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SECTION ONE - SPECIFICATIONS

1.1 SCOPE

The contractor shall furnish, deliver and install NEW Check Point X-Ray Security Equipment as required by The Judiciary, State of Hawaii within one hundred eighty (180) calendar days from the date specified in the notice to proceed. **Contract must also provide local maintenance of the new equipment and disposal cost of existing equipment being replaced.**

1.2 BASIC REQUIREMENTS

It is the intent of The Judiciary, State of Hawaii to purchase conveyORIZED, digital TV X-ray Security Screening Machines for Second Circuit, 2145 Main Street, Wailuku, Maui, HI 96793, for scanning briefcases, purses, and other parcels to detect weapons and dangerous instruments and to help prevent persons from bringing these objects into the court building or courtroom.

Local service and maintenance must be provided to minimize the downtime of the equipment and ensure the court security operation and its equipment function smoothly at all times.

This specification is intended to describe the type, size, and quality of the equipment which will best meet the demands of the using court. It is not intended to favor any one brand or make.

The unit shall be manufacturer's standard production and shall be delivered completely assembled, serviced and tested, ready to operate. **Local parts and service must be available.**

The electronic circuitry of the equipment shall be of current solid state design. **In addition, the X-ray unit, image processing shall be via Intel Core i7 or approved equivalent.** All power supplies shall be CE listed and all unit designed to run using standard 110 volt electric lines.

All equipment and supplies furnished shall be accompanied by an operating manual(s) and conform to the following specifications. Vendor shall list the make and model of equipment being proposed for this bid.

Disposal of existing equipment shall be performed in accordance with the Hawaii Administrative Rules, Title 11, Chapter 45 ([Ch45.PDF \(hawaii.gov\)](#)) Disposal questions may be directed to the Indoor and Radiological Health Branch of the Department of Health, State of Hawaii, at 808-586-4700.

1.3 LIST OF SECURITY EQUIPMENT

Item No.	Description	Destination	Est. Qty
1a.	X-ray Security Screening Unit with two 19-inch color monitors	Second Circuit 2145 Main Street Wailuku, HI 96793	1
1b.	Disposal of Existing X-ray Security Screening Unit PX6.4 SN: PX641397	Second Circuit 2145 Main Street Wailuku, HI 96793	1
1c.	Roller Tables, attachable at entry and at exit	Second Circuit 2145 Main Street Wailuku, HI 96793	2

EXTENDED WARRANTY

XRAY UNIT - 2 year warranty on new X-ray unit, two roller tables, and any other accessories to include parts, labor, and transportation.

1.4 SPECIFICATION DETAILS

1.4.1 X-ray Security Screening Machine

1. Unit must be new and comply with FDA Standard 21 CFR1020.40.
2. Unit must be TSA qualified.
3. Unit must have three color imaging and discriminate organic, low and high inorganic, as well as light, heavy and dense metals to better identify possible threats.
4. The end to end length of the machine, excluding entry and exit roller tables, must not exceed 60".
5. The tunnel size must be a minimum of 23" x 15". Items passed through the tunnel opening shall be scanned and imaged regardless of orientation and without corner cut off.
6. All power supplies shall be CE listed and designed to run using standard 110 volt electric lines.
7. Since electrical "brown-outs" may occur, an appropriately sized internal or external surge protector (or similar protection system or uninterruptible

power supply with a minimum of 20 minutes) shall be included.

8. Conveyor speed must be in the range of 45 feet per minute. The conveyor shall be bi-direction and image shall “scroll” onto the monitors in the conveyor operating direction. Conveyor height shall be a minimum 24 inches from the floor.
9. Unit must be able to accommodate rolling tables on both entrance and discharge ends, which may be attached or detached at operator's option.
10. Unit must be a floor model.
11. Unit must have two 19-inch color monitors with high resolution, low radiation, ergonomic design, and flicker free display.
12. Unit must have continuous zoom in on images, up to 64x.
13. Image processor sensor type must be a folded array (L-shaped) with a minimum of 1152 channels and a minimum voltage of 160 KV X-Ray operating at 150 KV.
14. Image processing must be through an Intel Corei7 or approved equivalent.
15. The unit shall be capable of enhancing the image in both light and dark areas continuously to provide operator with a clearer image of the entire contents.
16. Unit must have a sensitivity of 40 AWG Typical, 38 AWG Standard.
17. Unit must have a minimum of 500 GB HDD and 120 GB SSD.
18. Unit must have steel penetration of 39mm typical and 37mm standard.
19. Unit must have parts designed to work in humid tropical climates including but not limited to additional temperature controlled fans, humidity control devices and internal protective coating on circuitry.
20. Unit must come with a minimum two (2) year warranty including parts, labor, service, transportation, and expenses.
21. Two (2) attachable Roller Tables (at entry and at exit), minimum three (3) feet in length.
22. Include a complete description with name, make, and model number of the machine, and other descriptive literature.
23. The unit should be supplied with an adequate test object. This test object must meet the standards of the ASTM-F792-88 Stepped Wedge used to meet the needs for testing of sophisticated X-Ray systems which is compliant with FAA and TSA requirements.

24. List other optional equipment (e.g. slides, tables, extensions).

1.5 DELIVERY ADDRESS

Offers shall be submitted on the basis of F.O.B. destination.

1.6 EQUIPMENT AND WARRANTY/MAINTENANCE

Quality of Product. Equipment offered for purchase shall be new, in normal working condition and in accordance with the manufacturer's specifications. Offer price shall include any necessary maintenance during the warranty period; maintenance thereafter will be at the option and at the expense of The Judiciary.

Warranty. The Contractor shall warrant against defects in material and workmanship to include all parts, labor, and transportation for the X-ray unit, two roller tables and any other accessories, for a minimum period of two (2) years from the date of acceptance by the Judiciary. It shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

The warranty service shall be provided on an on-call basis between the hours of 7:45 a.m. to 4:30 p.m. HST, Monday through Friday, excluding State holidays, and for repair or replacement of any damaged, defective or faulty parts, at no additional charge to the Judiciary. In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the goods or services is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract.

Maintenance. The cost for a **Full-Service Maintenance Agreement shall be included in the Offer Form, for a one-year period to begin after the warranty period expires.** This Agreement will be **at the option and at the expense of The Judiciary.** Any **annual maintenance charge increases thereafter are negotiable and are only applicable after the initial one-year quoted maintenance period.**

Full Service Maintenance **shall include but not be limited to lubrication and cleaning as necessary, and parts to keep the equipment and accessories in good operating condition.** It shall be the responsibility of the Contractor to provide preventive maintenance inspections in order to preempt downtime. The Contractor shall make all necessary repairs and adjustments to the equipment, including the replacement of all parts without additional charge to keep the equipment in good working condition in accordance to the manufacturer's standards and specifications. If damaged or worn, the parts will be replaced. There will be no additional labor charges. Contractor shall provide a 24/7 technical support hotline and Contractor must contact client within 2 hours of receipt of service claim. Contractor representative must be onsite within 24 hours if service claim cannot be resolved through the hotline. Contractor is expected to maintain an accessible supply of replacement parts to address most repairs attributable to normal wear and tear. The Contractor shall notify the Judiciary when parts are not readily available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the

expense of the Judiciary.

Services not included in the Full Service Maintenance are repairs resulting from the deliberate misuse or abuse by Judiciary Personnel.

END OF SECTION ONE

SECTION TWO - SPECIAL PROVISIONS

2.1 SCOPE

Work included in this contract shall consist of Furnishing, Delivering, and Installing Check Point X-ray Equipment for the Judiciary. All work shall be performed in accordance with these Special Provisions, the Specifications, and General Conditions.

2.2 DELIVERY

The Contractor shall deliver the specified equipment to the delivery address indicated on the purchase order issued, within one hundred eighty (180) days after receipt of purchase order. Failure to meet the delivery date, will be subject to Liquidated Damages as stated in the Special Provisions.

Offers shall be submitted on the basis of F.O.B. destination

2.3 OFFEROR QUALIFICATION

- a. Experience: At the time of bidding, Offeror shall be a manufacturer or manufacturer's representative, shall have available, both factory-trained technicians and an adequate supply of parts for the repair and maintenance of the equipment.
- b. References. Offeror shall list two (2) governmental agencies and/or business firms in the State of Hawaii to whom bidder has sold, rented and/or serviced, on a continual basis, the manufacturer's security equipment. The Judiciary reserves the right to contact any of the referenced agencies and/or firms to inquire about the quality and reliability of the equipment and service being provided by the Offeror. The Judiciary reserves the right to reject the bid submitted by any Offeror who has not provided equipment and performed services that is similar in nature to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)
- c. Local Service Representative. Offeror shall have on staff or arrange for factory-certified technicians who shall serve as the Local Service Representative and shall have a minimum of one (1) year experience with maintaining and installing security equipment similar in nature to equipment identified in the Specifications. The Local Service Representative must be located within the State of Hawaii, from where the Service Representative will be available to perform maintenance services during Judiciary's normal business hours, from 7:45a.m. to 4:30 p.m., HST, Monday to Friday, excluding holidays. At least one Local Service Representative shall be available to perform the services for the duration of the contract period. **Failure on the part of the Offeror to meet this requirement shall result**

in rejection of the related Offer.

2.4 OFFER PREPARATION

2.4.1 Offer Quotation

Offer price shall include all costs required to furnish, deliver, and install the equipment, including all shipping & handling costs, HAWAII GENERAL EXCISE TAX, and any and all other costs to provide the equipment. Offer price shall include any necessary maintenance during the warranty period; maintenance thereafter will be at the option and at the expense of The Judiciary. The Unit Price for new equipment, unit price for **appropriate disposal of existing equipment**, and Grand Total shall include all shipping & handling costs, Hawaii General Excise Tax, and any and all other costs to provide the equipment/services per the specifications. Offers shall be rejected as non-responsive when submitted on a basis other than F.O.B. destination.

Disposal of existing equipment shall be performed in accordance with the Hawaii Administrative Rules, Title 11, Chapter 45 ([Ch45.PDF \(hawaii.gov\)](#)). Disposal questions may be directed to the Indoor and Radiological Health Branch of the Department of Health, State of Hawaii, at 808-586-4700.

2.4.2 Final Payment Requirement

Final payment under this Agreement shall be made pursuant to Hawaii Revised Statutes, Section 103-53 upon CONTRACTOR'S compliance through Hawaii Compliance Express, or submittal of tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

2.5 OFFER QUOTATION

All offers shall be submitted on the Offer Form provided and shall be in accordance with the terms and conditions stated herein.

Offer price(s) quoted shall be based on delivery to destination and shall include all other costs and applicable taxes. Offers subject to any price increase other than as provided by these special provisions shall not be considered. Offeror's failure to meet this requirement shall result in the rejection of the bid.

If any of the requested information is not furnished in the blank spaces provided on the Offer Form, the State will not be able to evaluate the bid item(s). Accordingly, the bid item(s) shall be non-responsive and shall not be considered for award as no bidder will be allowed to furnish missing information after bid closing.

The Bidder must bid on all items to qualify for award. **Offer price shall include a two-year extended warranty and a one-year Full Service Maintenance Agreement, to be effective at the expiration of the warranty period, at the option of The Judiciary.** No

bidder will be allowed to clarify product identification after bid closing. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brochures and/or Specifications Literature. Offeror shall submit with the bid current brochures and/or specifications literature verifying that the equipment offered conforms to the specifications required. Upon request, bidder shall furnish at his own expense, within five (5) working days from date of The Judiciary's request, any further information required to determine acceptability of equipment offered. Offeror shall include operating, instructions, and technical manuals for the equipment ordered.

2.6 CONTRACT AWARD

Award, if any, shall be made to the responsible Offeror submitting the lowest Total Bid price to furnish, deliver, and install the specified equipment.

2.7 SUBSTITUTION REQUESTS

Bidders may submit a request for substitution via email to the Officer-in-Charge no later than April 14, 2023. Bidders shall identify all deviations or variances of the proposed substituted product from the specified requirements of the bidding documents. Variances shall be clearly shown on technical information, descriptive sheets, and other similar evidentiary item so that the Department may evaluate each variant feature listed.

2.8 DELIVERY EXTENSION

If Contractor fails to deliver within the time allowed, liquidated damages as specified above shall apply. However, Contractor shall not be held responsible for delay due to reasons beyond its control, provided he notifies the Second Circuit of such delay and the reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions shall not be considered without documentation substantiating that the causes for delay were, in fact, beyond the control of the Contractor. The Judiciary shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

2.9 DELIVERY AND SITE PREPARATION Delivery of equipment will be completed within one hundred eighty (180) calendar days to the appropriate delivery site after receipt of purchase order.

Contractor shall provide Judiciary with any special requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. Site preparation shall be at Judiciary's expense. Upon delivery of equipment, the Contractor shall at its own expense be responsible for installation of the equipment.

2.10 TRAINING OF PERSONNEL

Contractor shall provide trained personnel qualified to give instructional help in the

proper operation of the equipment. This service shall be made available within twenty-four (24) hours after installation and at no additional cost to the Judiciary. Instruction and operation manual(s) for the equipment shall be provided by the Contractor.

2.11 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of TEN DOLLARS (\$10.00) for each and every calendar day the Contractor delays in completing 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.

2.12 INTERPRETATION OF PROVISIONS

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 Director, or the interpretation made by the Financial Services Director, shall govern and control. In addition, the parties hereto agree that said Financial Services Director, 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.

2.13 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 TWO

SECTION THREE – OFFER FORM

List of Security Equipment and Accessories Available. Purchase may be made in any combination of the items above, at the proposed bid price/unit rates, to meet the needs of the Judiciary.

Item	Size	Quantity	Bid Price/Unit
X-ray Security Screening Unit with two 19-inch color monitors, including installation and training	Length of the machine, excluding rolling tables, must not exceed 60”.	1	
Disposal of Existing X-ray Security Screening Unit PX6.4 SN: PX641397		1	
Roller Tables, attachable at entry and at exit	Length of each table must not exceed 36” (entry and exit ends)	2	
Extended Two-Year Warranty *			
One Year Full Service Maintenance (after the expiration of the Extended Warranty)			
Test Object (refer to Section 1.4, No. 23)		1	
	GRAND TOTAL		

Unit Price and Grand Total shall include all shipping & handling costs, Hawaii General Excise Tax, and any and all other costs to provide the equipment per the specifications. Total amount shall be the amount entered into HIePRO as the total bid amount.

*** EXTENDED WARRANTY**

X-ray unit - 2 year warranty on X-ray Security Screening unit, two Roller Tables and any other accessories to include parts, labor, and transportation.

I. ADDITIONAL INFORMATION

A. Authorized Local Service Representative

Company Name	Address	Phone/Fax/email

B. Joint Contractors/Subcontractors

The Offeror certifies that the following is a complete list of all contractors and

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 those joint contractors and 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 own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees. Provide the complete firm name, address and phone number of the joint contractor or subcontractor.

Subcontractor Name	Address	Phone/Fax/Email

II. REFERENCES

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

Names and addresses of companies, other than the Judiciary, for which the undersigned (or its Local Representative, Joint Contractor, or Subcontractor) has furnished the specified equipment and performed or is currently performing maintenance services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Invitation for Bids.

Company/Agency Name & Contact	Address	Phone/Fax/email

END OF SECTION THREE