

INVITATION FOR BID

J23156

TO PROVIDE MAINTENANCE OF SECURITY AND
ACCESS CONTROL SYSTEM
AT THIRD JUDICIAL CIRCUIT
THE KEAHUOLŪ COURTHOUSE
THE JUDICIARY, STATE OF HAWAII

JULY 29, 2022

**NOTICE TO OFFERORS THROUGH THE
STATE OF HAWAII ePROCUREMENT SYSTEM (HlePRO)**

INVITATION FOR BIDS NO. J23156

The Judiciary, State of Hawaii

The Judiciary, State of Hawaii, is requesting competitive offers from qualified applicants to Provide Maintenance of Security and Access Control System at the Third Judicial Circuit at the Keahuolū Courthouse:

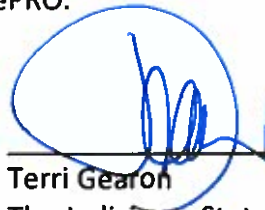
**Keahuolū Courthouse
74-5451 Kamakaeha Avenue
Kailua-Kona HI 96740**

IT IS MANDATORY THAT OFFERORS HAVE VIEWED THE EXISTING ACCESS CONTROL SYSTEM AFTER APRIL 1, 2022. A WALK THROUGH will be held at 10:00 A.M., H.S.T., August 5, 2022 at Keahuolū Courthouse. Meet in the lobby by the vendor's booth.

Offers will be received electronically only through the State of Hawaii eProcurement System (HlePRO) at <https://hiepro.ehawaii.gov/welcome.html> up to and will be opened at the date and time indicated in HlePRO. The solicitation documents, including the Bid Offer Forms and specifications may be obtained in electronic format from the HlePRO website at <https://hiepro.ehawaii.gov/welcome.html>.

Bids and Offer Forms received after the date and time specified in HlePRO or at a location other than the HlePRO website indicated above will not be considered. All bids must be made on forms obtainable from the above HlePRO website and must be in accordance with the accompanying instructions.

Questions relating to this bid solicitation shall be submitted in HlePRO, at the website indicated above, by the date and time indicated in HlePRO.



Terri Gearon
The Judiciary - State of Hawai'i
Financial Services Director

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SECTION ONE – SPECIFICATIONS

1.1 SCOPE

The Third Judicial Circuit is soliciting offers to maintain the existing security and access control system at Keahuolū Courthouse, 74-5451 Kamakaeha Avenue, Kailua-Kona HI 96740. The requirement is to have one Offeror maintain the existing security and access control system for one (1) year commencing on September 1, 2022 through August 31, 2023 with the option to extend for not more than three (3) additional twelve (12) month periods.

1.2 DESCRIPTION OF WORK

1. Provide 24hr Support line for Security Electronics troubleshooting
 2. Provide remote programming support for Security Electronics System
 3. Provide quarterly (four) service visits at 8 hr each
 4. Provide onsite support as needed at T+M rates listed in Bid Offer Form.
 5. NOTE: Onsite Technical Support is being offered only to cover issues with Security Electronics System
-
1. Programming Changes/Adjustments
 - Provide remote programming support to troubleshoot issues.
 - Note: To provide remote services, the contracted company must establish their own internet service to the security and access control system at Keahuolū Courthouse. The contracted company will not have access to the Judiciary's network or equipment. Prior to installation, the internet service must be approved, by the Third Circuit's IT Support department.
 - Provide minor programming adjustments to current software configuration as desired by owner.
 - Provide programming adjustments to accommodate any new hardware or software desired to be integrated into system.
 - Provide documentation of changes made and copies to owner.
 2. Emergency Support
 - Provide 24/7 call line for technical support in the event of emergency.
 - Provide onsite staff support within 24 hours in the event of emergency. NOTE: Onsite support, outside of the 2 service visits, will be billed at T+M rates, as will be specified by Offeror on Bid Offer Form
 - Provide remote programming support in the event of emergency.

1.3 LOCATION OF WORK TO BE DONE

All work will take place at Keahuolū Courthouse, 74-5451 Kamakaeha Avenue, Kailua-Kona, HI, 96740.

1.4 WORK SCHEDULE

All work shall be performed between 7:00 AM to 4:30 PM Monday through Friday, except State holidays unless otherwise agreed to by the Officer-In-Charge and the Offeror in writing.

1.5 SERVICE CALL RESPONSE TIME FOR REPAIRS AND PROBLEMS

1.5.1 Phone Response Time: Call back within two (2) hours of our service call.

1.5.2 On Site Response Time for Repairs: On site within two (2) weeks of receipt of service call. Designation of an emergency situation will be made by the Judiciary Officer-In-Charge or designee.

1.6 SITE VISITATION

THE STATE HAS SCHEDULED A SITE VISITATION FOR **10:00 A.M. H.S.T., August 5 2022 at Keahuolū Courthouse**. Meet in the lobby by the vendor's booth. Attendance is mandatory for vendors who have not viewed the existing access control system. The meeting is optional for vendors who have viewed our system after **April 1, 2022**.

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 an award, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

END OF SECTION ONE

SECTION TWO – SPECIAL PROVISIONS

2.1 SCOPE

Work included in this contract shall consist of providing MAINTENANCE OF SECURITY AND ACCESS CONTROL SYSTEM AT THE KEAHUOLŪ COURTHOUSE. All work shall be performed in accordance with these Special Provisions, the attached Specifications, General Conditions, dated February 2001, Special Conditions to include Hawaii Judiciary Policy Discrimination/Harassment-Free Workplace, and Procedural Requirements dated May 2003 which are included in this solicitation.

2.2 OFFICER-IN-CHARGE

Colin Young is the designated Officer-In-Charge. The telephone number at which he may be reached is (808) 961-7417.

2.3 TERM OF CONTRACT

Contractor shall enter into a twelve (12) month contract, September 1, 2022 to August 31, 2023, to provide maintenance of security and access control system at the Keahuolū Courthouse. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least thirty (30) days prior to expiration.

During extension periods, Contractor shall provide any price decrease to the Judiciary that Contractor has offered to any other Hawaii government agency.

The contract may be extended, provided that the contract price per unit for the extended period remains the same as the previous year's or is negotiated and mutually agreed upon by each party, and shall not increase more than 5% of the contract price per unit. Contractor must provide proof of cost (documentation) associated with the maintenance of security and access control system at the Keahuolū Courthouse for any requested increase of more than 5%.

2.4 OFFEROR QUALIFICATION

2.4.1 Experience

Offeror must have a minimum of two (2) years of experience in security system maintenance. All bidders must be able to produce documented security system maintenance experience to substantiate their claim of experience.

2.4.2 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 maintenance as requested in the IFB. The Judiciary reserves the right to contact the references provided, and the Judiciary reserves the right to reject the offer submitted by any Offeror who has not performed similar work.

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 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 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 offer with 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 offer 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 Bid Quotation

Offeror shall submit an all-inclusive lump sum offer (including all labor, materials, parts, shipping costs, transportation, warranty, applicable taxes, and other costs) for providing the work specified herein.

2.6.3 Penalties

Should the system not work properly and interface with all systems requested for interface in this offer, 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.

2.6.4 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 all 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.

2.6.5 Taxpayer Preference

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

2.6.6 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.

2.7 SUBMISSION OF OFFER

Competitive Sealed Bids TO PROVIDE MAINTENANCE OF SECURITY AND ACCESS CONTROL SYSTEM AT THIRD JUDICIAL CIRCUIT, THE KEAHUOLŪ COURTHOUSE, THE JUDICIARY, STATE OF HAWAII, will be received electronically only THROUGH THE STATE OF HAWAII ePROCUREMENT SYSTEM (HlePRO) at <https://hiepro.ehawaii.gov/welcome.html> and will be opened at the date and time indicated in HlePRO.

Bids and Offer Forms received after the date and time specified in HlePRO or at a location other than the HlePRO website indicated above will not be considered. All bids

must be made on forms obtainable from the above HlePRO website and must be in accordance with the accompanying instructions.

FAILURE TO SUBMIT BID OFFER FORM THROUGH THE HIEPRO WEBSITE MAY BE GROUNDS FOR REJECTION.

2.8 CONTRACT AWARD

2.8.1 Award, if any, shall be made to the responsive and responsible Offeror submitting the lowest Total Bid price to provide maintenance of security and access control system at the Keahuolū Courthouse. Offeror must bid on all items to be considered for award. If there is an error in computation of the Total Bid Price the Unit Rate per item shall govern.

To be eligible for award and prior to execution of contract, the successful Offeror will be required to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for and submitted to the Judiciary as soon as possible. If valid certificates are not submitted on a timely basis, an offer otherwise responsive and responsible may not receive the contract.

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

Worker's Compensation
Unemployment Insurance

Temporary Disability
Prepaid Health Care

2.8.2 Method of Award

AWARD of this Solicitation will be based on the Lump Sum offer to perform all work including materials, labor and warranty, and one-year maintenance agreement. In the event of a calculation error the unit rate shall govern.

Upon award and availability of funds from Fiscal Year 2023, Judiciary will provide Notice of Award through HlePRO.

2.9 RESPONSIBILITY OF CONTRACTOR

To be eligible for award, the apparent low bidder will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310©, HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, worker's compensation;

4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(C), Certificate in Good Standing (COGS) for entities doing business in the State of Hawaii.

The Contractor may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance". The HCE provides current compliance status as of the issuance date. In order to meet compliance, the certificate must indicate "COMPLIANT". This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

2.10 FINAL PAYMENT REQUIREMENTS

A current HCE certificate indicating "COMPLIANT" or an original tax clearance certificate will be required for final payment.

2.11 ACCEPTANCE OF OFFER

2.11.1 Contract Execution and Extension

Successful Offeror receiving the award shall be required to enter into a formal written contract. The Contractor shall enter into a contract for a period of twelve (12) months commencing September 1, 2022 to August 31, 2023. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least thirty (30) days prior to expiration. The contract may be extended provided the monthly contract price for the extended period remains the same as the previous year's, or is negotiated and mutually agreed upon by each party and that the increase in amount will be no more than 5% of the monthly contract price. If the option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor not less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

2.11.2 Contract award and contract amendments are subject to the appropriation and availability of funds. All State funds are contingent on appropriation, and all Federal funds are contingent on the awarding of grant applications.

2.12 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.

2.13 LIABILITY INSURANCE

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

- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b) Automobile Insurance in the amount of \$1,000,000.00 per accident or \$1,000,000.00 bodily injury per person, \$1,000,000.00 bodily injury per accident, and \$1,000,000.00 property damage per accident. Automobile insurance shall maintain coverage for all Owned, Non-Owned and Hired Automobiles. If Contractor does not own autos, they must maintain Hired & Non-Owned Auto Liability. This can be part of a general liability policy if they do not have their own vehicles.
- c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, each insurance policy required by contracts, shall contain the following clauses:

- a) The Judiciary, State of Hawaii is added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii (if available).
- b) It is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

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

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

2.14 REMOVAL OF CONTRACTOR'S EMPLOYEES

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.

2.15 INSPECTION

All services provided and all materials furnished shall be subject to random periodic 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, and also request the presence of the Contractor on field inspections to be scheduled periodically.

The Contractor shall furnish the Officer-in-Charge two copies of a service check receipt for each unit serviced and a service check list bearing the signature of the maintenance man and the signature of the designated Judiciary officer certifying receipt of services. Services which cannot be certified by a representative of the Judiciary may not be compensated.

2.16 CANCELLATION OF SOLICITATION AND REJECTION OF OFFERS

The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in 3-122-95 through 3-122-97 HAR.

2.17 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.

2.18 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 a Solicitation, 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 Practices.

2.19 SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to a subcontractor other than those listed on the Offer Form unless given written approval by the Financial Services Administrator. The Judiciary reserves the right to approve subcontractors and to require the primary Contractor to replace a subcontractor(s) found to be unacceptable. The primary Contractor will be the sole point of contact with regard to contractual matters, including payment to any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary Contractor performs them.

Offeror must subcontract with Otis Elevator if any work involves the existing elevators at Keahuolū Courthouse and this expense must be represented in the offer.

2.20 INVOICING AND PAYMENT

Contractor shall submit monthly invoices to:

The Third Judicial Circuit
Attn: Fiscal Office
777 Kilauea Avenue
Hilo, HI 96720
Phone (808) 961-7424.

2.21 OTHER SPECIAL PROVISIONS

2.21.1 Payments

Upon successful completion, 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 when work is 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 offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer 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 offer submitted with a condition requiring payment with a shorter period.

2.21.2 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.

2.21.3 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.

2.21.4 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.

2.21.5 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.

2.21.6 General Conditions/Procedural Requirements

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

END OF SECTION TWO

**SECTION THREE - BID OFFER FORM
INVITATION FOR BIDS NO. J23156
TO PROVIDE MAINTENANCE OF SECURITY AND ACCESS CONTROL SYSTEM
AT THIRD JUDICIAL CIRCUIT
AT THE KEAHUOLŪ COURTHOUSE**

Offeror: _____

HILO, Hawai'i

_____, 20 _____

Court Fiscal Officer
The Judiciary, State of Hawaii Third
Judicial Circuit
777 Kilauea Avenue
Hilo, Hawaii 96720

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 February, 2001 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 offers 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 submitting this offer:

- 1) he/she is declaring his/her offer is not in violation of Chapter 84 HRS, concerning prohibited State contracts.
- 2) he/she is certifying that the price(s) submitted was independently arrived at without collusion.

The undersigned hereby proposes TO PROVIDE MAINTENANCE OF SECURITY AND ACCESS CONTROL SYSTEM AT THIRD JUDICIAL CIRCUIT AT THE KEAHUOLŪ COURTHOUSE in strict compliance with the Agreement, Scope, Specification, and Special Conditions dated February, 2001 by reference made a part hereof and available upon request, for the Lump Sum Offer of:

_____ Dollars

(\$ _____)

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

- A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

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

Federal I.D. No. _____

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

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address (**Hawaii street address**): _____

City, State, Zip Code _____

Date: _____

Respectfully submitted,

Telephone No.: _____

(x) _____
Authorized Original Signature

Fax No.: _____

Name and Title (Please Type or Print)

Email Address: _____

- I. The following lump sum offer is hereby submitted **TO PROVIDE MAINTENANCE OF SECURITY AND ACCESS CONTROL SYSTEM AT THIRD JUDICIAL CIRCUIT AT THE KEAHUOLŪ COURTHOUSE**, 74-5451 Kamakaeha Avenue, Kailua-Kona, HI 96740.

Description	Total
Maintenance Year 1	
LUMP SUM OFFER \$	
Time and Materials Rates	
Description	Rate

Lump Sum Offer should agree with Lump Sum Offer on page 1 of this Bid Offer Form. **All offer prices and Lump Sum Offer shall include all shipping & handling costs, Hawaii General Excise Tax, and any and all other costs to provide the equipment and service per the specifications.** AWARD of this Solicitation will be based on the Lump Sum Offer to perform all work including materials, labor, warranty, and maintenance agreement. In the event of a calculation error, the unit rate shall prevail. Offeror must offer on all items for award and prices will be firm for the contract period, not to exceed August 31, 2023.

Award will be made to the Responsive and Responsible Offeror providing the lowest LUMP SUM OFFER for the project.

Upon award and availability of funds from Fiscal Year 2023, Judiciary will provide initial Notice of Award via HlePRO.

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:

Name of Insurance Company: _____

Policy Number: _____

Policy Period: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

D. Automobile Liability Insurance will be provided by:

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 OTIS ELEVATOR 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

Offeror: _____
COMPANY NAME

B: REFERENCES

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

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

Company/Agency & Contact	Address	Phone/Fax/Email

Offeror: _____
COMPANY NAME

END OF SECTION THREE

**WAGE CERTIFICATE
FOR SERVICE
CONTRACTS**

Subject: PROPOSAL NO. J23156

Description of Project: TO PROVIDE MAINTENANCE OF SECURITY AND ACCESS CONTROL SYSTEM AT THIRD JUDICIAL CIRCUIT, THE KEAHUOLŪ COURTHOUSE, THE JUDICIARY, STATE OF HAWAII

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 _____

Name _____

Title _____

Date _____

ATTACHMENTS

GENERAL CONDITIONS

SPECIAL CONDITIONS

STANDARDS OF CONDUCT DECLARATION

HAWAII JUDICIARY POLICY DISCRIMINATION/HARASSMENT-FREE WORKPLACE

PROCEDURAL REQUIREMENTS