

REQUEST FOR PROPOSALS
No. J21002

TO PROVIDE STATEWIDE SECURITY
SERVICES FOR THE JUDICIARY
STATE OF HAWAII

March 2020

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.

NOTICE TO APPLICANTS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by 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

Submit E-MAIL to: E-mail Address: Tritia.L.Cruz@courts.hawaii.gov

Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- FAX number
- Name of Contact Person
- E-mail Address

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII

REQUEST FOR PROPOSALS (RFP) NO. J21002

Competitive sealed proposals for the **STATEWIDE SECURITY SERVICES FOR THE JUDICIARY, STATE OF HAWAII**, will be received at:

The Judiciary, State of Hawaii
Financial Services Department
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807
Attn: Ms. Tritia Cruz

up to May 4, 2020, 2:00 PM HAWAII STANDARD TIME (H.S.T)

Proposals received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information" and "Business with the Judiciary" and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Request for Proposal may be directed to Mr. Tim Kozak, Special Assistant for Judiciary Security at (808) 539-4970, email Timothy.A.Kozak@courts.hawaii.gov; other questions may be directed to Ms. Tritia Cruz in the Contracts & Purchasing Office, at (808) 538-5805 or email Tritia.L.Cruz@courts.hawaii.gov.

/s/ Terri Gearon
Terri Gearon
Financial Services Director

TABLE OF CONTENTS

SECTION ONE - INTRODUCTION 1

 1.1 INTRODUCTION..... 1

 1.2 SIGNIFICANT DATES 1

SECTION TWO - SCOPE OF WORK..... 2

 2.1 OBJECTIVES..... 2

 2.2 SCOPE OF WORK..... 2

 2.3 PRIMARY SERVICES TO BE FURNISHED 4

 2.4 PERSONNEL QUALIFICATION REQUIREMENTS 8

 2.5 MANAGEMENT..... 18

 2.6 AUTHORITY..... 20

 2.7 EQUIPMENT 21

 2.8 ADDITIONAL REQUIREMENTS 22

 2.9 OPTIONAL ADDITIVE SCOPE OF WORK..... 23

 2.10 BIDDER MINIMUM QUALIFICATIONS..... 24

SECTION THREE - SPECIAL PROVISIONS..... 28

 3.1 SCOPE 28

 3.2 TERM OF CONTRACT 28

 3.3 OFFER PREPARATION 31

 3.4 WRITTEN INQUIRIES 32

 3.5 OFFICER-IN-CHARGE 32

 3.6 SUBMISSION OF PROPOSAL..... 32

 3.7 CONFIDENTIALITY..... 33

 3.8 AWARD..... 33

 3.9 CONTRACT PERFORMANCE BOND 33

 3.10 REQUIREMENT FOR AWARD..... 33

 3.11 CONTRACT EXECUTION AND EXTENSION 36

 3.12 PRICING INFORMATION AND ADJUSTMENTS 37

 3.13 INVOICING AND PAYMENT 37

 3.14 CONFIDENTIALITY OF JUDICIARY INFORMATION 38

 3.15 TERMINATION FOR CAUSE 38

 3.16 EXAMINATION OF WORK SITE 40

 3.17 REMOVAL OF CONTRACTOR'S EMPLOYEE 40

 3.18 INSPECTION 40

 3.19 LIQUIDATED DAMAGES 40

 3.20 CAMPAGIN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS 41

 3.21 CONFLICTS AND VARIATIONS 41

SECTION FOUR - EVALUATION OF PROPOSALS..... 42

 4.1 PROPOSAL EVALUATION 42

 4.2 EVALUATION CRITERIA..... 42

SECTION FIVE - ATTACHMENTS..... 46

SECTION ONE - INTRODUCTION

1.1 INTRODUCTION

The Contractor shall furnish the necessary security personnel, management, uniforms, and equipment to establish and provide security services for the State of Hawaii Judiciary. All security services will be confined to and performed at facilities within the Judiciary unless otherwise stated in this contract. These security services shall be provided for the Judiciary at various courthouses throughout the State.

1.2 SIGNIFICANT DATES

Advertisement	March 2, 2020
Deadline for Written Questions	March 10, 2020; 12:00pm HST
Response to Written Questions	March 12, 2020; 4:30pm HST
Standard Qualification Questionnaire for Offerors Due <i>Refer to Section 2.10(5) for submittal details</i>	March 16, 2020; 12:00pm HST
Responsible Contractors Notified	No later than April 2, 2020
Deadline for Written Questions <i>Responsible Contractors Only</i>	April 13, 2020; 12:00pm HST
Response to Written Questions <i>Responsible Contractors Only</i>	April 20, 2020; 4:30pm HST
PROPOSALS DUE	May 4, 2020; 2:00pm HST
Tentative Award Date	June 2020
Commencement of Work	July 1, 2020

END OF SECTION

SECTION TWO - SCOPE OF WORK

2.1 OBJECTIVES

At a minimum, the Judiciary desires a “Base” system comprised of services addressing the following sections of this Scope of Work:

- I. Scope of Work
- II. Primary Services to be Furnished
- III. Personnel Qualification Requirements
- IV. Management
- V. Authority
- VI. Equipment
- VII. Additional Requirements

As an “Optional Additive Scope of Work” the Judiciary desires a system comprised of services addressing the following sections of this Scope of Work:

- VIII. Optional Additive Scope of Work

Selection of the Optional Additive Scope of Work will only be considered if sufficient funds are available after the base bid has been fulfilled.

2.2 SCOPE OF WORK

- A. The Contractor shall furnish the necessary security personnel, management, uniforms, and equipment to establish and provide security services for the State of Hawaii Judiciary. All security services will be confined to and performed at facilities within the Judiciary unless otherwise stated in this contract. These security services shall be provided for the Judiciary at the following courthouses throughout the State:

Oahu

Supreme Court - Ali`iolani Hale
Intermediate Court of Appeals - Kapuaiwa Building
First Circuit Courthouse - Ka`ahumanu Hale
First Circuit District Courthouse - Kauikeaouli Hale
Kapolei Courthouse - Ronald T.Y. Moon Judiciary Complex
Ewa Courthouse
Kaneohe Courthouse
Wahiawa Courthouse

Maui

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

Hawaii

Third Circuit Courthouse Hilo, Hale Kaulke
Third Circuit Courthouse Kona, Keahuolū
South Kohala District Court Waimea

Kauai

Fifth Circuit Courthouse, Pu`uhonua Kaulike Building

- B. The Contractor shall cooperate and work with all other contractors and government agencies at all times including, but not limited to, any other security service or law enforcement agencies. The Contractor shall at all times employ sufficient personnel to perform the work in the manner and time required under this contract.
- C. The requested service times of this security contract may be adjusted by the Contract Administrator at any site to meet any security and safety requirement changes, seasonal demands, the changing security environment, and budgetary changes. Additional locations and hours may be added throughout the duration of this contract and shall be provided at the inclusive hourly proposed rate. The Contract Administrator may increase or decrease the hours of service to be provided at any site by the Contractor at the applicable Proposal rate provided the Contractor is given written notice a minimum of seven (7) calendar days prior to the change. The Contractor may agree to changes with shorter notification. A contract amendment shall be executed to reflect any revisions to the locations and/or hours.
- D. The Contractor will institute any changes in assignments subject to the following:

No additional charges will be assessed to the Judiciary unless additional hours of work shall be required by the change or overtime that is required in urgent situations.

The Contractor will be compensated at the unit proposal price for the category of security personnel for which the change is requested and required. Employee hours have been predicated on current and projected security and safety activities at the various courthouses. Payments shall be made only for actual working hours of security services furnished by the Contractor in accordance with this contract.
- E. Any person employed by the Contractor who, in the opinion of the Contract Administrator, does not perform work under the Contract in a proper and

skillful manner, is under the influence of drugs or alcohol, is disorderly, is abusive, or does not demonstrate tact and diplomacy in dealing with others shall, at the request of the Contract Administrator, be removed immediately by the Contractor and shall not be employed in any portion of this work under this contract.

- F. If the Contractor fails to furnish suitable and sufficient personnel for the proper performance of the work within five (5) consecutive business days, the Judiciary may, by written notice, suspend the work until suitable and sufficient personnel are furnished. If a person loses or fails to maintain their security license in accordance with HRS 463, that person shall not be employed in any portion of the work under the Contract. The Contractor shall employ such methods and means in carrying out their work so as not to cause any interruption, disturbance, or interference with the employees and/or the public of the Judiciary.
- G. The Contract Administrator or their designee shall have the right to monitor Contractor's work performance at all times and shall be furnished with every reasonable proof, documented or otherwise, for ascertaining that all work is being performed in accordance with the requirements and intentions of the specifications contained in this contract. All work shall be subject to the Contract Administrator's or their designee's inspection and approval.
- H. If in good faith the Judiciary decides that the work, in whole or in part, is unsatisfactory, the Judiciary shall notify the Contractor of the improvement required for satisfactory performance and the Contractor shall address and correct the deficiency as required within twenty-four (24) hours after receiving notification from Judiciary.

2.3 PRIMARY SERVICES TO BE FURNISHED

A. **Security Screening of Courthouse Checkpoints by Contract Security Personnel**

The Judiciary will contract the services of Court Security Attendant II and Court Security Attendant I positions as described and defined in Section 2.4 of these Specifications under the Personnel Qualification Requirements. These positions will be furnished to the locations identified in Section 2.2 Scope of Work of these Specifications.

Court Security Attendants shall be provided five (5) days a week for all designated Judiciary locations, Monday through Friday, excluding State holidays and/or on days that work is not officially scheduled at a designated location. Generally, unless otherwise specified in the Site-Specific requirements of this contract, Court Security Attendants shall be assigned to the designated Judiciary locations in accordance to the work schedule of 7:45AM to 4:30PM. The Judiciary reserves the right to adjust and approve the Court Security Attendant's schedule as deemed necessary.

The Contractor shall provide qualified security personnel, who meet the

unique training specifications described and defined in Section 2.4 of these Specifications under (F) Training with equipment certifications at each designated location at all times during hours of operation. The Contractor, upon being made aware that a Court Security Attendant has called in sick or otherwise unable to report to their respective assigned post of duty, shall notify the Judiciary in a timely basis that the process of replacement has begun and provide an estimated time of arrival for a replacement Court Security Attendant.

The Judiciary may require security services for various locations outside of Judiciary Facilities including properties that are rented, leased, and/or otherwise used for official Judiciary business. If required, the security services shall be provided at the Contractor's hourly rate (not an overtime rate) that will be charged for any work that is required for locations other than the designated Judiciary Facilities listed in this Scope of Work. In these instances, work schedules, lunch breaks, and other breaks shall be under the authority of the Contract Administrator.

The Contractor is required to maintain a pool of properly trained and equipment certified personnel available at any time to account for any security personnel shortages due to sick leave, vacations, leave of service, training, or other unforeseeable circumstances. Should any of the Court Security Attendants fail to report for work at the prescribed times, the Contractor shall assign another Court Security Attendant with equal or greater level of training or a Supervisor that meets the minimum training requirements noted in this contract to maintain security coverage. The Contractor shall provide a replacement within one (1) hour after being notified of an absence by the Judiciary, or by the on-duty security personnel.

1. The following primary services will be required of the Court Security Attendants assigned to the Judiciary:
 - a. Maintain laws, rules, and regulations for the protection and security of property and provide a safe environment for court users and staff.
 - b. Maintain watch in the assigned locations for disturbances by visitors.
 - c. Shall use tact and judgment to prevent or minimize disorder, quell disturbances, and generally maintain law and order.
 - d. Be alert and available to assist employees when visitors are reported as being hostile, abusive, or disorderly, or if they appear to be under the influence of drugs, drunk, mentally or emotionally unstable, criminal, and/or armed.
 - e. Be alert and respond to disturbances, and determine when law enforcement intervention is necessary. Security personnel shall follow through by summoning law enforcement, cooperating and

assisting with law enforcement when necessary, and testifying in court, if necessary.

- f. Prevent the entry of unauthorized person(s) into restricted areas and immediately summon and inform law enforcement if made aware of possible unlawful or hazardous behavior of an individual(s).
 - g. Follow procedures and guidelines set by the Judiciary in providing visitor passes to individuals doing business with the Judiciary.
 - h. Be able to detect and recognize dangerous items and objects. Dangerous items are defined as a firearm, weapon, device, instrument, material or substance, whether animate or inanimate, which when it is used or intended to be used is known to be capable of producing bodily injury, death, or destruction of property. All dangerous items and objects shall be confiscated and reported immediately to the Department of Public Safety, Sheriff Division.
 - i. Be able to detect and identify illegal contraband. Illegal contraband is defined as any article or item, which a person is prohibited from obtaining or possessing under the Hawaii Revised Statutes (HRS) or the City and County Ordinances. All contraband that is detected shall be immediately reported to the Department of Public Safety, Sheriff Division.
 - j. Maintain a log of prohibited items removed from and subsequently returned to individuals entering and then exiting a Judiciary facility.
 - k. Report any malfunctions of equipment to the Department of Public Safety, Sheriff Division and to the Chief Court Administrator and/or their designee of the respective Judiciary facility.
 - l. Perform general patrolling within the rural court buildings and grounds (i.e., office lobbies, cashier counters, courtroom entrances, halls or lanais, etc.). Check and secure buildings including restrooms.
 - m. Prepare activity and incident reports and assist in the recording of all incidents requiring Sheriff and/or Police assistance or intervention.
 - n. Maintain the confidentiality of all documents viewed during the performance of their duties.
 - o. Assist Sheriff Division and the respective Chief Court Administrator and/or their designee in the evacuation of a Judiciary facility as appropriate.
2. The Contractor shall ensure that:
- a. All security personnel, if required, are in proper uniform.

- b. Court Security Attendants are not armed while on duty, and are properly trained in their assigned positions, including documented training in the use of security equipment provided for security services at their assigned posts of duty.
- c. A dosimeter is provided and assigned to each Court Security Attendant to monitor the radiation exposure for each Court Security Attendant.
- d. Security personnel shall possess good judgment, even temperament, tact, and ability to communicate and read simple instructions.
- e. Security personnel shall be in good health, and physically able to perform the duties which include prolonged standing for considerable periods.
- f. Security personnel shall refrain from having visitors and socializing. Unofficial telephone calls and reading or viewing of personal devices will be limited to emergency situations only.
- g. Security personnel may not discuss their duty assignments and **sensitive security information** to anyone who does not have an official need to know.
- h. The Contractor shall conduct a State and Federal fingerprint-based criminal history record check for any person, including but not limited to, any officer, employee, volunteer, or subcontractor who provides the services of this contract. In addition, the Contractor will conduct a search of the State and National Sex Offender Registries <http://sexoffenders.ehawaii.gov> (State Sex Offender Registry) and the www.nsopr.gov (National Sex Offender Public Registry). The minimum record checks shall be conducted once every three (3) years for each person, and/or at the outset of the contract period if such checks have never been conducted. The results of the minimum record checks shall be placed in the officer's/employee's/volunteer's/subcontractor's file and shall be made available for review by the Contract Administrator. These minimum record checks shall also be conducted for any new employee before that employee provides the services required in this contract.

The Contractor is responsible for ensuring that any person who provides services under this contract and who has a record of conviction or other record following a minimum record check is qualified to perform the services required under this contract. The Contract Administrator may require Contractor to provide justification for retaining a person who has a record following a minimum record check, and the Contract Administrator may request Contractor to assign another person if the Contract Administrator

expresses a safety concern about the person with a record.

The Contractor is also required to have procedures that require any person who performs services under this contract to inform management if he/she has been arrested for a crime during the contract term. Contractor's procedures shall include provisions to address this situation.

- i. The Chief Court Administrator and/or their designee may require in writing that the Contractor relocate any Court Security Attendant to another security checkpoint or post within the Judicial Circuit for the purposes of training or special supervision, in order to enhance the overall effectiveness of the Judiciary security contract specifications.
- j. The Chief Court Administrator and/or their designee may require in writing that the Contractor remove and/or replace any security personnel who has demonstrated incompetence, carelessness, disorderly conduct, erratic attendance, or who does not perform their duties in a satisfactory manner. Any Contractor's employee so removed shall not be reassigned to any other Judiciary location.
- k. All Circuit Security Supervisors shall work in collaboration with their respective Chief Court Administrator and/or designee to resolve any contractual security related issues that may arise. The Contract Administrator will serve as the final arbiter of all security related contract issues.
- l. Compliance with Section 463, HRS, specifically as it pertains to guards and guard agencies, must be satisfied.

2.4 PERSONNEL QUALIFICATION REQUIREMENTS

Due to the sensitive nature of the work to be performed herein, the responsibility and authority connected with the individuals to be employed under this contract, and the requirement that security personnel be in constant contact with the public, the Judiciary has established the following minimum qualification requirements for the individuals to be assigned as Court Security Attendants under this contract. Bidder should determine prior to the submittal of a bid that the security personnel to be assigned to this contract meet the requirements herein.

Proof of personnel meeting the following requirements for the positions of Court Security Attendant II, Court Security Attendant I, Circuit Security Supervisors, and/or Contract Security Manager shall be submitted within twenty (20) calendar days after receipt of Notice of Award. Documentation of bidder's security personnel background checks and qualifications will be outlined in the Notice of Award.

A. **Background Investigation:**

1. Prior to award, [if any, and at no cost to the Judiciary], bidder shall provide a complete background and fingerprint based criminal history check of all security personnel to be assigned to this contract. These background checks shall be at no cost to the Judiciary. Background check documents for each individual shall include:
 - a) Traffic abstract;
 - b) Criminal history abstracts for the State of Hawaii; and any other state in which the employee has resided for the past seven (7) years; and
 - c) Arrest record in the State of Hawaii and any other state in which the employee has resided for the past seven (7) years.
2. Security personnel shall have no felony conviction(s) prior to or during the Security personnel's employment under this contract. Only authorized personnel working on this project may be allowed to obtain security access passes.
3. Documentation of each individual's background check shall be currently printed out, dated, and submitted no earlier than as outlined in the Notice of Award.

If an individual's background check is questionable, the Judiciary reserves the right to request that further background information be provided.

4. Documentation of the background checks shall be submitted as directed and outlined in the Notice of Award.

In addition, background check documents will be made available in the Contractor's district offices in Hawaii for inspection by the Judiciary.

5. Any person with a history of emotional disorders or felony convictions shall not be assigned to this contract.
6. Failure to submit the background check documents as directed and outlined in the Notice of Award shall be grounds for considering bidder's offer non-responsive and subject to rejection.

B. **General Requirements:**

1. Security personnel for this contract will be defined as Court Security Attendant II's, Court Security Attendant I's, Circuit Security Supervisors, and the Contract Security Manager.
2. The Contractor will provide Court Security Attendants with a professional uniform, which is consistent across the entire Judiciary,

and replace those uniforms when soiled or damaged in a timely manner as needed to maintain a professional image.

3. The positions outlined in this contract for Court Security Attendant II's, Court Security Attendant I's, Circuit Security Supervisors, and the Contract Security Manager shall work without a firearm.
4. Security Personnel provided shall be able to deal with court staff cooperatively, and maintain good relations with the public and preserve order firmly without being arbitrarily tough or abusive.
5. The security personnel will be responsible for the protection of Judiciary Property and personal safety of the public and court staff at all times.
6. Work stations, duties, and work schedules are to be designated by the Judiciary staff and handled by the Chief Court Administrator and/or their designee at each location.
7. Lunch and break periods for security personnel will be under the sole authority of the Judiciary and handled by the Chief Court Administrator and/or their designee at each location, and will not be chargeable to the contract.
8. Where services require the division of time between multiple buildings, floors, rooms, etc. Security personnel shall be equipped with radios or other such communication device(s) to enable the officer to contact other security officer(s) or personnel immediately in cases when emergency assistance is required.
9. Contractor shall ensure that all equipment used in the performance of services specified under this contract are properly maintained and in good working condition.

C. **Physical, Educational and Training Requirements:**

Prior to award, if any, bidder shall ensure and certify that each individual to be assigned to this contract meets the following minimum requirements and shall provide proof thereof as directed and outlined in the Notice of Award.

It is the Contractor's responsibility to ensure that all security personnel assigned to this contract is qualified physically and educationally, and properly trained to perform security work required under this contract. Compliance with this requirement shall be submitted as directed and outlined in the Notice of Award.

The Contractor will only select those individuals capable of demonstrating or having the following:

1. Ability to exercise sound judgment and render immediate, appropriate decisions, under stressful conditions.
2. Maturity in conduct, behavior and attitude.
3. Ability to take orders, follow instructions, accept and assume responsibility for one's actions.
4. Alertness, attentiveness and professional conduct. Ability to recognize, respond and take appropriate and corrective action to various situations.
5. Strong moral character. Must possess high standards and be truthful.
6. All security personnel shall have no record of moral turpitude, domestic violence, untruthfulness or mental and/or emotional disorders which may interfere with the performance of their duties.
7. Ability to effectively communicate, verbally and in writing, in English.
8. Courtesy in their inter-personal relationships with the public, Judiciary employees, public, law enforcement (Federal, State and local) and security personnel. Be well-groomed and neat in appearance as officially commissioned representatives of the Judiciary.
9. **Pass a complete physical examination within the past six (6) months, to include drug testing and also random drug and alcohol testing every year. All expenses related to the random drug and alcohol testing shall be borne by the Contractor.**

A certificate from a licensed physician shall be submitted to the Contract Administrator as directed and outlined in the Notice of Award attesting that the individual has completed the required physical examination. Results of any drug and/or alcohol testing shall also be submitted to the Contract Administrator as directed and outlined in the Notice of Award attesting that the individual has completed the required screening test. The Judiciary reserves the right to randomly select up to six (6) security officers to participate in a drug and/or alcohol screening test and/or physical examination in each year of this contract at the Contractor's expense.

10. Correctable vision to 20/30 each eye.
11. Security personnel must be able to hear at a normal conversational level. A hearing aid may be used to meet this requirement.
12. Security personnel must be physically able to serve a normal shift walking; standing; being posted at security gates and checkpoints; using stairs, escalators, parking ramps; operating motor vehicles or power carts; and directing and managing traffic.

13. Security personnel must be able to withstand the physical demands of responding to emergency situations and exercise physical force, if required, in the execution of their official duties to defend themselves and others.
14. Security personnel must be certified in the operation of hand-held magnetometers, walk through magnetometers, and X-Ray machines to identify and stop prohibited items from entering Judiciary facilities. Certifications of this proficiency for security personnel shall be provided to the Chief Court Administrator and/or their designee of every circuit, as directed and outlined in the Notice of Award.
15. Security personnel must be certified First Aid Training, Cardiopulmonary Resuscitation (CPR), use of an Automated External Defibrillator (AED), and Stop The Bleed Training. Certifications of this proficiency for security personnel shall be provided to the Chief Court Administrator and/or their designee of every circuit, as directed and outlined in the Notice of Award.
16. Security personnel must be trained in the Americans with Disabilities Act (ADA) and the proper handling of service animal issues related to the entry of service animals into Judiciary Facilities. Certification of this proficiency for security personnel will be provided to the Chief Court Administrator and/or their designee of every circuit, as directed and outlined in the Notice of Award.
17. Minimum age of 21 years of age for Court Security Attendants II, Court Security Attendant I, Circuit Security Supervisors, and/or Contract Security Manager.
18. High school graduate or equivalent. Copies of their high school diploma, General Educational Development ("GED") or proof of applicable work experience shall be made available in the Contractor's district offices in Hawaii for inspection by the Judiciary.
19. Individuals assigned to this contract shall possess a valid State of Hawaii driver's license or a valid driver's license recognized in the State of Hawaii by the start of this contract. Copies of their valid driver's license shall be made available in the Contractor's district offices in Hawaii for inspection by the Judiciary.
20. Maintain compliance with all requirements for a security guard license in accordance with HRS 463.
21. Individuals assigned to this contract shall have experience and training which indicates an ability in clerical work and record keeping activities to include having basic computer skills, operating an access control system, typing and explaining rules, regulations and procedures. Personnel must have excellent communication (oral and written) skills and be very courteous to the public.

22. If security personnel are arrested for any major crime or felony, personnel will be relieved of any security duties pending final resolution of the investigation. The Judiciary has the final authority to allow the individual to perform security duties pending investigation, resolution, or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under this contract.
23. If security personnel are arrested for any major crime or felony, the Contractor must immediately return their access control pass to the Contract Administrator and/or their designee.
24. All Circuit Security Supervisors shall work in collaboration with their respective Chief Court Administrator and/or their designee to resolve any contractual security related issues that may arise. The Contract Administrator will serve as the final arbiter of all contract matters.

D. **Minimum Qualifications by Position:**

1. **Court Security Attendant II** - Each Court Security Attendant II shall possess the above minimum qualifications.
2. **Court Security Attendant I** - Each Court Security Attendant I will possess the following minimum qualifications:
 - a. Meet all the requirements for the Court Security Attendant II.
 - b. Be able to carry out oral and written instructions, prepare written reports.
 - c. Court Security Attendant I's shall possess the aptitude to effectively supervise the Contractor's security personnel assigned to the Judiciary and deal effectively with Judiciary staff, law enforcement agencies, and the public on matters relating to security disputes, complaints, performance, or behavior.
3. **Circuit Security Supervisor** - Each Circuit Security Supervisor will possess the following minimum qualifications:
 - a. Meet all the requirements for the Court Security Attendant I.
 - b. Possess at least five (5) years of professional management experience as a security manager in a recognized security or screening organization.
 - c. Be able to plan, direct, and supervise the work of all of the Circuit security personnel in the performance of the requirements established by this contract.
4. **Contract Security Manager** - Each Contract Security Manager will possess the following minimum qualifications:

- a. Meet all the requirements for the Circuit Security Supervisor.
- b. Possess at least eight (8) years of professional management experience as a security manager in a recognized security or screening organization.
- c. Be able to plan, direct, and supervise the work of all of the Contract security personnel in the performance of the requirements established by this contract.

E. Site Specific Requirements:

The following site-specific requirements for the requested Court Security Attendant IIs (CSAII's) and Court Security Attendant Is (CSA I's) are as follows for the following designated sites to fulfill the requirements of this contract:

(Hours scheduled below include start time and ending time with a 45-minute lunch period which will not be billed to the Judiciary.)

<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	7:45AM – 4:30PM

	II's	
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

F. Training:

1. Prior to commencing work on this contract, all security personnel employed by the Contractor and assigned to work under this contract must successfully complete the Contractor's training program designed for this contract and approved by the Judiciary. The training plan and training manual must be oriented for work at the Courts and Judiciary facilities with respect to state and federal security requirements, courtesy to visitors, and safety. The length of training for each subject

area is specified with a minimum requirement, and the training curriculum can extend the length of training of any subject area to guarantee satisfactory performance by all security personnel in all positions.

Verification of each individual's Judiciary security training shall be submitted to the Contract Administrator or his designee as directed and outlined in the Notice of Award.

The Contractor's Judiciary security training program shall include, but not be limited to:

A minimum of eight (8) hours of classroom training and/or practical training in each of the following subjects:

- a. Certification that all security personnel must be certified in the operation of hand-held magnetometers, walk through magnetometers, and X-Ray machines to identify and stop prohibited items from entering Judiciary facilities.

A minimum of four (4) hours of classroom and/or practical training in each of the following subjects is required for the Contractor's Judiciary security training program:

- b. Familiarization with the Judiciary and its operations.
- c. Law - Constitutional, State Law, Search and Seizure, Evidence, and Arrest.
- d. Recognition and handling of the mentally ill, abnormal behavior and controlled substances recognition.
- e. Operations, procedures, and customer service.
- f. Bombs threats, bombs, and explosives.
- g. Command presence recognition and the understanding of working in large crowds and being able to provide direction to these crowds.
- h. Workplace violence and sexual harassment.
- i. Fire detection, suppression, life safety and evacuation.
- j. Certification of First Responder First Aid Training, Cardiopulmonary Resuscitation (CPR) Training, use of an Automated External Defibrillator (AED), and Stop The Bleed Training.
- k. Americans with Disabilities Act (ADA) and the proper handling of service animal issues related to the entry of service animals into Judiciary facilities.

- l. Communication skill building (field note taking, incident report writing, interview techniques, courtroom testimony, two-way radio use and etiquette, etc.).
 - m. Appropriate knowledge and understanding to apply acceptable defensive tactics to include, but not limited to, the use of Avoid, Deny and Defend principles (the use of Run - evacuation, Hide - cover and concealment, and Fight principles).
 - n. Contractor's Standard Operating Guidelines (SOGs) for this contract.
2. The Contractor's Judiciary security training program shall also include an annual re-certification and training which shall include, but not be limited to:
- A minimum of eight (8) hours of classroom training and/or practical training and shall include the following subject areas:
- a. Certification that all security personnel must be certified in the operation of hand-held magnetometers, walk through magnetometers, and X-Ray machines to identify and stop prohibited items from entering Judiciary facilities.
 - b. Law - Constitutional, State Law, Search and Seizure, Evidence, and Arrest.
 - c. Command presence recognition and the understanding of working in large crowds and being able to provide direction to these crowds.
 - d. Certification of First Responder First Aid Training, Cardiopulmonary Resuscitation (CPR) Training, use of an Automated External Defibrillator (AED), and Stop The Bleed Training.
 - e. Americans with Disabilities Act (ADA) and the proper handling of service animal issues related to the entry of service animals into Judiciary Facilities.
 - f. Fire detection, suppression, life safety and evacuation.
 - g. Appropriate knowledge and understanding to apply acceptable defensive tactics to include, but not limited to, the use of Avoid, Deny, and Defend principles (the use of Run - evacuation, Hide - cover and concealment, and Fight principles).
 - h. Contractor's Standard Operating Guidelines (SOGs) for this contract.
3. For each program subject, Contractor shall provide the curriculum outline for review and approval by the Contract Administrator or his designee, and shall specify an instructor qualified to conduct the training.

The instructor(s) of the Contractor's Training Program shall possess the following minimum qualifications:

- a. Bachelor's Degree in Criminal Justice or related field of study. An acceptable "related field of study" shall be reviewed and determined on a case-by-case basis by the Contract Administrator.
- b. Three (3) years experience as a full-time instructor on subject matters required by the training program as specified herein or other related courses of instructions.

A resume containing the background, education, work, and academic experiences for each instructor shall be submitted to the Contract Administrator as directed and outlined in the Notice of Award.

The Contract Administrator reserves the right to determine whether or not an instructor is qualified, and also reserves the right to require the Contractor to change, modify, or upgrade its training program.

G. Documentation for Personnel:

1. For the Court Security Attendants specified herein, any others used in management, or used as a pool of qualified applicants to fill leave and other vacancies as needed, the Contractor shall submit documentation to the Contract Administrator as directed and outlined in the Notice of Award on a criminal history background check, a physical, educational, and training records for all the individuals whom it intends to employ under this contract.
2. Bidder must submit background check documentation and information required on each individual's physical statistics, education, and training as directed and outlined in the Notice of Award, otherwise, Bidder's offer shall be considered non-responsive and therefore rejected.
3. During the contract period no individual shall be assigned to work as a Court Security Attendant at the Judiciary until the Contractor furnishes to the Contract Administrator documentation supporting the completion of the background check local, State, and other residences for the past seven (7) years as applicable] and documentation substantiating that the individual meets the physical, drug screening, educational, and training requirements herein.

2.5 MANAGEMENT

The Contractor shall provide one (1) full-time Contract Security Manager (CSM) who will manage the whole Contract and serve as the authority to supervise and direct all Circuit Security Supervisor(s) (CSS). The Contract Security Manager will act as the point of contact for all critical issues, directives and inquiries regarding the Contract and will be required to participate in all proceedings deemed 'urgent', 'important' or 'critical' by

the Contract Administrator.

The Contractor shall also provide a full time Circuit Security Supervisor to manage contract security operations in each Circuit Court throughout the state for the term of the contract 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).

The Circuit Security Supervisor will act as the point of contact for their assigned Circuit for all critical issues, directives and inquiries regarding the Contract and will be required to participate in all proceedings deemed 'urgent', 'important' or 'critical' by the Chief Court Administrator and/or their designee.

All of these managers and supervisors must have the authority to act on behalf of the Contractor on all of the terms and conditions of the Contract with the exception of executing Contract changes for new and unforeseen work as needed. The Contract Security Manager will closely work with the Contract Administrator to assure that the requirements established by this contract are fulfilled.

The Contract Security Manager and the Circuit Security Supervisors shall be qualified and licensed as the Court Security Attendants as 'guards' in accordance with Section 463, HRS, but may not be scheduled to perform the Court Security Attendants security services described herein. The Contract Security Manager and the Circuit Security Supervisor may briefly relieve other personnel when specifically authorized by the Contract Security Manager. The Contract Security Manager and the Circuit Security Supervisor must be available to attend to all administrative duties, Judiciary security meetings, inspections, exercises and other activities which relate to the security services of this contract. The Contract Security Manager and the Circuit Security Supervisor will attend and participate in Judiciary designated security meetings when deemed appropriate and be able to deal effectively with the public, Judiciary personnel, Judiciary management, and the Sheriff Division of the Hawaii Department of Public Safety.

The managers and supervisors must appoint an interim manager when on vacation, sick, or approved leave any time they are off island or on leave over seventy-two (72) hours. The managers shall possess a cellular telephone internet electronic accessible handheld device (i.e. iphone, android, blackberry, etc....) to be contacted by and respond to Judiciary management during the normal business hours of the Judiciary (7:45AM to 4:30PM).

The placement and use of the Court Security Attendants for the Judiciary will be outlined and detailed in the site-specific requirements for this contract. If required by the Chief Court Administrator and/or their

designee, one Circuit Security Supervisor shall be on duty at a Circuit Courthouse for a special event when deemed appropriate when security services are being provided.

The Contractor will develop and complete individual Standard Operating Guidelines (SOGs) for each facility where the security services of this contract are performed. These SOGs will be updated annually and tendered to the Chief Court Administrator and/or their designee annually by February 1 of each year of this contract. The first version of these SOGs must be provided thirty (30) days before the contract begins as directed and outlined in the Notice of Award. The Contract Security Manager and the Circuit Security Supervisor will keep their SOGs current and ensure that all Contractor personnel are knowledgeable of these SOGs and all updates.

The managers will investigate and resolve all complaints made against Contractor personnel, and keep detailed records of all actions taken. The Contractor will be required to annually submit by February 5 of each year of this contract, a written report to the Contract Administrator and each Chief Court Administrator and/or their designee of all complaint resolution activities.

2.6 AUTHORITY

A. Operational

1. It is understood that in performing the services under the contract, the Contractor is an independent Contractor with the authority to control the manner and detail of the work. However, the Contract Administrator or his designee reserves the right to direct any of the Contractor's security personnel in the performance of all services contracted for herein at any time that the Contractor's security personnel are on duty. This does not relieve the Contractor from the responsibility of providing sufficient security personnel to accomplish the prescribed work nor does it relieve the Contractor from the overall management responsibility required under this contract.
2. The Contractor must be available with external supervision to physically respond and address individual issues as they arise during the normal business hours of the Judiciary (7:45AM to 4:30PM). Electronic answering machines, electronic mail, text messaging, or other electronic means shall not substitute this response if a physical response is deemed required by the Contract Administrator.

B. Supervisory

1. The Contract Administrator or his designee reserves the right to supervise and direct Contractor's security personnel; provided that such supervision and directive are not contrary to the contractual duties prescribed herein; and provided further that such supervision and directives preserve and maintain the operational control over the Judiciary and are in the best interests of the Judiciary.

2. The Contract Administrator or his designee may on certain occasions also place the Contractor's personnel under the supervision of the Sheriff Division, Department of Public Safety, or the respective County Police Department, to assure that the requirements established by this contract are fulfilled. The Contractor's personnel shall work together under these circumstances with said temporary supervisory personnel.

2.7 EQUIPMENT

The Contractor shall provide the following equipment to these designated locations:

Oahu

Supreme Court - Ali`iolani Hale
Intermediate Court of Appeals - Kapuaiwa Building
First Circuit Courthouse -Ka`ahumanu Hale
First Circuit District Courthouse - Kauikeaouli Hale
Kapolei Courthouse - Ronald T.Y. Moon Judiciary Complex
Kaneohe Courthouse

Maui

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

Hawaii

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

Kauai

Fifth Circuit Courthouse, Pu`uhonua Kaulike Building

The Contractor will provide each security officer on duty with a portable, two-way, handheld radio whereby security personnel can establish instantaneous, positive, reliable and clear communications with their counterparts. The Contractor shall supply two (2) additional two-way, handheld radios to the Sheriff Division and the Chief Court Administrator and/or their designee for the above locations for contractual monitoring and supervision.

The Contractor will be responsible for the proper maintenance of their radios and for replacement of these radios if lost, stolen or damaged. Radios will be fully operational at all times. The radios must be able to provide communication to and from all locations within a specified Circuit at each of the above locations. All maintenance costs (i.e. batteries, alternate power supply backups) shall be at the Contractor's expense.

In emergencies and exercises, the Contractor must have sufficient batteries and alternate power sources to ensure that prolonged use of Contractor radios does not cause the communications system to fail due to the lack of adequate and reliable power.

2.8 ADDITIONAL REQUIREMENTS

A. Records and Reports

The following records and reports shall be in writing and in a format approved by the Contract Administrator and/or their designee. In addition, all records and reports shall, upon reasonable notice, be made available to the Judiciary for inspection.

1. Records

The following minimal records shall be maintained and submitted to the Judiciary and/or when the Contractor requests payments:

- a. Certified time sheets which indicates the person(s) who performed the designated security services (date, time, place, and specific security services); and
- b. Payroll records as required by state and federal laws.

2. Reports

Inspection logs, accident, and incident reports shall be prepared as directed by the Contract Administrator and/or their designee. In addition, accident and incident reports are deemed to be confidential and the property of the Judiciary.

Accessibility to these confidential reports, printed or electronic shall be limited to authorized personnel who are designated to view, edit, print and transmit this information. The Contractor agrees to take all reasonable action to preserve the confidentiality of such reports.

It is the Contractor's responsibility to maintain hard copies of all electronic files and maintain backup of electronic data at all times. Contractor produced forms are subject to Contract Administrator's approval.

The contractor will provide the following reports to the Chief Court Administrator and/or their designee at the following timed intervals:

- a. Log of Prohibited Items – monthly by the 5th of each month for previous month.
- b. Dosimeter Reports - quarterly by the 5th of January, April, July, and October of every year of this contract.
- c. Standard Operating Guidelines (SOGs) for each Circuit - annually by February 1 of each year of this contract. First version must be provided thirty (30) days before contract begins.

- d. Annual Report of Complaint Resolution for each Circuit - annually by February 1 of each year.

B. Audits

The Judiciary reserves the right to audit and inspect the Contractor's records and reports, including personnel, financial, and operational records and reports, prior to making final payment for security services rendered.

C. Court Appearances

When directed by the Judiciary, court appearances shall be made by the Contractor's security personnel. Compensation for court appearances will be paid by the Judiciary. A copy of a court subpoena and time validation by the Clerk of Court must be submitted with the Contractor's monthly invoice(s) for payment.

D. Staffing

Sufficient security personnel must be provided by the Contractor in compliance with the provisions of this contract, the applicable sections of any Judiciary rules and regulations, State, County, and Federal laws, ordinances, and all other rules and regulations as they pertain to security services provided herein.

E. Ancillary Personnel and Equipment

Ancillary personnel and equipment such as clerks, timekeepers, dispatchers, office supplies, and equipment as may be required to fulfill this contract shall be the sole responsibility of the Contractor.

2.9 OPTIONAL ADDITIVE SCOPE OF WORK

In this Scope of Work, the Judiciary has outlined the importance of being able to maintain a pool of properly trained, equipped, and certified personnel available at any time to account for any security personnel shortages due to sick leave, vacations, leave of service, training, or other unforeseeable circumstances. To further address this issue, the Judiciary would like to offer an Optional Additive Scope of Work for a Contractor to address this problem by utilizing a commonly accepted formula to calculate staffing needs using the relief factor method.

The use of a commonly accepted formula to calculate staffing needs using the relief factor method would allow the Contractor to identify the appropriate number of staff required throughout any given time period to maintain a pool of properly trained, equipped, and certified personnel available at any time to account for any security personnel shortages due to sick leave, vacations, leave of service, training, or other unforeseeable circumstances. Once the Contractor selects a commonly accepted formula to calculate staffing needs using the relief factor method, this formula shall be approved by the Contract Administrator prior to its usage.

The Contractor will be required to perform these calculations, identify, and maintain a pool of properly trained, equipped, and certified personnel available at any time to account for any security personnel shortages due to sick leave, vacations, leave of service, training, or other unforeseeable circumstances for each island Circuit Court throughout the state for the term of the contract as follows:

All security services for the First Circuit Court (Honolulu),
All security services for the Second Circuit Court (Maui),
All security services for the Third Circuit Court (Hawaii),
All security services for the Fifth Circuit Court (Kauai).

Selection of the Optional Additive Scope of Work will only be considered if sufficient funds are available after the base bid has been fulfilled.

2.10 BIDDER MINIMUM QUALIFICATIONS

In order to be considered to provide security services at the Judiciary, Proposers must meet the following listed minimum qualifications. The Judiciary will review each submitted Proposal to ensure the Proposer has met the minimum qualifications.

- 1. Minimum Company Experience** - The Proposer must have at least three (3) years of professional experience providing and managing armed and unarmed security services for a high security facility, such as a government facility or courthouse, a military installation, a correctional facility, nuclear power plant or comparable facility. This professional experience must include working within a multi layered security platform, these layers should include, but not be limited to, conducting protective security searches for prohibited items using a walk-through magnetometer, X-Ray machine, and a hand-held magnetometer with and/or under the oversight of sworn law enforcement or other security partners while adhering to administrative policy and oversight.
- 2.** The Proposer shall have local offices/representatives in place on the island of Oahu, Maui, Hawaii, and Kauai at the time the contract begins. The Proposer shall substantiate compliance to this requirement at the time the contract begins as directed and outlined in the Notice of Award. The information on the local offices and responsible individuals who can be contacted by the Judiciary on matters concerning this contract should include, but not be limited to, the Court Security Attendant II's, Court Security Attendant I's, Circuit Security Supervisors, and the Contract Security Manager assigned to this contract.
- 3.** The Proposer's supervisors shall have the minimum qualifications listed in the Specifications of this document at the time the contract begins. The Proposer shall substantiate compliance to this requirement by

submission of a resume for each of their supervisors at the time the contract begins. Names of the Proposer's supervisors shall be submitted as directed and outlined in the Notice of Award.

4. The Proposer shall comply with all the Personnel Qualification Requirements as prescribed in the Specifications for the Court Security Attendants and their management at the time the contract begins.

The Proposer shall substantiate compliance to this requirement by submission of the required information as directed and outlined by the Notice of Award.

5. **Questionnaire** - This requirement is to determine the financial capability of the Proposer to meet the magnitude of the Contract. In accordance with Section 103D-310, HRS, the Judiciary requires any prospective Proposer to submit answers to questions contained in the "Standard Qualification Questionnaire for Offerors" (Attachment 1) on the form furnished by the Judiciary, properly executed and notarized, setting forth a complete Statement of the experience of such prospective Proposer and its organization in performing similar work and a Statement of the equipment proposed to be used (if applicable). All information contained in the answers to the questionnaire shall be kept confidential.

In accordance to Section 103D-310(b), HRS, the Judiciary shall determine whether the prospective offeror has the financial ability, resources, skills, capability, and business integrity necessary to perform the work. For this purpose, the officer, in the officer's discretion, may require any prospective offeror to submit answers, under oath, to questions contained in a standard form of questionnaire to be prepared by the policy board. Whenever it appears from answers to the questionnaire or otherwise, that the prospective offeror is not fully qualified and able to perform the intended work, a written determination of nonresponsibility of an offeror shall be made by the head of the purchasing agency, in accordance with rules adopted by the policy board. The unreasonable failure of an offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such offeror. The decision of the head of the purchasing agency shall be final unless the offeror applies for administrative review pursuant to section 103D-709.

All questionnaire submittals shall receive written determination of responsibility as specified in Section 1.2. Only responsible contractors will be eligible to submit proposals in response to this solicitation.

Offerors shall submit six (6) copies (1 original, 5 copies) of their Standard Qualification Questionnaire for Offerors (Attachment 1) no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii
Financial Services Department
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807
Attn: Ms. Tritia Cruz

Standard Qualification Questionnaire for Offerors must be postmarked before midnight March 16, 2020, or hand delivered no later than 12:00 p.m. HST

Standard Qualification Questionnaire for Offerors postmarked or hand delivered after the above date and time will not be considered and will be returned to the applicant.

Offers via electronic submittal. Another option to submitting hard copy of your Questionnaire, may be submitted no later than the date and time indicated above to the above Purchasing Specialist via Email.

Offeror bears responsibility for transmission. Offerors who submit Questionnaire 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.

Purchasing Specialist e-mail address: Tritia.L.Cruz@courts.hawaii.gov

Please adapt and respond to all the questions as it best applies to providing security services.

6. **License** - In accordance with Chapter 463, HRS, prospective Proposers are required to be licensed in the State as a guard agency prior to the submission of the Proposal. You may contact the State, Department of Commerce and Consumer Affairs at (808) 586-3000 for licensing information. The Proposer shall provide the license number in the space indicated in Attachment 1.

The Judiciary has the right to request, at any time, from the Contractor and/or from each Security personnel assigned to the contract, proof of compliance with the requirements of Chapter 463.

7. **Complete Proposal Package** - The Proposer shall submit a complete package that includes all required documentation as detailed in this RFP.

Please refer to Section Four – Evaluation of Proposals for evaluation criteria.

END OF SECTION

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The Contractor shall furnish the necessary security personnel, management, uniforms, and equipment to establish and provide security services for the State of Hawaii Judiciary. All security services will be confined to and performed at facilities within the Judiciary unless otherwise stated in this contract. These security services shall be provided for the Judiciary at the following courthouses throughout the State.

3.2 TERM OF CONTRACT

The tentative term of the contract will be awarded for an initial term of two (2) years commencing July 1, 2020 to June 30, 2022.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for three (3) additional twelve-month periods without re-soliciting and upon mutual agreement in writing at least thirty (30) days prior to expiration.

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

3.3 OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

3.3.1 Offer Form. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract.

3.3.2 Quotation. Prices offered shall be based on delivery of products and services to Judiciary and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail.

3.3.3 Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for Proposals.

- 3.3.4 Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (H.R.S.), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET). If, however, an Offeror is a person exempt by the H.R.S. from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the H.R.S. chapter or section allowing the exemption.
- 3.3.5 Wage Certification. Offeror shall complete and submit the attached Wage Certificate by which the Offerors certify that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor shall be obliged to increase their wage rates accordingly.

In the event of a wage increase to public employees during the contract period, the Contractor will be notified of such increase and the method by which the Contractor can apply for the increase in contract price. These increases shall include additional costs for those benefits required by statute, i.e., federal old age benefits, worker's compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Current basic hourly wages paid to similar State positions is expected to be:

<u>Class</u>	<u>Hourly Rate</u>
Court Security Attendant I/II -- Security Officer I, SR 13	\$17.66
Circuit Security Supervisor -- Security Officer II, SR 15	\$19.10
Contract Security Manager - Security Officer III, SR 17	\$20.68

Accordingly, Proposer should consider the aforementioned wage rates when preparing the proposal for this RFP.

3.3.6 Price Adjustment Due to Wage Increase to State Employees

1. Contract price adjustment shall be considered:
 - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that Contractor's employees have been paid comparable wages to that of State employees; and
 - b. Only if there is a wage increase to public employees performing

comparable work; and

- c. Only for the contract period in which the price adjustment request is submitted (current contract period).

Example:

Original contract period: July 1, 2020 to June 30, 2022
Extension period: July 1, 2022 to June 30, 2023

The option to extend the original contract is exercised for the period of July 1, 2022 to June 30, 2023. On July 1, 2022, the State announces a pay raise retroactive to July 1, 2021 and the Contractor soon thereafter submits a request for contract price adjustment accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the extension period of the contract, July 1, 2022 to June 30, 2023. A price adjustment is not applied retroactively to July 1, 2021 since the condition of this contract allows a price adjustment to only the current contract period.

- 2. The price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:

a. Bid Price/Hr/Officer (A) = (A) for example = \$15.00/hr

b. Current Hourly Wage Rate (B) = (B) for example = \$11.00/hr

c. New Hourly Wage Rate paid To State Employee (C) = (C) for example = \$11.50/hr

d. Hourly Wage Increase to State employees (D) = (C) - (B) = (D), or \$11.50 - \$11.00 = \$.50/hr

e. Adjusted Bid Price/Hr/Officer (E) = (A) + (D), or \$15.00 + \$.50 = \$15.50/hr

- 3. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall consider those benefits that are required by contract and are directly affected by the wage increase.

If the request includes and adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 30%. If Contractor is able to document that its % for fringe is higher than 30%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

- a. 30% for Allowable Fringe Benefits
 - b. \$ Adjustment for Allowable Fringe Benefits (F) = (D) x (.30) = (F), or
 $\$.50 \times .30 = \$.15$
 - c. Adjusted Bid Price/Hr/Officer + Fringe Benefits = (E) + (F), or
 $\$15.50 + \$.15 = \$15.65$
4. After the contract modification for the increase is issued by the Judiciary, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

Under Section 103-55, HRS, no overtime pay is required for holidays, however, the Contractor must comply with all federal and state labor laws. Section 103-55, HRS, does not require the Contractor to match State employee benefits, however, the Contractor must comply with all federal and state labor laws.

Note that if a price adjustment is not requested by the Contractor for any extended contract period, it cannot be requested during a future extension period. For example, if a price adjustment is requested during the second period but not during the first contract extension period, the price adjustment, if approved, will include an adjustment for the second extension period only, not for both the first and second extension period - it is not retroactive.

3.4 WRITTEN INQUIRIES

Inquiries or questions concerning any requirements of this RFP are to be directed by email only to the following person with "Security Guards RFP – Question" in the subject line by the date indicated in the Significant Dates Section 1.2 to the following:

Ms. Tritia Cruz
Tritia.L.Cruz@courts.hawaii.gov

A written Question and Answers listing all the questions received and answers provided will be posted on The Judiciary website at: https://www.courts.state.hi.us/fiscal/doing_business_with_the_judiciary and the State of Hawaii procurement website at: <https://hands.ehawaii.gov/hands/>. A copy will be emailed to the registered Offerors

3.5 OFFICER-IN-CHARGE

For purposes of this contract, Mr. Tim Kozak, Special Assistant for Judiciary Security or his appointed representative, is designated Contract Administrator.

Phone: (808) 539-4970
Email Timothy.A.Kozak@courts.hawaii.gov

3.6 SUBMISSION OF PROPOSAL

Contractors deemed responsible through submittal of the Standard Qualification Questionnaire for Offerors are eligible to submit proposals in response to this solicitation.

All proposals shall be delivered as follows:

Offerors shall submit six (6) copies (1 original, 5 copies) of their proposal no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii
Financial Services Department
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807
Attn: Ms. Tritia Cruz

Proposals must be postmarked before midnight May 4, 2020, or hand delivered no later than 2:00 p.m. HST

Proposals postmarked or hand delivered after the above date and time will not be considered and will be returned to the applicant.

Offers on CD. As an option, offers may be submitted on CD in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated above.

Offers via electronic submittal. As another option to submitting hard copy of your

offer packet, offers may be submitted no later than the date and time indicated above to the above Purchasing Specialist via Email.

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.

Purchasing Specialist e-mail address: Tritia.L.Cruz@courts.hawaii.gov

3.7 CONFIDENTIALITY

A statement that offerors shall designate in writing those portions of the proposal that contain trade secrets or other proprietary data that are to remain confidential; that the material designated as confidential shall be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.

3.8 AWARD

3.8.1 Method of Award. Award, if any will be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria.

3.9 CONTRACT PERFORMANCE BOND

A contract performance bond shall be furnished by the Contractor for the initial twelve (12) month period of the twenty-four (24) month contract. The bond for the initial twelve-month period of the contract shall be submitted to the Judiciary within ten days of the Notice to Award by the Judiciary, or such additional time as may be granted by the Judiciary. Failure of the Contractor to submit a Contract Performance Bond at the time the contract is executed, shall result in the cancellation of the Contract award.

In as much as the contract to be executed is a price-term, open end, or requirements Contract Under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the performance and payment bond amount required for the work shall be \$500,000.00

3.10 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.

a) **Tax Clearance.** HRS Chapter 237 Tax Clearance requirements for award.

Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii

State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site: <http://www.state.hi.us/tax/2005/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

b) **Certificate of Compliance.** HRS Chapters 383 (Unemployment Insurance), 386 Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (prepaid Health Care) requirements for award.

Pursuant to §103D-310(c), HRS, prior to the execution of the contract, the CONTRACTOR shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-:OR27/pdf> <http://www.dlir.state.hi.us>, or at the neighbor island DLIR offices. The DLIR will return the form to the CONTRACTOR which in turn shall submit it to the Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

The application for the certificate is the responsibility of the CONTRACTOR, and must be submitted directly to the DLIR and not the Judiciary.

c) **Certificate in Good Standing.** Compliance with 103D-310(c), HRS, for an entity doing business in the State.

Successful Offerors shall be required to submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The "*CERTIFICATE OF GOOD STANDING*" is valid for six months from date of issue and must be valid on the date it is received by the Judiciary.

To obtain the Certificate, the Offeror must first be registered with BREG. A sole proprietorship, however, is not required to register with BREG, and therefore not required to submit a certificate. An Offeror's status as sole proprietor or other business entity and its business street address indicated on the Application Form will be used to confirm that the Offeror is a Hawaii business.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to: www.BusinessRegistrations.com and follow the prompt instructions. To register or obtain a "*CERTIFICATE OF GOOD STANDING*" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining a "*CERTIFICATE OF GOOD STANDING*" from DCCA.

- d) **Hawaii Compliance Express.** Alternatively, instead of separately applying for the above certificates at the various state agencies, offerors may choose to use Hawaii Compliance Express (HCE) which allows businesses to register online through a wizard interface. The following website Hawaii Compliance Express (HCE), <http://vendors.ehawaii.gov/hce/splash/welcome.html> expedites the process in applying for and furnishing proof of compliance with the requirements of 103D-310(c), HRS. Offerors are advised that there is an annual fee associated with HCE. Offerors choosing not to participate in the HCE program will be required to provide paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and 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, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to a tax clearance certificate an original CERTIFICATE OF GOOD STANDING for FINAL PAYMENT (SPO Form 22) will be required for final payment. A copy of the form is also available at <http://www4.hawaii.gov/StateFormsFiles/form221.pdf>

- 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 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.
 - d) Professional Liability Insurance (Errors and Omission) in the minimum amount of \$1,000,000 per claim.

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.

3.10.2 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.

3.11 CONTRACT EXECUTION AND EXTENSION

3.11.1 Execution

Successful Offeror receiving award shall enter into a formal written contract. Performance bond is required for this contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. 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.

3.11.2 Extension

If 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 thirty (30) days prior to the scheduled date of termination, otherwise the contract must be re-solicited. All contract extensions are subject to the availability of funds. In the event this contract is extended beyond the initial contract term, all terms and conditions relating to the Contractor's obligations, as stipulated in these

specifications, shall be in force. The contract may be extended, provided that the contract price per hour for the extended period remains the same as the previous year's, adjusted as set forth in the Price Adjustment provision or is negotiated and mutually agreed upon by each party, and shall not increase more than 5% of the contract price per hour. Contractor must provide proof of costs (documentation) associated with the security services for any requested increase of more than 5%. Refer to the Price Adjustment sections of these Special Provisions. If the option to extend is mutually agreed upon, the Contractor shall be required to execute an amendment to the contract. All contract extensions are subject to the availability of funds.

Examination of Sites. Prospective Offerors may inspect the premises of the various locations so as to thoroughly familiarize themselves with the existing conditions, rules and regulations, the amount and kind of work to be performed. Attendance shall be voluntary, and submission of an offer shall be evidence that Bidder understands the scope of the project and will comply with these specifications if awarded the contract.

3.12 PRICING INFORMATION AND ADJUSTMENTS

- 3.12.1 No price increase will be allowed during the initial one (1) year period of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.
- 3.12.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:
- 3.12.3 Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

3.13 INVOICING AND PAYMENT

Contractor shall submit separate monthly invoices for the work completed at each location. The invoices shall include the number of security positions and hours worked at each location. An original and three (3) copies of each invoice shall be sent to the appropriate addresses:

The Judiciary First Circuit Fiscal Office 777 Punchbowl Street Honolulu, Hi 96813 -5093 Location: Kaahumanu Hale	The Judiciary Administrative Fiscal Office 1111 Alakea Street, 6 th Floor Honolulu, Hi 96813 Location: Aliiolani Hale and Kapuaiwa Building
The Judiciary	The Judiciary

District Court, First Circuit Fiscal Office 1111 Alakea Street, 9 th Floor Honolulu, Hi 96813 Location: Honolulu, Ewa, Kaneohe, and Wahiawa District Courts	Kapolei Court Complex Fiscal Office 4675 Kapolei Parkway Kapolei, Hi 96707 Location: Ronald T.Y. Moon Court Judicial Complex
The Judiciary Second Circuit Fiscal Office 2145 Main Street Wailuku, Hi 96793-1679 Location: Hoapili Hale, Lahaina District Court, and ACSB Office	The Judiciary Third Circuit Fiscal Office 777 Kilauea Avenue Hilo, Hi 96720 Location: Hale Kaulike, Kamuela, and Kona
The Judiciary Fifth Circuit Fiscal Office 3970 Kaana Street Lihue, Hi 96766 Location: Puuhonua Kaulike	

Monthly payments shall be made to the Contractor at the contracted price upon certification that the Contractor has satisfactorily performed the required services each month.

Section 103-10, HRS provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the Judiciary shall 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, HRS, 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.

3.14 CONFIDENTIALITY OF JUDICIARY INFORMATION

During the performance of services under the contract, the Offeror may gain access to and use Judiciary information, records, files, documents or reports, which shall all be considered extremely confidential and shall be handled accordingly. A violation by Offeror, its employees, contractors and agents shall be a material violation of the contract.

3.15 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.

2. 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.
3. Discontinues the prosecution of the work or services.
4. Otherwise breaches any term of the contract.
5. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
6. Makes an assignment for the benefit of creditors.
7. 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 as 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.

3.15.1 Termination for Lack of Funds.

Pursuant to Section 1030-39, Hawaii Revised Statutes, except in certain instances, no contract entered into between the Judiciary and the Contractor shall be binding or of any force unless the Judiciary's Financial Services Administrator certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year, the fiscal year being July 1 to June 30, the Judiciary Financial Services Director is permitted to certify only that portion of the total funds required for the contract that is available since funds may not be allocated to satisfy the Judiciary's obligations for periodic payments in future fiscal periods. In such an event, the Judiciary will not be obligated to pay the net remainder of the agreed to consecutive periodic payments remaining unpaid beyond the

end of the current fiscal year, and availability of funds in excess of the amount certified as available shall be contingent upon future appropriations

All contracts partially funded shall be enforceable only to the extent to which funds have been certified as available. The Judiciary agrees to notify the Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the Judiciary in the event this provision shall be exercised. This provision shall not be construed so as to permit the Judiciary to terminate the contract in order to acquire similar services from a third party.

3.16. EXAMINATION OF WORK SITE

Prospective offerors are encouraged to visit the premises of the various locations and thoroughly familiarize themselves with the existing conditions and the amount and kind of services to be provided. Attendance shall be voluntary, and submission of an offer shall be evidence that the Offeror understands and will comply with these specifications and special provisions if awarded the contract. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the various site areas, or the amount and kind of services to be provided.

3.17. REMOVAL OF CONTRACTOR'S EMPLOYEE

The Contractor agrees to remove any of its employees for unsatisfactory performance of services rendered and to be rendered to the Judiciary, upon request in writing by the Officer-in-Charge. Any Contractor's employee so removed shall not be reassigned to any other Judiciary location.

3.18. INSPECTION

All services provided shall be subject to inspection and approval by the Officer-in-Charge, or 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 Provisions.

The Officer-in-Charge may require additional information as necessary to maintain a record of the services rendered.

3.19 LIQUIDATED DAMAGES

Failure to complete the services described in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages shall be fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of 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 or shall be billed to the Contractor. The Contractor is responsible for payment to the Judiciary of all

liquidated damages assessed against the Contractor.

3.20 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, H.R.S., which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.21 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

SECTION FOUR – EVALUATION OF PROPOSALS

4.1 PROPOSAL EVALUATION

The JUDICIARY reserves the right to reject any or all Proposals, and waive any defects if the JUDICIARY believes the rejection or waiver to be in the best interest of the JUDICIARY.

The evaluation will be based solely on the evaluation criteria detailed in this RFP, and shall be performed by the selected members of the Evaluation Committee consisting of at least five (5) Judiciary employees.

Evaluation criteria and the associated points are listed below. Quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

A contract may be awarded on the basis of initial Proposals received, without discussion. Therefore, each initial proposal shall contain the Offeror's best terms from a technical and cost/price standpoint.

Proposals may be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions.

The final selection of a Successful Offeror, if any, will be made in accordance with the evaluation criteria as specified herein.

4.2 EVALUATION CRITERIA

Scoring under this RFP shall be based on a total of three hundred (300) points. Proposers must score a minimum of two hundred (200) points to be considered for award. Proposals that score less than 200 points will be rejected and shall not be considered for award.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt proposal submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

I. Qualifications, experience and track record of firm and staff (Fifty (50) points)

Offeror's description of their firm, background, qualifications and experience relative to performing requirements set forth in the "Scope of

Work” of this RFP, including but not limited to:

1. Offeror provided background of the Company, i.e. services offered, size, resources, years in business, location, State of Hawaii presence, State of Incorporation, etc.
2. Offeror provided brief description of Company’s qualifications and the qualifications and/or certifications of the Offeror’s staff and principals assigned to this project and how these qualifications and/or certifications are applicable to performing the requirements set forth in the “Scope of Work” of this RFP.
3. Offeror’s plan to respond to problems, questions, and assistance to service the “Scope of Work” of this RFP.
4. Identification of litigation currently impacting the Company, if any. State “NONE”, if none.

II. Human resource and personnel management (Forty-five (45) points)

Offeror provided details on the Company’s personnel organization and staffing relative to performing the requirements set forth in the “Scope of Work” of this RFP, including but not limited to:

1. Offeror’s managerial organizational chart and resumes of key positions.
2. Offeror’s plan to provide suitable staffing to service the “Scope of Work” of this RFP.
3. Offeror’s plan to provide a continuity of services of each and every position for this “Scope of Work” of this RFP without these positions going vacant for more than five (5) consecutive business days.

III. Training and management of training program (Thirty (30) points)

Offeror provided details on the Company’s training organization and staffing relative to performing the requirements set forth in the “Scope of Work” of this RFP, including but not limited to:

1. Offeror’s training organizational chart and resumes of key positions.
2. Offeror’s plan to provide suitable staffing to fulfill the training requirements of the “Scope of Work” of this RFP.
3. Offeror provides training curriculum outline for the positions necessary to deliver the scope of work in this RFP.

IV. Offeror’s ability to be responsive and service the project (Twenty-five (25) points)

Offeror provided details on the Company’s ability to administer and service the requirements set forth in the “Scope of Work” of this RFP, including but

not limited to:

1. Offeror has demonstrated a thorough understanding of what is required to service this RFP.
2. Offeror has demonstrated a plan to illustrate their ability to be responsive and service the requirements set forth in the "Scope of Work" of this RFP.
3. Offeror has demonstrated a suitable plan to illustrate their ability to be responsive and service the requirements set forth in the "Scope of Work" of this RFP that includes a detailed and appropriate management and oversight structure.

V. Offeror's ability to fulfil the scope of the contract (Seventy-five (75) points)

Offeror provided a brief description of three (3) past and/or present contracts (including customer names, and contact information) demonstrating Offeror's proven ability to administer the requirements of this RFP including but not limited to:

1. Offeror's ability to provide continuity of services for each and every position as noted in the "Scope of Work" of this RFP without these positions going vacant for more than five (5) consecutive business days.
2. Offeror's ability to provide the training services as noted in the "Scope of Work" of this RFP.
3. Offeror's ability to manage and overcome challenges within the corresponding time periods as required in the "Scope of Work" of this RFP.
4. Offeror's ability to be responsive and service requirements noted in the "Scope of Work" of this RFP.

VI. Price Proposal & Reasonableness of Price & Services (Seventy-five (75) points)

A total of 75 points will be awarded to the lowest of the submitted cost proposals that meet the minimum qualifications. Proposals with higher costs will receive a fraction of 75 points; the number of points assigned to higher cost proposals will be determined by the following formula: lowest proposal cost multiplied by the maximum point available for price, divided by the higher proposal cost. The fractional value of points to be assigned will be rounded to one decimal place.

Example: Lowest price proposal was \$50,000 and receives 75 points. The next lowest cost proposal was \$70,000 and receives 53.57 points $[(\text{Lowest Proposal Price}) * (75)] / (\text{Higher Proposal Price})$.

Evaluation of Optional Additive Scope of Work. Selection of the Optional Additive Scope of Work will be based on the following and will be considered only if sufficient funds are available after the base bid has been fulfilled.

VII. Optional Additive Scope of Work (Sixty (25) points)

Offeror provided details on the Company's ability to administer and service the requirements set forth in the "Optional Additive Scope of Work" of this RFP, including but not limited to:

1. Offeror has demonstrated a thorough understanding of what is required to service this Optional Additive Scope of Work.
2. Offeror has demonstrated a plan to illustrate their ability to be responsive and service the requirements set forth in this Optional Additive Scope of Work.
3. Offeror has demonstrated a brief description of any past and/or present contracts (including customer names, and contact information) demonstrating Offeror's proven ability to have administered the requirements of this Optional Additive Scope of Work in the past.

END OF SECTION

SECTION FIVE – ATTACHMENTS

- Attachment 1 - State of Hawaii Standard Qualification Questionnaire for Offerors
- Attachment 2 - Wage Certificate
- Judiciary General Conditions
- Procedural Requirements
- Judiciary Discrimination Harassment-Free Workplace Policy