant must have a minimum of two (2) years of experience in the bail bonding business. In the absence of such experience, the Applicant shall provide supporting evidence why the two (2) year requirement should be waived.
- c. The Applicant shall have a minimum of two (2) years of experience in the provision of services to offenders. In the absence of such experience, the applicant will provide supporting evidence why the two (2) year requirement should be waived.

2.8. COORDINATION OF SERVICES

- a. The Applicant shall describe their ability to coordinate services from the clients in custody.

2.9. REPORTING REQUIREMENTS FOR PROGRAM DATA

- a. The Applicant shall submit Year-end reports summarizing output and outcome data, performance accomplishments and challenges. Year-end reports are due 45 days after the end of the contract period.
- b. Reports shall consist of a statement by the Applicant relating to the work accomplished during the reporting period and shall include statements of the nature of the work performed, identification of person served by the applicant during the reported period, identification of any immediate problems encountered during the reporting period, and any recommendations deemed pertinent by the Applicant, as well as a statement of what activities/goals are proposed to be accomplished during the next reporting period. In addition to the written progress reports, the applicant, upon request, shall be required to meet

with the representatives of the Judiciary to discuss the progress of the work required.

- c. The Applicant shall, at the completion of the contract period, submit a final written report to the Judiciary. The report shall include documentation of the Applicant's overall effort towards meeting the program goals and objectives, to include information on the outcome(s) of quality improvement activities engaged in. Furthermore, the Applicant shall furnish any additional reports or information that the Judiciary may from time to time require or request.

END OF SECTION

SECTION THREE SPECIAL PROVISIONS

3.1. SCOPE

The work consists of establishing a statewide program that permits the posting of monetary bail twenty-four hours a day, seven days a week for defendants for whom a monetary amount of bail has been set by the police, other law enforcement agency, court, and are in the custody of the Department of Public Safety. 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 Kathi Fujii, Adult Client Services Branch, First Circuit Court. The telephone number at which she may be reached is (808) 539-4510 and her email address is: Kathi.K.Fujii@courts.hawaii.gov.

3.3. TERM OF CONTRACT

Contractor shall enter into a contract commencing January 1, 2020 to December 31, 2020, to provide establishing a statewide program that permits the posting of monetary bail twenty-four hours a day, seven days a week for defendants for whom a monetary amount of bail has been set by the police, other law enforcement agency, court, and are in the custody of the Department of Public Safety. 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 PROPOSAL QUALIFICATION

References. Contractor shall list a minimum of three (3) governmental agencies and/or business firms to whom bidder has established a program that permits the posting of monetary bail. 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.

3.5. 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 Department
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Ms. 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 Postal mail.

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.

3.6. 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.

3.7. 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)

Capability: The Offeror will be evaluated based on their capability relevant to the proposal contract which shall include: demonstrated abilities related to the delivery of the proposed services. (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)

Experience: Each Offeror will be evaluated on their previous accomplishment and experience in posting monetary bail; responses from references; vendor qualifications (e.g. experience/licenses/certification of management and staff). (Maximum points = 20)

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)

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)

3.8. 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.

3.9 OFFER FORM

Offeror shall provide the fee schedule or costs associated with collection efforts by the Contractor and which shall be retained by the Contractor as its payment. Please provide all calculations. Use an example of a collection in the amount of \$1000.00. Illustrate what will be returned to the Judiciary and what will be retained by the Contractor, to include any additional and/or administrative fees.

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 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 January 1, 2020 through December 31, 2020. 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 Director. 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 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. 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.

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 services with the offender.

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 J20271

TO ESTABLISH A STATEWIDE PROGRAM THAT PERMITS THE POSTING OF MONETARY BAIL TWENTY-FOUR HOURS A DAY, SEVEN DAYS A WEEK FOR DEFENDANTS FOR WHOM A MONETARY AMOUNT OF BAIL HAS BEEN SET BY THE POLICE, OTHER LAW ENFORCEMENT AGENCY, COURT, AND ARE IN THE CUSTODY OF THE DEPARTMENT OF PUBLIC SAFETY 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 establish a statewide program that permits the posting of monetary bail twenty-four hours a day, seven days a week for defendants for whom a monetary amount of bail has been set by the police, other law enforcement agency, court, and are in the custody of the Department of Public Safety, 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: _____

WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J20271

Project Description: TO PROVIDE SERVICES FOR THE COLLECTION OF DELINQUENT ACCOUNTS
OWED TO THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.

All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSAL J20271

TO ESTABLISH A STATEWIDE PROGRAM THAT PERMITS THE POSTING OF MONETARY BAIL TWENTY-FOUR HOURS A DAY, SEVEN DAYS A WEEK FOR DEFENDANTS FOR WHOM A MONETARY AMOUNT OF BAIL HAS BEEN SET BY THE POLICE, OTHER LAW ENFORCEMENT AGENCY, COURT, AND ARE IN THE CUSTODY OF THE DEPARTMENT OF PUBLIC SAFETY THE JUDICIARY, STATE OF HAWAII

The following proposal is hereby submitted for the twelve (12) month period from January 1, 2020 through December 31, 2020.

I. Proposal prices

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.

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:

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 posting of monetary bail). Refer to the Qualification section, of the enclosed Special Provisions

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