

INVITATION FOR BIDS NO. J16008

To Provide Statewide Security Services for The Judiciary State of Hawaii

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

APRIL 2015

NOTICE TO OFFERORS

This solicitation is being provided to you for informational 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 facsimile 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 therefore not considered for award.

Registration

Facsimile No: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.hawaii.gov

Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- Facsimile Number
- FedEx (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)
- Name of Contact Person
- E-mail Address

**THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII
INVITATION FOR BIDS NO. J16008
April 22, 2015**

Competitive sealed bids **TO PROVIDE STATEWIDE SECURITY SERVICES FOR THE JUDICIARY, STATE OF HAWAII**, will be received at:

The Judiciary, State of Hawaii
1111 Alakea Street, Sixth Floor
Kauikeaouli Hale
Financial Services Division
Honolulu, Hawaii 96813-2807

And will be opened on May 19, 2015 at 2:00 p.m. HST.

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All offers 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 Invitation for Bids may be directed to James Crowe, Special Assistant for Judiciary Security, who can be reached at (808) 539-4970, or email James.P.Crowe@courts.hawaii.gov; other questions may be directed to Jonathan H. Wong in the Contracts & Purchasing Office, at (808) 538-5805, facsimile (808) 538-5802, e-mail Jonathan.H.Wong@courts.hawaii.gov.

/s/ Janell Kim
Janell Kim
Financial Services Director

(Judiciary & SPO Websites: April 22, 2015)

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ATTACHMENTS and EXHIBITS:

General Conditions	Exhibit A - Questionnaire
Procedural Requirements	Exhibit B - Bidder Certificate
Information on Taxes	Exhibit C - Individual Stats
	Exhibit D - Training Certificate
	Exhibit E - Training Program Outline
	Attachment 1 - Judiciary Facilities List

SECTION ONE - SPECIFICATIONS

1.1. SCOPE

The Contractor shall provide security services as specified in these specifications to the Judiciary statewide. During the course of this contract, the Judiciary may designate additional locations and/or delete locations from this contract. The inclusive unit bid price per hour per security position shall remain the same for each location made a part of this contract. The Judiciary does not guarantee to the Contractor that additional locations will be designated during the contract period or during any extension periods.

At the release of this solicitation, seventeen (17) addresses have been designated as requiring security services. See Attachment 1 (Judiciary Facilities & Offices) for locations and corresponding position numbers, as well as work schedule. Attachment 1 is based on current requirements, and is provided for bid purposes only. The Contractor is requested to furnish security services for any Judiciary location made a part of this contract and for more or less than the hours indicated herein. Additional locations and hours may be added throughout the duration of this contract and shall be provided at the inclusive hourly rate bid. In the event that the hours per Judiciary location are reduced, or Judiciary locations are deleted, the contract will be amended to reflect the reduction in hours and/or locations.

The contract will be for a twenty four (24) month period effective from July 1, 2015 through June 30, 2017, with an option to renew the contract for three (3) additional twelve (12) month periods, not to exceed sixty (60) months.

1.2. GENERAL SPECIFICATIONS

1. Security Officer services shall be provided as needed, generally five (5) days per week, Monday through Friday, excluding State holidays and/or on days that work is not officially scheduled at the locations designated in Attachment 1. Security personnel shall be assigned to Judiciary locations in accordance to the work schedule provided by the Office/Program's Officer-in-Charge or his/her authorized representative and shall perform other duties as assigned by the Officer-in-Charge. Contractor is advised that the schedule of days and hours may vary and that schedules are subject to change during the contract period. Contractor shall provide qualified security personnel at each location at all times during hours of operations.

This contract for security services shall commence on July 1, 2015.

2. If required, and only upon written request by Officer-in-Charge or his authorized representative, additional security service shall be provided at the various locations before, during or after official work hours at the inclusive unit bid price per hour per officer. Any overtime work will be at 1 ½ times the hourly rate.

3. The Judiciary may require security services for various locations outside of Judiciary facilities. 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 a Judiciary location.
4. Generally, the hours of security services will be 7:45 a.m. through 4:30 p.m., except for certain locations that require a staggered work schedule.

1.3. GENERAL REQUIREMENTS

1. Security Personnel shall be uniformed, without side arms, but may be provided with crowd dispersing devices as necessary and only if properly trained in its usage.
2. 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.
3. The security personnel will be responsible for the protection of state property and personal safety of the public and court staff at all times.
4. Work stations and duties are to be designated by the Judiciary staff Officer-in-Charge or designee at each location.
5. Lunch periods for security personnel will not be chargeable to the contract.
6. Where services require the division of time between multiple buildings, floors, rooms, etc. Security personnel shall be equipped with walkie-talkie(s) or other such communication devise(s) to enable the officer to contact other security officer(s) or personnel immediately in cases when emergency assistance is required.
7. Contractor shall ensure that all equipment used in the performance of services specified under this contract are properly maintained and in good working condition.

1.4. PERSONNEL QUALIFICATIONS

1. Security Attendants - Due to the sensitive nature of the work and because the security attendants will be in constant contact with the public, the Judiciary has established stringent qualification professional standards for Security Attendants performing work under this contract. The Contractor will only select those individuals capable of demonstrating the following:
 - a. Ability to exercise good judgment.
 - b. Maturity in conduct and attitude.
 - c. Ability to accept and assume responsibility.
 - d. Alert, attentive and conduct themselves in a professional manner.

- e. Strong moral character.
- f. Ability to communicate in English and read simple instructions.
- g. Courteous to members of the public and Judiciary employees, as well as tolerant in their interactions with others, well groomed, and neat in appearance.
- h. Had a complete **one time** physical examination within the past six (6) months, which includes drug testing and **random drug testing every year** and a doctor's certification (copies of the certification for each officer shall be available for inspection in the Contractor's Office in Hawaii) that the security person's general health is satisfactory. The security attendant must maintain this satisfactory level of drug free general health at all times to work under this contract. The following are the minimum physical requirements:
 - (1) Correctable vision to 20/30 each eye.
 - (2) Must be able to hear at a normal conversational level. A hearing aid may be used to meet this requirement.
 - (3) Must be physically able to serve a normal shift walking, standing, manning security posts and checkpoints, using stairs and escalators, and operating motor vehicles (if required).
 - (4) Shall have satisfactorily passed a complete background and fingerprint-based criminal history check. Copies shall be made available in the Contractor's Office for inspection by the Judiciary.
 - (5) Shall have no record of moral turpitude or mental and/or emotional disorders that may interfere with the performance of their duties.
 - (6) Shall be free from the influence of drugs or alcohol and/or any intoxicating substances while on duty.
 - (7) Is a high school graduate or equivalent. Copies of their high school diploma, GED, or proof of applicable life and work experience shall be made available in the Contractor's Office in Hawaii for inspection by the Judiciary.
 - (8) Is certified in the operation of hand-held scanners, magnetometers, and x-ray monitors.
 - (9) Is certified in First Aid Training, Cardiopulmonary Resuscitation (CPR) and the use of an Automated External Defibrillator (AED).
 - (10) Shall have no disqualifying felony conviction(s) prior to or during the security attendant's employment under this contract. Only authorized personnel working on this project shall be allowed to obtain badges.

- (11) If arrested for any major crime or felony, 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.
- (12) Overall supervision will be by the Judiciary Special Assistant for Security. The Sheriff's Office, Department of Public Safety will provide on-site supervision. Security positions may work alongside the deputy sheriffs.

2. Court Security Officer - Each Court Security Officer will possess the following minimum qualifications:

- a. Meet all requirements for Security Attendant.
- b. Be able to carry out oral and written instructions, prepare written reports
- c. Possess the aptitude to effectively supervise Contractor's security personnel assigned to the Judiciary and deal effectively with Judiciary staff, other law enforcement agencies and the public on matters relating to security disputes, complaints or the performance conduct or behavior of subordinate employees.

1.5. MAJOR DUTIES AND RESPONSIBILITIES

1. Security personnel will provide the following general services:
 - 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. 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 drug-addicted, drunk, mentally or emotionally unstable, criminal, and/or armed.
 - e. Shall use tact and judgment to prevent or minimize disorder, quell disturbances and generally maintain law and order.
 - f. Investigate disturbances and determine when sheriff's or police intervention is necessary. Security staff shall follow through by summoning sheriff or police, cooperating and assisting sheriff or police if necessary, and testifying in court, if necessary.
 - g. Prevent the entry of unauthorized person(s) into restricted areas.

- h. Follow procedures and guidelines of the Judiciary in providing visitor passes to individuals doing business with the Judiciary.
 - i. 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 reported immediately to the Department of Public Safety, Sheriff's Division.
 - j. 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 reported to the Department of Public Safety, Sheriff's Division.
 - k. Maintain a log of all items removed and then returned to individuals entering and then exiting the respective Judiciary facilities.
 - l. Report any malfunctions of equipment to the Department of Public Safety, Sheriff's Division or to the Judiciary Officers-in -Charge of their respective Judiciary facilities.
 - m. 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.
 - n. Prepare activity and incident reports and assist in the recording of all incidents requiring sheriff or police intervention.
 - o. Maintain confidentiality of all documents viewed during the performance of his/her duties.
 - p. Assist sheriffs and the respective Officers-in-Charge in the evacuation of a Judiciary facility.
2. The Contractor shall ensure that:
- a. Security personnel, if required, are in proper uniform.
 - b. Security Attendants are not armed while on duty but are properly trained in their assigned positions, including documented training in the use of security equipment provided for security services at their assigned stations.
 - c. A dosimeter is provided and assigned to each Security Attendant to monitor the radiation for each Security Attendant.
 - d. Security personnel possess good judgment, even temperament, tact, and ability to communicate and read simple instructions.

- e. Security personnel are in good health, and physically able to perform the duties which include prolonged standing for considerable periods.
- f. Security personnel refrain from having visitors and socializing. Unofficial telephone calls will be limited to emergencies.
- g. Due to the serious nature of the security service under this contract, the Contractor shall, within twenty (20) days after receipt of Notice of Award, provide information to the Judiciary of all the Contractor's employees with conviction records and the nature of such convictions. Such information shall be handled in a confidential manner. Should it be determined from the particular facts and circumstances of any Contractor's employee's records that the employee would not be acceptable to perform work at the Judiciary, the Judiciary shall notify the Contractor in writing.
- h. The Officer-in-Charge may require in writing that the Contractor relocate any security officer 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 procedures.
- i. The Officer-in-Charge may require in writing that the Contractor remove and/or replace any security personnel who has proven to be incompetent, unsatisfactory in performing his/her duties, careless, objectionable, disorderly in manner, or erratic in attendance. Any Contractor's employee so removed shall not be reassigned to any other Judiciary location.
- j. Assistance and advice are provided by the Officer-in-Charge in supervising and carrying out the security program.
- k. Compliance with Section 463, HRS, specifically as it pertains to guards and guard agencies, is satisfied.

1.6. TRAINING REQUIREMENTS

The training plan detailed in the Contractor's Training Manual shall be the basis for all Judiciary security officers' training. The final form of the training plan must be approved by the Judiciary. The 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 not specified but the training curriculum must be sufficient to guarantee satisfactory performance by all security personnel in all positions. Training must include CPR certification and the usage of an AED. It is the Contractor's responsibility to use persons able to perform satisfactorily in any of the security functions.

Exhibit E is the training program outline requirements for the Security Attendant and Security Officer positions. Assignment training shall be a minimum of 10 hours in length with emphasis given to addressing situations most likely to occur or be encountered in their Judiciary assignment. This outline could be used for development of the Contractor's training program for the Security Attendant and Security Officer positions.

END OF SECTION

SECTION TWO - SPECIAL PROVISIONS

2.1. SCOPE

Work included in this contract shall consist of PROVIDING STATEWIDE SECURITY SERVICES FOR THE JUDICIARY, State of Hawaii, in accordance with these Special Provisions, the attached Specifications, General Conditions, dated February 2001 and Procedural Requirements dated May 2003, included and referenced and available at our website: <http://www4.hawaii.gov/jud/>.

2.2. OFFICER-IN-CHARGE

For purposes of this contract, Mr. James Crowe, Special Assistant for Judiciary Security, or his appointed representative, is designated Contract Administrator. He can be reached at (808) 539-4970, or email James.P.Crowe@courts.hawaii.gov

2.3. TERM OF CONTRACT

This is a multi term contract solicitation that has been deemed to be the best interest of the Judiciary. The Contractor shall enter into a contract to PROVIDE STATEWIDE SECURITY SERVICES FOR THE JUDICIARY, for a period of twenty four (24) months effective from July 1, 2015 through June 30, 2017. Unless terminated, and subject to availability of funds, this contract may be extended for three (3) additional twelve (12) month periods, not to exceed sixty (60) months without rebidding, upon mutual agreement in writing between the Judiciary and the Contractor prior to the end of the initial contract term. 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 Contract Extension and 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.

Interested Offerors are requested to contact the location's designated person listed to arrange the date and hours for an inspection tour.

2.4. BIDDER QUALIFICATIONS

In addition to meeting the legal and other requirements of this IFB, bidder must meet these bidder qualification requirements to be considered for award:

1. **Experience** Notwithstanding any other provisions stated herein, prospective offerors must be properly certified by the State of Hawaii to perform security services and have a minimum of at least five (5) consecutive years of experience with conducting security services in the State of Hawaii at the time of bid submittal.
2. **Security Service License** Offeror must have a valid security guard service license registered with the Hawaii State Department of Commerce and Consumer Affairs at the time of bid submittal.
3. **Permanent Office** Offeror shall have a permanent office and representatives(s) in the State of Hawaii at the time of bid opening. Offeror must have a permanent office location in the State of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints.
4. Offeror must meet all the requirements of Hawaii Revised Statutes, Chapter 463, Private Investigators and Guards and specifically Section 463-10.5, Guards; registration, instruction, training, testing, and continuing education required; renewal of registration.
5. **References.** Offeror shall list at least three (3) references in the State of Hawaii, for whom offeror is currently performing commercial security services that are similar in nature and volume to services specified herein and that will qualify offeror to perform these services. Offeror must also submit along with his/her offer, two (2) letters of recommendation from companies or government agencies for whom offeror has (within the last two (2) years) or is currently providing commercial security services. An offeror not able to supply the Judiciary with the required references, will not be considered for award. The Judiciary reserves the right to contact the references provided and to reject the offer submitted by any offeror who has not performed services that are similar in nature and volume to the services required in this offer or whose performance on other jobs for this type of service has been proved unsatisfactory.

2.5 CONFIDENTIALITY

All material, reports, data, information, etc. given to or made available to the Contractor by virtue of this contract that is identified as proprietary or confidential information shall be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of the State.

All data, or other material provided by the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, or its successor, and any other applicable body of law concerning information practices or confidentiality.

2.6. CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, Offeror certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition

2.7 ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within thirty (30) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the 30 day period.

2.8. BID PREPARATION

2.8.1 Legal Name. 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; and to indicate the exact legal name in the appropriate space on the Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in black or blue 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.

2.8.2. Bid Quotation Bid prices shall include labor, supervision, all applicable taxes, and all expenses necessary to provide services as described in the Specifications, for the duration of the contract. Bid price per hour per officer shall be applicable to additional security service provided during or after work hours, subject to Department of Labor overtime regulations, when regularly assigned officers are requested by management.

Work to be done under this contract is a taxable transaction and offeror receiving award for this work will be required to pay the State of Hawaii GET.

The estimated number of positions and hours of work for this project is provided for bidding purposes only, and reflects the anticipated total number of security positions required at the various Judiciary locations at the start of this contract. Actual manning and locations may **increase** or **decrease** at any time during the contract period for any type of security personnel. For bidding comparison purposes only, use the hours listed in the Proposal Schedules per position type listed.

2.8.3. Security Service License. Offerors shall submit Department of Commerce and Consumer Affairs security services license number on the space indicated on the appropriate Offer Form page.

2.8.4. Offer Guaranty. Bid security deposit is not required for this bid.

2.8.5. References. Offeror shall list on the appropriate Offer Form page at least three (3) references for whom the company has performed subject service and such reference can, if necessary, attest to Offeror's performance.

2.8.6 Local Office/Representative. Offeror is required to have a local coordinating office on Oahu to submit a bid. Offerors shall provide on the appropriate Offer Form page, information regarding local Oahu office and/or responsible individual to be contacted on matters concerning security officers assigned to this job.

Any information provided in the bid by Offeror, that Offeror deems proprietary or confidential must be labeled or noted as proprietary or confidential or shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

2.9 WAGE CERTIFICATE

Offeror shall complete and submit the attached Wage Certificate by which the offeror certifies that the services required will be performed pursuant to Section 103-55, HRS. 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 will be obliged to increase their wage rates accordingly.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or may include such notice with each paycheck or pay envelope furnished employees.

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.

Effective July 1, 2015, the basic hourly wages paid to similar State positions is expected to be:

Class	Hourly Rate
Security Attendant (SR 08)	\$12.84
Security Officer I (SR 13)	\$15.61

Accordingly, bidder should consider the aforementioned wage rates when preparing the quote for this IFB.

2.10 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, 2015 to June 30, 2016.
Extension period: July 1, 2016 to June 30, 2017

The option to extend the original contract is exercised for the period of July 1, 2016 to June 30, 2017. On July 1, 2016, the State announces a pay raise retroactive to July 1, 2015 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, 2016 to June 30, 2017. A price adjustment is not applied retroactively to July 1, 2015 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 x .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 contract extension 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**.

2.11. SUBMISSION OF PROPOSAL

The offer must be submitted in a sealed envelope and clearly addressed with the Invitation for Bid number on the envelope.

Offerors shall submit three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. **The offer must be received no later than 2:00 p.m., H.S.T. on the date indicated in the Notice to Offerors, whether delivered in person or by United States Postal Service, United Parcel Service, Federal Express or any other mailing method.** Offers may be submitted prior to the due date; however, will remain unopened until the bid is closed.

Submit Offers to:

The Judiciary, State of Hawaii
Financial Services Department
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Jonathan Wong

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

Offers on CD. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD (three (3) copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Significant Dates section of this RFP.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via Email or FAX.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

2.12. CONTRACT AWARD

1. Award, if any, shall be made to the qualified responsive and responsible Offeror submitting the lowest TOTAL BID AMOUNT to provide statewide security services or the best value for the Judiciary. This is an estimate of the total contract amount, actual payments to CONTRACTOR shall be based on actual hours of security services performed at the per hour bid prices stated in the OFFER FORM. Offeror must bid on all items to be considered for award.

In accordance with Section 103D-310, HRS, the Judiciary requires the apparent low bidder to submit 20 calendar days after bid opening, a completed Questionnaire (Exhibit A) and Training manual, setting forth a complete statement of the experience of such prospective bidder and its organization in performing similar work along with a list of references for whom they performed similar security services. Whenever it appears to the Judiciary, from answers to the questionnaire or otherwise, that the prospective bidder is not fully qualified and able to perform the intended work, the Judiciary will, after affording the prospective bidder an opportunity to be heard and if still of the opinion that the bidder is not fully qualified to perform the work, refuse to consider any bid offered by the prospective bidder. All information contained in the answers to the questionnaire shall be kept confidential. Questionnaire so submitted shall be returned to the bidders after serving their purpose.

Failure to complete the qualification questionnaire, or any information in Exhibit A found erroneous or false shall be sufficient grounds for bid rejection or contract termination for default.

Upon issuance of the Notice of Award to the successful bidder, the Awardee shall commence preparation of the following documents for submittal to the Judiciary Planner for Safety and Court Security, Mr. James Crowe, no later than twenty (20) calendar days from the date of the Notice of Award:

- a. One copy of the Contractor's training manual.
- b. Completed notarized Bidder Certification (Exhibit B) & Questionnaire (Exhibit A).
- c. Completed Individual Physical & Educational Training Background form (Exhibit C).
- d. Completed Training Certificate form (Exhibit D).
- e. Certification that all employees have had a background check to verify employment history and positive character for the preceding ten (10) years and to ascertain that each person hired by the Contractor is a good security risk.

Prior to awarding the contract, the Judiciary will require certification of the following insurance coverages:

Worker's Compensation
Temporary Disability
Unemployment Insurance

Prepaid Health Care

2. Responsibility of Offerors

Hawaii General Excise Tax License. Bidder shall submit its current Hawaii General Excise Tax I.D. number in the space provided on Offer Form.

Hawaii Compliance Express. The Contractor is required to submit a Hawaii Compliance Express Certificate. The Hawaii Compliance Express (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).

3. Timely Compliance Documents Required for Contract Award

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliances with the requirements of §103D-310(c) and (c)(1) and (2), HRS, that require compliance with all laws governing entities doing business in the State of Hawaii. A Certificate of Vendor Compliance should be applied for and submitted to the Judiciary as soon as possible upon award of a contract. The awardee must be compliant for award of a contract, or an offer otherwise responsive and responsible may not receive the award.

4. Final Payment Requirements

A HAWAII COMPLIANCE EXPRESS CERTIFICATE FOR FINAL PAYMENT will be required for final payment.

2.13. TIE BIDS

Should there be low bids from responsive, responsible Offerors that are identical in price per hour, award, if any, will be made to the Offeror who received the previous award and is currently providing services. When this method or any other permissible method is not feasible, award will be determined by drawing lots.

2.14. CONTRACT EXECUTION

Successful offeror receiving the award shall be required to enter into a formal written contract. The contract commencement date shall be specified in the Notice to Proceed. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services. If the option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor within thirty (30) days of the scheduled date of termination.

No work is to be undertaken by the Contractor prior to the commencement date. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to starting date.

2.15. 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.

2.16. INSURANCE

The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.
- c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

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

2.17. COMPLIANCE WITH REQUIREMENTS OF HAWAII REVISED STATUTES, CHAPTER 463

If awarded a Contract, the Contractor shall meet all the requirements of Hawaii Revised Statutes, Chapter 463 and specifically, Section 463-10.5, Guards; registration, instruction, training, testing, and continuing education required; renewal of registration.

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

The Offeror must submit with the bid, the required documents requested on the Offer Form to qualify for an award of a contract.

2.18. 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.

2.19. 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.

2.20. 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.

2.21. 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 District Court, First Circuit Fiscal Office 1111 Alakea Street, 9 th Floor Honolulu, Hi 96813 Location: Honolulu, Ewa, Kaneohe, and Wahiawa District Courts	The Judiciary 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.

2.22. TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any terms of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default.

If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorization, 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.

2.23. TERMINATION FOR LACK OF FUNDS

Pursuant to Section 103-39, HRS, except in certain instances, no contract entered into between the Judiciary and the Contractor shall be binding or of any force unless the Judiciary 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 Administrator 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 then current fiscal year, and availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. 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.

2.24. 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.

2.25. 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