

INVITATION FOR BIDS NO. J13218

**TO REPLACE AND/OR EXPAND
EXISTING SECURITY SYSTEM AT
KA`AHUMANU HALE FOR THE FIRST
JUDICIAL CIRCUIT, THE JUDICIARY,
STATE OF HAWAII**

June 2013

(ADDENDUM NO. 1)
NOTICE TO OFFERORS

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 however, register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: kathie.kim@courts.hawaii.gov
jonathan.h.wong@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

INVITATION FOR BIDS NO. J13218

The Judiciary, State of Hawaii
June 4, 2013

Competitive Sealed Bids to **Replace and/or Expand Existing Security System at Ka`ahumanu Hale, First Judicial Circuit, The Judiciary, State of Hawaii**, will be received at:

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

MANDATORY PRE-BID MEETING will be held at **10:00 A.M. H.S.T., June 12, 2013**, at the Ka`ahumanu Hale, 777 Punchbowl Street, Honolulu, HI. Meet in the lobby in front of the Sheriff Office. Please register pursuant to Section 1.6 of this IFB.

SEALED BIDS will be received up to and opened at **2:00 P.M., H.S.T., on June 26, 2013**.

Offers 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 website (<http://www.courts.state.hi.us/>, go to: General Information, Business with the Judiciary) and must be in accordance with the accompanying instructions. For technical questions relating to this IFB, you may call Ms. Dee Dee Letts of the First Circuit Court at (808) ~~539-5990~~ **538-5990**, or email deedee.d.letts@courts.hawaii.gov. Other questions relating to this bid solicitation shall be directed to Ms. Kathleen Kim or Jonathan Wong, in the Contracts and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email ~~kathie.kim@courts.hawaii.gov~~ jonathan.h.wong@courts.hawaii.gov.

Janell Kim
Financial Services Administrator

Judiciary & SPO Websites: June 4, 2013)

INVITATION FOR BIDS NO. J13218

REPLACE AND/OR EXPAND EXISTING SECURITY SYSTEM AT KA`AHUMANU HALE

SECTION ONE - SPECIFICATIONS

1.1 SCOPE

The First Circuit Court is soliciting bids to replace and/or expand the existing security system at Ka`ahumanu Hale 777 Punchbowl Street, Honolulu, HI 96813. The existing system is a 13 Sonitrol swipe card reader system. The proposal is to have one Offeror install and integrate all new equipment, as provided below, into the existing software at the Circuit Court's badging station. The existing badging station consists of a PC, monitor, printer, software and server. No alteration of this existing system or the addition of another server will be permitted under this contract, unless approved by the Officer-In- Charge in writing. All new equipment installed becomes the property of the Judiciary.

Due to the funding mechanism being used for the work, bidders must agree to hold their bid prices for a year from contract execution and agree that the Judiciary may phase the work covered in the bid over that year. The bid package must also include a one year maintenance contract for the system installed. All phases shall be completed within a year of contract execution.

1.2 DESCRIPTION OF WORK

1.2.1 Scope of Work is to provide, install, interface and provide warranty for the replacement and/or expansion of the existing security system at Ka`ahumanu Hale

- a. Be able to read and be compatible with existing Judiciary issued high security HID identification badges.
- b. Monitor all access points by providing the Judiciary the ability to visually determine the status of the door, change the status, lockdown the door or group of doors, provide a photo recall from the access control database of the cardholder and supervise any door forced open and access control related alarms.
- c. Provide the ability to store and furnish reports for all the above activity by badge ID number, date and time.
- d. Integrate with the current fire exit release system.
- e. Provide for a wireless readers system in four (4) secure elevator corridors. Offeror must hire Thyssen Krup Elevator Services (TKES) as a subcontractor to assist in the installation of the wireless reader system. TKES is the only vendor authorized for all work involving the elevators at the Ka`ahumanu Hale.
- f. System should work in conjunction with the existing surveillance and lock override system to the Department of Public Safety Station, at Ka`ahumanu Hale from 6:00am to 6:00pm, Monday thru Friday, excluding state holidays.
- g. Immediate, real-time notification of any access activity or alarms shall be provided to the Department of Public Safety Station, at Ka`ahumanu Hale from 6:00am to 6:00pm, Monday thru Friday, excluding state holidays.
- h. Immediate, real-time, notification of any access activity or alarms shall be provided to the Department of Public Safety, at the State Capitol from 6:00pm to 6:00am, Monday thru Friday, including 24 hour coverage on state holidays, Saturdays and Sundays.
- i. The newly installed access control system must be fully integrated with, monitored and controlled from the existing Physical Security Information Management (PSIM) at the Department of Public Safety command and control location at the State Capitol. Installation

to include providing all equipment, software, hardware, licensing, programming and training to integrate the newly installed access control system into the Department of Public Safety PSIM.

- j. Supply all internal cabling and external mount conduits, including cabling materials and installation costs.
- k. In addition to all hardware and software necessary to integrate into the existing software at the Circuit Court's badging station, Offeror must provide, including but not limited to:
 - a. Additional power supply with battery backup if necessary for systems
 - b. Replace 13 existing swipe card readers with proximity readers
 - c. Any locksets, electric strike fails, maglocks or other door hardware necessary
 - d. Wireless elevator kits
 - e. Installation of an additional 39 proximity readers

Hours of performance of work under this contract are from 7:00am to 4:00pm, Monday through Friday, excluding state holidays, unless otherwise agreed by the Officer-In-Charge and the Offeror in writing.

Proposals must clearly discuss how all required interfaces will be provided and remedies that will be taken should the system not work once installed.

1.3 LOCATION/AREAS OF WORK TO BE DONE

All work will take place at Ka`ahumanu Hale, 777 Punchbowl Street, Honolulu, HI 96813. Installation of proximity card readers will take place at the following locations:

A. Basement:

Replace existing swipe card readers with proximity readers

- One Loading Zone Door (in and out)
- Five building entry doors (in and out)

Install new proximity readers

- Three doors to legal documents storage area (in only)
- One stairwell door (in only)

Four elevators in secured area

- Provide wireless Proximity Card Readers in four elevators

B. First Floor:

Replace existing swipe card readers with proximity readers

- Back entry door – in only change existing swipe card reader to proximity

Install new proximity readers

- Land Court Tax appeal (in only)
- Legal Docs Staff (in only)
- File Room (in only)
- Clerk's Door (in only)
- Elevator 7 (out only)
- Legal Docs Cashiers (in only)
- Punchbowl door into fiscal (in only)
- Elevator 8 (out only)
- Elevator 3 (out only)
- Back door to ACS (in only)
- Court Reporters hallway (in only)

Court Reporters back entrance (in only)
Elevator 6 (out only)
Double doors to file room (in only)
Jury Pool Staff Entrance (in only)

C. Second Floor:

Install new proximity card readers

Office of Chief Court Administrator (side door for staff) (in only)
Elevator 8 (out only)
TRO Door (in only)
Adult Drug Court Staff door and to elevator 6 (in only)
Juvenile Drug Court back door to elevator (out only)
Hallway doors to Juvenile Drug Court and Statistics (in only)
Elevator 3 (out only)

D. Third Floor:

Install new proximity card readers

Two center security doors (mauka & makai) (in only)
Four ewa security doors (inclusive inner security doors) (in only)
One Diamondhead door (cellblock end) (in only)

E. Fourth Floor:

Install new proximity card readers

Two center security doors (mauka & makai) (in only)
Two Diamondhead security doors (mauka & makai) (in only)
Two Ewa security doors (mauka & makai) (in only)

1.4 SERVICE CALL RESPONSE TIME FOR REPAIRS AND PROBLEMS

1.3.1 Phone Response Time: Call back within one (1) hour of our service call

1.3.2 On Site Response Time for Emergency/Prior Repairs: On site within four (4) hours of receipt of service call. Designation of an emergency situation will be made by the Judiciary Officer-In-Charge or designee.

1.3.3 On site response time for Non-Emergency Repairs: On site within one (1) business day

1.5 OFFEROR SHALL CONFIGURE AND TEST ALL EQUIPMENT TO ASSURE THAT IT WORKS PROPERLY WITH THE EXISTING EQUIPMENT IN PLACE AT KA`AHUMANU HALE AND THE STATE CAPITOL.

1.6 THE STATE HAS SCHEDULED A MANDATORY PRE-BID MEETING AND SITE VISITATION FOR JUNE 12, 2013 10AM, KA`AHUMANU HALE, 777 PUNCHBOWL ST., LOBBY IN FRONT OF THE SHERIFF'S OFFICE.

The following procedures shall apply:

1. Registration—Offerors shall register with the Chief Court Administrator's Office (CCAO's), **telephone (808) 539-4400, facsimile (808) 539-4402** by June 10, 2013.
2. Offerors shall provide the following information during registration:
 - Name of company;

- Full name or names of attendees;
3. Entrance to Facility—Attendees shall furnish current government issued identification with picture (e.g., driver's license, state ID, passport, etc.) and be appropriately attired.
 4. Questions related to this site visit shall be submitted in writing no later than close of business on June 10, 2013.

Submission of an offer shall be evidence that the Offeror understands the scope of work and shall comply with the specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

SECTION TWO - SPECIAL PROVISIONS

2.1 SCOPE

All work shall be performed between 7:00 AM to 4:00 PM Monday through Friday unless otherwise agreed to by the Officer-In-Charge and the Offeror in writing.

2.2 OFFICER-IN-CHARGE

Dee Dee Letts, is the designated Officer-In-Charge. The telephone number at which she may be reached is (808) ~~539-5990~~ 538-5990.

2.3 WARRANTY

2.3.1 Contractor shall provide a one (1) year warranty on all new equipment (labor and materials) installed to replace and expand the existing security system at Ka`ahumanu Hale. The warranty period shall begin at the completion of all work, and when the new system is operational to the Officer-In-Charge's satisfaction.

2.3.2 At the end of the warranty period, Offeror shall provide a one (1) year extended warranty to cover all new equipment installed to replace and/or expand the existing security system at Ka`ahumanu Hale.

2.4 OFFEROR QUALIFICATION

2.4.1 Contractor's License

Offeror will supply a copy of a C-15 License and all other applicable licenses necessary to perform the work as described in the IFB with the bid submittal.

2.4.2 Experience

Offeror must have a minimum of two years of experience in security system installation.

2.4.3 References

Offeror will list at least three (3) references, preferably in the State of Hawaii other than the Judiciary, for whom Offeror has performed the same types of installation and system set up as requested in the IFB. The Judiciary reserves the right to contact the references provided, and the Judiciary reserves the right to reject the bid submitted by any Offeror who has not performed similar work.

2.4.4 Local Representative

Offeror shall have a permanent office and representative(s) in the State of Hawaii at the time of bid opening. Local representative must have an office location, from where he/she will be accessible for requests or complaints. Local representative shall meet with the Judiciary and be available, accountable, and responsible for all work performed.

2.5 SECURITY CHECK

After the award of contract and before commencement of any work on the project, Offeror shall provide to the Officer-in-Charge, a list of all employees and vehicles to be used on the project site for security reasons.

Information required is as follows:

2.5.1 Employees: 1) Full Name, 2) Residence Address, and 2) Date of Birth.

Note: Information provided will be forwarded to the Office of the Sheriff to perform background checks, including obtaining any criminal abstracts. We will not disclose the information to any other person or entity, unless it is mandated by the court or administrative order, or specific law. If we determine that an individual or individuals pose a security risk as a result of the background check, we reserve the right to take appropriate action, such as requesting that you exclude an employee from providing on-site services at our facilities.

2.5.2 Motor Vehicles: Make, year, color, license number, insurance company, policy number and expiration date. This information is required to secure passes for permission to operate such vehicles on Judiciary grounds.

2.5.3 The list of employees and motor vehicles shall be kept current at all times. New workmen or vehicles cannot enter the job site until receipt of clearance is obtained from the Officer-in-Charge. Workmen or vehicles found on site without proper identification shall be removed immediately.

2.5.4 All employees shall check in at the security office prior to starting work and proceed to the work area via an approved route designated by the Officer-in-Charge.

2.6 OFFER PREPARATION

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

2.6.1 Legal Name

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

2.6.2 Offer Price

Offeror shall submit an all-inclusive lump sum bid (including all labor, materials, parts, shipping costs, transportation, warranty and applicable taxes) for providing the work specified herein. Offer price shall also include subcontract costs for Thyssen Krup for elevator work.

2.6.3 Authorized Signature

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

2.6.4 Penalties

Should the system not work properly and interface with all systems requested for interface in this bid, the installing company would have 10 working days to cure any problems with the system. Should the problems not be resolved within the 10 working days, then damages of \$100 per day that the system is not operational shall accrue.

2.6.5 Tax Liability

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, 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 HRS from paying GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

2.6.6 Taxpayer Preference

For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB 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.

2.6.7 Wage Certificate

Offeror shall complete and submit the attached Wage Certificate by which Offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

2.6.8 Final Payment Requirements

A valid "Certificate of Vendor Compliance" from the Hawaii Compliance Express for final payment on the contract is required.

2.7 SUBMISSION OF OFFER

Offerors shall submit their bid prices on the Offer Form in writing with 3 copies to the Financial Services Division, Contract and Purchasing Office 1111 Alakea St. 6th Floor Honolulu, Hawaii 96813 by the designated date & time.

2.8 ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within ninety (90) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for one year from date that the contract is entered into.

2.8.1 Contract Execution

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the Notice to Proceed. Liability insurance shall be required of the Offeror and, if applicable, to all of Offeror's subcontractors.

2.8.2 Method of Award

AWARD of this IFB will be based on the Lump Sum Bid to perform all work including materials, labor and warranty. In the event of a calculation error, the area unit bid price shall prevail. Offeror must bid on all areas for award and prices will be firm for the contract period, not to exceed June 30, 2014

Upon award and availability of funds from Fiscal Year 2013, Judiciary will contract and provide initial Notice to Proceed to Contractor for particular areas. If Fiscal Year 2013 funds are not

available for the initial plus remaining areas, Judiciary may cover additional areas using Fiscal Year 2014 funds. A supplemental agreement and subsequent Notice to Proceed will be issued for the remaining areas, but by no later than June 30, 2014.

2.8.3 Hawaii Compliance Express

1. Offeror is required to submit a Hawaii Compliance Certificate. The Hawaii Compliance Express Certificate (HCE), allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcom.html> to acquire a "Certificate of Vendor compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310 (c), HRS shall be accepted for both contracting purposes and final payment. Under Hawaii Law, vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and county government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).
2. The above certificate should be applied for and submitted to the Judiciary upon notification of intent to award. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.
3. A Hawaii Compliance Certificate will be required for final payment. A copy of the form is also available at <http://www4.hawaii.gov/stateformsfiles/form221.pdf>

2.9 RE-EXECUTION OF WORK

Offeror shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by Offeror. Should Offeror fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to Offeror.

2.10 LIABILITY INSURANCE

Offeror shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect Offeror and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to Offeror providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Offeror may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to Offeror's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by Offeror, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 aggregate.
Products and Completed Operations	\$1,000,000 per occurrence and \$2,000,000 aggregate.
Automobile Liability	\$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Judiciary State of Hawaii – Purchasing and Contracts, 919 111 Alakea St, 6th Floor, Honolulu, Hawaii 96813."
2. "The Judiciary, State of Hawaii is added as an additional insured as respects to operations performed for the Judiciary, State of Hawaii."
3. "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."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Offeror's execution of the contract, Offeror agrees to deposit with the Judiciary, State of Hawaii certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the Judiciary during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the Judiciary, Offeror shall be responsible for furnishing a copy of the policy or policies.

Failure of Offeror 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 Offeror .

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

2.11 PERMITS, LICENSES, AND TAXES

Offeror shall possess at the time of bid a C15 license and will be responsible for obtaining all other necessary licenses and permits, during the original or extended contract term; pay all

charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the Judiciary to terminate the contract.

2.12 RIGHTS AND REMEDIES FOR DEFAULT

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

2.13 PROTEST

Pursuant to HRS § 103D-701, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Judiciary State of Hawaii, 111 Alakea St, 6th Floor, Honolulu, Hawaii 96813.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

2.14 CONFIDENTIALITY OF MATERIAL

All material given to or made available to Offeror by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the OFFEROR and shall not be disclosed to any individual or organization without the prior written approval of the JUDICIARY.

All information, data, or other material provided by the Offeror or the Contractor to the Judiciary shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-30, HAR. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126,

HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information

2.15 SUBCONTRACTORS

Offeror must subcontract with Thyssen Krup for the portion of the project that requires interface with the existing elevators at Ka`ahumanu Hale and this expense must be represented in the bid.

2.16 MODIFICATIONS

Prior to the beginning of work, modification to these Specifications may be made by mutual agreement between Offeror and the Judiciary through the Officer-In-Charge. A written Memorandum of Understanding, signed by both parties and detailing these modifications, shall be forwarded to the Office of the Administrative Director of the Courts, Contracts and Purchasing Office, 1111 Alakea Street, 6th Floor, Honolulu, Hawaii, 96813, attention Kathleen Kim.

2.17 INVOICING AND PAYMENT

Contractor shall submit original and three copies of the invoice to the First Circuit, Mr. Paul Kaneshiro, Fiscal Office, 777Punchbowl St., Honolulu, HI 96813 phone (808) 539-4351

2.18 OTHER SPECIAL PROVISIONS

2.18.1 Payments

Upon successful completion of each area, payments shall be made to Contractor at the contracted price and upon certification by the Officer-in-Charge or his or her designee that Contractor has satisfactorily performed the required services as evidenced by the receipt of documents detailing performance of the service and reported discrepancies and corrective action. For extra work approved by the Officer-in-Charge, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work. Invoices may be submitted monthly for work completed.

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 Offeror 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. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment with a shorter period.

2.18.2 Termination for Cause

If the Offeror :

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.

3. Performs the work or services negligently, or neglects or refuses to remove material or to perform anew, such work or services that may be rejected as unacceptable
4. Discontinues the prosecution of work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him or her unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to Contractor of such delay, neglect, or default. If 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 Contractor, and to use such methods as deemed necessary to complete the contract in an acceptable manner.

All cost 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 Contractor had Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand thereof.

2.18.3 Liquidated Damages

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The result of said damages to the security of the Judiciary being serious an agreed and fixed sum of \$100 a day for every day beyond the ten(10) working days fix period provided for in this contract will be required until the system is fully operational. The total sum due to such delay shall be deducted from any payments due or to become due to Contractor.

2.18.4 Interpretation of Provision

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

2.18.5 Conflict and Variation

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.

2.18.6 General Conditions/Procedural Requirements

Judiciary General Conditions dated February, 2001 (02/01) and Procedural Requirements dated May, 2003 (05/03) shall apply.

INVITATION FOR BIDS NO. J13218
REPLACEMENT AND/OR EXPANSION OF THE SECURITY SYSTEM FOR KA`AHUMANU HALE
JUDICIARY, STATE OF HAWAII
SECTION THREE – OFFER FORM

Offeror: _____

Honolulu, Hawaii

_____, 20_____

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikeaouli Hale
111Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

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

The undersigned states that he/she has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated May 2013 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defect when in his or her opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned further understands and agrees that by submit this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84 HRS, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was independently arrived at without collusion.

The undersigned hereby proposes to REPLACE AND/OR EXPAND THE EXISTING SECURITY SYSTEM AT KA`AHUMANU HALE, in strict compliance with the Agreement, Scope, Specification, and Special Conditions dated May 2013 by reference made a part hereof and available upon request, for the Lump Sum Bid of:

_____ Dollars (\$_____)

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

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

(x) _____

Authorized (Original) Signature

Date: _____

Telephone No.: _____

Name and Title (Please Type or Print)

* _____

Exact Legal Name of Company (Offeror)

Fax No.: _____

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

E-mail Address

The following lump sum bid is hereby submitted to replace and/or expand the existing security system at Ka`ahumanu Hale, 777 Punchbowl Street, Honolulu, HI 96813. Each line item below shall include all costs for installation, materials, delivery, labor and system integration costs. See IFB Section 1.3 for breakdown of Areas.

Area Description	Area #	Materials inc all Delivery Charges	Labor	Integration Costs	Total
Change existing swipe card readers to proximity readers; install new proximity readers at identified points; provide integrated wireless proximity readers for secured Elevators that integrate with existing system,	A				
Additional proximity readers and integration for the First Floor	B				
Additional proximity readers and integration for the Second Floor	C				
Additional proximity readers and integration for the Third Floor	D				
Additional proximity readers and integration for the Fourth Floor	E				
LUMP SUM BID				\$	

Lump Sum Bid should agree with Lump Sum Bid on page 1 of this Offer Form. **All the area bid prices and Lump Sum Bid shall include all shipping & handling costs , Hawaii General Excise Tax, and any and all other costs to provide the equipment per the specifications. AWARD** of this IFB will be based on the Lump Sum Bid to perform all work including materials, labor and warranty. In the event of a calculation error, the area bid price shall prevail. Offeror must bid on all areas for award and prices will be firm for the contract period, not to exceed June 30, 2014. Award will be made to the Responsive and Responsible Offeror providing the lowest LUMP SUM BID for the project.

Upon award and availability of funds from Fiscal Year 2013, Judiciary will contract and provide initial Notice to Proceed to Contractor for particular areas. If Fiscal Year 2013 funds are not available for the initial plus remaining areas, Judiciary may cover additional areas using Fiscal Year 2014 funds. A supplemental agreement and subsequent Notice to Proceed will be issued for the remaining areas, but by no later than June 30, 2014.

Offeror: _____

COMPANY NAME

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

A. Office Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

E-Mail address: _____

B. Number of Years in Business: _____

C. Commercial General Liability Insurance (Occurrence Form) will be provided by:

D.

Name of Insurance Company: _____

Policy Number: _____

Policy Period: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Offeror: _____

COMPANY NAME

II. Additional Information

Subcontractors

A: The Offeror certifies that the following is a complete list of all subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his/her own employees. The Offeror also understands that Thyssen Krup must be named as a subcontractor. If no other subcontractors are listed, it shall be construed that all of the remaining work shall be performed by the Offeror with his/her own employees.

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

Subcontractor Name	Address	Phone/Fax/Email

B: NAME OF AUTHORIZED LOCAL SALES/SERVICE REPRESENTATIVE

Company Name	Address	Phone/Fax/email

Offeror: _____

COMPANY NAME

C: REFERENCES

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

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished the types of services called for in this bid.

Company/Agency & Contact	Address	Phone/Fax/Email

Offeror: _____

COMPANY NAME

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**

(See Special Provisions)

Subject: IFB No.: _____

Title of IFB: REPLACE AND/OR EXPAND THE EXISTING SECURITY SYSTEM AT
KA`AHUMANU HALE

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

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

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

Offeror _____

Signature _____

Title _____

Date _____

SECTION FIVE – ATTACHMENTS

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS