

The Judiciary State of Hawaii

Request for Proposals RFP J27084

TO PROVIDE STATEWIDE SECURITY SERVICES FOR THE JUDICIARY, STATE OF HAWAII

DIRECT QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP TO:

**MR. TIMOTHY KOZAK
TELEPHONE: (808) 539-4970 OR EMAIL: Timothy.A.Kozak@courts.hawaii.gov**

June 2026

Table of Contents

RFP Administrative Information

Section 1 General Information

- 1.1 Introduction
- 1.2 Schedule and Significant Dates
- 1.3 Period of Performance
- 1.4 Point of Contact

Section 2 Overview and Minimum Qualification

- 2.1 Overview
- 2.2 Minimum Qualifications

Section 3 Scope of Work and Requirements

- 3.1 Scope of Work - General
- 3.2 Primary Services To Be Furnished
- 3.3 Personnel Qualifications Requirements
- 3.4 Medical, Physical, and Educational Requirements
- 3.5 Entry On Duty (EOD) Decisions
- 3.6 Management
- 3.7 Site-Specific Requirements
- 3.8 Training
- 3.9 Training Schedule
- 3.10 Training Certifications
- 3.11 Training Requirements by Position
- 3.12 Judiciary-Provided and Other Special Training
- 3.13 Personnel Files
- 3.14 Audit of Personnel Files
- 3.15 Waivers and Deferments
- 3.16 Required Services – Order of Precedence
- 3.17 Post Types
- 3.18 ASG and ASG-S Jurisdictional Boundaries
- 3.19 Weapons
- 3.20 Uniforms
- 3.21 Ballistic Vest
- 3.22 Handcuffs
- 3.23 Communications and Radio Equipment
- 3.24 Additional Requirements
- 3.25 Optional Additive Scope of Work

Section 4 Evaluation of Proposals

- 4.1 Proposal Structure and Labeling

- 4.2 Electronic Submission of Proposals
- 4.3 Required Format and Content
- 4.4 Proposal Evaluation
- 4.5 Evaluation Criteria
- 4.6 Subcontractors
- 4.7 Cost Proposal
- 4.8 Confidential, Protected, or Proprietary Information
- 4.9 Offeror to Bear Its Own Cost

Section 5 Evaluation Criteria and Contractor Selection

- 5.1 Evaluation of Proposals
- 5.2 Right to Waive Minor Irregularities
- 5.3 Initial Review and Award without Discussions
- 5.4 Discussion with Priority Listed Offerors
- 5.5 Best and Final Offers
- 5.6 Award of Contract
- 5.7 Responsibility of Offeror
- 5.8 Evaluation Criteria
- 5.9 Scoring Process
- 5.10 Notice of Award
- 5.11 Debriefing

Section 6 – Special Provisions

- 6.1 Scope
- 6.2 Term of Contract and Extension
- 6.3 Pre-Proposal Conference
- 6.4 Offerors Qualifications
- 6.5 Responsibility of Offerors
- 6.6 Vendor Compliance – Hawaii Compliance Express (HCE)
- 6.7 Proposal Opening
- 6.8 Method of Award
- 6.9 Performance Bond
- 6.10 Hawaii General Excise Tax License
- 6.11 Proposal Guaranty
- 6.12 Tax Liability
- 6.13 Confidentiality
- 6.14 Redaction by the Judiciary
- 6.15 Protest Procedures
- 6.16 Notice to Proceed
- 6.17 Insurance Requirements
- 6.18 Subcontractors
- 6.19 Contract Execution and Extension
- 6.20 Pricing Information and Adjustments
- 6.21 Permits, Certificates, and Licenses
- 6.22 Removal of Contractor’s Employees

- 6.23 Amendment
- 6.24 Mistakes in Proposals
- 6.25 Modification Prior to Submittal Deadline or Withdrawal of Offers
- 6.26 Termination for Cause
- 6.27 Cancellation of Solicitation and Rejection of Offers
- 6.28 Conflicts and Variations

Section 7 – Contract Management

- 7.1 Contract Management
- 7.2 Post-Award Communications: Contract Administrator

Section 8 Solicitation Information

- 8.1 Governing Laws and Regulations
- 8.2 Electronic Procurement
- 8.3 RFP Addenda
- 8.4 Questions Regarding RFP Contents
- 8.5 Electronic Submission of Questions
- 8.6 Cancellation of Procurement and Proposal Rejection
- 8.7 Firm Offers
- 8.8 Right to Accept All or Portion of Proposal
- 8.9 Ownership of Disposition of Proposals and other Materials Submitted
- 8.10 Additional Information
- 8.11 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii

Section 9 – Offer Form

- 8.1 Offer Form, Wage Certificate
- 8.2 Description of Company
- 8.3 Project Personnel
- 8.4 Offeror’s Subcontractor Information
- 8.5 Client References
- 8.6 Pricing
- 8.7 Insurance
- 8.8 License

Section 9 Solicitation Information

- 9.1 Governing Laws and Regulations
- 9.2 Electronic Procurement
- 9.3 RFP Addenda
- 9.4 Questions Regarding RFP Contents
- 9.5 Electronic Submission of Questions
- 9.6 Cancellation of Procurement and Proposal Rejection
- 9.7 Firm Offers
- 9.8 Right to Accept All or Portion of Proposal

- 9.9 Ownership of Disposition of Proposals and other Materials Submitted
- 9.10 Additional Information
- 9.11 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii

Attachments:

- Exhibit A – State of Hawai‘i Standard Qualification Questionnaire
- Exhibit B – List of Required Training and Certifications
- Exhibit C – Lautenberg Amendment Certification Fact Sheet
- Exhibit D – Lautenberg Amendment Certification
- Exhibit E – Annual Active Threat Awareness Certification
- Exhibit F – Security Contractor Uniform and Equipment Approval Form
- Exhibit G – Pricing Sheet
- Exhibit H - General Conditions dated October 2023
- Exhibit I - Procedural Requirements dated May 2003
- Exhibit J - Hawaii Judiciary Policy Discrimination/Harassment-Free Workplace

THE JUDICIARY, STATE OF
HAWAII HONOLULU, HAWAII

REQUEST FOR PROPOSAL NO. J27084

RFP ADMINISTRATIVE INFORMATION

RFP Title	TO PROVIDE FOR STATEWIDE SECURITY SERVICES FOR THE JUDICIARY, STATE OF HAWAII
RFP Project Description (See Purpose)	
RFP Point of Contact: (See Contract Administrator)	Buyer Name – Timothy Kozak Agency Name - Judiciary Buyer email – Timothy.A.Kozak@courts.hawaii.gov
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Deadline to Receive Questions: (See Schedule and Significant Dates and Electronic Submission of Questions)	June 12, 2026; 12:00 P.M. Hawaii Standard Time (HST)
Question & Answers: (Sections Schedule and Significant Dates and Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through HiePRO. Questions must be submitted by the question deadline date.
RFP Closing Date: (See Schedule and Significant Dates)	July 8, 2026
RFP Closing Time: (See Schedule and Significant Dates)	12:00 P.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Period of Performance)	Initial contract term shall commence on or about October 1, 2026 – June 30, 2029. Armed guard services shall begin on the date specified on the Notice to Proceed. Contract may be extended for three (3) additional 12- month renewal periods, or parts thereof. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 2.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII.)	

**REQUEST FOR PROPOSAL
NO. J27084**

**REQUEST FOR PROPOSALS
TO PROVIDE FOR STATEWIDE SECURITY SERVICES FOR THE JUDICIARY, STATE OF
HAWAII**

SECTION ONE – GENERAL INFORMATION

1.1 INTRODUCTION

The Offeror shall furnish the necessary security personnel, management, uniforms, and equipment to establish and provide security services for the State of Hawaii Judiciary. These security services shall be provided for the Judiciary at Judiciary facilities, offices and various Judiciary courthouses throughout the State.

1.2 SCHEDULE AND SIGNIFICANT DATES

The table below contains the Judiciary's current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

Event	Date
Solicitation Release:	June 5, 2026
Question Submittal Deadline:	June 12, 2026; 12:00 P.M. Hawaii
Standard Qualification Questionnaire for Offerors Due Date and Time: Email Qualification Questionnaire to: Tritia.L.Cruz@courts.hawaii.gov	June 19, 2026; 12:00 P.M. Hawaii Standard Time (HST)
Answers to Questions:	June 23, 2026; 4:30 P.M. Hawaii Standard Time (HST)
Proposal Due Date and Time:	July 8, 2026, 12:00 P.M. Hawaii Standard Time (HST)
Evaluations	July 2026
Estimated Date for Discussions, if necessary	July 2026
Estimated Due Date for BAFO, if necessary	August 2026
Anticipated Award Date:	September 2026

1.3 PERIOD OF PERFORMANCE

The contract shall commence on or about October 1, 2026 – June 30, 2029. Armed guard services shall begin on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended, without re-soliciting, for not more than three (3) additional twelve-month periods or any part thereof if mutually agreed upon in writing at least thirty (30) days prior to contract expiration. The Judiciary may terminate the contract at any time upon 30 calendar days' prior written notice.

1.4 POINT OF CONTACT

The person identified below is the single point of contact (POC) during this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The POC designated by the State of Hawaii, Judiciary is:

Mr. Timothy Kozak
Special Assistant for Judiciary Security
Email: Timothy.A.Kozak@courts.hawaii.gov
Phone: (808) 539-4970

END OF SECTION

SECTION TWO
OVERVIEW AND MINIMUM QUALIFICATION

2.1 OVERVIEW

This document is intended to serve as the basis for solicitation of Proposals from qualified firms to assist the Judiciary in its efforts to obtain the best qualified security firm to assist the State of Hawai‘i Judiciary in meeting the security needs of the Judiciary.

The Judiciary is soliciting Proposals from qualified firms to furnish positions of Court Security Attendant II (CSA-II), Court Security Attendant I (CSA-I), Armed Security Guards (ASG), Armed Security Guard Supervisors (ASG-S), Circuit Security Supervisors (CSS), Contract Projects Managers (CPM) and/or a Contract Security Manager (CSM) for the following State of Hawai‘i Judiciary locations:

2.1.1 Current Staffing Requirements – Court Locations

Appellate Courts

Supreme Court - Ali‘iōlani Hale

Intermediate Court of Appeals - Kapuāiwa Building

O‘ahu

Supreme Court - Ali‘iōlani Hale

Intermediate Court of Appeals - Kapuāiwa Building

First Circuit Courthouse - Ka‘ahumanu Hale

First Circuit District Courthouse - Kauikeaouli Hale

Kapolei Courthouse - Ronald T.Y. Moon Judiciary Complex

Youth Home – Hale Hilina‘i

‘Ewa Courthouse

Kāne‘ohe Courthouse

Wahiawa Courthouse

Maui

Second Circuit Courthouse, Hoapili Hale

Second Circuit Adult Client Services Branch

Lahaina Courthouse

Hawai'i

Third Circuit Courthouse Hilo, Hale Kaulike

Third Circuit Courthouse Kōna, Keahuolū

Third Circuit Adult Client Services Branch Kamuela

South Kohala Courthouse Waimea

Kaua'i

Fifth Circuit Courthouse, Pu'uhonua Kaulike Building

Security personnel (CSA-II, CSA-I, ASG, ASG-S, CSS, CPM and CSM) are required to comply with all applicable federal, state and local laws and regulations. Furnishing Offeror will need to attest to training and certifications consistent with legal requirements. Specific duties and Standard Operating Guidelines (SOG) will vary based on the unique needs of the assignment, Court and location. It is the State of Hawai'i Judiciary's expectation that the Offeror will consult and work with the Contract Administrator in order for the Offeror to formulate optimal Standard Operating Guidelines (SOG); however, for some locations, specific direction will be provided to the Offeror by the Contract Administrator. In all cases, the Contract Administrator will have final approval over all Standard Operating Guidelines (SOG) prior to implementation.

USE OF FORCE SOG

It is the intent of the Judiciary that deadly force will be used by an ASG as a matter of last resort and only where reasonable and necessary. Deadly force is prohibited where a subject is only a danger to themselves or when responding to issues of property damage or disorder.

Offeror must submit its use of force policy that the ASG will follow as part of the application. At a minimum, the policy must address how and when force is to be used and the reporting and documentation standards. The policy should identify that force, particularly deadly force, is to be used a last resort in response to imminent danger of death or serious injury. The offeror should identify the guidance for the escalation in the use of force and deadly force will be used only after warnings are provided, if reasonable. Offeror's ASGs must follow a "use of force continuum" based on reasonable necessity and favoring de-escalation over physical intervention. The policy must strictly define when weapons, including firearms, can be used and require immediate reporting, including to the Contract Administrator. and documentation.

Offeror must identify its proposed use of force training and provide refresher training annually. Offeror shall certify, before any ASG or ASG-S stands post, that each ASG has completed all use-of-force, firearms, intermediate-weapon, deescalation, reporting, documentation, and related training and certification required by applicable federal, state, and local law, this RFP, and the Judiciary-approved SOG.

2.2. MINIMUM QUALIFICATIONS

2.2.1. MINIMUM COMPANY QUALIFICATIONS

In order to be considered to provide security services at Judiciary facilities, Offerors must meet the following listed minimum company qualifications. The Proposal Evaluation Committee (PEC), at its sole discretion, will initially review each submitted Proposal to ensure the Offeror has met all the minimum qualifications.

2.2.2. MINIMUM COMPANY SCREENING AND ARMED SECURITY EXPERIENCE

1. The Offeror shall demonstrate current or previous security screening services and armed security guard contract experience across all islands of the State of Hawai'i where a staff of 100+screeners and guards was maintained or commensurate experience to be evaluated by PEC. This requirement must be confirmed and acknowledged in Offeror's submittal.
2. The Offeror shall have had at least five (5) years of continuous experience immediately prior to the date of the submission in the management and operation of an armed security guard service actually engaged in providing these services to accounts under contract.
3. The Offeror must obtain required licenses and permits for company and/or contract employees prior to any security personnel standing post; not completing these actions could result in adverse actions, to include Termination for Default or Cause, as applicable.
4. The Offeror shall maintain all required licenses, permits, certifications, and credentials throughout the contract term and shall make supporting documentation available for inspection by the Contract Administrator or designee upon request. Offeror shall notify the Contract Administrator in writing within five (5) business days of any change, lapse, suspension, revocation, expiration, renewal, limitation, or other material development affecting any required license, permit, certification, or credential of Offeror or any personnel assigned to this contract. Failure to comply with this provision could result in adverse actions, including but not limited to, Termination for Default or Cause, as applicable. The Judiciary reserves the right of inspection at any time and requires the Offeror to provide notice of any change in licensure, permits or certification occurs.

2.2.3. LICENSE

The Offeror must be licensed in accordance with Chapter 463, HRS prior to the submission of the Proposal.

2.2.4. CARRIAGE OF LICENSES AND PERMITS – ASG AND ASG-S

2.2.4.1 ASG and ASG-S shall carry original government and/or offeror issued firearms license/permits in their possession at all times, unless they have applied for a new license/permit. The firearm license/permit shall be in their possession when traveling with a firearm to/from their post and while they are physically working on post.

2.2.4.2 ASG and ASG-S who do not have a valid firearm license/permit in their possession or cannot produce one, when requested, shall be removed from post immediately. Offeror will be notified immediately and a request for a remedy will be initiated. ASG and ASG-S may return to

post once a valid firearm/permit is produced. Post will be considered “open” during the period of non-compliance.

2.2.5 LICENSES FEES

2.2.5.1 Offeror must pay all costs and fees associated with applying for, receiving, and maintaining permits and licenses throughout the contract, including paying all costs and fees for Offeror employees who are required by federal, state, or local regulating agencies to individually apply for licenses/permits.

2.2.5.2 Where federal, state, or local regulating agencies require contract employees to individually apply and pay for licenses/permits, Offeror shall reimburse employees for all costs and fees associated with obtaining required licenses/permits.

2.2.6 QUESTIONNAIRE

This requirement is to determine the financial capability of the Offeror to meet the magnitude of the Contract. In accordance with Section 1030-310, HRS, the Judiciary requires any prospective Offeror to submit answers to questions contained in the "Standard Qualification Questionnaire for Offerors" (Exhibit A) on the form furnished by the Judiciary, properly executed and notarized, setting forth a complete Statement of the experience of such prospective Offeror and its organization in performing similar work and a Statement of the equipment proposed to be used (if applicable). All information contained in the answers to the questionnaire shall be kept confidential. Please adapt and respond to all the questions as it best applies to providing security services.

2.2.7. COMPLETE PROPOSAL PACKAGE

The Offeror shall submit a complete package that includes all required documentation as detailed in this RFP.

END OF SECTION

SECTION THREE
SCOPE OF WORK AND REQUIREMENTS

3.1. SCOPE OF WORK - GENERAL

- A. The Offeror shall furnish the necessary management including clerical/office, labor, supervision (CSS, CPM and CSM), unarmed security attendants (CSA-II and CSA-I), armed security guards (ASG and ASG-S), Judiciary-approved uniforms, arms/weapons, communication equipment/relays, supplies, materials, incidentals, and any other equipment necessary to provide security and safety services for the State of Hawai'i Judiciary. All security and safety services will be confined to and performed at facilities within the Judiciary unless otherwise stated in this contract. These security and safety services shall be provided for the Judiciary at the following courthouses and facilities throughout the State as deemed appropriate by the Contract Administrator:

Appellate Courts

Supreme Court - Ali'iōlani Hale

Intermediate Court of Appeals - Kapuāiwa Building

O'ahu

First Circuit Courthouse - Ka'ahumanu Hale

First Circuit District Courthouse - Kauikeaouli Hale

Kapolei Courthouse - Ronald T.Y. Moon Judiciary Complex

Youth Home – Hale Hilina'i

'Ewa Courthouse

Kāne'ōhe Courthouse

Wahiawa Courthouse

Maui

Second Circuit Courthouse, Hoapili Hale

Second Circuit Adult Client Services Branch

Lahaina Courthouse

Hawai'i

Third Circuit Courthouse Hilo, Hale Kaulike

Third Circuit Courthouse Kōna, Keahuolū

Third Circuit Adult Client Services Branch Kamuela

South Kohala Courthouse Waimea

Kaua'i

Fifth Circuit Courthouse, Pu'uhonua Kaulike Building

- B. The Offeror shall cooperate and work with all other contractors and government agencies at all times including, but not limited to, any other security service or law enforcement agencies. The Offeror shall at all times employ sufficient personnel to perform the work in the manner and time required under this contract.
- C. The requested service times of this security contract may be adjusted by the Contract Administrator at any site to meet any security and safety requirement changes, seasonal demands, the changing security environment, and budgetary changes. Additional locations and hours may be added throughout the duration of this contract and shall be provided at the inclusive hourly proposed rate. The Offeror should provide a separate inclusive hourly proposed rate covering the unarmed positions and a separate inclusive hourly proposed rate covering the armed positions. The Contract Administrator may increase or decrease the hours of service to be provided at any site by the Offeror at the applicable Proposal rate provided the Offeror is given written notice a minimum of seven (7) calendar days prior to the change. The Offeror may agree to changes with shorter notification. A contract amendment shall be executed to reflect any revisions to the locations and/or hours.
- D. The Offeror must be able to provide security services with adequate staffing during normal business hours, after normal business hours, on weekends, and on holidays which includes but is not limited to a physical presence on site for Judiciary facilities and includes maintaining security of the facility and property. This may be accomplished with fixed posting and/or with a roving patrol on timed intervals. For security services that are provided that include fixed posting and/or a roving patrol, a digital platform must be available that documents and creates reports of any incidents and any conducted patrols in near real time or within twenty-four (24) hours back to the Judiciary. This digital platform must have the ability to download and include photographs, videos, and include detailed written notes. This digital platform must be capable of being used to file reports from a fixed post without necessity to leave the fixed post. These security services shall be provided for the Judiciary at locations to be determined and deemed as appropriate by the Contract Administrator. The type and nature of security services required at each location, including fixed-post coverage, roving patrol, or both, shall be designated by the Contract Administrator through the site-specific requirements, approved SOG, post orders, or other written direction.
- E. The Offeror will institute any changes in assignments subject to the following:
- No additional charges will be assessed to the Judiciary unless additional hours of work shall be required by the change or overtime is required in urgent situations.
- The Offeror will be compensated at the unit proposal price for the category of security personnel for which the change is requested and required. Employee hours have been predicated on current and projected security and safety activities at the various courthouses. Payments shall be made only for actual working hours of security services furnished by the Offeror in accordance with this contract.
- F. The Offeror will be responsible for directing and managing the work of its employees, including implementing disciplinary actions and incentive programs, as necessary. The Offeror must at all

times employ and provide sufficient and qualified personnel and equipment for executing the Contract in the manner and time required by these specifications. The Offeror shall provide its plan for appropriate and effective management and supervision for all its employees and shall be solely responsible for instituting and enforcing disciplinary measures for employees who fail to comply with the Offeror's internal polices and procedures, as well as Judiciary specific rules, regulations and or policies. Offeror's management and supervision plan shall identify the proposed span of control, supervisory reporting structure, duty requirements, escalation protocols, post-coverage responsibilities, and methods for ensuring effective supervision of all personnel assigned to Judiciary facilities.

- G. Any person employed by the Offeror who, in the sole opinion of the Contract Administrator, does not perform work under the Contract in a proper and skillful manner, is under the influence of drugs or alcohol, is disorderly, is abusive, or does not demonstrate tact and diplomacy in dealing with others shall, at the request of the Contract Administrator, be removed immediately by the Offeror and shall not be employed in any portion of this work under this contract.
- H. If the Offeror fails to furnish suitable and sufficient personnel, as determined solely by the Contract Administrator, for the proper performance of the work within five (5) consecutive business days, the Judiciary may, by written notice, suspend the work until suitable and sufficient personnel are furnished. If a person loses or fails to maintain their security license in accordance with HRS 463, that person shall not be employed in any portion of the work under the Contract. The Offeror shall employ such methods and means in carrying out their work so as not to cause any interruption, disturbance, or interference with the employees and/or the public of the Judiciary.
- I. The Contract Administrator or their designee shall have the right to monitor Offeror's work performance at all times and shall be furnished with every reasonable proof, documented or otherwise, for ascertaining that all work is being performed in accordance with the requirements and intentions of the specifications contained in this contract. All work shall be subject to the Contract Administrator's or their designee's inspection and approval.
- J. Except as otherwise provided in Section 3.2(H), Offeror shall correct deficiencies involving unsatisfactory work performance, reporting, conduct, or other correctable operational issues within 24 hours after notice from the Contract Administrator.

3.2. PRIMARY SERVICES TO BE FURNISHED

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

Offeror shall provide Court Security Attendant II (CSA-II) and Court Security Attendant I (CSA-I) positions as described and defined in Section 3.3 under the Personnel Qualification Requirements. These positions will be furnished to the locations identified in Section 3.1(A) Scope of Work.

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

qualified CSA personnel, who meet the unique training specifications in Section 3.4 (A) Training, and who possess current certifications or documented proficiency, as applicable, for all equipment they are required to operate at each assigned location. The Offeror, upon being made aware that a CSA has called in sick or otherwise unable to report to their respective assigned post of duty, shall notify the Judiciary on a timely basis that the process of replacement has begun and provide an estimated time of arrival for a replacement CSA.

The Judiciary may require security services for various locations outside of Judiciary facilities including properties that are rented, leased, and/or otherwise used for official Judiciary business. If required, the security services shall be provided at the Offeror's hourly rate (not an overtime rate) that will be charged for any work that is required for locations other than the designated Judiciary facilities listed in this Scope of Work. The Offeror should provide a separate inclusive hourly proposed rate covering the unarmed positions and a separate inclusive hourly proposed rate covering the armed positions. In these instances, work schedules, meal breaks, and other breaks shall be under the authority of the Contract Administrator. Meal breaks should be taken out of public sight unless otherwise approved by the Contract Administrator.

The Offeror is required to maintain a pool of properly trained and equipment certified personnel available at any time to account for any security personnel shortages due to sick leave, vacations, leave of service, training, or other unforeseeable circumstances. Should any of the CSA fail to report for work at the prescribed times, the Offeror shall assign another CSA with equal or greater level of training or a Supervisor that meets the minimum training requirements noted in this contract to maintain security coverage. The Offeror shall provide a replacement within one (1) hour after being notified of an absence by the Judiciary, or by the on-duty security personnel. The Offeror should also have sufficient recruiting potential and available personnel to increase the number of CSA based upon future Judiciary expansion and increased Judiciary funding.

1. The following primary services will be required of the CSA assigned to the Judiciary:

- a. Maintain laws, rules, and regulations for the protection and security of property and provide a safe environment for court users and staff.
- b. Maintain watch in the assigned locations for disturbances by visitors.
- c. Shall use tact and judgment to prevent or minimize disorder, quell disturbances, and generally maintain law and order.
- d. Be alert and available to assist employees when visitors are reported as being hostile, abusive, or disorderly, or if they appear to be under the influence of drugs, drunk, mentally or emotionally unstable, criminal, and/or armed.
- e. Be alert and respond to disturbances, and determine when law enforcement intervention is necessary. Security personnel shall follow through by summoning law enforcement, cooperating and assisting with law enforcement when necessary, and testifying in court, if necessary.
- f. Prevent the entry of unauthorized person(s) into restricted areas and immediately summon armed security and inform law enforcement if made aware of possible unlawful or hazardous behavior of an individual(s).

g. Follow procedures and guidelines set by the Judiciary in providing visitor passes to individuals doing business with the Judiciary.

h. Be able to detect and recognize dangerous items and objects. Dangerous items are defined as a firearm, weapon, device, instrument, material or substance, whether animate or inanimate, which when it is used or intended to be used is known to be capable of producing bodily injury, death, or destruction of property. All dangerous items and objects shall be confiscated and reported immediately to the Department of Law Enforcement, Sheriff Division under the protocols for each location.

i. Be able to detect and identify illegal contraband. Illegal contraband is defined as any article or item, which a person is prohibited from obtaining or possessing under the Hawai'i Revised Statutes (HRS) or County or City Ordinances. All contraband that is detected shall be immediately reported to the Department of Law Enforcement, Sheriff Division.

j. Maintain a log of prohibited items removed from and subsequently returned to individuals entering and then exiting a Judiciary facility.

k. Report any malfunctions of equipment to the Chief Court Administrator and/or their designee of the respective Judiciary facility. Make situational awareness notification to the Department of Law Enforcement, Sheriff Division.

l. Perform general patrolling within court buildings and grounds (i.e., office lobbies, cashier counters, courtroom entrances, halls or lanais, etc.). Check and secure buildings including restrooms.

m. Prepare activity and incident reports, as required by the contract, and assist in the recording of all incidents requiring ASG, Sheriff and/or Police assistance or intervention.

n. Maintain the confidentiality of all documents or incidents viewed during the performance of their duties. The Offeror and all Offeror personnel assigned to this contract shall maintain the confidentiality of all Judiciary documents, security information, incident information, reports, observations, recordings, and communications obtained, viewed, or generated in connection with contract performance. Offeror and Offeror personnel shall not disclose, post, transmit, publish, or discuss such information on any social media platform, general media platform, or other public forum without prior written authorization from the Contract Administrator.

o. Assist other CSA, ASG, Sheriff Division and the respective Chief Court Administrator and/or their designee in the evacuation of a Judiciary facility as appropriate.

p. Other security duties as assigned by the Contract Administrator and agreed to by the Offeror.

2. The Offeror shall ensure that:

a. All CSA security personnel are in proper uniform.

b. CSA are not armed while on duty, and are properly trained in their assigned positions, including documented training in the use of security equipment provided for security services

at their assigned posts of duty.

c. A dosimeter is provided and assigned to each CSA to monitor the radiation exposure for each CSA arising from the screening work conducted.

d. CSA possess good judgment, even temperament, tact, and ability to communicate and read simple instructions.

e. CSA shall be in good health, and physically able to perform the duties, which include prolonged standing for considerable periods.

f. CSA shall not smoke, vape or chew tobacco while on post or in an area visible to the public while off post.

g. CSA shall not sleep or give the appearance of sleeping on post.

h. CSA shall refrain from having visitors and socializing. Unofficial telephone calls and reading or viewing of personal devices will be limited to emergency situations only.

i. CSA may not discuss their duty assignments and sensitive security information to anyone who does not have an official need to know.

3. The Offeror shall conduct a State and Federal fingerprint-based criminal history record check for any person, including but not limited to, any attendant, guard, employee, volunteer, or subcontractor who provides the services of this contract. In addition, the Offeror will conduct a search of the State and National Sex Offender Registries <http://sexoffenders.ehawaii.gov> (State Sex Offender Registry) and the www.nsopr.gov (National Sex Offender Public Registry). The minimum record checks shall be conducted once every three (3) years for each person, and/ or at the outset of the contract period if such checks have never been conducted. The results of the minimum record checks shall be placed in the officer's/employee's/volunteer's/subcontractor's file and shall be made available for review by the Contract Administrator or designee. These minimum record checks shall also be conducted for any new employee before that employee provides the services required in this contract.

4. The Offeror is responsible for ensuring that any person who provides services under this contract and who has a record of conviction or other record following a minimum record check is qualified to perform the services required under this contract. Subject to applicable law, Offeror shall verify that each person assigned to this contract satisfies all licensing, permit, credentialing, and background-screening requirements applicable to the assigned position. Offeror shall evaluate any criminal-history information through an individualized, job-related assessment consistent with applicable law and shall not assign personnel who fail to meet legally required eligibility standards for the position

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

5. The Chief Court Administrator and/or their designee may request in writing to the Contract Administrator that the Offeror relocate any CSA to another security checkpoint or post within the Judicial Circuit for the purposes of training or special supervision, in order to enhance the overall

effectiveness of the Judiciary security contract specifications.

6. The Chief Court Administrator and/or their designee may request in writing to the Contract Administrator that the Offeror remove and/or replace any CSA who has demonstrated incompetence, carelessness, disorderly conduct, erratic attendance, or who does not perform their duties in a satisfactory manner. Any Offeror's employee so removed shall not be reassigned to any other Judiciary location.

7. All Circuit Security Supervisors shall work in collaboration with their respective Chief Court Administrator and/or designee to resolve any contractual security related issues that may arise. The Contract Administrator will serve as the final arbiter of all security related contract issues.

8. Compliance with Section 463, HRS, specifically as it pertains to guards and guard agencies, must be satisfied.

B. Armed Security Guard at Courthouse Checkpoints by Contract Security Personnel

Offeror shall provide Armed Security Guard (ASG) and Armed Security Guard – Supervisor (ASG-S) positions as described and defined in Section 3.3 (C) under the Personnel Qualification Requirements. These positions will be furnished to the locations identified in Section 3.1(A) Scope of Work and/or as deemed appropriate by the Contract Administrator.

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

The Offeror shall provide qualified ASG personnel, who meet the unique training specifications described and defined in Section 3.4 (B) Training with equipment certifications at each designated location at all times during hours of operation. The Offeror, upon being made aware that an ASG has called in sick or otherwise unable to report to their respective assigned post of duty, shall notify the Judiciary in a timely basis that the process of replacement has begun and provide an estimated time of arrival for a replacement ASG.

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

The Offeror is required to maintain a pool of properly trained, equipped, licensed, armed, and certified ASG and ASG-S personnel available at any time to account for armed security personnel shortages due to sick leave, vacations, leave of service, training, or other unforeseeable circumstances. Should any ASG or ASG-S fail to report for work at the prescribed time, the Offeror shall assign

another ASG or ASG-S with an equal or greater level of training, licensure, certification, and equipment qualification, or a properly qualified armed supervisor approved to temporarily fill the post, to maintain armed security coverage. The Offeror shall provide a replacement within one (1) hour after being notified of an absence by the Judiciary, or by the on-duty security personnel. The Offeror should also have sufficient recruiting potential and available personnel to increase the number of Armed Security Guards based upon future Judiciary expansion and increased Judiciary funding.

1. The following primary services will be required of the ASG assigned to the Judiciary:

- a. Maintain laws, rules, and regulations for the protection and security of property and provide a safe environment for court users and staff.
- b. Maintain watch in the assigned locations for disturbances caused by visitors.
- c. Shall use tact and judgment to prevent or minimize disorder, quell disturbances, and generally maintain law and order.
- d. Be alert and available to assist employees when visitors are reported as being hostile, abusive, or disorderly, or if they appear to be under the influence of drugs, drunk, mentally or emotionally unstable, criminal, and/or armed.
- e. Be alert and respond to disturbances, and determine when law enforcement intervention is necessary. Security personnel shall follow through by summoning law enforcement, cooperating and assisting with law enforcement when necessary, and testifying in court, if necessary.
- f. Prevent the entry of unauthorized person(s) into restricted areas and immediately summon and inform law enforcement if made aware of possible unlawful or hazardous behavior of an individual(s).
- g. Follow procedures and guidelines set by the Judiciary in providing visitor passes to individuals doing business with the Judiciary.
- h. Be able to detect and recognize dangerous items and objects. Dangerous items are defined as a firearm, weapon, device, instrument, material or substance, whether animate or inanimate, which when it is used or intended to be used is known to be capable of producing bodily injury, death, or destruction of property. All dangerous items and objects shall be confiscated and reported immediately to the Department of Law Enforcement, Sheriff Division.
- i. Be able to detect and identify illegal contraband. Illegal contraband is defined as any article or item, which a person is prohibited from obtaining or possessing under the Hawai'i Revised Statutes (HRS) or County Ordinances. All contraband that is detected shall be immediately reported to the Department of Law Enforcement, Sheriff Division.
- j. Maintain a log of prohibited items removed from and subsequently returned to individuals entering and then exiting a Judiciary facility.
- k. Report any malfunctions of equipment to the Department of Law Enforcement, Sheriff Division and to the Chief Court Administrator and/or their designee of the respective

Judiciary facility

l. Perform general patrolling within the rural court buildings and grounds (i.e., office lobbies, cashier counters, courtroom entrances, halls or lanais, etc.). Check and secure buildings including restrooms.

m. Prepare activity and incident reports and assist in the recording of all incidents requiring Sheriff and/or Police assistance or intervention.

n. Maintain the confidentiality of all documents or incidents viewed during the performance of their duties. The Offeror's employees are prohibited from sharing any derogatory, damaging or defamatory incidents that occur on Judiciary property on any social media platforms.

o. Assist other CSA, ASG, Sheriff Division and the respective Chief Court Administrator and/or their designee in the evacuation of a Judiciary facility as appropriate.

p. Other security duties as assigned by the Contract Administrator and agreed to by the Offeror.

2. The Offeror shall ensure that:

a. All ASG personnel are in proper uniform and properly equipped.

b. ASG are only armed while on duty, and are properly trained in their assigned positions, including documented training in the use of weapons and security equipment provided for security services at their assigned posts of duty.

c. A dosimeter is provided and assigned to each ASG to monitor the radiation exposure for each ASG.

d. ASG personnel shall possess good judgment, even temperament, tact, and ability to communicate and read simple instructions.

e. ASG personnel shall be in good health, and physically able to perform the duties which include prolonged standing for considerable periods.

f. ASG personnel shall not smoke, vape or chew tobacco while on post or in an area visible to the public off post.

g. ASG personnel shall not sleep or give the appearance of sleeping on post.

h. ASG personnel shall refrain from having visitors and socializing. Unofficial telephone calls and reading or viewing of personal devices will be limited to emergency situations only.

i. ASG personnel may not discuss their duty assignments and sensitive security information to anyone who does not have an official need to know.

j. The Offeror shall conduct a State and Federal fingerprint-based criminal history record check for any person, including but not limited to, any attendant, guard, employee, volunteer, or subcontractor who provides the services of this contract. In addition, the Offeror will

conduct a search of the State and National Sex Offender Registries <http://sexoffenders.ehawaii.gov> (State Sex Offender Registry) and the www.nsopr.gov (National Sex Offender Public Registry). The minimum record checks shall be conducted once every three (3) years for each person, and/ or at the outset of the contract period if such checks have never been conducted. The results of the minimum record checks shall be placed in the officer's/employee's/volunteer's/subcontractor's file and shall be made available for review by the Contract Administrator or designee. These minimum record checks shall also be conducted for any new employee before that employee provides the services required in this contract.

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

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

k. The Contract Administrator is the only party that can authorize or make changes to the responsibilities, duties, assignments, and/or job description of the ASG. The Contract Administrator will only authorize changes to the responsibilities, duties, assignments, and/or job description of the ASG after consultation and agreement is reached between the Offeror and the Contract Administrator and while preparing to and making changes to the Offeror's approved Standard Operating Guidelines (SOG) and/or site specific instructions for the ASG. The Offeror shall contact the Contract Administrator at the earliest convenience if the Offeror learns that anyone has or is attempting to change the responsibilities, duties, assignments, and/or job description of the ASG from those responsibilities, duties, assignments, and job descriptions that are articulated for the ASG in the Offeror's approved Standard Operating Guidelines and/or site specific instructions for the ASG.

l. The Chief Court Administrator and/or their designee may request in writing to the Contract Administrator that the Offeror relocate any ASG to another security checkpoint or post within the Judicial Circuit for the purposes of training or special supervision, in order to enhance the overall effectiveness of the Judiciary security contract specifications.

m. The Chief Court Administrator and/or their designee may request in writing to the Contract Administrator that the Offeror remove and/or replace any ASG who has demonstrated incompetence, carelessness, disorderly conduct, erratic attendance, or who does not perform their duties in a satisfactory manner. Any Offeror's employee so removed shall not be reassigned to any other Judiciary location.

n. All Circuit Security Supervisors shall work in collaboration with their respective Chief Court Administrator and/or designee to resolve any contractual security related issues that may arise. The Contract Administrator will serve as the final arbiter of all security related

contract issues.

o. The offeror will work with the Contract Administrator, in conjunction with the Department of Law Enforcement, Sheriff Division, to determine ASG positioning and post orders at the locations at which the ASG are deployed.

p. Compliance with Section 463, HRS, specifically as it pertains to guards and guard agencies, must be satisfied.

3.3 PERSONNEL QUALIFICATION REQUIREMENTS

Due to the sensitive nature of the work to be performed herein, the responsibility and authority connected with the individuals to be employed under this contract, and the requirement that security personnel be in constant contact with the public, the Judiciary has established the following minimum qualification requirements for the individuals to be assigned as Court Security Attendants and Armed Security Guards under this contract. Offeror shall ensure the security personnel to be assigned to this contract meet the requirements herein.

Proof of personnel meeting the following requirements for the positions of Court Security Attendant II (CSA-II), Court Security Attendant I (CSA-I), Armed Security Guards (ASG), Armed Security Guard – Supervisor (ASG-S), Circuit Security Supervisors (CSS), Contract Projects Manager (CPM) and/or Contract Security Manager (CSM) shall be submitted prior to employment under this contract.

A. Background Investigation

1. Offeror shall provide a complete background and fingerprint based criminal history check of all security personnel to be assigned to this contract. These background checks shall be at no cost to the Judiciary. Background check documents for each individual shall include:

a) Traffic abstract;

b) Criminal history abstracts for the State of Hawai‘i; and any other state in which the employee has resided for the past seven (7) years; and

c) Arrest record in the State of Hawai‘i and any other state in which the employee has resided for the past seven (7) years.

2. All security personnel assigned to this contract shall satisfy all applicable background-check, licensing, registration, credentialing, and Judiciary access requirements for the position to which they are assigned. For CSA-II, CSA-I, unarmed CSS, and unarmed CSM positions, Offeror shall not assign any individual whose criminal-history information or other background information disqualifies the individual from performing the assigned position under applicable law, HRS Chapter 463, this RFP, or Judiciary access-control requirements.

For ASG, ASG-S, and any armed CSS or armed CSM position, Offeror shall not assign any individual who is prohibited by applicable federal, state, or local law from possessing, carrying, transporting, or handling a firearm or ammunition, or who lacks any required firearm license, permit, written authorization, certification, or qualification required for the armed position.

Only personnel authorized to work on this contract and approved for access by the Judiciary may

obtain or use Judiciary security access passes.

3. Documentation of each individual's background check shall be currently printed out, dated, and maintained by the Offeror and provided upon request to the Contract Administrator. If an individual's background check is questionable, the Judiciary reserves the right to request that further background information be provided.

4. Documentation of the background checks shall be submitted as directed by the Contract Administrator.

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

5. Any person with a history of emotional disorders or felony convictions shall not be assigned to this contract.

B. General Requirements:

1. Security personnel for this contract will be defined as Court Security Attendant II (CSA-II), Court Security Attendant I (CSA-I), Armed Security Guards (ASG), Armed Security Guard – Supervisor (ASG-S), Circuit Security Supervisors (CSS), Contract Projects Manager (CPM) and/or Contract Security Manager (CSM).

2. The Offeror will provide Court Security Attendants and Armed Security Guards with a professional uniform, which is consistent across the entire Judiciary, and replace those uniforms when soiled or damaged in a timely manner as needed to maintain a professional image.

3. The positions outlined in this contract for Court Security Attendant II (CSA-II), Court Security Attendant I (CSA-I) and shall work without a firearm.

4. The positions outlined in this contract for Armed Security Guards (ASG) and Armed Security Guard – Supervisor (ASG-S) are armed positions and shall work with a firearm and intermediate weapon(s).

5. The positions outlined in this contract for Circuit Security Supervisor (CSS), Court Projects Managers (CPM) and the Contract Security Manager (CSM) may work without a firearm or with a firearm and intermediate weapon if certified.

6. All 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.

7. The security personnel will be responsible for the protection of Judiciary property and personal safety of the public and court staff at all times.

8. Workstations, duties, and work schedules are to be designated by the Judiciary staff and handled by the Chief Court Administrator and/or their designee at each location.

9. Meal and break periods for security personnel will be under the sole authority of the Judiciary and handled by the Chief Court Administrator and/or their designee at each location and will not be chargeable to the contract. No meal or break periods for security personnel will be allowed to

compromise the security at each location. Meal breaks should be taken out of public sight unless otherwise approved by the Contract Administrator.

10. Where services require the division of time between multiple buildings, floors, rooms, etc. Security personnel shall be equipped with radios or other such communication device(s) to enable the officer to contact other security officer(s) or personnel immediately in cases when emergency assistance is required.

11. Offeror shall ensure that all equipment used in the performance of services specified under this contract are properly maintained and in good working condition.

C. **ADDITIONAL QUALIFICATION REQUIREMENTS FOR ARMED SECURITY GUARDS, ARMED SECURITY GUARD – SUPERVISORS, AND CERTIFIED ARMED CIRCUIT SECURITY SUPERVISORS AND CERTIFIED ARMED CONTRACT SECURITY MANAGER.**

In addition to the Background Investigation and General Requirements for Court Security Attendant II (CSA-II), Court Security Attendant I (CSA-I), unarmed Circuit Security Supervisor (CSS), and the unarmed Contract Security Manager (CSM), the Judiciary has established the following additional minimum qualification requirements for the individuals to be assigned as an Armed Security Guard (ASG), and Armed Security Guard – Supervisor (ASG-S), as well as any certified armed Circuit Security Supervisor (CSS) and certified armed Contract Security Manager (CSM) under this contract. Offeror shall ensure the security personnel to be assigned to this contract meet the requirements herein. To be eligible to perform duties under this contract, ASG and ASG-S (and applicable CSS and CSM) shall meet the following general qualifications:

- Be a United States citizen; or a
 - Lawful Permanent Resident who is currently a member of, or who possesses a verifiable honorable discharge from, any component of the United States Armed Forces (Army, Air Force, Navy, Marines, Coast Guard)
- Been issued a Social Security Card by the Social Security Administration, which bears the individual's name and Social Security number
- Have verifiable documentation of one experience level listed below:
 - Experience
 - A minimum of two (2) years of security (armed) or one (1) year of law enforcement experience in a full-duty status with a full-service police department in a municipality, state, or federal law enforcement department within the US, and have resigned or retired in good standing; or
 - A minimum of two (2) years of honorable service as a member of any US Armed Forces (Army, Air Force, Navy, Marines, Space

Force, Coast Guard) component.

Proof of personnel meeting these requirements for the positions of Armed Security Guard (and applicable CSS and CSM) shall be submitted prior to employment under this contract.

3.4 MEDICAL, PHYSICAL, AND EDUCATIONAL REQUIREMENTS

A. Court Security Attendant II (CSA-II), Court Security Attendant I (CSA-I), Circuit Security Supervisor (CSS), Contract Projects Manager (CPM) and Contract Security Manager (CSM)

Offeror shall ensure and certify that each individual to be assigned to this contract meets the following minimum requirements and shall provide proof thereof as directed.

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

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

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

A certificate from a licensed physician shall be submitted to the Contract Administrator as directed, attesting that the individual has completed the required physical examination. Results of any drug and/or alcohol testing shall also be submitted to the Contract Administrator as directed, attesting that the individual has completed the required screening test. The Judiciary reserves the right to randomly

select up to six (6) security attendants to participate in a drug and/or alcohol screening test and/or physical examination in each year of this contract at the Offeror's expense.

10. Correctable vision to 20/30 each eye.

11. Security personnel must be able to hear at a normal conversational level. A hearing aid may be used to meet this requirement.

12. Security personnel must be physically able to serve a normal shift walking; standing; being posted at security gates and checkpoints; using stairs, escalators, parking ramps; operating motor vehicles or power carts; and directing and managing traffic.

13. Security personnel must be able to withstand the physical demands of responding to emergency situations and exercise physical force, if required, in the execution of their official duties to defend themselves and others.

14. Minimum age of 21 years of age for Court Security Attendants II, Court Security Attendant I, Circuit Security Supervisors, Contract Projects Manager and/or Contract Security Manager.

15. High school graduate or equivalent. Copies of their high school diploma, General Educational Development ("GED") or proof of applicable work experience shall be made available in the Offeror's district offices in Hawai'i for inspection by the Judiciary.

16. Individuals assigned to this contract shall possess and maintain a valid State of Hawai'i driver's license or a valid driver's license recognized in the State of Hawai'i by the start of this contract. Copies of their valid driver's license shall be made available in the Offeror's district offices in Hawai'i for inspection by the Judiciary.

17. Maintain compliance with all requirements for a security guard license in accordance with HRS 463.

18. Individuals assigned to this contract shall have experience and/or training which indicates an ability in clerical work and record keeping activities to include having basic computer skills, operating an access control system, typing and explaining rules, regulations and procedures. Personnel must have excellent communication (oral and written) skills and be very courteous to the public.

19. If security personnel are arrested for any major crime or felony, personnel will be relieved of any security duties pending final resolution of the investigation. The Judiciary has the final authority to allow the individual to perform security duties pending investigation, resolution, or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under this contract.

20. If security personnel are arrested for any major crime or felony, the Offeror must immediately return their access control pass to the Contract Administrator and/or their designee.

21. All Circuit Security Supervisors shall work in collaboration with their respective Chief Court Administrator and/or their designee to resolve any contractual security related issues that may arise. The Contract Administrator will serve as the final arbiter of all contract matters.

B. Armed Security Guards (ASG) and Armed Security Guard- Supervisor (ASG-S)

In addition to the Medical, Physical, and Educational Requirements for Court Security Attendant II (CSA-II), Court Security Attendant I (CSA-I), Circuit Security Supervisor (CSS), Contract Projects Manager(CPM) and the Contract Security Manager (CSM) , the Judiciary has established the following additional requirements for individuals to be assigned as an Armed Security Guard (ASG) or Armed Security Guard – Supervisor (ASG-S) (and applicable armed CSS, CPM and CSM) under this contract.

1. The Offeror is solely responsible for ensuring ASG are able to meet the medical and physical standards prescribed in this contract. In the event the Offeror determines that an ASG cannot meet one or more of the medical or physical standards, the Offeror shall engage the ASG in the interactive process to determine (1) if the ASG poses a “direct threat” (as defined in HAR 9 § 12-46-182 and any successor regulatory provision), such that the ASG is not qualified for the position; and (2) whether the ASG can perform the essential functions of the position with or without a reasonable accommodation. The Offeror will then make the final determination whether the ASG poses a direct threat and/or whether to grant or deny reasonable accommodation.

2. The Offeror shall be solely responsible for ensuring ASG are able to perform the essential functions described within this SOW, with reasonable accommodation, if applicable. Offeror shall be solely responsible for engaging the ASG in the interactive process and for making individualized assessments to determine whether a ASG: (1) poses a “direct threat” (as defined in HAR 9 § 12-46-182 and any successor regulatory provision), such that the ASG is not qualified for the position; and (2) can perform the essential functions of the position, including safely carrying, controlling and using a firearm, with or without reasonable accommodations. If the ASG alleges he/she has a disability and requires reasonable accommodation to perform the essential job functions, it is sole responsibility of Offeror to discuss reasonable accommodations with the ASG and to decide what accommodation(s), if any, to provide at its own expense.

3. The Offeror shall be solely responsible for removing from or not otherwise placing on this contract, any Offeror Employees who pose a “direct threat” (as defined in HAR 9 § 12-46-182 and any successor regulatory provision), are deemed incapable of performing the essential functions.

4. The Offeror shall ensure ASG undergo an initial pre-employment (new hire) medical and physical examinations prior to working on any Judiciary ASG contract. Incumbent ASG shall undergo a medical and physical examination every five (5) years to continue working on any Judiciary ASG contract. A certificate from a licensed physician shall be submitted to the Contract Administrator as directed, attesting that the individual has completed the required physical examination. Results of any drug and/or alcohol testing shall also be submitted to the Contract Administrator as directed, attesting that the individual has completed the required screening test. The Judiciary reserves the right to randomly select up to six (6) SG to participate in a drug and/or alcohol screening test and/or physical examination in each year of this contract at the Offeror's expense. All medical, physical examination and drug and/or alcohol documentation shall be part of the ASG personnel file.

5. The ASG shall meet the following medical standards:

a. Vision: Applicant must have binocular vision and must not test less than 20/30 (Snellen). An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level is medically qualified for the position. Near vision, corrected, or uncorrected, must be sufficient to read Jaeger Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaeger chart. Applicant must have normal color vision.

b. Hearing: Applicant average hearing at 500, 1000, 2000, and 3000 Hertz (Hz) must be less than or equal to 25 decibels. Applicant hearing at 4000 or 5000 Hz must be less than or equal to 45 decibels. If there is a difference in hearing between applicant's ears (in excess of 15 decibels at 500-3000 Hz range or in excess of 30 decibels at 4000-5000 Hz range), Applicant must receive a test for sound localization. Applicant shall not have ear disorders affecting equilibrium. Applicant may use a hearing aid.

c. Speech: Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with an individual's ability to speak is a disqualifying factor.

d. Cardiovascular System: Any disease or condition that interferes with cardiovascular function and an individual's safe and efficient job performance is a disqualifying factor. Applicant aerobic capacity is a minimum 9 MET or 31.5 ml/kg min VO₂ Max.

e. Chest and Respiratory System: Individual must have a healthy respiratory system and receive an evaluation and clearance for use of disposable particulate respirators meet N95 standards as established by National Institute for Occupational Safety and Health (NIOSH). Any disease or condition that interferes with respiratory function and an individual's safe and efficient job performance is a disqualifying factor.

f. Gastrointestinal System: Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and an individual's safe and efficient job performance is a disqualifying factor.

g. Genitourinary System: Individual must have a healthy genitourinary system. Any disease or condition that interferes with an individual's safe and efficient job performance is disqualifying.

h. Endocrine and Metabolic Systems: Any condition that affecting normal hormonal or metabolic functioning and response that interferes with an individual's safe and efficient job performance is a disqualifying factor.

i. Musculoskeletal System: Any condition that adversely impacts on an individual's movement, agility, flexibility, strength, dexterity, coordination, or ability to accelerate, decelerate, or change directions, and this interferes with an individual's safe and efficient performance of duties, is a disqualifying factor.

6. The ASG shall be physically able to perform tasks and/or functions listed below, in performance of assigned duties:

a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require an individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind).

b. Frequent contact with general public, law enforcement, and dispatch center, requiring an ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

c. Ability to remain on post up to four (4) consecutive hours without sitting, eating or relieving bladder/bowels.

d. Ability to remain alert for up to 12 hours, with ability to mentally and physically react

quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

e. Ability to use post security equipment (handheld and walk-thru metal detectors, X-ray machine, CCTV); ability to use handcuffs, baton, and firearm at any time while on duty.

f. Ability to read Standard Operating Guidelines, site specific instructions, assignments, Be-on-the Lookout (BOLO), write reports, and respond to both routine and emergency dispatches/orders.

g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis (e.g., provide emergency First Aid or resuscitation while waiting for arrival of paramedics or other emergency personnel).

h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

i. Only after engaging in any required interactive process, as discussed in paragraphs 3.4.B.1 and 3.4.B.2 above shall the Offeror remove individuals deemed incapable of performing the above tasks or functions from the contract.

j. Offeror shall be responsible for encouraging and promoting employees assigned to this contract to maintain an ongoing and regular program of physical fitness, at no cost to the Judiciary.

C. Minimum Qualifications by Position:

1. Court Security Attendant II - Each Court Security Attendant II shall possess the above minimum qualifications in Section 3.4 A.

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

- a. Meet all the requirements for the Court Security Attendant II.
- b. Be able to carry out oral and written instructions, prepare written reports.
- c. Court Security Attendant I's shall possess the aptitude to effectively supervise the Offeror's security personnel assigned to the Judiciary and deal effectively with Judiciary staff, law enforcement agencies, and the public on matters relating to security disputes, complaints, performance, or behavior.

3. Armed Security Guard – Each Armed Security shall possess the above minimum qualifications in Section 3.4 B.

4. Armed Security Guard-Supervisor – Each Armed Security Guard-Supervisor will possess the following minimum qualifications:

- a. Meet all the requirements for the Armed Security Guard.
- b. Be able to carry out oral and written instructions, prepare written reports.
- c. Armed Security Guard-Supervisors shall possess the aptitude to effectively supervise the Offeror's security personnel assigned to the Judiciary and deal effectively with Judiciary staff, law enforcement agencies, and the public on matters relating to security disputes, complaints, performance, or behavior.

5. Circuit Security Supervisor - Each Circuit Security Supervisor will possess the following minimum qualifications:

- a. Meet all the requirements for the Court Security Attendant I or Armed Security Guard-Supervisor.
- b. Possess at least five (5) years of professional management experience as a security manager in a recognized security or screening organization or approved commensurate experience.
- c. Be able to plan, direct, and supervise the work of all of the Circuit security personnel in the performance of the requirements established by this contract.

6. Contract Projects Manager - Each Court Projects Manager will possess the following minimum qualifications:

- a. Meet all the requirements for the Court Security Attendant I.
- b. Possess at least five (5) years of professional management experience as a security manager in a recognized security or screening organization with focus on project management, or approved commensurate experience.
- c. Be able to plan, direct, and supervise the work of all of the Circuit security personnel in the performance of the requirements established by this contract.

7. Contract Security Manager - Each Contract Security Manager will possess the following minimum qualifications:

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

3.5 ENTRY ON DUTY (EOD) DECISIONS

A. The Judiciary shall have and exercise full control over granting, denying, withholding, or terminating unescorted access to a Judiciary facility and/or sensitive Judiciary information access for Offeror Employees, based upon results of a background investigation.

B. The Contract Administrator may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. A favorable EOD decision would allow Offeror Employees to commence work prior to completion of the full investigation.

C. The granting of a favorable EOD decision or a final fitness determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by the Judiciary, at any time during contract period.

D. The Offeror shall not allow any Offeror Employee unescorted access to a Judiciary facility without a favorable EOD decision or fitness determination by the Judiciary.

E. With Contract Administrator approval, an Offeror employee awaiting an EOD decision may begin training for work, provided they do not access sensitive Judiciary information or have any access to Judiciary facilities for training.

F. The Offeror will submit notification to the Judiciary to the Contract Administrator within five (5) days for CSA and ASG who are terminated, resigned, or no longer working on the contract. The Offeror must indicate a reason for the action.

G. An Offeror employee is fit to work on a Judiciary CSA and ASG Services Contract for five years from the

date the last background investigation was completed; if nothing occurs within that five (5) year period that would render employee unfit for continuing performance under that contract. The Contract Administrator will serve as the final arbiter of all security related contract issue. Potentially disqualifying information includes, but is not limited to:

- Conviction of a felony, a crime of violence, or a serious misdemeanor;
- Conviction for misdemeanor abuse of a household member under the Domestic Violence Offender Gun Ban, 18, U.S.C., § 922(g)(9);
- Possessing a record of arrests for continuing offenses; or
- Falsification of information entered on background investigation forms.

H. The Judiciary requires the Offeror to remove an employee, agent, sub-Offeror or volunteer (Worker) from performing work under this contract that is subject to a criminal investigation or civil fact-finding review. Removal of the Worker shall remain in effect pending the outcome of the investigation or review. This provision shall not infringe upon the right of the Offeror to employ the removed individual but shall apply to any work requiring interaction with the Judiciary, its employees or consultants. The Offeror is required to replace the removed Worker with another CSA or ASG with equal or greater level of training or a Supervisor that meets the minimum training requirements noted in this contract to maintain security coverage.

I. The Judiciary reserves the right to require the Offeror to remove an employee, agent, sub-Offeror or volunteer (Worker) from performing work under this contract. The Judiciary Contract Administrator shall notify the Offeror in writing and this exclusion of a specific Worker shall take effect as indicated on the notice. The Offeror may appeal the decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, sub-Offeror or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the Offeror to employ the removed individual but shall apply to any work requiring interaction with the Judiciary, its employees or consultants. The Offeror is required to replace the removed Worker with another CSA or ASG with equal or greater level of training or a Supervisor that meets the minimum training requirements noted in this contract to maintain security coverage.

3.6 MANAGEMENT

The following are Judiciary-wide contract management requirements for the Contract Security Manager (CSM), Contract Projects Managers (CPM) and Circuit Security Supervisors (CSS) positions.

One (1) Contract Security Manager (CSM) for this contract.

The Offeror shall provide one (1) full-time Contract Security Manager (CSM) who will manage the whole Contract and serve as the authority to supervise and direct Contract Projects Managers (CPM) and Circuit Security Supervisor(s) (CSS). The Contract Security Manager will act as the point of contact for all critical issues, directives and inquiries relating to the Offeror's duties under this RFP and the resulting contract.

The Court Security Manager shall participate in all contract-related security meetings, briefings, incident responses, inspections, exercises, or other proceedings deemed "urgent," "important," or "critical" by the Contract Administrator and/or their designee, provided such participation relates to the Offeror's duties, responsibilities, or performance under this RFP and the resulting contract."

Two (2) Contract Projects Manager (CPM) for this contract.

The Offeror shall provide two (2) full-time Contract Projects Managers (CPM) who will support the administration of the contract and ensure the technical requirements of the contract are met. The position would support all invoice, administrative, audit and reporting functions under the Contract in addition to providing transparency on staffing, training and other requirements under the contract. The Contract Projects Managers may be delegated temporary authority to supervise and direct a Circuit Security Supervisor(s) (CSS). Offeror may present a plan outlining each Contract Projects Manager's assignments and area of responsibility (i.e., O'ahu and Neighbor Island; or Armed and Unarmed, etc.) for Contract Administrator approval.

One (1) Circuit Security Supervisor (CSS) for each Judiciary Circuit.

The Offeror shall also provide a full-time Circuit Security Supervisor to manage contract security operations in each Circuit Court throughout the state for the term _____ of the contract as follows:

- a) One (1) CSS at the First Circuit – O'ahu
- b) One (1) CSS at the Second Circuit – Maui
- c) One (1) CSS at the Third Circuit – Hawai'i
- d) One (1) CSS at the Fifth Circuit – Kaua'i

The Circuit Security Supervisor will act as the point of contact for the assigned Circuit for all critical issues, directives, and inquiries relating to the Offeror's duties under this RFP and the resulting contract. The Circuit Security Supervisor shall participate in all contract-related security meetings, briefings, incident responses, inspections, exercises, or other proceedings deemed "urgent," "important," or "critical" by the Chief Court Administrator and/or their designee, provided such participation relates to the Offeror's duties, responsibilities, or performance under this RFP and the resulting contract.

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

The Contract Security Manager, Court Projects Manager and the Circuit Security Supervisors shall be qualified and licensed as the Court Security Attendants as 'guards' in accordance with Section 463, HRS, but will not be assigned to such _____ duties. The Contract Security Manager, Contract Projects Manager and the Circuit Security Supervisor must be available to attend to all administrative duties, Judiciary security meetings, inspections, exercises and other activities which relate to the security services of this contract. The Contract Security Manager, Contract Projects Manager and the Circuit Security Supervisor will attend and participate in Judiciary designated security meetings when deemed appropriate and be able to deal effectively with the public, Judiciary personnel, Judiciary management, and the Sheriff Division of the Hawaii Department of Law Enforcement.

The Contract Administrator reserves the right to determine whether or not a Contract Security Manager, Contract Projects Manager and/or Circuit Security Supervisor is qualified, and also reserves the right to require the Offeror to change, modify, or upgrade its management team.

Offeror will ensure a replacement manager or supervisor must appoint an interim manager for any time they are off island or on leave over seventy-two (72) hours. The managers shall possess a cellular telephone internet electronic accessible handheld device (i.e. iPhone, Android, etc.) to be contacted by and respond to Judiciary management during the normal business hours of the Judiciary (7:45AM to 4:30PM).

The placement and use of the Court Security Attendants for the Judiciary will be outlined and detailed in the site-specific requirements for this contract. If required by the Chief Court Administrator and/or their designee, one Circuit Security Supervisor shall be on duty at a Circuit Courthouse for a special event when deemed appropriate when security services are being provided.

The Offeror will develop and complete individual Standard Operating Guidelines (SOGs) for each facility where the security services of this contract are performed. SOGs shall include information to include, but not limited to: the Organization and Mission; Appearance, Conduct and Traits; CSA and ASG Duties; Training; Site Information; Common Situations and Responses; Reporting; Active Threat Response; Misconduct; Other Duties and Responsibilities; as well as any other necessary information that is specifically needed to conduct operations at each site or location.

These SOGs will be updated annually and tendered to the Chief Court Administrator and/or their designee annually by February 1 of each year of this contract. The first version of these SOGs must be provided thirty (30) days before the contract begins as directed and outlined in the Notice of Award. The Contract Security Manager and the Circuit Security Supervisor will keep their SOGs current and ensure that all Offeror personnel are knowledgeable of these SOGs and all updates. The managers will investigate and resolve all complaints made against Offeror personnel and keep detailed records of all actions taken. The Offeror will be required to annually submit by February 5 of each year of this contract, a written report to the Contract Administrator and each Chief Court Administrator and/ or their designee of all complaint resolution activities.

3.7 SITE-SPECIFIC REQUIREMENTS

The Judiciary reserves the right to have the Offeror staff positions at courthouses and facilities identified in Section 3.1 Scope of Work – General and other locations as deemed appropriate by the Contract Administrator.

Site-specific requirements for the requested Court Security Attendant II (CSA-II) and Court Security Attendant I (CSA-I) positions are listed in Appendix 1.

Site-specific requirement for the Armed Security Guard (ASG) and Armed Security Guard-Supervisor (ASG-S) are notional and are based upon specific, changeable Judiciary needs, and are subject to change. All ASG and ASG-S are marked and a with an “*” and are subject to further assignment and deployment at other locations at the discretion of the Contract Administrator. See Appendix 2.

The Judiciary reserves the right to request the addition of personnel based upon the needs of the Judiciary and the availability of funding. The Offeror should have sufficient recruiting potential and available personnel to increase the number of Court Security Attendants and/or Armed Security Guards based upon future Judiciary expansion and increased Judiciary funding.

3.8. TRAINING

A. General Information

Prior to commencing work on this contract, all security personnel employed by the Offeror and assigned to work under this contract must successfully complete the Offeror's training program designed for this contract and approved by the Judiciary. The training plan and

training manual must be oriented to work at the Courts and Judiciary facilities with respect to state and federal security requirements, courtesy to visitors, and safety. It is the Offeror's responsibility to ensure that all security personnel assigned to this contract are properly trained and qualified to perform security work required under this contract. All provided training is subject to approval by the Contract Administrator. Compliance with this requirement shall be submitted as directed.

B. Offeror Instructor Qualifications

For each program subject, Offeror shall provide the curriculum outline for review and approval by the Contract Administrator or his designee, and shall specify an instructor qualified to conduct the training.

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

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

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

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

C. Length of Training

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

1. Verification of each individual's Judiciary security training shall be submitted to the Contract Administrator or his designee as directed. The Contract Administrator has discretion to accept or deny proposed exemptions for previous training and/or certifications obtained under another State of Hawai'i contract. Previous training and certification documentation and/or credentials shall be valid and meet requirements of this contract to be considered.
2. Offeror shall proceed with Offeror-provided training at its own risk while awaiting results of fitness determination.
3. Offeror shall not schedule required Judiciary-provided CSA and/or ASG Orientation until the CSA and/or ASG has received a preliminary fitness determination.
4. During Judiciary-provided training, CSA and ASG who are disruptive to others (i.e. late, absence, or disruptive behavior), may be removed from training by the Judiciary. The Judiciary will notify the Offeror when a CSA or ASG is denied access to Judiciary provided training due to disruptive behavior and/or late for training

3.9 TRAINING SCHEDULE

A. The Offeror shall provide a one-month-in-advance monthly training schedule to the Contract Administrator by the 10th day of each month for any required Offeror training and shall include, at a minimum:

- Location (Complete address)
- Date
- Time
- Course Outline (to include but not limited to, block of instruction topic and time)

B. The Offeror shall notify the Contract Administrator of any changes to previously scheduled training and qualifications sessions at least three (3) calendar days before the date of training.

C. The Offeror is responsible for scheduling and coordinating all training, examinations, and/or weapons qualifications with the Contract Administrator. Training should be scheduled to the maximum extent possible during normal business hours. During exigent circumstances, the Offeror may request training during non-business hours. The Judiciary shall determine, based on availability of personnel, if the training will be conducted.

D. The Offeror must provide replacement CSA and ASG personnel for any Judiciary assigned CSA and/or ASG required to be away from their Judiciary post of duty to attend training. The Offeror shall assign another CSA or ASG with equal or greater level of training. A supervisor may temporarily fill a vacant post only as an interim measure pending arrival of a qualified replacement and only if the supervisor satisfies all training, licensing, certification, equipment, and qualification requirements applicable to that post.

E. The Offeror shall ensure CSA and ASG attend all scheduled training, examination, and qualification sessions.

F. The Contract Administrator or designee reserves the right to monitor any Offeror provided training.

3.10 TRAINING CERTIFICATIONS

A. The Offeror shall certify the completion of training and certification requirements in accordance with this SOW. Offeror shall maintain complete, current, and accurate records of all training, certifications, licenses, permits, qualifications, refresher training, and related documentation for personnel assigned to this contract. Pursuant to Section 3.13, such records shall be retained by Offeror in the applicable personnel file and made available to the Contract Administrator or designee upon written request. Offeror's failure to produce proof of completion of training and/or certification may result in not completing these actions could result in adverse actions, including but not limited to, Termination for Default or Cause, as applicable.

3.11 TRAINING REQUIREMENTS BY POSITION

A. Court Security Attendant (CSA)

The Offeror's Judiciary security training program shall include, but not be limited to, a minimum of eight (8) hours of classroom training and/or practical training in the following subjects:

1. CSA must be certified in the operation of hand-held magnetometers, walk through magnetometers, and X-Ray machines to identify and stop

prohibited

items from entering Judiciary facilities. Certifications of this proficiency for CSA shall be provided to the Chief Court Administrator and/or their designee of every circuit, as directed.

proficiency for CSA shall be and/or their designee of every

2. CSA must be certified in First Aid Training, Cardiopulmonary Resuscitation (CPR), use of an Automated External Defibrillator (AED), and Stop-The-Bleed Training. Certifications of this proficiency for CSA shall be provided to the Chief Court Administrator and/or their designee of every circuit, as directed.

a. The CSA shall maintain a valid and current certification for First Aid/CPR/AED/Stop-The-Bleed, from the American Red Cross (ARC), American Heart Association (AHA) or equivalent certifying organization.

b. The training and certification shall include a full-course curriculum for adult, youth, and infant modules, conducted by certified instructors, in accordance with ARC, AHA or equivalent guidelines.

3. CSA must be trained in the Americans with Disabilities Act (ADA) and the proper handling of service animal issues related to the entry of service animals into Judiciary Facilities. Certification of completion of this training for CSA will be provided to the Chief Court Administrator and/or their designee of every circuit, as directed.

4. CSA must also receive familiarization training in the following areas:

a. The Judiciary and its operations.

b. Law - Constitutional, State Law, Search and Seizure, Evidence, and Arrest.

c. Recognition and handling of the mentally ill, abnormal behavior and controlled substances recognition.

d. Operations, procedures, and customer service.

e. Bombs threats, bombs, and explosives.

f. Command presence recognition and the understanding of working.

in large crowds and being able to provide direction to these crowds.

g. Workplace violence and sexual harassment.

h. Fire detection, suppression, life safety and evacuation.

i. Communication skill building (field note taking, incident report writing, interview techniques, courtroom testimony, two-way radio use and etiquette, etc.).

j. Appropriate knowledge and understanding to apply acceptable defensive tactics to include, but not limited to, the use of Avoid, Deny and Defend principles (the use of Run - evacuation, Hide cover and concealment, and Fight principles).

k. Offeror's Standard Operating Guidelines (SOGs) for this contract.

5. The Offeror's Judiciary security training program shall also include an annual re-certification and training which shall include, but not be limited to a minimum of eight (8) hours of classroom training and/or practical training and shall include the following subject areas:

- a. Certification that all security personnel must be certified in the operation of hand-held magnetometers, walk through magnetometers, and X-Ray machines to identify and stop prohibited items from entering Judiciary facilities.
- b. Law - Constitutional, State Law, Search and Seizure, Evidence, and Arrest.
- c. Command presence recognition and the understanding of working in large crowds and being able to provide direction to these crowds.
- d. Certification of First Responder First Aid Training, Cardiopulmonary Resuscitation (CPR) Training, use of an Automated External Defibrillator (AED), and Stop The Bleed Training.
- e. Americans with Disabilities Act (ADA) and the proper handling of service animal issues related to the entry of service animals into Judiciary Facilities.
- f. Fire detection, suppression, life safety and evacuation.
- g. Appropriate knowledge and understanding to apply acceptable defensive tactics to include, but not limited to, the use of Avoid, Deny, and Defend principles (the use of Run - evacuation, Hide - cover and concealment, and Fight principles).
- h. Offeror's Standard Operating Guidelines (SOGs) for this contract.

B. Armed Security Guards and ASG Supervisors

1. Complete required training as outlined in Section 3.11 A and subsections for Court Security Attendants (CSA).

2. ASG required training also includes initial, recurring and "one-time only" courses, as outlined in this SOW and Exhibit B. If completed successfully, one-time only courses are not required to be repeated unless the ASG has been off the contract for more than one (1) year. The ASG Basic Training one-time only courses include:

- Offeror-Provided Basic Training (Exhibit B)
- Offeror-Provided Initial Weapon Training and Qualification (Exhibit B)
- Offeror-Provided De-escalation training (Exhibit B)
- Judiciary-Provided ASG Orientation Briefing (Exhibit B)

3. The Offeror shall ensure all ASG complete the 36-hour block of Offeror-Provided Refresher Training every three (3) years, which includes force continuum and self defense; Initially, within three (3) years from the date of an ASG completing the basic training. Subsequently, within three (3) years from the ASG most current Offeror-Provided Refresher Training date.

4. Basic and Refresher Training will be documented by the Offeror and submitted upon written request to the Contract Administrator.

5. Weapons Training and Qualification

a. General Information - ASG shall review the Lautenberg Amendment to the Gun Control Act of 1968 Fact Sheet (18, U.S.C., § 922) (Exhibit C) and sign a Lautenberg Certification form annually (Exhibit D) .

b. The ASG shall review and sign the Active Threat Awareness Certification Form (Exhibit E) prior to working on contract. This form will be reviewed and signed once a year by every ASG working on contract starting 7/1 through 6/30. ASG Contracts awarded after 6/30 shall have all ASG sign the form within 30 days prior to the start date of the contract. New hire ASG shall sign the form during Offeror provided Initial Weapons Training. The ASG must have the certification form in their ASG file.

c. Offeror shall inform the Contract Administrator of all planned ASG firearm qualifications. The Contract Administrator or designee may choose to monitor any firearm training or qualifications.

d. ASG shall achieve a qualifying score for the initial and each semi-annual (i.e., every 180 days/6 months) qualification thereafter, on the weapon platform(s) required for this contract. The ASG's firearms qualification will expire 180 days following the date of the ASG's last successful qualification have passed. The expired qualification will no longer be valid and the ASG will no longer be qualified to work on the contract.

e. The Offeror shall provide weapons, ammunition, and any other range equipment such as targets, barricades, hearing and eye protection, etc., as required for training and qualifications.

f. The Offeror and ASG shall adhere to rules and regulations at firing ranges and other training facilities.

g. The Offeror shall be responsible for licenses and permits required for weapons during transport between dispatch point and range.

h. ASG shall wear a complete duty uniform, to include, issued body armor, duty belt, and other equipment for firearms training and qualifications. Body armor shall be maintained in serviceable condition in accordance with the manufacturer's life cycle and recommendations.

i. ASG who are the subject of an accidental or negligent firearm discharge incident are, at a minimum, immediately determined to be unqualified to stand post, pending investigation of incident and either retraining occurs or termination. The Offeror shall investigate the incident and provide the Judiciary with findings.

6. Initial Firearms Training

a. ASG shall complete a total of thirty-two (32) hours of firearms training, to include weapon retention; a minimum of eight (8) hours shall be dedicated classroom training and a minimum of twenty-four (24) hours, excluding associated down time, shall be dedicated live-fire (familiarization) training.

b. Live-fire familiarization training shall incorporate the use of a serviceable assigned duty firearm and live ammunition for conducting firearms training.

7. Initial and Semi-Annual Firearms Qualification

- a. ASG shall qualify using duty ammunition and Offeror provided duty weapons or available equivalent.
- b. Each firearms qualification session consists of no more than two (2) attempts to qualify. If unsuccessful on first qualification attempt, second attempt must occur immediately after. A qualifying score is 80% or better. The Offeror shall record and maintain the score of firearm qualification. Firearms qualification scores will be submitted upon written request to the Contract Administrator.
- c. A failure to complete the second attempt, when offered, will be equivalent to a failure to achieve a qualifying score. The ASG shall complete up to eight (8) hours of remedial training before attending another qualification session at the next Offeror scheduled qualification session.
- d. The Judiciary shall not be liable for compensating the Offeror for any additional expenses or costs incurred by the Offeror to maintain ASG semi-annual weapons qualification or remedial training.
- e. The Offeror shall include the time, date, location, and number of ASG qualifying on the submission of their monthly training schedule to the Contract Administrator. Initial and Semiannual Firearms Qualification scores will be documented by the Offeror and will be submitted upon written request to the Contract Administrator.

8. Transitional Weapon Training and Qualification

- a. The Offeror shall complete Transitional Weapons training and qualification whenever there is a change in the model or caliber of the duty firearm with like platforms, i.e., revolver to revolver or semi-automatic to semi-automatic. This includes issuance of new duty firearm.
- b. The ASG shall have a current firearms qualification to complete Transitional Weapon Training and Qualification. If the ASG does not have a current qualification, the ASG shall complete firearms training and qualification in accordance with section 3.9 B 12 and 3.9 B 13.

9. Weapon Platform Training and Qualification

- a. The Offeror shall complete Platform Weapons training and qualification whenever there is a change in the type of duty firearm with unlike platforms, i.e., revolver to semi-automatic. This includes issuance of new duty firearm.
- b. The ASG shall have a current firearms qualification in order to complete Weapon Platform Training and Qualification. If the ASG does not have a current qualification, the ASG shall complete firearms training and qualification in accordance with section 3.9 B 12 and 3.9 B 13.

10. Intermediate Weapons Training

- a. The Offeror shall conduct initial and annual refresher training for any Intermediate Weapon (expandable police baton), equipment, or devices required under this contract.

b. The Offeror is responsible for providing the training and certification, as specified by Federal, state, and/or the manufacturers' recommendations, for the use or carriage of Intermediate Weapons. The Contract Administrator or designee may choose to monitor any intermediate weapons training or qualifications.

11. Handcuff Training

a. The Offeror shall conduct initial and annual refresher training in the use of handcuffs and handcuffing techniques.

b. The Offeror is responsible for providing the training and certification, as specified by Federal, state, and/or the manufacturers' recommendations, for the use or carriage of handcuffs. The Contract Administrator or designee may choose to monitor any handcuff training or qualifications.

12. De-escalation and Conflict Resolution Training

a. The Offeror shall conduct initial and annual refresher training in de-escalation and conflict resolution.

b. The Offeror is responsible for providing the training and any required certification according to industry best practices. The Contract Administrator or designee may choose to monitor any de-escalation and conflict resolution training.

3.12 JUDICIARY-PROVIDED AND OTHER SPECIAL TRAINING

A. Scheduling of Judiciary-Provided Training

1. Training requirements outlined within this contract may include initial, one-time only, refresher, orientation or any other type of training course, as outlined in this SOW and Exhibit

B. Exhibit B contains specific training information provided by the Judiciary after the Offeror provided Basic Training requirements are met.

2. The Offeror shall schedule and coordinate Judiciary-Provided training with the Contract Administrator, Chief Court Administrator or designee.

3. The Offeror shall ensure the CSA and ASG attend all scheduled training and qualification sessions.

4. CSA and ASG will be in uniform when attending CSA or ASG Orientation at a Judiciary owned or leased facility.

5. The Offeror will document completion of CSA or ASG Orientation Briefing in the CSA's or ASG's personnel file.

B. Other Special Training

1. The Offeror is responsible for providing any training required by state or local jurisdictions pertaining to CSA and ASG duties and functions required in this contract.

2. The Judiciary reserves the right to order additional, unanticipated, or other special training under this contract, which may be Judiciary or Offeror provided.

3. The Judiciary shall notify the Offeror of any identified additional, unanticipated "special

training” requirements.

4. Any requests for equitable adjustment arising from the additional special training shall be provided to the Contract Administrator for consideration. Any such requests shall include the total amount of adjustment and a supporting price breakdown, which details how the Offeror calculated the adjustment and any assumptions by the Offeror.

5. The Judiciary shall evaluate any requests for equitable adjustment which are subject to negotiation to determine whether the pricing associated with any such requests is fair and reasonable.

6. The Offeror shall ensure the CSA and ASG attends all scheduled special training, examination, and qualification sessions.

3.13 PERSONNEL FILES

A. The Offeror shall maintain a personnel file for each CSA and ASG that performs security duties for the Judiciary. The personnel file should validate training, certification, licensing, permit information and other documents, as required in the SOW. CSA and ASG personnel files shall be made available to the Judiciary immediately upon written request.

B. The Offeror shall record and document all ASG training; to include, Offeror-Provided, Judiciary - Provided, and Third-Party provided training.

C. The Offeror shall record, document and validate employee personnel data.

D. The Offeror shall record, document and validate that all employment requirements have been met.

3.14 AUDIT OF PERSONNEL FILES

A. The Contract Administrator or designee, will have express authority to review Offeror Employee personnel files and request documentation which clearly identifies current qualification status of CSA and ASG, at any time during the contract period.

B. The Offeror shall arrange the CSA and/or ASG files to allow the Contract Administrator or designee to conduct an Administrative Audit of the CSA and/or ASG files.

3.15 WAIVERS AND DEFERMENTS

A. The Contract Administrator may temporarily defer proposed timelines for required training, testing, or equipment cited in this contract only in exigent emergency situations.

B. The CSA or ASG shall not work under a temporary deferment without the written consent from the Contract Administrator. The deferment request shall not exceed one hundred-twenty (120) calendar days.

C. The Offeror shall request such deferments, in writing, to the Contract Administrator, and cite exigent reasons for the temporary deferment. The deferment must be reasons that are beyond the control of the Offeror and beneficial to the management of the contract.

D. The Offeror shall provide, in writing to the Contract Administrator or designee, a detailed plan of action, including timelines to achieve full compliance with contract requirements.

E. If the Contract Administrator grants a temporary deferment, the Offeror shall abide by proposed timeline. Upon expiration of the temporary deferment and if training and/or testing requirements have not been met, the CSA or ASG will not be eligible to perform CSA or ASG services. The temporary deferment will expire in 120 days unless another timeframe is specified by the Contract Administrator.

F. The Judiciary may be entitled to consideration, monetary or otherwise for granted deferments.

G. The Judiciary will not grant waivers or deferments for medical, fitness determinations, and firearm licenses, or weapons qualification. Approval for waivers or deferments must be approved by the Contract Administrator or designee.

H. The Judiciary will not issue permanent waivers.

3.16 REQUIRED SERVICES - ORDER OF PRECEDENCE

The CSA and ASG shall perform services as prescribed in the documents below. If there are any inconsistencies between the documents, the following order of precedence applies:

1. Contract (including any associated task orders)
2. Standard Operating Guidelines (SOG)
3. Post Desk Book (including site specific instructions, Judiciary guidance, and Facility Occupant Emergency Plan)

A. Standard Operating Guidelines (SOG)

1. The CSA and/or ASG shall perform duties in accordance with assigned Standard Operating Guidelines (SOG).

2. The CSA and/or ASG shall not deviate from SOG, except in emergencies or as directed by the Contract Administrator or designee.

3. CSA and/or ASG shall contact their supervisor if they have questions regarding the duties outlined in the SOG.

4. CSA and/or ASG shall provide a post/shift change brief, to the on-coming CSA and/or ASG, of recent or anticipated occurrences of the assigned post.

5. The Judiciary may modify, amend, and/or revise SOG, provided the change is within scope of contract and has no impact on contract cost and does not require modification to the task order or contract.

6. The Contract Administrator or designee is the only authorized Judiciary agent that can increase or decrease the amount of equipment and/or supplies or services required or otherwise change contract terms, conditions, or pricing.

7. The Contract Administrator or designee will direct changes through a written modification to the contract or task order.

8. The Offeror may be financially liable for accepting or implementing changes by anyone other than the Contract Administrator or designee; therefore, the Offeror shall be responsible for verifying with the Contract Administrator or designee whether the Offeror should provide any requested changes pending issuance of a contract or task order modification.

3.17 POST TYPES

A. Access Control - allow only authorized individuals and items, as defined by facility policy and Standard Operating Guidelines (SOG), to pass into controlled areas;

B. Patrol & Response - to provide static post or mobile security foot patrol coverage of a facility or area and respond to emergency and non-emergency calls for service; stand post or conduct patrols in accordance with routes and schedules established in Standard Operating Guidelines (SOG) or as directed by Contract Administrator or designee; observe, detect, respond to and report on potential or actual security violations; and shall respond to security alarms and emergencies occurring within area of assignment.

C. Screening Operations - to deter, detect, and deny the entry of prohibited or illegal items into facilities and areas; operate screening post as directed by Standard Operating Guidelines (SOG); conduct inspections using automated technology, by manual techniques such as hand-wanding, or by observation; conduct and record performance tests of equipment, as directed; deny admittance to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive; and perform screening operations at X-Ray posts.

3.18 ASG and ASG-S JURISDICTIONAL BOUNDARIES

Armed Security Guard services will only be performed as permitted by law within the jurisdictional boundaries of the Judiciary. The authority of ASG is only valid within the jurisdictional boundaries of the Judiciary. ASG are only authorized to carry a weapon while on duty and while performing work under the contract. ASG authority to detain is derived from state law (private person/citizen arrest), that in most cases authorizes certain arrest powers. Armed Security Guard authority, uniform and equipment used under the Contract will not be used for non-Judiciary-approved private work.

A. Carriage of Firearms

Bearing a weapon is limited to within the boundaries of a Judiciary courthouse or facility. The Hawai'i Revised Statutes Section 134-25 provides the following guidelines:

1. Except as provided in sections 134-5 and 134-9, all firearms shall be confined to the possessor's place of business, residence, or sojourn; provided that it shall be lawful to carry unloaded firearms in an enclosed container from the place of purchase to the purchaser's place of business, residence, or sojourn, or between these places upon change of place of business, residence, or sojourn, or between these places and the following: (1) A place of repair; (2) A target range; (3) A licensed dealer's place of business; (4) An organized, scheduled firearms show or exhibit; (5) A place of formal hunter or firearm use training or instruction; or (6) A police station.

"Enclosed container" means a rigidly constructed receptacle, or a commercially manufactured gun case, or the equivalent thereof that completely encloses the firearm.

2. Any person violating this section by carrying or possessing a loaded or unloaded pistol or revolver shall be guilty of a class B felony.

3.19 WEAPONS

A. Firearm Issuance

The Offeror will ensure that each ASG or ASG-S is issued a standard and identical 9mm handgun, including a Level 3 holster, with adequate safety features and duty belt approved by the Contract

Administrator, with the Uniform and Equipment Approval Form submitted in Exhibit F. The 9mm handgun must be produced by a major firearms manufacturer (Glock, SigSauer, Walther, etc.) and approved by the Contract Administrator. The 9mm handgun issued to ASG or ASG-S must be the same at every Judiciary location. Replacement ASG or ASG-S must carry the same 9mm handgun as ASG or ASG-S regularly assigned to the Judiciary. At no time should different makes/models of 9mm handgun be used at Judiciary facilities.

The following criteria will be adhered to at all times:

1. All firearms will be registered in the county of use.
2. Weapons do not have to be used exclusively by one ASG.
3. The ASG or ASG-S will not wear a weapon off of Judiciary property.
4. Weapons will be cleared and stored using strict and safe industry security practices. Offeror is responsible for providing approved clearing stations and gun lockers for each Judiciary location where ASG and ASG-S are deployed. The Judiciary will provide a suitable location inside the non-public area of each courthouse where ASG and ASG-S are deployed for the placement of clearing stations and gun lockers. Consideration should be given to location of the clearing station to ensure an accidental discharge does not impact surrounding workspaces. The Contract Administrator must approve the equipment and equipment locations in each courthouse. An accidental discharge must be immediately reported to the Contract Administrator.
5. The Offeror is responsible for supplying the ammunition required for the firearms and for training. All utilized ammunition must be approved by the Contract Administrator.
6. Weapons taken to/from firing ranges will be transported in a manner which assures safe and secure handing, and which meets all prescribed laws, rules and regulations for the county in which the weapon is being transported. Weapons taken to/from firing ranges cannot take away from weapons needed for operational purposes of ASG and ASG-S at Judiciary facilities.
7. All firearms must be serviceable and certified by an armorer as operational and not subject to recall or repair. The Contract Administrator can request in writing for replacement of any weapon used for the contract.
8. A minimum of two (2) extra ammunition magazine shall be carried.
9. The ASG or ASG-S shall not be required to purchase or lease the weapon.

B. Current Offeror Firing Range Locations

The Offeror is responsible for arranging firearms qualification and training for its personnel as required. The selection of the firing range venue is at the discretion of the Offeror, provided it meets all applicable safety, certification and regulatory standards. Offeror must make individual arrangements for access to ranges.

C. Intermediate Weapons

The Offeror will ensure that each ASG or ASG-S is issued a standard and identical intermediate weapon, including a scabbard, for carriage on the firearms duty belt approved by the Contract

Administrator, with the Uniform and Equipment Approval Form submitted in Exhibit F. The intermediate weapon will be a collapsible impact weapon (baton or similar) and must be produced by a major impact weapon manufacturer (ASP, Monadnock, etc.) and be at least 21” and no more than 26” in length. The intermediate weapon must be approved by the Contract Administrator. The intermediate weapon issued to ASG or ASG-S must be the same at every Judiciary location. Replacement ASG or ASG-S must carry the same intermediate weapon as ASG or ASG-S regularly assigned to the Judiciary. At no time should different makes/models of intermediate weapon be used at Judiciary facilities.

The following criteria will be adhered to at all times:

1. All intermediate weapons, if applicable, will be registered in the county of use.
2. An intermediate weapon shall only be issued after the ASG or ASG-S has successfully completed training. Intermediate weapons do not have to be used exclusively by one ASG.
3. The ASG or ASG-S will not wear an intermediate weapon off of Judiciary property.
4. Intermediate weapons will be stored using strict and safe industry security practices. Offeror is responsible for providing approved storage lockers for each Judiciary location where ASG and ASG-S are deployed. The Judiciary will provide a suitable location inside the non-public area of each courthouse where ASG and ASG-S are deployed for the placement of intermediate weapon storage lockers. The Contract Administrator must approve the equipment and equipment locations in each courthouse.
5. Intermediate weapons taken to/from training locations will be transported in a manner which assures safe and secure handing, and which meets all prescribed laws, rules and regulations for the county in which the weapon is being transported. Intermediate weapons taken to/from training locations cannot take away from intermediate weapons needed for operational purposes of ASG and ASG-S at Judiciary facilities.

3.20 UNIFORMS

- A. The Offeror shall provide uniforms and equipment to fulfill the terms of the Contract.
- B. CSA and ASG personnel should not be issued uniforms that appear the same. Color, badging and lettering should be used to differentiate between CSA and ASG personnel. The Contract Administrator shall approve all uniforms and equipment provided by the Offeror on Uniform and Equipment Approval Form submitted in Exhibit F prior to the usage of those uniforms and equipment within the Judiciary.
- C. The Offeror will provide and ensure that all CSA-I and CSA-II uniforms and equipment are standardized, clean and identical when they are on duty.
- D. The Offeror will provide and ensure that all ASG and ASG-S uniforms and equipment are standardized, clean and identical when they are on duty. The uniform may include a standard security guard uniform and/or a sport jacket and tie with identification.
- E. CSA and ASG personnel are to be well groomed and display a professional appearance. Hair length and style is to be neat and presentable. Offeror’s personnel are expected to avoid unnatural hair colors, radical fashions, or cuts (Mohawks or spikes); long hair is to be pulled back or worn in a bun; where possible tattoo(s) and body piercing(s) [other than ear] are to be covered. Moustaches and beards are to be neatly trimmed.

F. Offeror will ensure all issued uniforms and equipment are appropriately sized and worn as designed.

G. CSA and ASG personnel reporting or duty who do not meet these standards will not be accepted by the Judiciary and will be sent home by the Contract Administrator or designee. Should the Contract Administrator notify the Offeror that an employee is unacceptable because of personal hygiene or behavior, the employee is to be immediately removed from the job site by the Offeror. The Offeror has two hours to have a replacement placed on duty for the vacated post, backfilling with approved Judiciary replacements, supervisors or management in the interim.

3.21 BALLISTIC VESTS

A. Offeror will provide each ASG on duty with a NIJ Standard 0123.00 HG1 or higher (formerly Level II or higher) ballistic vest to fulfill the terms of the Contract. The ballistic vest must be produced by a major ballistic vest manufacturer and approved by the Contract Administrator, with the Uniform and Equipment Approval Form submitted in Exhibit F.

B. The ballistic vest may utilize either an inner carrier or an outer carrier. The ballistic vest carrier issued by the Offeror to ASG or ASG-S must be the same at every Judiciary location. Replacement ASG or ASG-S must use the same ballistic vest carrier as ASG or ASG-S regularly assigned to the Judiciary. At no time should different types of ballistic vest carriers be used at Judiciary facilities.

C. Each ballistic vest must be used exclusively by one ASG and cannot be shared among ASG. Ballistic vest must be worn by the ASG while on duty. Ballistic vests may be discretely worn by the ASG to/from the Judiciary facility at which they work.

D. Offeror will ensure all issued ballistic vests are maintained and replaced according to manufacturer's instructions. No damaged or outdated/expired ballistic vests are permitted to be used. Offeror will ensure they have sufficient replacement vests or the replacement of ballistic vests are scheduled to ensure equipping ASG and preventing lack of coverage due to lack of ballistic vests.

E. The ASG or ASG-S shall not be required to purchase or lease the ballistic vest.

3.22 HANDCUFFS

A. The Offeror will ensure that each ASG or ASG-S are issued a standard set of handcuffs with keys and a belt pouch of the same material, style and appearance as the firearms duty belt. The handcuffs must be produced by a major handcuff manufacturer utilizing the standard handcuff key and be approved by the Contract Administrator on the Uniform and Equipment Approval Form submitted in Exhibit F.

B. The handcuffs issued to ASG or ASG-S must utilize the same standard key set if they are manufactured by different manufacturers. Replacement ASG or ASG-S must carry the same standard keyed handcuffs as ASG or ASG-S regularly assigned to the Judiciary. At no time should differently keyed handcuffs be used at Judiciary facilities.

C. Handcuffs do not have to be used exclusively by one ASG. Handcuffs and handcuff keys must be carried at all times when the ASG or ASG-S is on duty.

D. The ASG or ASG-S will not wear handcuffs off of Judiciary property.

E. The ASG or ASG-S shall not be required to purchase or lease the handcuffs.

3.23 COMMUNICATIONS AND RADIO EQUIPMENT

A. Offeror will provide each CSA and ASG on duty with a portable, two-way, handheld radio whereby the CSA and/or ASG can establish instantaneous, positive, reliable and clear communications with their counterparts at the Judiciary location. Handheld radios do not have to be used exclusively by one CSA and/or ASG.

B. The handheld radios at a Judiciary location should all operate on the same frequency. It is not necessary to have all Judiciary facilities operate on the same common frequency across the State of Hawai'i.

C. The Offeror must provide handheld radios, chargers and spare batteries with which the Contract Administrator and designees, the Department of Law Enforcement and other key Judiciary personnel at each site can monitor and communicate with the CSA, ASG, and supervisory personnel.

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

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

3.24 ADDITIONAL REQUIREMENTS

A. Records and Reports

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

1. Records

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

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

2. Reports

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

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

Offeror's employees are prohibited from sharing any derogatory, damaging or defamatory incidents that occur on Judiciary property on any social media platforms.

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

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

- a. Log of Prohibited Items - monthly by the 5th of each month for previous month.
- b. Dosimeter Reports - quarterly by the 5th of January, April, July, and October of every year of this contract.
- c. Standard Operating Guidelines (SOGs) for each Circuit - annually by February 1 of each year of this contract. First version must be provided thirty (30) days before contract begins.
- d. Annual Report of Complaint Resolution for each Circuit - annually by February 1 of each year.
- e. Annual Report on total number of ASG handled Security Incidents/De-escalations – annually by February 1 of each year.

B. Audits

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

C. Court Appearances

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

D. Staffing

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

E. Ancillary Personnel and Equipment

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

F. Offeror Employee Incentive / Award Program

1. The Offeror shall establish and maintain a written incentive and recognition program for all contract security personnel assigned under this Contract. The purpose of the program is to encourage and reward adherence to high standards of performance and professionalism in providing security services to the Judiciary.
2. The program shall, at a minimum:
 - a. Identify objective, contract-related performance criteria (such as compliance with

Standard Operating Guidelines (SOG), attendance and punctuality, incident-reporting quality, training completion, and documented commendations);

b. Describe the types of incentives or awards that may be provided (such as bonuses, recognition awards, non-cash incentives) and the process for determining recipients;

c. Provide that all incentives or awards are funded solely by the Offeror and are paid or provided only to employees or subcontractors of the Offeror assigned to this Contract; and

d. Require the Offeror to maintain documentation of the program, including criteria, award decisions, and supporting records, and to make such documentation available to the Contract Administrator or designee upon request for purposes of contract administration.

3. No incentive, bonus, gift, or other thing of value under the Offeror's incentive/award program shall be paid, given, or promised, directly or indirectly, to any officer, employee, or agent of the Judiciary.

4. Each Offeror shall include in its proposal a description of its existing or proposed incentive/award program meeting the requirements of this section, including eligibility, performance criteria, types of awards, and methods for documenting and verifying awards.

3.25 OPTIONAL ADDITIVE SCOPE OF WORK

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

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

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

All security services for the Appellate Courts (Honolulu),

All security services for the First Circuit Court (Honolulu),

All security services for the Second Circuit Court (Maui),

All security services for the Third Circuit Court (Hawai'i),

All security services for the Fifth Circuit Court (Kaua'i).

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

SECTION FOUR EVALUATION OF PROPOSALS

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving each Offeror ample opportunity to highlight its strengths, distinguishing features, and ability to meet all requirements on this RFP. When an Offeror submits a proposal, the proposal shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror identifies as necessary to successfully meet the obligations outlined in this RFP.

4.1 Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Statement of work elements.

Proposal Submission

Proposals must be received by **July 8, 2026, 12:00 p.m. HST** through the Hawaii Electronic Procurement System (HIePRO). Proposals received after the deadline and/or through any sources other than HIePRO will be rejected.

4.2 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HIePRO by the date and time listed in Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HIePRO, including faxed or e- mailed bids, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. (See Electronic Procurement for further information.) The maximum file size that HIePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work

Prior to submitting a proposal, each Offeror must:

- a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.
- b. Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein.

4.3 REQUIRED FORMAT AND CONTENT

Offerors shall submit one proposal for the service. All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in size 12 Arial font or equivalent.

To be considered responsive, the Offeror's proposal shall include all items specified in this RFP, including subsequent Addenda. Any proposal offering any other set of terms and conditions that conflict with those terms and conditions set forth herein or in any subsequent Addenda may be rejected without further consideration.

4.3.1 Transmittal Letter: Proposal submittal shall include a transmittal letter on letterhead which:

- a. Contains the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the Judiciary should contact regarding Offeror's proposal.
- b. Indicate whether it operates as an individual, partnership, or corporation and the State of Incorporation, if applicable. It should also indicate all states, and countries in which it is registered to do business as a collection agency.
- c. Contain a statement that the Offeror shall comply with the requirements, terms, and conditions specified in this RFP.

Table of Contents: A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.

Attachments: Each document listed below shall be completed when submitting in HIePRO.

- a. **Offer Form, OF-1:** Offeror shall complete and submit OF-1 in HIePRO. Offeror is required 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 exact legal name in the appropriate space on Offer Form, page OF1. The Offeror's authorized signature on the OFFER FORM, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made or the Offeror's authorized signature on the OFFER FORM, OF-1 shall be an electronically signed signature with audit trail. The submission of the proposal shall indicate Offeror's intent to be bound. Completion of Offer Form, OF-1 is Offeror's acknowledgment and agreement to provide services in all categories identified in the RFP.
 - b. **Pricing:** Prices offered shall be based on delivery of products and/or services to Judiciary and shall include all applicable costs and taxes. If there is a discrepancy in the prices submitted, the unit price submitted will prevail.
- 4.3.2** Failure to include these items in the Offeror's proposal may be cause for the proposal to be determined non-responsive and rejected.

4.3.3 Wage Certification: Offeror shall complete and submit the Wage Certificate in the Offer Form Packet, by which the offerors certify that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public

officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work.

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.

The basic hourly wages paid to similar State positions starting July 1, 2026 is expected to be:

<u>Class</u>	<u>Hourly Rate</u>
Court Security Attendant I/II -- Security Officer I, SR 13	\$22.50
Circuit Security Supervisor -- Security Officer II, SR 15	\$24.35
Contract Security Manager - Security Officer III, SR 17	\$26.33

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

4.3.4 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, 2026 to June 30, 2029
Extension period:	July 1, 2029 to June 30, 2030

The option to extend the original contract is exercised for the period of July 1, 2029 to June 30, 2030. On July 1, 2029, the State announces a pay raise retroactive to July 1, 2028 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, 2029 to

June 30, 2030. A price adjustment is not applied retroactively to July 1, 2028 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 an 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 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.

4.3.5 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of at least three (3) companies, for which the Offeror has provided services specified in this RFP. All references must have been serviced within the past three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. The Judiciary reserves the right to reject the offer submitted by any Offeror who has not performed the services as specified in this RFP and not performed services that are similar in nature to services required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory. For evaluation purposes, this Offerors who have not performed the services specified in this RFP, not performed similar services, or who have a past record of unsatisfactory performance shall be deemed non-responsible.

4.4 PROPOSAL EVALUATION

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

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

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

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

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

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

4.5 EVALUATION CRITERIA

Scoring under this RFP shall be based on a total of three hundred (300) points. Proposers must score a minimum of two hundred (200) points to be considered for award. Proposals

that score less than 200 points will be rejected and shall not be considered for award.

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

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

Offeror's description of their firm, background, qualifications and experience relative to performing requirements set forth in the "Scope of Work" of this RFP, including but not limited to:

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

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

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

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

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

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

1. Offeror's training organizational chart and resumes of key positions.
2. Offeror's plan to provide suitable staffing to fulfill the training requirements of the "Scope of Work" of this RFP.

3. Offeror provides training curriculum outline for the positions necessary to deliver the scope of work in this RFP.

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

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

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

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

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

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

VI. Price Proposal & Reasonableness of Price & Services (Fifty (50) points)

A total of 50 points will be awarded to the lowest of the submitted cost proposals that meet the minimum qualifications. Proposals with higher costs will receive a fraction of 50 points; the number of points assigned to higher cost proposals will be determined by the following formula: lowest proposal cost multiplied by the maximum point available for price, divided by the higher proposal cost. The fractional value of points to be assigned will be rounded to one decimal place.

Example: Lowest price proposal was \$50,000 and receives 50 points. The next lowest cost proposal was \$70,000 and receives 35.71 points [(Lowest Proposal Price) *(50)]/ (Higher Proposal Price).

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

- VII. Optional Additive Scope of Work (Twenty-five (25) points). Provided that while proposals may receive higher scoring for including the optional Additive Scope of Work Component under Section 3.25, proposals that do not include optional Additive Scope of Work component will not be disqualified solely for omitting it.

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

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

Appendix 1
 Contract Security Attendant (CSA) Site Requirements

<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
O'ahu		
Supreme Court Ali'iolani Hale	One (1) CSA-I Three (3) CSA-II One (1) CSA-II	9:00 AM – 5:45PM 7:45AM – 4:30PM Eight (8) hour evening shift in off hours at time interval directed by the Judiciary including holidays and weekends.
Intermediate Court of Appeals Kapuaiwa Building	One (1) CSA-II	10:00AM – 6:45PM
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
O'ahu		
First Circuit Courthouse Ka'ahumanu Hale	One (1) CSA-I Three (3) CSA-II One (1) CSA-II One (1) CSA-II One (1) CSA-II	6:15AM – 3PM 7:45AM – 4:30PM Eight (8) hour evening shift in off hours at time interval directed by the Judiciary including holidays and weekends. Twelve (12) hour evening shift in off hours at time interval directed by the Judiciary including holidays and weekends. One (1) hour evening shift in off hours at time interval decided and directed by the Judiciary including weekend for "Kids First" program.
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
O'ahu		

First Circuit District Courthouse Kauikeaouli Hale	One (1) CSA-I Three (3) CSA-II One (1) CSA-II	7:45AM – 4:30PM Eight (8) hour evening shift in off hours at time interval directed by the Judiciary including holidays and weekends.
Kapolei Courthouse Ronald T.Y. Moon Judiciary Complex	One (1) CSA-I Four (4) CSA-II One (1) CSA-II One (1) CSA-II	6:00AM – 2:45PM 7:45AM – 4:30PM Eight (8) hour evening shift in off hours at time interval directed by the Judiciary including holidays and weekends. One (1) hour evening shift in off hours at time interval decided and directed by the Judiciary including weekend for “Kids First” program.
Youth Home Hale Hilinai	Two (2) CSA-II One (1) CSA-II One (1) CSA-II	7:45AM – 4:30PM After hours, holidays and weekends One (1) hour evening shift in off hours at time interval decided and directed by the Judiciary including weekend for “Kids First” program.
‘Ewa Courthouse	Two (2) CSA-II	7:45AM – 4:30PM
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
O‘ahu		

Kāneʻohe Courthouse	Two (2) CSA-II	7:45AM – 4:30PM
Wahiawa Courthouse	Two (2) CSA-II	7:45AM – 4:30PM
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
Maui		
Second Circuit Courthouse Hoapili Hale	One (1) CSA-I One (1) CSA-II One (1) CSA-II Two (2) CSA-II	7:15AM – 4:30PM 7:30AM – 4:30PM 7:30AM – 4:45PM 4:30PM – 5:30PM “Kids First”, second Wednesday of every month and is subject to change
Second Circuit Lahaina District Courthouse	One (1) CSA-II	8:00AM – 4:45PM
Second Circuit Adult Client Services Branch	Two (2) CSA-II	7:45AM – 4:30PM
Hawaiʻi		
Third Circuit Courthouse Hilo Hale Kaulike	One (1) CSA-I Four (4) CSA-II One (1) CSA-II	7:00AM – 4:30PM 7:00AM – 4:30PM After hours, holidays, and weekends.
Third Circuit Courthouse Kona Keahuolū	One (1) CSA-I Six (6) CSA-II	7:00AM – 4:30PM 7:00AM – 4:30PM
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
Hawaiʻi		
Third Circuit Courthouse Kona Keahuolū	One (1) CSA-II	After hours, holidays, and weekends.

South Kohala District Court Waimea	Two (2) CSA-II	7:30AM – 4:30PM
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<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
<u>Kauai</u>		
Fifth Circuit Courthouse Pu'uhonua Kaulike Building	One (1) CSA-I Three (3) CSA-II	6:15AM – 5:00PM 6:15AM – 5:00PM

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

Appendix 2
 Armed Security Guard (ASG) Site Requirements

<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
O'ahu		
Supreme Court Ali'iolani Hale	One (1) ASG* One (1) ASG-S*	7:45AM – 4:30PM 7:45AM – 4:30PM
Intermediate Court of Appeals Kapuaiwa Building		
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
O'ahu		
First Circuit Courthouse Ka'ahumanu Hale	Two (2) ASG* One (1) ASG-S*	7:45AM – 4:30PM 7:45AM – 4:30PM
First Circuit District Courthouse Kauikeaouli Hale	Two (2) ASG* One (1) ASG-S*	7:45AM – 4:30PM 7:45AM – 4:30PM
Kapolei Courthouse Ronald T.Y. Moon Judiciary Complex	One (1) ASG* One (1) ASG-S*	7:45AM – 4:30PM 7:45AM – 4:30PM
Youth Home Hale Hilinai		
'Ewa Courthouse		
Kāne'ohē Courthouse		
Wahiawa Courthouse		
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
Maui		
Second Circuit Courthouse Hoapili Hale	One (1) ASG* One (1) ASG-S*	7:30AM – 4:45PM 7:30AM – 4:45PM
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
Maui		

Second Circuit Lahaina District Courthouse		
Second Circuit Adult Client Services Branch		
<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
<u>Hawai'i</u>		
Third Circuit Courthouse Hilo Hale Kaulike	One (1) ASG* One (1) ASG-S*	7:00AM – 4:30PM 7:00AM – 4:30PM
Third Circuit Courthouse Kona Keahuolū	One (1) ASG* One (1) ASG-S*	7:00AM – 4:30PM 7:00AM – 4:30PM
South Kohala District Court Waimea		

<u>Designated Site</u>	<u>Security Personnel</u>	<u>Hours</u>
<u>Kauai</u>		
Fifth Circuit Courthouse Pu'uhonua Kaulike Building	One (1) ASG* One (1) ASG-S*	6:15AM – 5:00PM 6:15AM – 5:00PM

All ASG and ASG-S positions identified in Appendix 2 are subject to assignment, reassignment, positioning, and deployment at the direction of the Contract Administrator. Offeror shall not alter ASG or ASG-S post assignments, deployment locations, positioning, or post orders without prior written approval from the Contract Administrator, except in an emergency requiring immediate action, in which case Offeror shall notify the Contract Administrator as soon as practicable.

The Contract Administrator, in coordination with Judiciary leadership or designees and applicable external State and County partners, shall determine ASG and ASG-S positioning, post orders, deployment priorities, and any location-specific security requirements.

4.6 SUBCONTRACTORS

Offeror shall provide a list of any subcontractors who will be used to perform any portion of the services required herein. The list shall include each subcontractor's name, address, and contact person; a complete description of work to be subcontracted; and descriptive information

concerning subcontractor's organization and abilities.

The Contractor shall not delegate any duties listed in this RFP to any subcontractor other than those listed in the RFP unless the Judiciary gives written approval. The Judiciary reserves the right to approve in advance all proposed subcontractors for this project and to require the Contractor to replace any subcontractor found to be unacceptable. The Contractor will be the sole point of contact with regard to all the contractual matters, including payment for any and all charges resulting from the contract, and will be responsible for all services whether or not the Contractor performs them.

4.7 COST PROPOSAL

Offeror shall provide in detail the price structure that will be used to deliver all services described in Section Two of this RFP during a two-year period. All prices shall include all applicable costs and taxes including the Hawai'i General Excise Tax, if applicable. These charges shall also apply to any extension(s) to the contract.

4.8 CONFIDENTIAL, PROTECTED, OR PROPRIETARY INFORMATION

All confidential, protected, or proprietary information must be included in this section of the proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the Judiciary to the specific area of this protected Information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the Judiciary in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

4.9 OFFEROR TO BEAR ITS OWN COST

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP Process.

END OF SECTION

SECTION FIVE – EVALUATION CRITERIA AND CONTRACTOR SELECTION

5.1 EVALUATION OF PROPOSALS

An evaluation committee of at least three (3) qualified State employees approved by the Judiciary Head of Purchasing Agency, shall evaluate proposals for the contract. The evaluation will be based solely on Evaluation Criteria and the process described in this section

5.2 RIGHT TO WAIVE MINOR IRREGULARITIES

The Judiciary in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so, does not materially affect the procurement.

5.3 INITIAL REVIEW AND AWARD WITHOUT DISCUSSIONS

In the initial phase of the evaluation process, the Judiciary will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Judiciary reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

5.4 DISCUSSION WITH PRIORITY LISTED OFFERORS

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors. The Judiciary may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The Judiciary in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Schedule and Significant Dates. The Judiciary may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

5.5 BEST AND FINAL OFFERS

If deemed appropriate by the Judiciary in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the Judiciary through HiePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in the Evaluation Criteria.

5.6 AWARD OF CONTRACT

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous to the Judiciary, taking into consideration price and the other evaluation factors set forth in this request for proposals.

5.7 RESPONSIBILITY OF OFFEROR

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions Responsibility of Offerors.

5.8 EVALUATION CRITERIA

The following criteria shall be used in evaluating the Offerors:

Table 1 – Evaluation Criteria

Evaluation Category	Point Breakdown
Qualifications, Experience and Track Record of Firm and Staff	50
Human Resource and Personnel Management	45
Training and Management of Training Program	30
Offeror’s Ability to be Responsive and Service the Project	25
Offeror’s Ability to Fulfil the Scope of the Contract	75
Price Proposal & Reasonableness of Price & Services	50
Optional Additive Scope of Work	25
Total Possible Points	300

5.9 SCORING PROCESS

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria, as mentioned above. An in-depth analysis and review of all offers will be based on the criteria. The total number of points used to score this proposal shall be **500**.

Evaluators shall use a rating of 0 to 5 for each evaluation criteria. Rating is defined as follows:

- 0 – The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explained how the requirement(s) is met.
- 1- **Poor**. The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.
- 2- **Fair**. The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement

- 3- **Good.** The Proposal addresses the criterion well; meets the requirements. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- **Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- **Excellent.** The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or included additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the requirement(s) are met. No errors in technical writing.

The average of evaluator’s rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

Rate Achieved	X	Points Possible For That Criteria	= Points
Total Rating Available			

Example:

4 Very Good	X	25	= 20
5			

1 Poor	X	25	= 5
5			

5.10 NOTICE OF AWARD

After a final selection is made, the Judiciary will issue a notice of award(s) on its electronic procurement system (HlePRO).

5.11 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the source selection decision and contract award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section Protest Procedures for submitting a protest.

END OF SECTION

SECTION SIX – SPECIAL PROVISIONS

6.1 SCOPE

To provide for statewide security services for the Judiciary, State of Hawaii, as specified herein shall be in accordance with the provisions set forth in this Request for Proposal (RFP) document, attachments, and addenda.

6.2 TERM OF CONTRACT AND EXTENSION

The contract shall be for an initial period from on or about October 1, 2026 to June 30, 2029. Armed guard services shall begin on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended, without re-soliciting, for not more than three (3) additional twelve-month periods or any part thereof if mutually agreed upon in writing at least thirty (30) days prior to contract expiration. The Judiciary may terminate the contract at any time upon 30 calendar days' prior written notice.

6.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will **not** be conducted.

6.4 OFFERORS QUALIFICATIONS

6.4.1 Experience: The Offeror shall have had at least five (5) years of continuous experience immediately prior to the date of the submission in the management and operation of an armed security guard service actually engaged in providing these services to accounts under contract.

6.4.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of at least three (3) companies, for which the Offeror has provided services specified in this RFP. All references must have been serviced within the past three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. The Judiciary reserves the right to reject the offer submitted by any Offeror who has not performed the services as specified in this RFP and not performed services that are similar in nature to services required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory. For evaluation purposes, this Offerors who have not performed the services specified in this RFP, not performed similar services, or who have a past record of unsatisfactory performance shall be deemed non-responsible.

6.4.3 The Proposer shall maintain a local office within the State of Hawai'i. If the Proposer does not have a representative located on a specific island, the Proposer shall demonstrate the ability to travel to and provide services on the neighbor islands upon commencement of the contract. Compliance with this requirement shall be substantiated at the time of contract award in accordance with the instructions and requirements set forth in the Notice of Award.

6.4.4 The Proposer's supervisors shall have the minimum qualifications listed in the Specifications of this document at the time the contract begins. The Proposer shall substantiate compliance to this requirement by submission of a document for each of their supervisors at the time the contract begins. Names of the Proposer's supervisors shall be submitted as directed and outlined in the Notice of Award.

- 6.4.5** The Proposer shall comply with all the Personnel Qualification Requirements as prescribed in the Specifications for the Court Security Attendants, Armed Security Guards, Supervisors and their management at the time the contract begins.

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

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

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

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

Offerors shall submit their Standard Qualification Questionnaire for Offerors (Exhibit A) no later than the date and time indicated in Section 1.2, Schedule and Significant Dates, to:

Tritia.L.Cruz@courts.hawaii.gov

Offeror bears responsibility for transmission. Offerors who submit Questionnaire by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. Submitting 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.

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

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

6.5 RESPONSIBILITY OF OFFERORS

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes HRS § 103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

6.6 VENDOR COMPLIANCE – HAWAII COMPLIANCE EXPRESS (HCE)

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.hawaii.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.

6.6.1 Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the Judiciary as instructed below. All certificates must be valid on the date it is received by the Judiciary. Timely applications for all applicable clearances are the responsibility of the Offeror.

6.6.2 HRS Chapter 237 Tax Clearance Requirement for Award. Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green-certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>

6.6.3 HRS Chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DUR). The certificate is valid for six (6) months from the date of

issue. A photocopy of the certificate is acceptable to the State Procurement Office. The DUR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DUR website:
[.http://labor.hawaii.gov/forms](http://labor.hawaii.gov/forms)
/

6.6.4 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State the Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the State Procurement Office. To obtain the certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate. For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>

6.6.6 Timely Submission of Certificate. The above certificate 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, an offer otherwise responsive and responsible may not receive the award.

6.6.7 Verification of Compliance. Upon receipt of compliance documents, the Judiciary reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

6.6.8 Required Review Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Judiciary in writing prior to the deadline for written questions as stated in the Schedule and Significant Dates. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

6.6.9 Final Payment Requirements. Pursuant to HRS § 103-53, compliance documents through Hawaii Compliance Express or, submittal of tax clearance certificate will be required for final payment, if any.

6.7 Proposal Opening. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after the contract is signed by all parties.

All proposals and other material submitted by Offerors become the property of the Judiciary and may be returned only at the Judiciary's option.

6.8 Method of Award. Award may be made to one (1) or multiple Offerors. Award shall be made to the responsible Offeror(s) whose proposal is determined the most advantageous to the Judiciary, taking into consideration price and the other evaluation factors set forth in this request for proposals. This may result in a multiple award.

- 6.9 Performance Bond.** A performance bond is **not** required for this Request for Proposal.
- 6.10 Hawaii General Excise Tax License.** In accordance with Section 103-53.3, Hawaii Revised Statutes, Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on the Offer Form.
- 6.11 Proposal Guaranty.** A proposal guaranty is **not** required for this Request for Proposal.
- 6.12 Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Offerors are advised that if selected, they are liable for the Hawaii General Excise Tax (GET) on all gross income at the current rate. If, however, an Offeror is a person exempt by the HRS from paying the 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.
- 6.13 Confidentiality.** If an Offeror in good faith considers a portion of an Offer, or correspondence with the Judiciary, to contain confidential information, it shall follow the procedures set forth in Confidential, Protected, or Proprietary Information. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access. Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.
- Pursuant to HAR §3-122-58, the State will consult with the Staff Attorney regarding an Offeror's request for confidentiality of part of its Offer. The Staff Attorney shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The Judiciary shall communicate the Staff Attorney's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS§ 92F-42(1).
- 6.14 Redaction by the Judiciary.** If the Judiciary determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the Judiciary shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.
- 6.15 Protest Procedures.** Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Ms. Daylin-Rose H. Heather
Deputy Administrative Director of the Courts
South King Street, Room 206A
Honolulu, Hawaii 96813

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

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site.

6.16 Notice to Proceed. Unarmed and Armed guard services shall begin on the date specified on the Notice to Proceed.

6.17 Insurance Requirements. 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 \$10,000,000.00 per occurrence and \$10,000,000.00 aggregate

b) Automobile Insurance in the amount of \$10,000,000.00 bodily injury per person, \$10,000,000 bodily injury per accident, and \$10,000,000.00 property damage per accident. Automobile liability insurance covering owned, non-owned, leased, and hired vehicles. 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. The Contractor shall obtain worker's compensation in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawai'i Worker's Compensation insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for workers compensation is the HRS 386 statutory limit.

d) Professional Liability Insurance in the minimum amount of \$10,000,000 per occurrence and \$20,000,000 in the aggregates.

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

1. "The Judiciary is added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii."
2. "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".

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the Judiciary.

Prior to award, the Contractor agrees to deposit with the Judiciary certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the Judiciary during the entire term of the contract and contract extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the

Judiciary, Contractor shall be responsible for furnishing a copy of the policy or policies.

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

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

6.18 Subcontractors. Subcontractors may be used by the Contractor in performing portions of the services in this RFP. A list of all sub-contractors shall be attached which includes the firm name and address, contact person, a complete description of work to be subcontracted, and descriptive information concerning subcontractor's organization, staffing and abilities.

In addition, a statement from each subcontractor signed by an individual authorized to legally bind the subcontractor shall be attached to the Offeror's proposal. This statement shall include the subcontractor's scope of work, willingness to perform the work and the subcontractor's qualifications.

6.19 Contract Execution and Extension. Successful Offeror receiving the award shall be required to enter into a formal written contract. If the option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute an amendment to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination. All contract extensions are subject to the availability of funds.

The contract commencement date shall be specified in the Notice to Proceed. A proof of required insurance coverage and compliance documents or an HCE certificate must be submitted prior to execution of the contract.

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 the starting date.

At the time of the extension, the fee schedule for the extended period shall remain the same as the previous year's fee schedule or is negotiated as set forth in the Pricing Information and Adjustment provisions.

6.20 Pricing Information and Adjustments.

6.20.1 No price increase will be allowed during the initial duration of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

6.20.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

6.20.3 Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

- 6.21 Permits, Certificates, and Licenses.** The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.
- 6.22 Removal of Contractor's Employees.** The Judiciary shall have the right to request that Contractor's personnel be removed from all work on this project, and the Contractor shall comply with such request, effective immediately upon notification by the Judiciary. Any such request by the Judiciary shall include a written statement indicating why removal of personnel is warranted.
- 6.23 Amendment.** The contract may be amended by the Judiciary and the Contractor for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained therein, or to clarifying matters or questions arising under the contract as may be deemed necessary, provided that any such changes or modifications shall be in writing and signed by an authorized officer, employee, or representative of Contractor and the Judiciary.
- 6.24 Mistakes in Proposals.** Mistakes shall not be corrected after awarding of the contract.

When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.

If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal before award if the mistake is clearly evident on the face of the proposal but the intended correct offer is not, or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is when there is no effect on the price, quality, or quantity. If discussions are not held or if the best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound, or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on the price, quality or quantity.

- 6.25 Modification Prior to Submittal Deadline or Withdrawal of Offers.** The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s), or data entry of an Offer may be made prior to the deadline for submittal of offers.

6.26 Termination for Cause. Grounds for Termination. The Judiciary may, at its discretion, terminate the contract with the Contractor for any of the following reasons:

1. Contractor fails to begin the work on services under the contract or by the time specified;
2. Contractor fails to perform the work with sufficient workers, equipment, or materials to ensure prompt completion of the work;
3. Contractor performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, work or services that may be rejected as unacceptable;
4. Contractor discontinues the prosecution of the work or services;
5. Contractor breaches any term of the contract;
6. Contractor becomes insolvent or commits any act of bankruptcy or insolvency;
7. Contractor allows any final judgment to stand against it unsatisfied for a period of ten (10) days; and
8. Contractor makes an assignment for the benefit of creditors.

Should the Contractor, for any other cause whatsoever, fail to carry out the work or services in an acceptable manner, the Judiciary will give written 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 of termination, shall not proceed in accordance therewith, then the Judiciary will have full power and authority, without violating the contract, to take the prosecution of the work or service 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.

6.26.1 Termination for Lack of Funds.

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

If the contract calls for performance or payment in more than one fiscal year, the fiscal year being July 1 to June 30, the Judiciary Financial Services Director is permitted to certify only

that portion of the total funds required for the contract that is available since funds may not be allocated to satisfy the Judiciary's obligations for periodic payments in future fiscal periods. In such an event, the Judiciary will not be obligated to pay the net remainder of the agreed to consecutive periodic payments remaining unpaid beyond the end of the current fiscal year, and availability of funds in excess of the amount certified as available shall be contingent upon future appropriations

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

- 6.27 Cancellation of Solicitation and Rejection of Offers.** The solicitation maybe canceled or the offers may be rejected, in whole or in part, when in the best interest of the Judiciary, as provided in Rules 3-122-95 through 3-122-97, Hawaii Administrative Rules.
- 6.28 Conflicts and Variations.** In the event of any conflict or variation between the provisions of this document entitled *Special Provision* and the *General Conditions*, the provisions of the document entitled *Special Provisions* shall control. In the event of any conflict or variation between the provisions of this document entitled *Special Provisions* and the *Scope of Work*, the provisions of the document entitled *Scope of Work* shall control.

END OF SECTION

SECTION 7 – CONTRACT MANAGEMENT

7.1 Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion, and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract, and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

7.2 Post-Award Communications: Contract Administrator

The Contract Administrator identified below is the single point of contact (POC) post-award. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawaii, Judiciary is:

Mr. Timothy Kozak
Special Assistant for Judiciary Security
Email: Timothy.A.Kozak@courts.hawaii.gov
Phone: (808) 539-4970

END OF SECTION

SECTION EIGHT - SOLICITATION INFORMATION

8.1 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Judiciary in accordance with the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

8.2 ELECTRONIC PROCUREMENT

The Judiciary has established the Hawaii State eProcurement (HiePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HiePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HiePRO Vendor Registration and then Vendor Registration Guide.

The Judiciary will use HiePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the Judiciary through HiePRO, including additions or changes with respect to the dates in Schedule and Significant Dates. The Judiciary is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HiePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

HiePRO Special Instructions. Offeror shall review all special instructions located in HiePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HiePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

8.3 RFP ADDENDA

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed through formal written addenda issued by the Judiciary.

The Judiciary accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HiePRO) to obtain RFP addenda or other information relating to the RFP.

8.4 QUESTIONS REGARDING RFP CONTENTS

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions regarding this solicitation through HiePRO on or before the deadline indicated in Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The Judiciary will respond by the response date specified in Schedule and Significant Dates. The Judiciary may issue Addenda in response to written questions received regarding the RFP.

8.5 ELECTRONIC SUBMISSION OF QUESTIONS

All questions must be submitted through the Hawaii State eProcurement System (HIePRO). Questions must be submitted by the question deadline date and time shown in Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HIePRO) site as noted in Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

8.6 CANCELLATION OF PROCUREMENT AND PROPOSAL REJECTION

The Judiciary reserves the right to cancel this RFP and to reject any and all proposals in whole or in part and waive any defects when it is determined to be in the best interest of the Judiciary, pursuant to HAR §3-122-96 thru HAR §3-122-97.

8.7 FIRM OFFERS

Responses to this RFP, including proposed prices and/or fees will be considered firm for 120 days from the proposal due date.

8.8 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Judiciary may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the Judiciary may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Judiciary. The Judiciary may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

8.9 OWNERSHIP OF DISPOSITION OF PROPOSALS AND OTHER MATERIALS SUBMITTED

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The Judiciary shall not reimburse such costs. All proposals become the property of the State of Hawaii.

8.10 ADDITIONAL INFORMATION

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the Judiciary's request unless the Judiciary specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the Judiciary reserves the right to reject and or dismiss the Offeror from the RFP Process.

8.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII

A mandatory .75% (.0075) transaction fee is charged to the awarded Contractor(s) based on the awarded amount. HiePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii. NIC Hawaii shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. NIC Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HiePRO system.

END OF SECTION

SECTION NINE – OFFER FORM
9.1 OFFER FORM
REQUEST FOR PROPOSALS NO. J27084
TO DEVELOP AND DEPLOY A DIGITAL INTELLIGENCE, INVESTIGATION,
ANALYSIS, AND LOCATION/HAZARD/INCIDENT MONITORING SERVICES PROGRAM
F O R THE JUDICIARY, STATE OF HAWAII

Offeror: _____

Honolulu, Hawaii

_____, 2026

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

Dear Financial Services Director:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated October 2023 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. 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, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

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

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

Business address: _____

City, State, Zip Code: _____

Payment address (other than street address above): _____

Date: _____

Respectfully submitted,

Phone No.: _____

(x) _____

Authorized (Original) Signature

Fax No.: _____

Name and Title (Please Type or Print)

Email Address: _____

* _____

* **Exact Legal Name of Company (Offeror)**

* 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.

WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J27084

Project Description: TO PROVIDE FOR STATEWIDE SECURITY SERVICES FOR THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.

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.

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 wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

9.2 – DESCRIPTION OF COMPANY

Name of Company: _____

Contact Person for this Proposal: _____

Address: _____

Telephone No.: _____

FAX No.: _____

Email Address: _____

Offeror may either complete the following information on this form or provide the information as a separate attachment.

Company background:

Organization and staffing that will be assigned to this contract:

Previous work conducted by this company:

OFFEROR: _____

9.3 – PROJECT PERSONNEL

Identify staff that will be assigned to this contract for the various services that are being requested (information can be completed on this form or used as part of your proposal packet). Attach additional pages as needed.

Name/Title: _____

Years of Experience: _____

Qualifications:

Name/Title: _____

Years of Experience: _____

Qualifications:

Name/Title: _____

Years of Experience: _____

Qualifications:

Name/Title: _____

Years of Experience: _____

Qualifications:

OFFEROR: _____

Name/Title: _____

Years of Experience: _____

Qualifications:

Name/Title: _____

Years of Experience: _____

Qualifications:

Name/Title: _____

Years of Experience: _____

Qualifications:

Name/Title: _____

Years of Experience: _____

Qualifications:

OFFEROR: _____

9.4 – OFFEROR’S SUBCONTRACTOR INFORMATION

If subcontractor(s) will be used, provide the following information regarding each subcontractor. Attach additional pages as needed:

Subcontractor 1:

Company Name: _____

Address: _____

Contact Person: _____ Phone No.: _____

Description of work to be subcontracted:

Description of subcontractor’s organization, staffing and abilities:
(You must also complete the Statement of Qualification for all subcontractor’s employees that may be assigned to this RFP)

OFFEROR: _____

Subcontractor 2:

Company Name: _____

Address: _____

Contact Person: _____ Phone No.: _____

Description of work to be subcontracted:

Description of subcontractor's organization, staffing and abilities:
(You must also complete the Statement of Qualification for all subcontractor's employees that may be assigned to this RFP)

(Please use additional sheets if more subcontractors are to be used)

OFFEROR: _____

9.5 – CLIENT 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 services that are similar in nature to services specified in this Request for Proposal. Refer to References section of the RFP.

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

9.6 – PRICING

Describe in detail the price structure that will be used to deliver all services described in Section Three of this RFP during the initial two-year period. Pricing structure shall be broken down by yearly cost. All prices shall include all applicable costs and taxes including the Hawai`i General Excise Tax, if applicable.

The RFP J27084 Pricing Sheet shall be utilized and submitted through HIePRO.

9.7 – INSURANCE

Offeror shall provide the following information:

Commercial General Liability Insurance

Name of Company: _____

Policy Number: _____

Policy Period: _____

Coverage Amount: _____

Contractor's License Number: _____

Automobile Insurance

Name of Company: _____

Policy Number: _____

Policy Period: _____

Coverage Amount: _____

Contractor's License Number: _____

Professional Liability Insurance

Name of Company: _____

Policy Number: _____

Policy Period: _____

Coverage Amount: _____

Contractor's License Number: _____

9.8 LICENSE

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

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

License

Agency Name: _____

License Type: _____

License Number: _____

License Status: _____

Issue Date: _____

Expiration Date: _____

Principle Guard (responsible licensee) _____

Business Address: _____

ATTACHMENTS

STATE OF HAWAII
STANDARD
QUALIFICATION QUESTIONNAIRE
FOR
OFFERORS

issued by the

PROCUREMENT POLICY BOARD

STATE OF HAWAII

June 16, 2003

**To be filed with the procurement officer calling for offers
in accordance with Section 103D-310, HRS, as amended.**

Submitted By _____

Address _____

Date _____

STANDARD QUALIFICATION QUESTIONNAIRE

COVERING EXPERIENCE, EQUIPMENT AND FINANCIAL STATEMENT OF OFFERORS. THE OFFICER CALLING FOR OFFERS MAY REQUIRE THE OFFEROR TO FURNISH ADDITIONAL INFORMATION NOT SPECIFICALLY COVERED HEREIN. ALL ITEMS MUST BE ANSWERED AND OMISSIONS MAY BE CONSIDERED GOOD CAUSE FOR UNFAVORABLE CONSIDERATION.

GENERAL INFORMATION

1. The statements contained in this Questionnaire are being furnished for consideration in submitting an offer for the following project:

(a) Project Title _____

(b) Location _____

(c) Bid Opening Date _____

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror _____

- D A Corporation
- D A Partnership
- D An Individual
- D A Joint-Venture

(b) Address _____

(c) Telephone No. _____

(d) Date Submitted _____

3. If the bid is submitted by a joint venture, composed of two or more individual firms, then each member firm comprising the joint venture must submit all information listed on pages 3 through 16, inclusive, of the Questionnaire and, in addition, answer the following:

(a) Members of joint Venture _____

(b) Date of Joint Venture Agreement _____

(c) Is agreement between members comprising the joint venture joint and several liability? _____
If not, state the terms of agreement in this respect: _____

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore _____

6. Has any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his own name? _____ If so, state name of individual, name of Owner and reason therefore.

7. In what other lines of business are you financially interested? _____

8. For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer? _

9. For what counties within the State of Hawaii have you performed work and to whom do you refer?

10. For what Bureaus or Departments of the State government have you performed work and to whom do you refer?

11. Have you performed work for the U. S. Government? _____

If so, when and to whom do you refer?

12. Have you ever performed any work for any other governmental agencies outside the State of Hawaii? _____ If so, when and to whom do you refer?

13. What is the [construction] experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Work Experience	Magnitude and Type of Work	In What Capacity?

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost

12. How and when will you pay for the equipment to be purchased? _____

13. Do you propose to rent any equipment for this work? _____ If so, state type, quantity and reasons for renting _____

FINANCIAL STATEMENT

Submitted by _____

D A Corporation
D A Partnership
D An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

BALANCE SHEET

As of _____, 20____

Assets

Current assets:

Cash and cash equivalents (1)	\$ _____
Short-term investments (2)	_____
Accounts receivable, net (3)	_____
Inventories (4)	_____
Costs and estimated earnings in excess of billings on uncompleted contracts (5)	_____
Prepaid expenses and other (6)	_____
Sub-Total Current Assets	_____

Property and equipment:

Land (7)	_____
Buildings (8)	_____
Vehicles, machinery and equipment (9)	_____
Furniture and fixtures (10)	_____
Less accumulated depreciation	(_____)
Sub-Total Net Property and Equipment	_____

Other assets:

Cash surrender value of life insurance policies (11)	_____
Deposits and other (12)	_____
Sub-Total Other Assets	_____

Total Assets: \$ _____

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:

Current portion of long-term debt (1)	\$ _____
Accounts payable (2)	_____
Billings in excess of costs and estimated earnings on uncompleted contracts (3)	_____
Accrued liabilities and other (4)	_____
Sub-Total Current Liabilities	_____

Long-term debt, net of current portion (5) _____

 Sub-Total Liabilities & Long-term Debt: \$ _____

Stockholder's equity:

Capital stock (6)	_____
Additional paid-in capital (7)	_____
Retained earnings	_____
Treasury stock (8)	(_____)
Sub-Total Stockholder's Equity	\$ _____

 Total Liabilities and Stockholder's Equity \$ _____

DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

<u>Financial Institution</u>	<u>Type of Account</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
		\$ _____

(2) Short-term investments:

<u>Type of Security</u>	<u>Cost</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Estimated Fair Value</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____	\$ _____

(3) Accounts receivable (list major debtors):

Completed contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Amount Receivable</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
		\$ _____	\$ _____	\$ _____

Other than completed contracts

<u>Name</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount Receivable</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	Less allowance for doubtful accounts		(_____)
			\$ _____

(4) Inventories

<u>Description</u>	<u>Cost</u>	<u>Market Value</u>	<u>Lower of Cost or Market Value</u>
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____

DETAILS RELATIVE TO ASSETS (Continued)

(5) Costs and estimated earnings in excess of billings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Costs and Earnings in Excess of</u>
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____

(6) Prepaid expenses and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

(7) Land

<u>Description</u>	<u>Location</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
		\$ _____

(8) Buildings

<u>Description</u>	<u>Location</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
		\$ _____

(9) Vehicles, machinery and equipment

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

(10) Furniture and fixtures

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of life insurance policies

<u>Key Employee</u>	<u>Insurance Company</u>	<u>Policy Amount</u>	<u>Paid-Up Additional Insurance</u>	<u>CSV Amount</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Less loans payable		_____	_____	(_____)
		\$ _____	\$ _____	\$ _____

(12) Deposits and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

(1) Current portion of long-term debt (maturing within 12 months)

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$ _____

				\$ _____

(2) Accounts payable (list major creditors)

<u>Name</u>	<u>Past Due Amount</u>	<u>Amount</u>
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
_____	\$ _____	\$ _____

(3) Billings in excess of costs and estimated earnings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Billings in excess of costs and Estimated Earnings</u>
_____	_____	_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____	\$ _____	\$ _____

(4) Accrued liabilities and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	\$ _____

(5) Long-term debt, net of current portion

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$ _____

				\$ _____

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY (Continued)

(6) Capital stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares Authorized</u>	<u>No. of Shares Issued and Outstanding</u>	<u>Par Value</u>	<u>Amount</u>
					\$ _____

					\$ _____

(7) Additional paid-in capital

<u>Description</u>	<u>Amount</u>
	\$ _____

	\$ _____

(8) Treasury stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares</u>	<u>Cost</u>
			\$ _____

			\$ _____

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended _____, 20____ and 20____

	20____	20____
	_____	_____
Contract revenues	\$ _____	\$ _____
Costs of contracts	_____	_____
Gross income from contracts		
General and administrative expenses	_____	_____
Income from operations		
Other income (expense)	_____	_____
Income before income taxes		
Income taxes	_____	_____
Net income		
Retained earnings, beginning of the year	_____	_____
Retained earnings, end of the year	\$ _____	\$ _____

If a corporation, answer this: Capital paid in cash, \$ _____ When Incorporated _____ In what State _____ Date registered in Hawaii _____ President's name _____ Vice-President's name _____ Secretary's name _____ Treasurer's name _____	If a partnership, answer this: Date of organization _____ Date registered in Hawaii _____ State whether partnership is general or limited _____ <table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">Name and address of partners:</th> <th style="width: 20%;">Age</th> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Name and address of partners:	Age	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Name and address of partners:	Age												
_____	_____												
_____	_____												
_____	_____												
_____	_____												
_____	_____												

The undersigned hereby declares: that the foregoing is a true statement of the financial condition of the individual, partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the offeror a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official, and affix corporate seal.

Affidavit for Individual

STATE OF HAWAII
 COUNTY OF _____

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____ (Applicant must also sign here)

 Notary Public

Affidavit for Partnership

STATE OF HAWAII
 COUNTY OF _____

_____ being duly sworn, deposes and says that he is a member of the firm of _____; and that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____ (Members of firm must also sign here)

 Notary Public

Affidavit for Corporation

STATE OF HAWAII
 COUNTY OF _____

_____ being duly sworn, deposes and says that he is _____ of the _____, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____ (Officer must also sign here)

 Notary Public

Exhibit B
List of Required Training
and Certifications

Item	Training/Qualification	Frequency	Provider	Section Reference
1	Basic Training - CSA and ASG	One – Time	Contractor	3.11
2	Firearms Training	Initial/Semi-Annual	Contractor	3.11 B6 3.11 B7
3	Firearms Training (Transitional)	When applicable	Contractor	3.11 B8
4	Firearms Training (Platform)	When applicable	Contractor	3.11 B9
6	Firearms Qualification	Initial/Semi-Annual	Contractor	3.11 B7
7	Firearms Certification (Transitional)	When applicable	Contractor	3.11 B8
8	Firearms Certification (Platform)	When applicable	Contractor	3.11 B9
9	Intermediate Weapons	Initial/Annual	Contractor	3.11 B10
10	AED, CPR, & First Aid	AHA/ARC standards	Contractor	3.11
11	Handcuff Training	Initial/Annual	Contractor	3.11 B11
12	De-Escalation Training	Initial/Annual	Contractor	3.11 B12
13	Active Threat Awareness Certification	Initial/Annual	Contractor	3.11.B5b Exhibit E
14	Refresher Training (36-hr)	Every 3-years	Contractor	3.11 B3
15	Orientation Briefing	One - Time	Judiciary	3.12 A
16	Other Special Training	When applicable	As determined	3.12 B

Lautenberg Amendment Certification (Exhibit C)

FACT SHEET

On September 30, 1996, Title 18, United States Code, Section 922 (g)(9), was signed into law. This legislation makes it illegal for anyone who has been convicted of a misdemeanor crime of domestic violence to possess, receive, ship or transport any firearm or ammunition. This law applies without exception to any person who has ever been convicted of a misdemeanor crime of domestic violence within the meaning of the statute. The inability of an individual to lawfully possess a firearm disqualifies that person from any position authorizing firearm privileges.

The position for which you have applied authorizes firearm privileges. Therefore, in order to determine your qualifications for this position, you must complete a certification form. Please carefully review the statute and all of the following information before responding to the inquiry.

QUALIFICATION INQUIRY – Prospective New Armed Security Guard (ASG)

For new applicants, you must complete the Lautenberg Certification Form and return it following instructions provided. In completing the form, you are advised that:

- The purpose is to obtain information regarding your qualification to possess or receive firearms or ammunition.
- You must complete and return the form in a timely manner to receive consideration for the position to which you are applying. If you fail to complete and/or return the form in a timely manner you will automatically be deemed not qualified.

REQUALIFICATION INQUIRY – Current Armed Security Guard (ASG)

Current ASG must complete the Lautenberg Certification Form annually, when provided by your supervisor at the time of their performance review.

THE LAW

The Lautenberg Amendment to Title 18, U.S.C., Section 922 (g) provides:

(g) It shall be unlawful for any person –

- (9) who has been convicted in any court of a misdemeanor crime of domestic violence, to ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce.

As defined in 18 U.S.C. Section 921 (a)(33), a “misdemeanor crime of domestic violence” means an offense that:

- (i) is a misdemeanor under Federal or State law; and
- (ii) has, as an element, the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, parent, or guardian or by a person similarly situated to a spouse, parent, or guardian of the victim.

Section 921(a)(33) further provides:

(B)(i) A person shall not be considered to have been convicted of such an offense for purpose of this chapter, unless—

- (I) the person was represented by counsel in the case, or knowingly and intelligently waived the right to counsel in the case; and
- (II) in the case of a prosecution for an offense described in this paragraph for which a person was entitled to a jury trial in the jurisdiction in which the case was tried either:
 - (aa) the case was tried by a jury, or
 - (bb) the person knowingly and intelligently waived the right to have the case tried by a jury, by guilty plea or otherwise.

(B)(ii) A person shall not be considered to have been convicted of such an offense for purposes of this chapter if the conviction has been expunged or set aside, or is an offense for which the person has been pardoned or has had civil rights restored (if the law of the applicable jurisdiction provides for the loss of civil rights under such an offense) unless the pardon, expungement or restoration of civil rights expressly provides that the person may not ship, transport, possess, or receive firearms.

Exhibit D

Lautenberg Amendment Certification

CONTRACTOR EMPLOYEE INFORMATION					
Name					
	<i>Last</i>	<i>First</i>	<i>Middle</i>		
Contractor		Contract #			
PART I: INQUIRY		Yes	No	Initial	Date
Have you ever been convicted of a misdemeanor crime of domestic violence within the meaning of the statute?					
If you answered "No", skip to PART II of the form. If you answered "Yes", review the attached information on the Lautenberg Amendment and then provide the information requested below and complete PART II of the form.					
Court/Jurisdiction					
Docket/Case Number					
Statute/Charge					
Date Sentenced					
PART II: CERTIFICATION					
I hereby certify that, to the best of my knowledge and belief, all of the information provided by me is true, correct, and complete, and made in good faith. I understand that a false statement on any part of this inquiry may be grounds for not hiring me or for firing me after I begin work. False or fraudulent information provided herein is also criminally punishable pursuant to federal law, including 18 U.S.C. 1001; and state law, including HRS § 710-1080.					
Signature					
Date		Social Security Number			

Privacy Statement

Authority and Purpose: The Judiciary is collecting this information to assess your eligibility to possess or receive firearms or ammunition as an Armed Security Guard (ASG). Collection of this information is necessary to ensure the Judiciary complies with 18 U.S.C. § 922(g)(9), which prohibits individuals convicted in any court of a misdemeanor crime of domestic violence from possessing a firearm or ammunition that has been shipped or transported in interstate or foreign commerce. The last four digits of your Social Security Number are requested in order to identify you and ensure that this form is maintained in the correct personnel file. The authority for collection of this information is 18 U.S.C. § 922.

Disclosure: Furnishing this information is mandatory. For current Armed Security Guards, failure to provide this information will result in loss of eligibility to carry a firearm and may result in disciplinary action up to and including removal from an Armed Security Guard position.

Exhibit E
ANNUAL ACTIVE THREAT AWARENESS CERTIFICATION

CONTRACTOR EMPLOYEE INFORMATION			
Name			
	<i>Last</i>	<i>First</i>	<i>Middle</i>
Contractor	Contract #		

Responding to an Active Shooter Situation
<p>A. Active Shooter - An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims. Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victim</p> <p>B. ASG Active Shooter Response - The ASG post orders provide specific procedures for responding to an Active Shooter situation. ASG <u>will not</u> serve as part of the Tactical Contact or Rescue team and will comply with all direction given by the appropriate Federal or State law enforcement authority.</p> <p>C. ASG Actions</p> <ol style="list-style-type: none"> 1. Immediately notify 9-1-1 of an active shooter situation. 2. Follow the emergency notification instructions in post orders. 3. Relay the following information, if known: <ol style="list-style-type: none"> a. Suspect location b. Suspect description c. Weapons used/carried d. Description of any device carried or used e. Suspect direction of travel f. Number and location of casualties and assistance needed Number of friendly by-standers secured at your location. 4. ASG will maintain assigned posts as long as it is tactically feasible to do so. 5. Direct the building occupants in accordance with the Occupant Emergency Plan. 6. Secure all entrances. 7. ASG will defend self and others as necessary in compliance with their contractually required use of force training. 8. If the shooter is outside, do not let the tenants and visitors go outside of the facility. 9. Stay out of the view of the doors and windows. 10. Turn off the lights and close the shades/ curtains, if possible. 11. Stay put until you receive the "ALL CLEAR" signal from recognized law enforcement. 12. Do not impede law enforcement personnel and follow their directions accordingly.

ASG CERTIFICATION			
<p>I hereby certify that I have read the above situational awareness information and understand my roles and responsibilities during an active threat situation. I also understand that if I required clarification of my active threat responsibilities that I will contact my supervisor, company instructor, and the Judiciary.</p>			
Printed Name		Signature	
Date		ASG ID (last four SSN)	

Exhibit F – Security Contractor Uniform and Equipment Approval Form

CSA Uniform Approval

Approved Yes No

Approved by

Date

ASG Uniform Approval

Approved Yes No

Approved by

Date

ASG Firearm Approval

Approved Yes No

Approved by

Date

ASG Intermediate Weapon Approval

Approved Yes No

Approved by

Date

ASG Ballistic Vest Approval

Approved Yes No

Approved by

Date



ASG Handcuff Approval

Approved Yes No

Approved by _____

Date _____

PRICING SHEET - SECURITY GUARD SERVICES
RFP J27084

Offeror Name: _____

All rates proposed shall be inclusive of all taxes and applicable costs necessary to provide the required services set forth in the RFP. Estimated Security Attendant and Armed Security Guard services may be found in Appendix 1 and Appendix 2 in Section Four.

SECURITY PERSONNEL	HOURLY UNIT RATE
Court Security Attendant I	
Court Security Attendant II	
Armed Security Guards	
Armed Security Guard Supervisors	

NOTES:

1. The hourly unit rate, inclusive of all taxes and applicable costs, shall be entered in the respective HlePRO line item.
2. The Pricing Sheet – Security Guard Services, shall be submitted with the proposal through HlePRO.

GENERAL CONDITIONS
GOVERNING CONTRACTS WITH THE JUDICIARY,
STATE OF HAWAI‘I FOR GOODS AND SERVICES
OCTOBER 2023

Table of Contents

1. Administration of Contract by “the Judiciary.” 1

2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities...... 1

3. Personnel Requirements...... 2

4. Nondiscrimination...... 2

5. Subcontracts, Assignments, and Successors in Interest...... 3

6. Conflicts of Interest...... 3

7. Change Orders 3

8. Contract Modifications. 4

9. Price Adjustment...... 5

10. Audit of Cost or Pricing Data. 6

11. Claims Based on Judiciary's Actions or Omissions...... 6

12. Stop Work Order...... 6

13. Termination for Default. 7

14. Termination for Convenience. 8

15. Termination for Lack of Funds...... 9

16. Contractor's Obligations in the Event of Termination. 10

17. Indemnification and Defense. 11

18. <u>Compliance with Laws.</u>	11
19. <u>Liquidated Damages.</u>	11
20. <u>Judiciary's Right of Offset.</u>	11
21. <u>Disputes.</u>	11
22. <u>Confidentiality of Material.</u>	12
23. <u>Protection of Personal Information.</u>	12
24. <u>Ownership Rights and Copyright.</u>	13
25. <u>Patented Article.</u>	13
26. <u>Publicity.</u>	13
27. <u>Liens and Warranties.</u>	13
28. <u>Travel Costs and Expenses.</u>	13
29. <u>Payment Procedures; Final Payment; Tax Clearance.</u>	14
30. <u>Campaign Contributions.</u>	15
31. <u>Federal Funds.</u>	15
32. <u>Records Retention.</u>	16
33. <u>Governing Law.</u>	16
34. <u>Notices.</u>	16
35. <u>Severability.</u>	16
36. <u>Waiver.</u>	16
37. <u>Remedies Clause.</u>	16

GENERAL CONDITIONS
GOVERNING AGREEMENTS WITH THE JUDICIARY,
STATE OF HAWAI'I, FOR GOODS AND SERVICES

1. Administration of Contract by “the Judiciary.” The Administrative Director of the Courts or designee (hereinafter “Judiciary”) shall coordinate all services to be performed under the contract, and decide all questions which may arise as to: performance of this contract; interpretation of any term, condition, or provision of the contract; applicability and interpretation of any law or rule that may affect performance under the contract; and compensation. Any questions regarding performance of the contract shall be directed to the Judiciary for resolution.

2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - 2.1 In the performance of services required under this contract, Contractor is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this contract; however, Judiciary shall have a general right to inspect work and services in progress to determine whether, in Judiciary’s opinion, the work and services are being performed by Contractor in compliance with this contract. Unless otherwise provided by special provision, it is understood that Judiciary does not agree to use Contractor exclusively, and that Contractor is free to contract its services to other individuals or entities while under contract with Judiciary.
 - 2.2 Contractor and Contractor's employees and agents are not by reason of this contract, agents or employees of Judiciary for any purpose, and neither Contractor nor Contractor's employees and agents shall be entitled to claim or receive from Judiciary any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to Judiciary employees.
 - 2.3 Contractor shall be responsible for the accuracy, completeness, and adequacy of its performance under this contract. Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to Contractor's employees and agents, and to any individual not a party to this contract, for all loss, damage, or injury caused by Contractor, or Contractor’s employees or agents in the course of their employment or agency.
 - 2.4 Contractor shall pay all applicable federal, state, and county taxes and fees which may become due and owing by Contractor by reason of this contract, including but

not limited to (i) income taxes, (ii) employment-related fees, assessments, and taxes, (iii) general excise taxes and (iv) use taxes.

2.5 Contractor shall obtain and keep in force all licenses, permits, and certificates required by reason of this contract.

2.6 Pursuant to Hawai'i Revised Statutes (HRS) § 103D-310(c), Contractor shall submit a Hawai'i Compliance Express Certificate to verify compliance with all laws governing entities doing business in the State of Hawai'i, including HRS chapter 237 (general excise tax), employee-related insurance coverage for Contractor and Contractor's employees, and a certificate of good standing from the Department of Commerce and Consumer Affairs.

3. Personnel Requirements.

3.1 Contractor shall secure, at Contractor's expense, all personnel required to perform the services within the scope of this contract.

3.2 Contractor shall ensure that Contractor's employees or agents are experienced and fully qualified to engage in the activities and services required under this contract. Contractor and Contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal, state, or county law, and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity.

4. Nondiscrimination. Persons performing work under this contract, including Contractor's employees, agents, or subcontractors, shall not violate any federal, state, or county anti-discrimination law, including but not limited to:

(a) Chapter 378, HRS (prohibits employment discrimination based on race, sex, sexual orientation, age, religion, color, ancestry, disability, marital status, ~~or~~ arrest and court record, reproductive health decision, or domestic or sexual violence victim status);

(b) Title VII of the Civil Rights Act of 1964 (Title VII) (prohibits employment discrimination based on race, color, religion, sex, or national origin);

(c) The Equal Pay Act of 1963 (EPA) (protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination);

(d) The Age Discrimination in Employment Act of 1967 (ADEA) (protects individuals who are 40 years of age or older); and

- (e) Title I of the Americans with Disabilities Act of 1990 (ADA) (prohibits employment discrimination against qualified individuals with disabilities in the private and public sectors).

- 5. Subcontracts, Assignments, and Successors in Interest. Contractor shall not assign or subcontract any of Contractor's duties, obligations, or interests under this Agreement without Judiciary's prior written consent. No assignment shall be effective for procurements of \$25,000 or more unless Contractor's assignee submits to a Hawai'i Compliance Express certificate. No assignment by Contractor of its right to compensation under this contract shall be effective unless and until the assignment is approved by Judiciary.

When in the best interest of Judiciary, a successor in interest may be recognized in an assignment agreement in which Judiciary, Contractor and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (a) The Assignee assumes all of Contractor's obligations;
- (b) Contractor remains liable for all obligations under this contract and waives all rights under this contract against Judiciary upon the effective date of the assignment; and
- (c) Contractor continues to furnish, and the Assignee also furnishes, all required bonds.

- 6. Conflicts of Interest. Contractor represents that neither Contractor, nor any employee, subcontractor, agent, or immediate family member of Contractor, presently has any direct or indirect "financial" or "controlling interest," as those terms are defined in section 84-3, HRS, that would or might conflict in any manner with respect to Contractor's performance under this contract. Furthermore, no such interest shall be acquired while Contractor is a party to this contract.

- 7. Change Orders

- 7.1 At any time, the Judiciary may unilaterally, and without notice to any surety, issue a written order to Contractor for:

- (a) Changes in the work within the scope of the contract; and
- (b) Changes in the time of performance of the contract that do not alter the scope of the contract work.

- 7.2 If any change order increases or decreases Contractor's cost of, or the time required for, performance of any part of the work under this contract, the contract

shall be modified to reflect such changes. Price adjustments shall be made in accordance with Section 9 of these General Conditions.

- 7.3 Failure of the parties to agree to an adjustment shall not excuse Contractor from proceeding with the Change Order, provided that the Judiciary shall make adjustments in payment or time as it deems reasonable.
- 7.4 If Contractor disagrees with the contract price or time provided in a change order, Contractor must file a written claim within ten (10) days after receipt of a written change order, unless the filing period is extended by the Judiciary in writing. A timely filed written claim is a condition precedent to asserting a claim. No claim by Contractor for an adjustment shall be allowed if the claim is not received prior to final payment under this contract.

8. Contract Modifications.

- 8.1 In writing. No modification, alteration, amendment, change, or extension of any term, provision, or condition of this contract shall be made without written amendment to this contract, signed by both Contractor and Judiciary.
- 8.2 Change of name. If Contractor desires to change the name in which it holds this contract with Judiciary, Judiciary, upon receipt of an acceptable document indicating the change of name (for example, a certified file-marked copy of an amendment to Contractor's articles of incorporation), shall enter into an amendment to this contract with Contractor to effect this change of name. The amendment to this contract changing the Contractor's name shall specifically indicate that no other terms and conditions of this contract are thereby changed and that the bond, if any, will remain in effect under the changed name. Further, such amendment must be approved by the surety company that issued the bond.
- 8.3 Adjustments of price or time for performance. If agreed-upon modifications to the contract increase or decrease Contractor's cost of, or the time required for, performance of any of the work under this contract, an adjustment shall be made and the contract shall be modified in writing to reflect that adjustment. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract (see Section 9 below) or as negotiated between Judiciary and Contractor.
- 8.4 Adjustments of price due to budget reductions. In the event that the Judiciary sustains reductions to its budget during the term of the contract, Judiciary may decrease the amount of compensation to be paid to Contractor. The contract shall be modified in writing to reflect the change in compensation.

8.5 Claim barred after final payment. No claim by Contractor for an adjustment under the contract shall be considered unless a written agreement of modification was made prior to final payment under this contract.

8.6 Tax clearance. If modification, alteration, amendment, or change causes the contract price to exceed \$25,000, Judiciary may, at its discretion, require Contractor to submit, at the time it requests modification, alteration, amendment, change, or extension of any term, provision, or condition of this contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, showing that all tax returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under the tax laws of the State of Hawai'i and the Internal Revenue Code have been paid, or a Hawai'i Compliance Express certificate.

9. Price Adjustment.

9.1 Price adjustment. Any adjustment in the contract price pursuant to a provision in this contract shall be made in one or more of the following ways:

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance;
- (b) By unit prices specified in this contract or subsequently agreed upon before commencement of the pertinent performance;
- (c) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in this contract or subsequently agreed upon before commencement of the pertinent performance;
- (d) In such other manner as the parties may mutually agree before commencement of the pertinent performance;
- (e) In the absence of agreement by the parties, adjustments shall be computed by a unilateral determination by the Judiciary of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, as computed by the Judiciary in accordance with generally accepted accounting principles and applicable sections of the Hawai'i Administrative Rules (HAR) chapters 3-123 and 3-126.

9.2. Submission of cost or pricing data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of subchapter 15, chapter 3-122, HAR.

10. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the Judiciary may require an audit of cost or pricing data.
11. Claims Based on Judiciary's Actions or Omissions
 - 11.1 If any action on the part of Judiciary requiring performance changes within the scope of the contract is the basis for a claim by Contractor for additional compensation, damages or an extension of time for completion, Contractor shall continue with performance of the contract. Contractor's continued performance shall not prejudice any claim for additional compensation, damages, or an extension of time for completion on condition that Contractor complies with the following notice requirements:
 - (a) Contractor gives written notice to the Judiciary prior to the commencement of the work involved, if at that time, Contractor knows of the occurrence of the action or omission;
 - (b) Contractor gives written notice to the Judiciary within thirty (30) days after Contractor knows of the occurrence of the action or omission, if Contractor did not have knowledge prior to the commencement of the work; or
 - (c) Contractor gives written notice to the Judiciary within further time as may be allowed by the Judiciary in writing.
 - 11.2 The written notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time, and must clearly state the reasons why Contractor is entitled to additional compensation, damages, or an extension of time.
 - 11.3 Upon receipt of the notice, the Judiciary may rescind the action, remedy the omission, or take other steps as it deems advisable. Any adjustment in the contract price shall be determined in accordance with Section 9.
 - 11.4 Upon request by the Judiciary, Contractor shall submit detailed records of the additional costs or basis for an extension of time being claimed.
12. Stop Work Order
 - 12.1 At any time and without notice to any surety, the Judiciary may issue a written notice to Contractor to stop all or any part of the work specified in the contract. The order shall be for a period not exceeding sixty (60) days after the order is delivered to Contractor, unless the parties agree to a longer period. Upon receipt of the order, Contractor shall comply with the terms of the order and take all reasonable steps to minimize incurring costs related to the work covered under the order during the period of the work stoppage. Before the order expires, Judiciary shall either:

- (a) Cancel the stop work order; or
- (b) Terminate the work covered by the order due to default, pursuant to Section 13 of these General Conditions, or for convenience, pursuant to Section 14 of these General Conditions.

12.2 If a stop work order is canceled before the expiration of the order or if the period specified in the order expires, Contractor shall resume the work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing if:

- (a) The stop work order results in an increase in the time required for, or the allowable costs for the performance of any part the contract; and
- (b) Contractor asserts a claim for an adjustment within thirty (30) days after the end of the period of work stoppage.

12.3 If a stop work order is not canceled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by price adjustment pursuant to Section 9 of these General Conditions.

13. Termination for Default.

13.1 Notice of termination for default; obligations of parties in the event of termination. If, for any reason, Contractor breaches this contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by Judiciary, Judiciary may terminate this contract, in whole or in part, by giving written notice to Contractor specifying the date for termination. Judiciary shall endeavor to provide such notice at least seven (7) calendar days before the effective date of termination. In the event of termination in whole or in part, Judiciary may procure similar goods or services in a manner and upon terms it deems appropriate, and Contractor shall be liable for excess costs incurred by Judiciary in procuring similar goods or services as a result of Contractor's default. Contractor shall continue to perform those parts of this contract, if any, that have not been terminated, and shall take timely and necessary action to protect and preserve property in the possession of Contractor in which Judiciary has an interest.

13.2 Compensation. Payment for completed goods and/or services delivered and accepted by Judiciary shall be at the agreement price. Payment for the protection and preservation of property shall be in an amount agreed upon by Contractor and Judiciary. If the parties fail to agree, Judiciary shall set an amount subject to Contractor's rights under chapter 3-126, HAR. Judiciary may withhold from amounts due Contractor such sums as Judiciary deems to be necessary to protect Judiciary from loss because of outstanding liens or claims of former lien holders

and to reimburse Judiciary for the excess costs incurred in procuring similar goods and services.

13.3 Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this contract.

13.4 Nonperformance or delayed performance for unforeseeable reasons beyond Contractor's control. Contractor shall not be in default if it can demonstrate that each of the following have occurred:

- (a) Contractor could not perform either the terms of or according to the schedule set forth in this contract for reasons such as: acts of God; acts of a public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather; and
- (b) Upon occurrence of events similar to those set forth above, Contractor notified Judiciary within ten (10) calendar days of the triggering event(s); and
- (c) Upon determining that it would not be able to perform either the terms of or according to the schedule set forth in this contract, Contractor promptly notified Judiciary, and requested reasonable modification of the contract terms or schedule pursuant to Judiciary's modification provision, set forth in Section 8 above.
- (d) If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

14. Termination for Convenience.

14.1 Notice. Judiciary may terminate this contract in whole or in part without statement of cause when it is in the interest of the Judiciary. The Judiciary shall provide written notice to Contractor of such termination at least thirty (30) calendar days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

14.2 Compensation. Within thirty (30) calendar days of the effective date of the termination of this contract Contractor shall compile and submit to Judiciary an accounting of the work performed up to the date of termination. Judiciary may

consider the following claims in determining reasonable compensation owed to Contractor for work performed up to the date of termination:

- (a) Contract prices for goods or services accepted under this contract;
- (b) Costs incurred in preparing to perform and performing the terminated portion of the work under this contract plus a five (5) percent markup on the actual direct cost of the terminated portion of the work. Such markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.
- (c) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Section 16.4, below;
- (d) Reasonable administrative (e.g., accounting, legal and clerical) costs incurred by Contractor for preparing settlement claims and supporting data needed for terminating subcontracts pursuant to the terminated portion of this contract.
- (e) Reasonable storage, transportation, and other costs associated with protecting or disposing of property allocable to the terminated portions of this contract.

The total sum to be paid to Contractor shall not exceed the total contract price, less any payments previously made to Contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

15. Termination for Lack of Funds. Pursuant to section 103D-309, HRS, except in certain instances, no contract entered into between Judiciary and Contractor shall be binding unless the Judiciary Financial Services Department Head certifies that there is an available unexpended appropriation or balance of any appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract. If this 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 Department Head may certify only that portion of the total funds required for this contract that is available in the current fiscal year. In the event that sufficient funds are not appropriated to cover payments due in future fiscal years, Judiciary shall not be obligated to pay the net remainder of the payments remaining unpaid beyond the end of the current fiscal year. All contracts partially funded shall be enforceable only to the extent to which funds have been certified as available. Judiciary agrees to notify Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to Judiciary in the event this provision is exercised. This provision shall not

be construed so as to permit Judiciary to terminate this contract in order to acquire similar goods or services from a third party.

16. Contractor's Obligations in the Event of Termination.

16.1 Right to goods and work product. If this contract is terminated for any reason, or expires pursuant to its terms, Contractor may be required to transfer and deliver to Judiciary in the manner and to the extent directed by Judiciary:

- (a) All finished or unfinished material prepared by Contractor; and
- (b) All material, if any, provided to Contractor by Judiciary.

For purposes of this contract, "material" shall include, but is not limited to, goods, parts, tools, dies, jigs, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, electronic and digital media, documents, and records developed, prepared, or conceived by Contractor in connection with this contract, or furnished to Contractor by Judiciary. The term does not include material owned by Contractor solely for Contractor's own use and which have only an ancillary relationship to the services provided through this contract.

16.2 Preservation of Judiciary property. Contractor shall, upon Judiciary's direction, protect and preserve property in Contractor's possession in which Judiciary has an interest. If Judiciary does not exercise this right, Contractor shall use best efforts to sell such goods and manufacturing materials. Contractor shall immediately remit the proceeds and corresponding documentation of such sales to Judiciary.

16.3 Contractor liability. If this contract is terminated for cause, Contractor shall not be relieved of liability to Judiciary for damages sustained because of any breach by Contractor of this contract. In such event, Judiciary may retain any amounts which may be due and owing to Contractor until such time as the exact amount of damages due Judiciary from Contractor has been determined. Judiciary may also set off any damages so determined against the amounts retained.

16.4 Performance termination. Upon termination of this contract, Contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of this contract, and shall incur no further commitments or obligations in connection with the terminated performance. Contractor shall settle all liabilities and claims arising out of the termination of subcontracts and orders generating from the terminated performance. Judiciary may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to Judiciary or a third party.

Contractor shall continue to comply with those aspects of this contract not terminated.

17. Indemnification and Defense. Contractor shall defend, indemnify, and hold harmless Judiciary and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including attorneys' fees, and all claims, suits, and demands arising out of or resulting from the acts or omissions of Contractor or Contractor's employees, officers, agents, or subcontractors under this contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this contract.
18. Compliance with Laws. Contractor shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect Contractor's performance of this contract.
19. Liquidated Damages. When it is difficult to determine with reasonable accuracy the amount of damage Judiciary will sustain due to delays caused by Contractor's late or nonperformance, this paragraph may apply. When Contractor is given notice of delay or nonperformance as specified in Section 13.1 of these General Conditions, and fails to cure in the time specified, Contractor shall pay Judiciary the amount, if any, of liquidated damages set forth in the special provisions of this contract per calendar day, from the date set for cure until (a) Judiciary obtains similar goods or services, or both, if the contract is terminated for default, or (b) Contractor provides the goods or services, or both, if the contract is not terminated for default (i.e., the contract is not terminated but has been suspended for non-performance.) If Contractor's delay or nonperformance is based upon the provisions set forth in Section 13.4 of these General Conditions, Contractor shall not be assessed liquidated damages.
20. Judiciary's Right of Offset. For any contract over \$25,000, Judiciary may offset against any monies Judiciary owes Contractor under the contract, any amount owed to Judiciary/State of Hawai'i by Contractor under this contract, any other contracts, or any law. Judiciary shall notify Contractor in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed by Contractor to Judiciary/State of Hawai'i shall not include debts or obligations which have been liquidated, agreed to by Contractor, and are covered by an installment payment or other settlement plan approved by Judiciary/State of Hawai'i, provided, however, that Contractor shall be entitled to such exclusion only to the extent that Contractor is current with, and not delinquent on, any payments or obligations owed to Judiciary/State of Hawai'i under such payment or other settlement plan.
21. Disputes. All disputes arising under this contract shall be resolved in the manner set forth in section 103D-703, HRS and chapter 126, HAR. Contractor shall not sue Judiciary concerning any disputes arising under this contract until after Judiciary rejects Contractor's written request seeking informal resolution of the dispute, or until ninety (90) days after Judiciary's receipt of the written request, whichever comes first. Contractor

shall not suspend performance while Judiciary reviews Contractor's written request, unless directed to do so in writing by Judiciary.

22. Confidentiality of Material.

22.1 All material given to or made available to Contractor by virtue of this contract, which is identified as proprietary or confidential information, shall be safeguarded by Contractor and shall not be disclosed to any individual or organization without Judiciary's prior written approval.

22.2 All information, data, or other material provided by Contractor to Judiciary shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

23. Protection of Personal Information. Contractors who are provided access to personal information to fulfill its obligations under this contract shall take necessary steps as outlined in this section to protect such information. "Personal information" means an individual's first name and first initial and last name in combination with any one or more of the following data elements: (a) Social security number; (b) Driver's license number or Hawai'i identification card number; or (c) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

23.1 Contractor shall implement administrative, physical, and technological safeguards that adequately safeguard personal information to prevent unauthorized use or access to such data. Personal information shall be maintained in a secure environment with reasonable security controls, including but not limited to, firewalls, antivirus software, intrusion detection systems, penetration testing, and security patches and upgrades

23.2 Contractor shall provide initial and periodic refresher security awareness training to all employees who have access to personal information.

23.3 Contractor shall ensure that its employees sign confidentiality agreements acknowledging that: (a) the personal information made available pursuant to the terms of this contract is confidential; (b) access to the personal information is restricted to the minimum necessary for performance of the contract; (c) use of the personal information is restricted to uses consistent with the services provided under this contract.

23.4 Contractor shall not use or retain personal information for any purpose other than as permitted by the Judiciary. Contractor shall destroy all copies of personal information once the contract ends.

23.5 HRS chapter 487N requires businesses and government agencies that maintain and collect personal information to provide notice of any security breach of that

information. In the event of any security breach of personal information, Contractor shall notify the Judiciary within twenty-four (24) hours of discovery of the breach. Contractor further agrees to comply with all notification actions and/or assist the Judiciary with notification actions required by law and by Judiciary policy.

23.6 Contractor shall maintain a complete log of all disclosures of personal information.

24. Ownership Rights and Copyright. Unless otherwise specified in the special provisions of this contract, Judiciary shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by Contractor pursuant to this contract, and all such material shall be considered "works made for hire." All such material shall be delivered to Judiciary upon expiration or termination of this contract. Judiciary, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by Contractor pursuant to this contract.
25. Patented Article. Contractor shall defend, indemnify, and hold harmless the Judiciary, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this contract. Contractor shall be solely responsible for correcting or curing to the satisfaction of the Judiciary any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the Judiciary a substituted article, process, or device acceptable to the Judiciary, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.
26. Publicity. Contractor shall not, in any of its brochures, advertisements, or other publicity, refer to Judiciary, or any office, or officer thereof, or to the services provided pursuant to this contract in any way that creates an appearance that Judiciary endorses Contractor. All media contacts with Contractor about this contract shall be referred to Judiciary.
27. Liens and Warranties. Goods purchased under this contract shall be provided free of all liens and include all applicable warranties, including any warranties described in this contract.
28. Travel Costs and Expenses. Any travel costs and expenses reasonably and necessarily incurred by Contractor and its employees, agents, and subcontractors in the performance of this contract which Judiciary is obligated to directly pay or reimburse Contractor for under this contract shall be subject to the following requirements:

- 28.1 Any air travel shall be at coach class air fare, unless travel at a higher class will result in an overall cost-savings to Judiciary;
- 28.2 Ground transportation costs shall not exceed the cost of renting an intermediate-sized vehicle;
- 28.3 Subsistence allowance (e.g., lodging, meals, etc.) shall not exceed the applicable daily authorized rate for interisland or out-of-state travel, as set forth in the Judiciary's Financial Administration Manual;
- 28.4 If travel is undertaken by Contractor for more than one customer or client, Contractor shall charge Judiciary for only Judiciary's proportionate share of all subsistence and transportation costs.
29. Payment Procedures; Final Payment; Tax Clearance.
- 29.1 Original invoices required. All payments under this contract shall be made only upon submission by Contractor of an original invoice specifying the amount due and certification by the Judiciary that the goods and/or services under the contract have been received satisfactorily. Remuneration shall be made in accordance with section 103-10, HRS.
- 29.2 Subject to available funds. Payments to Contractor are subject to availability of funds. All payments shall be made in accordance with and subject to chapter 40, HRS.
- 29.3 Prompt payment to subcontractors.
- (a) Any money, other than retainage, paid to Contractor shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
- (b) Upon final payment to the Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- 29.4 Final payment. Final payment under this contract shall be subject to sections 103-53 and 103D-328, HRS, which requires for procurements of \$25,000 or more, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, or a Hawaii Compliance Express certificate, showing that all tax

returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under state or federal law have been paid.

30. Campaign Contributions. This condition is applicable to contracts funded through State appropriations.

30.1 Commencing from the date of contract execution and until contract completion, Contractor shall not:

- (a) Directly or indirectly make any contribution, or promise expressly or impliedly, to make any contribution to any candidate committee or noncandidate committee, or to any candidate or to any person for any political purpose or use; or
- (b) Knowingly solicit any contribution from any person for any purpose during any period.

30.2 “Contribution” means

- (a) A gift, subscription, deposit of money or anything of value, or cancellation of a debt or legal obligation and include the purchase of tickets to fundraisers, for the purpose of:
 - (i) Influencing the nomination for election, or the election, of any person to office;
 - (ii) Influencing the outcome of any question or issue that has been certified to appear on the ballot at the next applicable election; or
 - (iii) Use by any candidate committee or noncandidate committee for the purpose of (i) or (ii) above.
- (b) The payment, by any person or party other than a candidate, candidate committee, or noncandidate committee, of compensation for the services of another person that are rendered to the candidate, candidate committee, or noncandidate committee without charge or at an unreasonably low charge for a purpose listed in Section 30.2(a).
- (c) A contract, promise or agreement to make a contribution; or
- (d) Any loans or advances that are not documented or disclosed to the Campaign Spending Commission as provided in HRS § 11-372.

31. Federal Funds. If this contract is payable in whole or in part from federal funds, Contractor agrees that, as to the portion of the compensation under this contract to be payable from federal funds, Contractor shall be paid only from such federal funds received from the federal government, and shall not be paid from any other funds. Failure of the

Judiciary to receive anticipated federal funds shall not be considered a breach by the Judiciary.

32. Records Retention. Contractor and any subcontractors shall maintain files, documents, and other records that relate to the contract for at least three (3) years after the date of final payment under the contract.
33. Governing Law. The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this contract shall be brought in a court of competent jurisdiction in Hawai'i.
34. Notices. Any written notice required to be given by a party to this contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the Judiciary Contract & Purchasing Branch, 1111 Alakea Street, 6th Floor, Kauikeaouli Hale, Honolulu, Hawai'i 96813, or to Contractor at Contractor's address as indicated in this contract. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier. Contractor is responsible for notifying Judiciary in writing of any change of address.
35. Severability. In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.
36. Waiver. The failure of Judiciary to insist upon strict compliance with any term, provision or condition of this contract shall not be deemed to constitute a waiver or relinquishment of Judiciary's right to enforce the same in accordance with this contract.
37. Remedies Clause. Any dispute arising out of this contract is subject to HAR chapter 3-126.

PROCEDURAL REQUIREMENTS
GOVERNING REQUESTS FOR PROPOSALS (RFPs)
AND INVITATIONS FOR BIDS (IFBs)
THE JUDICIARY, STATE OF HAWAII
May, 2003

Table of Contents

SECTION ONE - DEFINITIONS	PR-1
SECTION TWO - PRE-OFFER CONFERENCES	PR-3
SECTION THREE - OFFER REQUIREMENTS AND CONDITIONS	PR-3
3.1 <u>Competency of Offeror</u>	PR-3
3.2 <u>Examination of General Conditions, Procedural Requirements, Special Provisions, Specifications, Site of Work, etc.</u>	PR-4
3.3 <u>Questions by Offeror; Clarification of Solicitation Requirements; Addenda</u>	PR-4
3.4 <u>Preparation and Submission of Offers</u>	PR-5
3.5 <u>Use of Facsimiles</u>	PR-6
3.6 <u>Offer Guaranty</u>	PR-6
3.7 <u>Tax Clearance</u>	PR-7
3.8 <u>Certification by Offeror of Services in Excess of \$25,000 Concerning Wages Hours, and Working Conditions of Offeror's Employees</u>	PR-7
3.9 <u>Modification or Withdrawal of Offers</u>	PR-8
3.10 <u>Receipt and Opening of Bids</u>	PR-9
3.11 <u>Receipt and Registration of Proposals</u>	PR-9
3.12 <u>Disqualification of Offerors</u>	PR-9
SECTION FOUR - EVALUATION OF OFFERS	PR-10
4.1. <u>Competitive Sealed Bidding in Response to an IFB</u>	PR-10
4.1.1 <u>Evaluation of Bids Submitted in Response to an IFB</u>	PR-10
4.1.2 <u>Low Tie Bids</u>	PR-11
4.1.3 <u>Mistakes in Bids</u>	PR-11
4.2 <u>Competitive Sealed Proposals</u>	PR-11
4.2.1 <u>Evaluation of Offers Submitted in Response to a RFP</u>	PR-11
4.2.2 <u>Discussions with Offerors</u>	PR-12
4.2.3 <u>"Best and Final Offers" in Response to RFPs</u>	PR-13
4.2.4 <u>Mistakes in Proposals</u>	PR-13
SECTION FIVE - ACCEPTANCE OF OFFERS AND AWARD AND EXECUTION OF CONTRACT	PR-15
5.1 <u>Acceptance of Offer</u>	PR-15
5.2 <u>Availability of Funds</u>	PR-15

5.3	<u>Execution of Contract by the Selected Offeror</u>	PR-15
5.4	<u>Return of Offer Guaranty</u>	PR-16
5.5	<u>Failure to Execute and Return Contract</u>	PR-16
5.6	<u>Non-Performance of Contract</u>	PR-16
SECTION SIX - LEGAL RELATIONS AND RESPONSIBILITY		PR-16
6.1	<u>Statutes and Rules to be Observed</u>	PR-16
6.2	<u>Incorporation of Statutes and Rules</u>	PR-16
SECTION SEVEN - LEGAL AND CONTRACTUAL REMEDIES		PR-17
7.1	<u>Authority to Resolve Protested Solicitations and Awards</u>	PR-17

SECTION ONE - DEFINITIONS

- 1.1 **Addenda.** Additions or supplements to an RFP or IFB.
- 1.2 **Administrative Director of the Courts.** Person appointed by the Chief Justice, responsible for overseeing and directing the administrative operations of the Judiciary.
- 1.3 **Bid.** An offer submitted in competitive sealed bidding or in the second phase of multi-step bidding.
- 1.4 **Contract Bond.** The approved form of security furnished by Contractor or Contractor's surety or sureties or by Contractor alone, to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials and supplies furnished, used or incorporated in the work.
- 1.5 **Contractor.** Any individual, firm, corporation, joint venture, or other legal entity, acting directly or through its or their agents, employees or subcontractors, entering into a contract with the Judiciary.
- 1.6 **Days.** Calendar days, unless otherwise specified.
- 1.7 **Fiscal & Support Services Administrator.** The Fiscal & Support Services Administrator (FSSA) of the Judiciary, or the FSSA's designee, who is in charge of the financial affairs of the Judiciary, including procurement, contracts and solicitations, and is responsible for supervising the activities of the Contract and Purchasing Branch, which handles the procurement activities of the Judiciary.
- 1.8 **General Conditions.** The "General Conditions Governing Contracts with the Judiciary, State of Hawai'i, for Goods and Services."
- 1.9 **Goods.** All property, including but not limited to: equipment, equipment leases, materials, supplies, printing, insurance; and processes, including computer systems and software, but excluding land or a permanent interest in land, leases of real property, and office rentals.
- 1.10 **Hawai'i Administrative Rules (HAR).** The compilation of rules promulgated by various state boards, commissions, departments, agencies, or officers authorized by law to make rules or adjudicate contested cases, except those in the legislative or judicial branches.
- 1.11 **Hawai'i Revised Statutes (HRS).** The codified collection of general and permanent laws of the State of Hawai'i, including any supplements thereto.
- 1.12 **Invitation for Bids (IFB).** All documents, whether attached or incorporated by

reference, utilized for soliciting bids under the competitive sealed bidding source selection process described in HRS § 103D-302.

- 1.13 **Judiciary.** Hawai'i State Judiciary, including the Administrative Director of the Courts (ADC) or ADC's designee.
- 1.14 **Offer.** A bid submitted in response to an IFB or proposal submitted in response to an RFP.
- 1.15 **Offeror.** An individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to an RFP or IFB.
- 1.16 **Officer-In-Charge.** The person(s) designated by the Judiciary to oversee that the goods or services provided by Contractor comply with the Specifications, Special Provisions, General Conditions, Procedural Requirements, and any addenda thereto.
- 1.17 **Priority-Listed Offerors.** The three or more responsive and responsible offerors who submit the highest ranked proposals in response to an RFP.
- 1.18 **Procedural Requirements.** These "Procedural Requirements Governing Requests for Proposals (RFPs) and Invitations for Bids (IFBs)."
- 1.19 **Proposal.** The executed document submitted by an Offeror in response to an RFP.
- 1.20 **Purchase Description.** The words used in the solicitation to describe the goods or services to be purchased, and includes specifications attached to, or made a part of, the solicitation.
- 1.21 **Request for Proposals (RFP).** All documents, whether attached or incorporated by reference, utilized for soliciting proposals under the competitive sealed proposal source selection process described in HRS § 103D-303.
- 1.22 **Responsible Offer.** An offer submitted by a person or entity that has the capability in all respects to fully perform the requirements of an IFB or RFP, and the integrity and reliability to assure good faith performance.
- 1.23 **Responsive Offer.** An offer that conforms in all material respects to the IFB or RFP.
- 1.24 **Scope of Work.** The scope of work, also known as the work statement, statement of work, or statement of service, is a description of the services to be delivered. The term is sometimes used to refer to a complete RFP document. (See also Specifications.)
- 1.25 **Services.** The furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the

required performance.

- 1.26 **Solicitation.** An IFB used in the competitive sealed bidding process or an RFP used in the competitive sealed proposal process, for the purpose of obtaining offers to perform a Judiciary contract.
- 1.27 **Special Provisions.** The terms and conditions pertaining to the specific solicitation in which they are contained, setting forth particular conditions or requirements applicable to the particular project or contract under consideration. If any special provisions conflict with the general conditions or these procedural requirements, the special provisions shall take precedent.
- 1.28 **Specifications.** Any description of the physical or functional characteristics, nature, quantity and quality of the goods or services to be furnished under the contract. Specifications include descriptions of the method and manner of performing services under the contract, as well as directions and requirements for inspecting, testing, or preparing goods for delivery or installation. (See also Scope of work.)

SECTION TWO - PRE-OFFER CONFERENCES

Pre-offer conferences may be conducted to explain RFP or IFB procurement requirements. Judiciary shall inform prospective offerors of the conference(s) either in the solicitation itself or by written notice. If attendance at the conference is mandatory, that condition shall be stated prominently in the solicitation.

If Judiciary's decision to hold a pre-offer conference is made after the issuance of the solicitation, the conference shall be announced through an addendum to the solicitation. The conference is intended to clarify the solicitation requirements. Nothing stated at the pre-offer conference(s) shall change the solicitation unless a change is made by written addendum as provided in section 3.3 below. A summary of the conference, as well as any addendum issued as a result of the conference, shall be supplied to all those prospective offerors known to have received a solicitation.

SECTION THREE - OFFER REQUIREMENTS AND CONDITIONS

- 3.1 **Competency of Offeror.** A prospective offeror must be capable of performing the work for which offers are being solicited. Either before or after the deadline for an offer, Judiciary may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to offeror's ability to satisfactorily furnish the goods or services being solicited by the Judiciary. Any such inquiries shall be made and response provided in writing; responses shall be submitted over the signature of the person who signs the offer. Any offer submitted by an offeror who refuses to answer such inquiries shall be considered non-responsive. All answers to such questions shall be handled by Judiciary on a confidential basis and shall be returned after they have served their purpose.

In order to facilitate evaluation of offeror's performance capabilities, Judiciary has the right to visit an offeror's place of business to inspect offeror's facilities and equipment and to observe offeror's methods of operation. Judiciary also has the right to visit or communicate with a place of business where offeror has performed services similar to that being solicited by Judiciary.

3.2 **Examination of General Conditions, Procedural Requirements, Special Provisions, Specifications, Site of Work, etc.**

Offeror shall carefully examine the site of the contemplated work, the solicitation, General Conditions, Procedural Requirements, Specifications, Special Provisions, addenda, required contract and bond forms, etc. before submitting offers. The submission of an offer shall be considered as a warranty that offeror has made such careful examination and is satisfied with the existing conditions for performing the work and with the requirements of the solicitation, General Conditions, Procedural Requirements, Specifications, Special Provisions, addenda, amendments, and required contract and bond forms.

If offeror is awarded a contract following its offer in response to a solicitation, no extra compensation shall be given by reason of offeror's misunderstanding or lack of knowledge of the requirements of the work to be accomplished or the conditions to be encountered in performing the work.

3.3 **Questions by Offeror; Clarification of Solicitation Requirements; Addenda.**

Questions or requests for clarification by offeror regarding discrepancies, omissions, or the meaning of the General Conditions, Procedural Requirements, Specifications or Special Provisions should be communicated in writing to and received by the FSSA no later than five (5) calendar days prior to the date fixed for opening of offers, or such other date as may be specified in the solicitation. Any clarification or interpretation, if made, and any supplemental instructions, if any, will be in the form of written addenda to the solicitation, which will be either mailed or sent by facsimile or electronic mail to, or made available for pick-up by, or made available for downloading off of the Judiciary website (www.hawaii.state.hi.us/jud) by all prospective offerors, prior to the date fixed for opening of offers. It shall be presumed that any addenda so issued have been received by an offeror, and such addenda shall become a part of the contract documents.

3.4 **Preparation and Submission of Offers.**

3.4.1 Proposals submitted in response to an RFP shall be in the format described by the RFP.

All bids submitted in response to an IFB must be prepared in ink or typed and made on the offer form furnished by Judiciary in the solicitation IFB, or an exact copy thereof, in full accordance with the instructions given. A bid that contains any omission, erasure, alteration, addition not called for, conditional bid, or irregularity of any kind, may be rejected.

An offer submitted in response to a solicitation shall be signed in ink in the space provided on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the offeror duly authorized to submit offers on behalf of the offeror.

A signed offer, together with an offer guaranty, if required, and any other certificates required to be submitted by offeror, shall be submitted in a sealed envelope plainly identifying the bid or proposal number, the item or items to which the offer relates, and offeror's business address and telephone number. Offers shall be received until the hour and date set in the solicitation and shall be received by Judiciary no later than the time indicated, whether mailed or hand-delivered.

The General Conditions, Procedural Requirements, Specifications, Special Provisions, other documents referenced in or attached to the solicitation, as clarified or amended by any addenda issued prior to the due date for submission of offers, shall be considered a part of an offer, whether attached to the offer or not at the time of its submission. Such documents, as clarified or amended in the addenda, shall not be altered in any way when an offer is submitted and any alterations or exceptions made by offeror to the terms, conditions, or requirements contained in said documents may result in rejection of the offer.

Offeror shall request in writing nondisclosure of trade secrets or other proprietary data designated as confidential. Offerors shall ensure that data designated as confidential shall be readily separable from the offers in order to facilitate eventual public inspection of the nonconfidential portion of the offer.

3.4.2 Where an IFB involves the furnishing and delivery of goods, the price shall include the cost of delivery to the specified destination, at which point acceptance of said goods shall be made by duly authorized personnel. The bid price shall be all-inclusive. In case of error in the extension of the unit prices,

the unit price shall govern.

All prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.

- 3.4.3 Only one bid in response to an IFB for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name shall be accepted. If more than one bid is offered for the same work, the lowest priced bid may be considered; all others will be automatically rejected.

Competing subsidiary or jointly-owned companies may submit bids or proposals that may be accepted for evaluation and award only if accompanied by a certificate of non-collusion, sworn to before a notary, acknowledging that the bid or proposal is submitted without collusion.

3.5 **Use of Facsimiles.**

- 3.5.1 Offers transmitted by offerors via facsimile machine shall be permitted only if the offer is under \$25,000, only if a facsimile transmission is specifically authorized in the solicitation, and only if the following requirements are met: (1) the facsimile offer is received in hand at the designated office by the time and date set for receipt of offers; (2) the complete original offer with the bond, if required, is received within forty-eight hours or two working days from the date and time set for receipt of offers; (3) the facsimile offer contains: the identification number of the IFB or RFP; the time; the quantity; the price for the offer; all pages of the offer requiring an original signature; and a signed statement that offeror agrees to all terms, conditions and provisions of the IFB or RFP.

- 3.5.2 Modification or withdrawal of an offer may be by facsimile transmission pursuant to section 3.9 below.

3.6 **Offer Guaranty.** Unless required by the Special Provisions, an offer guaranty is not required for any offer for goods or services.

If an offer guaranty is required by the Special Provisions, an acceptable offer guaranty shall be an amount equal to at least five percent (5%) of the amount offered and shall be limited to: a bond in a form satisfactory to Judiciary, underwritten by a company licensed to issue bonds in this State; legal tender; or a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. A certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, official check, or certified check may be utilized only to a maximum of \$100,000, provided however, if the required security or bond amount totals over \$100,000, more

than one instrument not exceeding \$100,000 each and issued by different financial institutions, may be submitted.

If an offer does not comply with the security requirements, the offer shall be rejected as non-responsive, unless the failure to comply is determined by the Administrative Director, FSSA, or their designee to be non-substantial pursuant to section 3-122-223, Hawai'i Administrative Rules (HAR).

- 3.7 **Tax Clearance.** No contracts of \$25,000 or more shall be binding or effective until Contractor secures and Judiciary receives a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, showing that all tax returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under Title 14, HRS, relating to taxation that are administered by the Department of Taxation and under the Internal Revenue Service have been paid. The tax clearance shall be obtained on the two-part "TAX CLEARANCE APPLICATION", Form A-6, that combines Department of Taxation and Internal Revenue Service clearances.
- 3.8 **Certification by Offeror of Services in Excess of \$25,000 Concerning Wages Hours, and Working Conditions of Offeror's Employees.** Before any offeror enters into a contract to perform services in excess of \$25,000, the offeror shall comply with section 103-55, HRS, and any amendments thereto, which presently provides¹:

§ 103-55. Wages, hours, and working conditions of employees of contractors performing services. (a) Before any offeror enters into a contract to perform services in excess of \$25,000 for any governmental agency, the offeror shall certify that the services to be performed will be performed under the following conditions:

Wages. 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.

Compliance with labor laws. 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.

(b) No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of contract to perform services shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Final payment of a contract or release of bonds or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected.

It shall be the duty of the governmental contracting agency awarding the

¹ Offeror should check the statute to make sure there are no amendments.

contract to perform services in excess of \$25,000 to enforce this section.

(c) This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 78-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77.
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

3.9 **Modification or Withdrawal of Offers.**

3.9.1 Offers may only be modified or withdrawn prior to the deadline for submission of offers, and only with Judiciary's consent.

Any offer, notice of withdrawal of offer, or modification of offer received by Judiciary after the deadline set for opening of offers shall not be considered and shall be returned to offeror unopened, as soon as practicable, with a letter explaining the reason for the return. However, an offeror may request in writing withdrawal of an offer that contains an obvious error, provided such request is received by Judiciary prior to acceptance of the offer by Judiciary. After acceptance of the offer, no request for withdrawal shall be considered.

3.9.2 Modification of offers shall be made by written notice, signed by offeror or a duly authorized representative and submitted to the office designated in the solicitation, explaining that a modification to the original offer is being made and providing the actual modification. If offeror wishes to provide written notice of modification by facsimile, the facsimile shall explain that a modification is being made and provide the actual modification; additionally, the originally signed written notice and modification shall be submitted to the office designated in the solicitation within forty-eight hours or two working days of receipt of the facsimile by the office.

3.9.3 Withdrawal of offers shall be made by made by submission to the office designated in the solicitation of a written notice of withdrawal, signed by offeror or a duly authorized representative. Pursuant to section 3-122-9, HAR, written notice of withdrawal may be sent by facsimile machine; however, the originally signed withdrawal notice shall be submitted to the office designated in the solicitation within forty-eight hours or two working days of receipt of the

facsimile notice by the office. The withdrawal of an offer shall not prejudice the right of an offeror to submit a new, timely received, offer.

- 3.10 **Receipt and Opening of Bids.** For IFBs, all bidders are invited to attend the opening of bids. The FSSA shall open all bids at the time and place stated in the IFB and in the presence of all bidders who attend. Bids may be inspected by those present, provided that only one bid is inspected at a time and except that trade secrets or other proprietary data designated as confidential by a bidder pursuant to section 3.4.1 and readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid, may not be reviewable.

A Judiciary representative(s) shall examine the bids to determine the validity of any bidder's written request for nondisclosure of designated trade secrets and other proprietary data. If a bidder's request for nondisclosure of data is challenged, the Judiciary representative shall inform the bidders present at the bid opening that the material designated for nondisclosure shall be subject to written determination by the staff attorney for confidentiality. If the staff attorney determines in writing that the material so designated as confidential is subject to disclosure, the bidder submitting the material under review and other bidders present at the bid opening shall be so notified in writing and the material shall be open to public inspection unless the bidder files a protest pursuant to section 3-126-3, HAR.

Prices, makes, models, and catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary. No bid leaves the bid opening room, no award decision shall be made, and no discussion shall be allowed at a bid opening.

- 3.11 **Receipt and Registration of Proposals.** Proposals or modifications submitted in response to RFPs shall NOT be opened publicly, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be prepared and shall include: the name of each offeror; the number of modifications received, if any; and a description sufficient to identify the good or service item offered. Offerors shall ensure that data designated as confidential shall be readily separable from the proposals in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Proposals shall be available for public inspection after the contract is signed by all parties.
- 3.12 **Disqualification of Offerors.** An offeror shall be disqualified and the offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case all proposals involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; offeror's lack of responsibility and cooperation as shown by past work or services; offeror's being in arrears on existing contracts with any branch, department, agency, or board of the State of Hawai'i or having defaulted on previous contracts; offeror having being debarred or suspended; offeror's lack of proper equipment and/or sufficient

experience to perform the work contemplated; offeror's lack of proper license to cover the type of work contemplated, if required; offeror's delivery of the proposal after the deadline specified in the public notice calling for proposals, or as amended, except as allowed in section 3-122-29 (1), HAR; offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of the solicitation; or offer not accompanied by proposal guaranty, as required.

SECTION FOUR - EVALUATION OF OFFERS

4.1. Competitive Sealed Bidding

4.1.1 **Evaluation of Bids Submitted in Response to an IFB.** The award shall be made to the lowest responsive, responsible bidder and shall be based on the criteria set forth in the IFB. Only objectively measurable criteria which are set forth in the IFB shall be applied in determining the lowest bidder. Special adjustments and preferences, as established by law, may affect the evaluation of the bid price, including the following:

- (A) Taxpayer Preference, sections 103D-1001, 103D-1001.5, 103D-1008, HRS;
- (B) Preference for Hawai'i Products, sections 103D-1001, 103D-1002, HRS;
- (C) Printing, Binding and Stationery Work Preference, sections 103D-1001, 103D-1001.5, 103D-1003 HRS;
- (D) Reciprocal Preference, sections 103D-1001, 103D-1001.5, 103D-1004, HRS;
- (E) Recycled Products Preference, sections 103D-1001, 103D-1001.5, 103D-1005, HRS;
- (F) Software Development Businesses Preference, sections 103D-1001, 103D-1001.5, 103D-1006, HRS.
- (G) Preference to Bidders on State Agency Contracts for Public Works Projects, sections 103D-1007, HRS.
- (H) Preference for Qualified Community Rehabilitation Programs, sections 103D-1001, 103D-1001.5, 103D-1009, 103D-1010, 103D-1011, HRS.

4.1.2 **Low Tie Bids.** Low tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the IFB. At Judiciary's discretion, award shall be made in any permissible manner that will resolve tie bids, including but not limited to:

- (a) Award of the contract to a business providing goods produced or manufactured in this state or to a business that otherwise maintains a place of business in this state;
- (b) Award of the contract to the bidder offering a low tie bid who received the previous award; and
- (c) If no permissible method will be effective in resolving tie bids and a written determination by Judiciary so stating is made, award may be made by drawing lots.

4.1.3 **Mistakes in Bids.** A bidder may correct a mistake if the mistake is discovered before the time and date set for bid opening by withdrawing or correcting the bid, as provided in section 3.9, above. Correction or withdrawal of a bid after the time and date set for bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible if it is not contrary to Judiciary's interest or the fair treatment of other bidders.

Correction or withdrawal of a bid because of an obvious mistake in the bid is permissible if Judiciary deems that it is not contrary to its best interests, or to the fair treatment of other bidders. Mistakes shall not be corrected after award of the contract.

4.2 **Competitive Sealed Proposals.**

4.2.1 **Evaluation of Offers Submitted in Response to an RFP.** The FSSA, or an evaluation committee selected in writing by the Administrative Director of the Courts, shall evaluate proposals. A copy of the document identifying any committee members and any subsequent changes thereto shall be placed in the contract file. Numerical rating systems may be used, but are not required. When used, the evaluation shall be based only on the evaluation factors set out in the RFP. The relative priority to be applied to each evaluation factor shall also be set out in the RFP. If numerical rating systems are not used, the FSSA or each member of the evaluation committee, as applicable, shall explain his or her ranking determination in writing, which shall then be placed in the procurement file. Evaluation factors not specified in the RFP shall not be considered. The written ranking evaluations or explanations shall be available for public inspection after the contract is signed by all parties.

When applicable, cost shall be an evaluation factor. The proposal with the lowest cost factor shall receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest must have a lower

rating for cost. If a numerical rating system is used to evaluate the cost factor, the points allocated to higher-priced proposals shall be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price. An evaluation factor shall be included that takes into consideration whether an offeror qualifies for any applicable procurement preferences.

A proposal from a debarred or suspended offeror shall be rejected.

Evaluation meetings may be held by an evaluation committee to discuss the RFP, the evaluation process, the weighing of evaluation factors, and proposals received, before evaluations.

4.2.2 **Discussions with Offerors.** Before conducting discussions, a “priority list” shall be generated by the FSSA or evaluation committee. In order to generate a priority list, proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. All responsible offerors who submit acceptable or potentially acceptable proposals are eligible for the priority list. If numerous acceptable and potentially acceptable proposals have been submitted, the FSSA or the evaluation committee may rank the proposals and limit the priority list to at least three responsible offerors who submitted the highest-ranked proposals. Those responsible offerors who are selected for the priority list are referred to as the “priority-listed offerors.” Discussions shall be limited to only “priority-listed offerors” and are held to:

- (a) Promote understanding of Judiciary’s requirements and priority-listed offerors’ proposals; and
- (b) Facilitate arriving at a contract that will be most advantageous to Judiciary, taking into consideration the evaluation factors set forth in the RFP.

The FSSA shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose of meetings and those attending.

Proposals may be accepted on evaluation without discussion. Priority-listed offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed offeror. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change. Addenda to the RFP shall be distributed only to priority-listed offerors. Priority-listed offerors shall be permitted to submit new proposals or to amend those submitted.

If in the FSSA's or the evaluation committee's opinion, a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled and a new RFP issued.

During the discussion and negotiation process, the contents of any proposal shall not be disclosed to competing offerors.

- 4.2.3 **“Best and Final Offers” in Response to RFPs.** When “best and final offers” are solicited, Judiciary shall establish a date and time for the priority-listed offerors to submit their “best and final offers” in response to an RFP. “Best and final offers” shall be submitted only once unless the Administrative Director or the FSSA determines in writing that it is in Judiciary's best interest to conduct additional discussions or change Judiciary's requirements and require another submission of best and final offers; otherwise, no discussion of or changes to the “best and final offers” shall be allowed prior to award.

Priority-listed offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous proposal shall be construed as their best and final offer.

After best and final offers are received, final evaluations will be conducted for an award pursuant to section 3-122-57, HAR.

- 4.2.4 **Mistakes in Proposals.** If the FSSA knows or has reason to conclude before award of a contract that a mistake has been made in a proposal, the FSSA shall request that offeror confirm the proposal. If offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section. Mistakes shall not be corrected after award of the contract.

If discussions are commenced with, or after best and final offers are requested from, priority-listed offerors, any priority-listed offeror may freely correct any mistake in a proposal by modifying or withdrawing the proposal up until the time and date set for receipt of best and final offers. If discussions are not held with priority-listed offerors, or if best and final offers upon which the award will be made have been received and the date and time that best and final offers are due has passed, mistakes shall be corrected to the intended correct proposals only when the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions with priority-listed offerors are not held, or if the best and final offers upon which award will be made have been received beyond the date and time that best and final offers are due, an offeror alleging a material mistake of fact which makes a proposal nonresponsive may be permitted to withdraw the proposal if:

- (a) The mistake is clearly evident on the face of the proposal but the intended correct proposal is not; or
- (b) The offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Judiciary shall review offeror's request for correction or withdrawal of a proposal, and shall prepare a written decision granting or denying offeror's request. Technical irregularities that are matters of form rather than substance evident from the proposal document, or insignificant mistakes may be waived or corrected if they are without prejudice to other offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final proposals upon which award shall be made have been received by the date and time due, Judiciary may waive such irregularities or allow offeror to correct them if Judiciary deems that it is not contrary to its best interests, or to the fair treatment of other offerors, and the correction involved has no effect on price, quality, or quantity. Examples of situations where waiver of irregularities may be in Judiciary's best interest include the failure of an offeror to:

- (a) return the number of signed proposals required by the RFP;
- (b) sign the proposal, but only if the unsigned proposal is accompanied by other material indicating offeror's intent to be bound; or
- (c) acknowledge receipt of an amendment to the RFP, but only if it is clear from the proposal that offeror received the amendment and intended to be bound by its terms.

SECTION FIVE - ACCEPTANCE OF OFFERS AND AWARD AND EXECUTION OF CONTRACT

5.1 Acceptance and Award:

5.1.1 **Acceptance and Award of an IFB.** Acceptance of an offer in response to an IFB, if any, shall be made with reasonable promptness to the lowest responsive, responsible bidder whose bid meets the requirements and criteria set forth in the IFB. In determining the responsive and responsible offeror, offers shall be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products must be of a quality and nature that will meet the needs and purposes of Judiciary, as specified in the solicitation. Offeror must have the ability to perform as called for in the contract terms. Judiciary shall be the sole judge of product or offeror capability. The successful offeror shall be notified by letter that the offer has been accepted and that offeror is being awarded the contract.

If the offer is rejected or if offeror to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, Judiciary may, at its discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, Judiciary may negotiate with such offeror to reduce the scope of work, if available funds are exceeded, and to award the contract at a price reflecting the reduction in the scope of work.

Judiciary further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

5.2 **Availability of Funds.** An award shall be contingent upon the availability of funds, and any contract awarded shall be subject to cancellation by Judiciary at any time, if funds are unavailable.

5.3 Execution of Contract by the Selected Offeror.

5.3.1 This section shall not apply to any contract in which the total amount payable to the Contractor cannot be accurately estimated at the time the contract is to be awarded.

5.3.2 Judiciary shall forward a contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned, together with a satisfactory contract bond if required, and other supporting documents, within ten (10) days following receipt of the contract by offeror or within such further time as the FSSA may allow.

- 5.4 **Return of Offer Guaranty.** All offer guaranties except surety bonds (if submitted as required) shall be returned immediately after execution of the contract. If a contract is not executed, the offer guaranties, except surety bonds, shall be returned after the FSSA decides to publish another call for offers.
- 5.5 **Failure to Execute and Return Contract.** If offeror to whom a contract is awarded fails to enter into a contract and to furnish satisfactory security (as required) within ten (10) days after such award or within such further time as the FSSA may allow, the FSSA shall pay the amount of offeror's proposal guaranty, if any, into the State Treasury as a government realization of the State. The FSSA may then award the contract to the next lowest responsive and responsible offeror or may publish another call for offers, whichever method the FSSA deems to be in Judiciary's best interest.
- 5.6 **Non-Performance of Contract.** In the event Contractor fails to perform the work in accordance with each requirement of the General Conditions, Procedural Requirements, Specifications, Special Provisions, addenda, and other provisions forming a part of this contract, Judiciary, in addition to any other recourse, reserves the right to suspend Contractor from submitting offers on any or all of Judiciary's purchases for such period of time as it deems appropriate.

SECTION SIX - LEGAL RELATIONS AND RESPONSIBILITY

- 6.1 **Statutes and Rules to be Observed.** Contractor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the performance of the work under this contract, the goods required under this contract, or the conduct of the work being contracted for. Contractor shall also comply with all orders and decrees of bodies or tribunals having any jurisdiction or authority over the work.
- 6.2 **Incorporation of Statutes and Rules.** The applicable provisions of chapters 103 and 103D, HRS, as amended, provisions of Hawai'i and federal law, and the rules promulgated by the State Procurement Policy Board, Title 3, HAR, as amended, shall be deemed to be a part of the contract as though fully set forth therein. If any provision of the IFB, RFP, or contract is inconsistent with the statutes or rules, the provision is void and of no effect. However, any void provision shall not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of the IFB, RFP, and contract are severable.

SECTION SEVEN - LEGAL AND CONTRACTUAL REMEDIES

7.1 Authority to Resolve Protested Solicitations and Awards.

- 7.1.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Judiciary or a designee as specified in the solicitation. A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall in any event be submitted in writing within five (5) working days after the posting of award of the contract either under section 103D-302 or 103D-303, HRS, as applicable; provided further that no protest based upon the content of the solicitation shall be considered unless it is submitted in writing prior to the date set for the receipt of offers.
- 7.1.2 Judiciary, or its designee, prior to the commencement of an administrative proceeding under section 103D-709, HRS, or an action in court pursuant to section 103D-710, HRS, may settle and resolve a protest concerning the solicitation or award of a contract. This authority shall be exercised in accordance with Title 3, chapter 126, subchapter 3, HAR.
- 7.1.3 If the protest is not resolved by mutual agreement, Judiciary or its designee shall promptly issue a decision in writing to uphold or deny the protest. The decision shall:
- (a) State the reasons for the action taken; and
 - (b) Inform the protestor of the protestor's right to an administrative proceeding as provided in this part, if applicable.
- 7.1.4 A copy of the decision under paragraph 7.1.3 shall be mailed or otherwise furnished immediately to the protestor and any other intervening party.
- 7.1.5 A decision under paragraph 7.1.3 shall be final and conclusive, unless any person adversely affected by the decision commences an administrative proceeding under section 103D-709, HRS.
- 7.1.6 In the event of a timely protest under paragraph 7.1.1, no further action shall be taken on the solicitation or the award of the contract until Judiciary issues a written determination that the award of the contract without delay is necessary to protect substantial interests of Judiciary.
- 7.1.7 In addition to any other relief, when a protest is sustained and the protestor should have been awarded the contract under the solicitation but was not, the protestor shall be entitled to the actual costs reasonably incurred in connection with the solicitation, including bid or proposal preparation costs, but not attorney's fees.

CERTIFICATION FOR TAX CLEARANCE

I certify that I submitted a State and IRS tax clearance application (Form A-6) by mail on _____ and have not received an original or certified copy at the time I submitted this offer.

Upon receipt of a tax clearance, I will immediately send an original or certified copy by mail or by facsimile to your office:

The Judiciary, State of Hawai'i
Fiscal and Support Services Division
1111 Alakea Street, 6th Floor
Honolulu, Hawai'i 96813

Attn: Contract & Purchasing Branch

IFB/RFP No.: _____

or

Facsimile No. 808-538-5802

If sent by facsimile, I will provide the original or certified copy should I be given a Notice of Award.

Signature: _____

Printed Name : _____

Title: _____

Company Name: _____

Date: _____

HAWAI'I JUDICIARY POLICY DISCRIMINATION/HARASSMENT-FREE WORKPLACE

I. Authority and Background

The Judiciary is committed to promoting and maintaining a productive work environment free of any form of discrimination and harassment. The Judiciary does not tolerate workplace discrimination or harassment. The Judiciary will take appropriate action when discrimination or harassment is based on a person's "protected class." The Judiciary will act to curb protected class discrimination or harassment without regard to its severity or pervasiveness and does not require that discrimination or harassment rise to the level of unlawfulness before taking action.

II. Zero Tolerance Policy

Judiciary employees are expected to avoid behavior that could reasonably be perceived as discrimination or harassment prohibited under this policy. The Judiciary will take appropriate action when discrimination or harassment is based on a person's race, color, sex, including gender identity or expression,¹ sexual orientation, condition of pregnancy, act of breastfeeding or expressing milk, religion, national origin, ancestry, age, disability, genetic information,² marital status, arrest and court record, income assignment for child support, national guard absence, uniformed service, veteran status, citizenship, credit history or credit report unless directly related to a bona fide occupational qualification, or domestic or sexual violence victim status if the domestic or sexual violence victim provides notice to the victim's employer of such status or the employer has actual knowledge of such status (*protected class discrimination*).

¹ "Gender identity or expression" includes a person's actual or perceived gender, as well as a person's gender identity (including transgender), gender-related self-image, gender-related appearance, or gender-related expression, regardless of whether that gender identity, gender-related self-image, gender-related appearance, or gender-related expression is different from that traditionally associated with the person's sex assigned at birth. "Transgender" refers to a person whose sex assigned at birth is different from their self-identified gender (e.g. a person whose sex assigned at birth is male who identifies as female and/or a person whose sex assigned at birth is female who identifies as male). A transgender person does not have to have undergone medical treatment or surgical procedures to be protected under the Policy. An individual's self-declaration of gender is sufficient to be provided protection under the Policy.

² "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder, or condition of an individual's family members (i.e., an individual's family medical history). Family medical history is included in the definition of "genetic information" because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

A. Scope of Policy

This policy applies to all employees, justices and judges, volunteers, applicants for employment, and persons or entities providing services to the Judiciary, whether on a contract, per diem, full or part-time basis. This policy covers all interactions with staff, clients, and the public.

All Judiciary employees are responsible for ensuring that work in the courts and court-related programs is conducted in an atmosphere that respects the dignity of every Judiciary employee, and people with whom the Judiciary conducts business.

B. Examples of Prohibited Conduct

1. It is a violation of this policy to engage in protected class discrimination.
2. Discrimination or harassment prohibited under this policy includes, but is not limited to, oral, written, physical or visual behavior, that offends, demeans, or intimidates, or refusing to provide services and/or denying access to Judiciary facilities and/or programs, based on a person's status in a protected class.
3. Protected class characteristics may not be used as a basis for taking employment action or making an employment decision that results in an adverse change in benefits, or terms and conditions of employment.
4. Other harassing or offensive conduct directed at individuals based on protected class characteristics is prohibited under this policy, and includes, but is not limited to:
 - a. Unwanted physical contact, sexually suggestive or offensive touching, patting, hugging, or brushing against a person's clothing or body, pinching, or hitting;
 - b. Sexual advances, requests for sexual favors, repeated and unwanted attempts at a romantic relationship, sexually explicit questions, comments about physical attributes;
 - c. Lewd comments, sexual jokes, pressure for sexual activity, such as repeated requests for dates, and threats for refusing a sexual advance;
 - d. Displays of demeaning, insulting, or sexually suggestive objects, pictures, or photographs;

- e. Demeaning, insulting, intimidating, or sexually suggestive, written, recorded, or electronically transmitted messages (such as e-mail, voicemail, and Internet materials);
 - f. Offensive comments, slurs, jokes, profanity, anecdotes, offensive and/or inappropriate questions or statements to, about or regarding any protected class;
 - g. Refusal to address a person by their preferred name, provided that such name shall not be used when deemed to be inappropriate for a business setting; and
 - h. Disregarding a person's preferences based on his or her self-identified gender. This may include, but is not limited to, failing to address a person by his or her preferred name and/or pronoun, not allowing a person to use the restroom and/or locker room of his or her self-identified gender or limiting a person to using facilities that are an unreasonable distance or travel time from the worksite or Judiciary program location because the individual is transgender, requiring a transgender person to follow procedures that conflict with the person's self-identified gender, refusing to provide services and/or denying access to Judiciary facilities and/or programs based on the person's self-identified gender and/or being transgender.
5. Retaliation: The Judiciary encourages reporting of incidents of discrimination, harassment or retaliation. Retaliation against an individual who makes a complaint, participates in an investigation, or provides information, is prohibited. A person who experiences retaliatory action after taking the following actions should report the matter to the investigator in charge of the complaint or the Equal Employment Opportunity (EEO) Officer:
- a. Making a complaint of harassment or discrimination;
 - b. Making a disability related request for reasonable accommodation;
or
 - c. Participating in a complaint investigation.

C. Reporting Procedures

The Judiciary encourages employees to report discrimination and/or harassment before it becomes severe or pervasive so that steps may be taken to stop the harassment before it rises to the level of unlawful behavior.

Anyone who observes or experiences discrimination or harassment prohibited

under this policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. The incidents should also be reported to an immediate supervisor, other supervisory personnel, a program or court administrator, or the EEO Officer who after reviewing the complaint will determine the appropriate follow-up. Employees are not required to report a complaint to their immediate supervisor or to make a complaint to the offender.

While this section describes the general procedures for reporting complaints of discrimination, harassment or retaliation in the workplace, more specific procedural information is attached to this policy as Attachment 1 and describes, in detail, how to report a complaint, including how to report a complaint to an external agency. Regardless of how the complaint is made, all complaints will be taken seriously and investigated promptly.

D. Limited Confidentiality

The Judiciary shall, to the extent possible, protect the confidentiality of substantiated and unsubstantiated discrimination, harassment and retaliation reports and investigations. Information regarding reports and investigations shall be shared with appropriate individuals and agencies on a “need to know” basis, with due consideration for safety, security, and other interests.

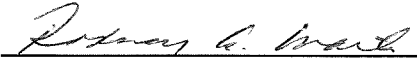
III. Responsibility for Implementing Policy

Judges, chief court administrators and department heads shall ensure that this policy is implemented and enforced within their own courtrooms and programs.

A violation of this policy may result in disciplinary action, up to and including discharge.

IV. Review of Policy

This policy was established in 1998 and amended in 2000, 2007, 2012, and 2017.

Approved: 
Rodney A. Maile
Administrative Director of the Courts

Date: **MAY 20 2017**

Attachment 1

PROCEDURES FOR REPORTING DISCRIMINATION, HARASSMENT, OR RETALIATION IN THE WORKPLACE

I. Procedures

The Judiciary urges the reporting of any incidents of discrimination, harassment, or retaliation, regardless of the identity of the alleged offender. Anyone who observes or experiences discrimination or harassment prohibited under the Discrimination/Harassment-Free Workplace Policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. Conduct that violates the Discrimination/Harassment-Free Workplace Policy should also be reported to an immediate supervisor, other supervisory personnel, a program or court administrator, or the Equal Employment Opportunity (EEO) Officer at 539-4336.

Employees are not required to report a complaint to their immediate supervisor or to make a complaint to the offender.

A complaint or report may be made either orally or in writing (a complaint form is available through the EEO Officer). A complaint or report, whether oral or written, should include: name of the alleged offender(s), including position and department, if known, a summary of the offensive acts, with the dates, times and places of the incidents, the names of witnesses to the events, and copies of documents, if any, that support the complaint or report.

II. Limited Confidentiality

The Judiciary shall, to the extent possible, protect the confidentiality of substantiated and unsubstantiated discrimination, harassment and retaliation reports and investigations. Information regarding reports and investigations shall be shared with appropriate individuals and agencies on a “need to know” basis, with due consideration for safety, security, and other interests.

III. Action Taken on Complaints

All complaints will be investigated promptly. The Judiciary may take appropriate interim action while an investigation is pending, including placing the accused person on leave or temporary assignment.

If the Judiciary finds that an employee violated the Discrimination/Harassment-Free Workplace Policy, the Judiciary will take appropriate corrective action, up to and including discharge of the employee. If an investigation shows that a justice or judge violated the Discrimination/Harassment-Free Workplace Policy, the matter shall be referred to the Commission on Judicial Conduct, which has exclusive authority to take disciplinary action against justices and judges. If the person found to have violated the policy is not employed

by the Judiciary, other appropriate action shall be taken, including notice to the employer. If the person found to have violated the policy is a lawyer, the findings shall also be reported to the Office of Disciplinary Counsel.

IV. Referring Complaints to External Agencies

In addition to the procedures described above, complaints about discrimination, harassment, or retaliation in the workplace may also be reported to other appropriate agencies, including but not limited to, the federal Equal Employment Opportunity Commission, the Hawai'i Civil Rights Commission, and labor unions. Conduct by a justice or judge that violates the Discrimination/Harassment-Free Workplace Policy shall be reported to the Commission on Judicial Conduct and the Judicial Selection Commission.

Agencies may have time limitations for filing complaints. For example, complaints of unlawful discriminatory practices must be filed with the Hawai'i Civil Rights Commission no later than one hundred eighty (180) days, or with the Equal Employment Opportunity Commission no later than three hundred (300) days from the date of: (1) the alleged unlawful discriminatory act; or (2) the last occurrence of discrimination in a pattern of ongoing discriminatory conduct.

Persons wishing to file complaints with other agencies should contact that agency to obtain information on their specific procedures and should not wait for resolution of a complaint made to the employer, including the Judiciary. Contact information for other agencies are as follows:

Equal Employment Opportunity Commission
300 Ala Moana Boulevard, Room 7-127
P.O. Box 50082
Honolulu, Hawai'i 96850-0051
Telephone: 1-800-669-4000 info@eeoc.gov

Hawai'i Civil Rights Commission
830 Punchbowl Street, Room 411
Honolulu, Hawai'i 96813
Telephone: (808) 586-8636 DLIR.HCRC.INFO@hawaii.gov

Hawai'i Government Employees Association Headquarters
888 Mililani Street, Suite 401
Honolulu, Hawai'i 96813-2991
Telephone: (808) 536-2351 oahudiv@hgea.org

United Public Workers Headquarters
1426 North School Street
Honolulu, Hawai'i 96817
Telephone: (808) 847-2631

Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawai'i 96813
Telephone: (808) 521-4591

Commission on Judicial Conduct
426 Queen Street, Room 118
Honolulu, Hawai'i 96813-2914
Telephone: (808) 539-4790
judconduct.c.comm@courts.hawaii.gov

Judicial Selection Commission
417 South King Street
Honolulu, Hawai'i 96813-2902
Telephone: (808) 538-5200