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Terri Gearon
FINANCIAL SERVICES DIRECTOR

March 12, 2020

MEMORANDUM

TO WHOM IT MAY CONCERN:

FROM: Terri Gearon, Financial Services Director /s/ Terri Gearon

SUBJECT: **ADDENDUM NO. 1, REQUEST FOR PROPOSALS NO. J21002
To Provide Statewide Security Services For The Judiciary,
State of Hawaii**

Transmitted herewith for your review is one copy of Addendum No. 1, and is hereby made a part of Request for Proposals J21002 for the above-mentioned solicitation, and shall govern the work taking precedence over previously issued specifications governing the items mentioned.

Should you have any technical questions regarding this addendum, please contact Mr. Tim Kozak, telephone (808) 539-4970 or e-mail at: Timothy.A.Kozak@courts.hawaii.gov. Other questions regarding the Request for Proposal may be directed to Ms. Tritia Cruz in the Judiciary Contracts & Purchasing Office at (808) 538-5805 or email Tritia.L.Cruz@courts.hawaii.gov

ADDENDUM NO. 1
REQUEST FOR PROPOSALS NO. J21002
To Provide Statewide Security Services For The Judiciary
State of Hawaii

The items listed hereunder are hereby made a part of Request for Proposals No. J21002 for the above-mentioned solicitation, and shall govern the work taking precedence over previously issued specifications governing the items mentioned.

Questions submitted relating to RFP J21002, with Judiciary Responses:

1. Replace **SECTION 3.10.1 Insurance** in its entirety to read as follows:

3.10.1 **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 per accident or \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident. Automobile insurance shall maintain coverage for all Owned, Non-Owned and Hired Automobiles. If Contractor does not own autos, they must maintain Hired & Non-Owned Auto Liability. This can be part of a general liability policy if they do not have their own vehicles.
- 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.
- d) Professional Liability Insurance (Errors and Omission) in the minimum amount of \$1,000,000 per claim and \$2,000,000.00 annual aggregate.

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, each insurance policy required by contracts, shall contain the following clauses:

- a) The Judiciary, State of Hawaii is added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii (if available).
- b) 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.

The procuring of such required insurance shall not be construed to limit (Contractor's) liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract Notwithstanding said policy or policies of insurance, Broker shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

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

3.10.2. Offerors will be contacted for any clarifications of their proposal, any discussions, or for submittal of any best and final offers.

3.10.3. Proposals received after the date specified above or at a location other than the location specified above will not be considered at this time for these cases.

Questions submitted relating to RFP J21002, with Judiciary Responses:

Q1: Section 2.3(A) regarding replacement of security personnel to all locations within one (1) hour of notification. Please provide the total number of hours per year for the previous 1 – 2 years that the replacement of security personnel were executed.

A1: The Judiciary does not keep these statistics.

This requirement for the Contractor to provide a replacement within one (1) hour after being notified of an absence by the Judiciary, or by the on-duty security personnel is directly related to the Contractor's ability to appropriately manage their personnel in the scheduling of their approved vacation leave, sick leave, training days, and/or other scheduling conflicts and is not dependent upon anything that the Judiciary does or does not do.

Q2: Section 2.3(2)(c) – note that dosimeters are to be provided by Allied Universal. Please provide the quantity of all equipment provided by the existing security service provider and/or foreseeable future quantities needed.

A2:

a. Dosimeters

The Contractor shall provide one dosimeter for each Court Security Attendant, and all replacement personnel, in accordance with the following

site-specific requirements for the requested Court Security Attendant IIs (CSAII's) and Court Security Attendant Is (CSA I's) at these locations for the entire length of this contract:

<u>Designated site</u>	<u>Security Personnel</u>	<u>Hours</u>
Oahu		
Supreme Court Ali`iolani Hale	One (1) CSA I Three (3) CSA II's	9:00AM – 5:45PM 7:45AM – 4:30PM
Intermediate Court of Appeals Kapuaiwa Building	One (1) CSA II	10:00AM – 6:45PM
First Circuit Courthouse Ka`ahumanu Hale	One (1) CSA II's Three (3) CSA II's	6:15AM – 3PM 7:45AM – 4:30PM
First Circuit District Courthouse Kauikeaouli Hale	Four (4) CSA II's	7:45AM – 4:30PM
Kapolei Courthouse Ronald T.Y. Moon Judiciary Complex	Four (4) CSA I's Six (6) CSA II's One (1) CSA II	One (1) 7AM – 3:45PM, Two (2) 7:45AM – 4:30PM, and One (1) 8:30AM – 5:15PM for Control Room One (1) 6AM – 2:45PM, and Five (5) 7:45AM – 4:30PM After hours, holidays, and weekends
Ewa Courthouse	Two (2) CSA II's	7:45AM – 4:30PM
Kaneohe Courthouse	Two (2) CSA II's	7:45AM – 4:30PM
Wahiawa Courthouse	Two (2) CSA II's	7:45AM – 4:30PM
Maui		
Second Circuit Courthouse Hoapili Hale	One (1) CSA II One (1) CSA II One (1) CSA II One (1) CSA II One (1) CSA II Two (2) CSA II's	7:15AM – 4:30PM Courthouse 7:30AM – 4:30PM Courthouse 7:30AM – 4:45PM Courthouse 7:00AM – 8:00AM Parking Garage 4:00PM – 5:00PM Parking Garage 4:30PM – 5:30PM “Kids First” Event, second Wednesday of every month and is subject to change
Second Circuit Lahaina Courthouse	One (1) CSA II	7:30AM – 4:30PM
Second Circuit Adult Client Services Branch	One (1) CSA II	7:30AM – 4:30PM

Hawaii		
Third Circuit Courthouse Hilo Hale Kaulke	One (1) CSA I Four (4) CSA II's One (1) CSA II	7:00AM – 4:30PM 7:00AM – 4:30PM After hours, holidays, and weekends
Third Circuit Courthouse Kona Keahuolū	One (1) CSA I Seven (7) CSA II's One (1) CSA II	7:00AM – 4:30PM 7:00AM – 4:30PM After hours, holidays, and weekends
South Kohala District Court Waimea	Two (2) CSA II's	7:30AM – 4:30PM
Kauai		
Fifth Circuit Courthouse Pu`uhonua Kaulike Building	One (1) CSA I Three (3) CSA II's	6:15AM – 5:00PM 6:15AM – 5:00PM

- b. Magnetometers (solicitation states the Contractor must be trained; however not that the Contractor is to provide this type of equipment)

Judiciary will provide.

- c. X-ray machines (solicitation states the Contractor must be trained; however not that the Contractor is to provide this type of equipment)

Judiciary will provide.

- d. Hand-held two-way radios

The Contractor will provide one portable, two-way handheld radio in accordance with the following site-specific requirements for the requested Court Security Attendant IIs (CSAII's) and Court Security Attendant Is (CSA I's) at these locations:

<u>Designated site</u>	<u>Security Personnel</u>	<u>Hours</u>
Oahu		
Supreme Court Ali`iolani Hale	One (1) CSA I Three (3) CSA II's	9:00AM – 5:45PM 7:45AM – 4:30PM
Intermediate Court of Appeals Kapuaiwa Building	One (1) CSA II	10:00AM – 6:45PM
First Circuit Courthouse Ka`ahumanu Hale	One (1) CSA II's Three (3) CSA II's	6:15AM – 3PM 7:45AM – 4:30PM
First Circuit District	Four (4) CSA	7:45AM – 4:30PM

Courthouse Kauikeaouli Hale	II's	
Kapolei Courthouse Ronald T.Y. Moon Judiciary Complex	Four (4) CSA I's Six (6) CSA II's	One (1) 7AM – 3:45PM, Two (2) 7:45AM – 4:30PM, and One (1) 8:30AM – 5:15PM for Control Room One (1) 6AM – 2:45PM, and Five (5) 7:45AM – 4:30PM
Kaneohe Courthouse	Two (2) CSA II's	7:45AM – 4:30PM
Maui		
Second Circuit Courthouse Hoapili Hale	One (1) CSA II One (1) CSA II One (1) CSA II One (1) CSA II One (1) CSA II Two (2) CSA II's	7:15AM – 4:30PM Courthouse 7:30AM – 4:30PM Courthouse 7:30AM – 4:45PM Courthouse 7:00AM – 8:00AM Parking Garage 4:00PM – 5:00PM Parking Garage 4:30PM – 5:30PM “Kids First” Event, second Wednesday of every month and is subject to change
Second Circuit Adult Client Services Branch	One (1) CSA II	7:30AM – 4:30PM
Hawaii		
Third Circuit Courthouse Hilo Hale Kaulke	One (1) CSA I Four (4) CSA II's	7:00AM – 4:30PM 7:00AM – 4:30PM
Third Circuit Courthouse Kona Keahuolū	One (1) CSA I Seven (7) CSA II's	7:00AM – 4:30PM 7:00AM – 4:30PM
Kauai		
Fifth Circuit Courthouse Pu`uhonua Kaulike Building	One (1) CSA I Three (3) CSA II's	6:15AM – 5:00PM 6:15AM – 5:00PM

In addition, the Contractor will add a total of eight (8) additional radios to provide a portable, two-way, handheld radio to the Sheriff Division and the Chief Court Administrator and/or their designee for each of the above Circuit Courts.

e. Cell phones only

The Contractor shall assure that the managers of this contract shall possess a cellular telephone internet electronic accessible handheld device (i.e. iphone, android, blackberry, etc....) which could be contacted by and respond to Judiciary management during the normal business hours of the Judiciary

(7:45AM to 4:30PM).

For the purpose of this contract the managers are considered one (1) overall Contract Security Manager (CSM), and one (1) Circuit Security Supervisor (CSS) for each Circuit Court. One (1) Circuit Security Supervisor (CSS) will be assigned to each Circuit Court as follows:

One (1) CSS at the First Circuit Court (Honolulu),
One (1) CSS at the Second Circuit Court (Maui),
One (1) CSS at the Third Circuit Court (Hawaii),
One (1) CSS at the Fifth Circuit Court (Kauai).

Therefore, the Contractor shall assure that five (5) cellular telephone internet electronic accessible handheld devices (i.e. iphone, android, blackberry, etc...) are available for the five (5) managers as described above for the entire length of this contract.

f. Or Cell phones with reporting technology

The Contractor shall assure that the managers of this contract shall possess a cellular telephone internet electronic accessible handheld device (i.e. iphone, android, blackberry, etc...) which could be contacted by and respond to Judiciary management during the normal business hours of the Judiciary (7:45AM to 4:30PM).

For the purpose of this contract the managers are considered one (1) overall Contract Security Manager (CSM), and one (1) Circuit Security Supervisor (CSS) for each Circuit Court. One (1) Circuit Security Supervisor (CSS) will be assigned to each Circuit Court as follows:

One (1) CSS at the First Circuit Court (Honolulu),
One (1) CSS at the Second Circuit Court (Maui),
One (1) CSS at the Third Circuit Court (Hawaii),
One (1) CSS at the Fifth Circuit Court (Kauai).

Therefore, the Contractor shall assure that five (5) cellular telephone internet electronic accessible handheld devices (i.e. iphone, android, blackberry, etc...) are available for the five (5) managers as described above for the entire length of this contract.

g. Any additional equipment...

Q3: Section 2.4(A)(1) – Regarding “Traffic abstract” as driving does not seem to be a part of the job responsibilities, is this still a requirement? Regarding Section 2.4(C)(19.), it unclear as to what background documentation we are to provide. Our preference is to provide written confirmation that security personnel have passed the background screening. Will that suffice?

A3: The Scope of Work does say that all personnel associated to this contract by the Contractor will have maturity in conduct, behavior and attitude; have strong moral character; and possess high standards and be truthful. The Judiciary has requested a traffic abstract to assist in determining the above requirements.

The requested documentation of the background investigation conducted by the Contractor is thoroughly described in Section 2.4(A)(1) and Section 2.4(C)(19).

Q4: Section 2.4(C)(9) – regarding the requirement for “complete physical examinations”. We note the 20/30 correctable vision and “hear at a normal conversational level.” What is considered normal or what is the unit of measure to verify the hearing? We also note the drug/alcohol testing. Are there any other items to note for physical exam?

A4: The Contractor is required to have a licensed physician certify the all security personnel associated to this contract can hear normal conversation in the right ear and the left ear from a distance of twenty (20) feet away from the source of the normal conversational level.

Q5: Section 3.10.1 – with regard to insurance requirements, the amounts are reasonable; however, we request:

- a. Add to the end of subsection (d) (first paragraph) “which coverage may be provided as part of a Commercial General Liability policy”
- b. In subsection (d) (second paragraph) replace “added” with “included” in line 4 and insert in line 5 “to the extent of the Contractor’s negligent performance of the Services and up to the required insurance coverage amount” between the words “insured” and “as”

A5: Responses are as follows:

- a. Should Professional Liability Insurance (Errors and Omission) be provided as part of a Commercial General Liability policy, The Judiciary, State of Hawaii shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii under the Commercial General Liability coverage but not as an additional insured under the Professional Liability Insurance (Errors and Omission)
- b. Section 3.10.1 Insurance has been amended in its entirety.
SEE ABOVE ADDENDUM NO. 1 #1

Q6: Pricing - We note there are 14 annual state holidays. Please confirm the Contractor will be required to honor all state holidays.

A6: The Contractor will be required to honor the fourteen (14) annual state holidays in regards to coverage of security services at these Judiciary facilities:

Oahu

Supreme Court, Ali`iolani Hale
Intermediate Court of Appeals, Kapuaiwa Building
First Circuit Courthouse, Ka`ahumanu Hale

First Circuit District Courthouse, Kauikeaouli Hale
Ewa Courthouse
Kaneohe Courthouse
Wahiawa Courthouse

Maui

Second Circuit Courthouse, Hoapili Hale
Second Circuit Adult Client Services Branch
Second Circuit Lahaina

Hawaii

South Kohala District Court Waimea

Kauai

Fifth Circuit Courthouse, Pu`uhonua Kaulike Building

The Contractor is being asked to provide off hours and holiday coverage of security services at these Judiciary facilities:

Oahu

Kapolei Courthouse, Ronald T.Y. Moon Judiciary Complex

Hawaii

Third Circuit Courthouse Hilo, Hale Kaulke
Third Circuit Courthouse Kona, Keahuolū

In addition, these details are outlined in the Site-Specific Requirements in Section 2.4 (E) of the Scope of Work.

- Q7:** Is there a specific pricing format or pricing sheet the bidders are required to complete and submit?
- A7:** No, there is not a specific pricing format or pricing sheet
- Q8:** General Conditions Section 11 – note that only the State of Hawaii has termination for convenience rights. We request for mutual rights to termination.
- A8:** The Judiciary will not make changes to Section 11

Q9: General Conditions Section 14 – requesting to revise the indemnify by replacing “arising out of or resulting from the” in lines 3 and 4 with “:to the extent caused by the negligent”

A9: The Judiciary will not make changes to Section 14

Q10: General Conditions Section 32 – requesting to add our standard limitation of liability clauses which read: “Notwithstanding anything contained in this Agreement to the contrary, should the Contractor be found liable for any losses hereunder for any reason, the sole and exclusive remedy of Judiciary in any situation, whether in contract or tort, or otherwise, shall be limited to Judiciary’s actual and direct damages, and shall in no event exceed in the aggregate the greater of (i) the amounts invoiced over the previous twelve (12) month period and paid by Judiciary to Contractor and (ii) one hundred thousand dollars (\$100,000). Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.”

A10: The Judiciary will not make changes to Section 32