Invitation for Bids
No. J09050

To Furnish, Deliver, and Install Security Equipment for The Judiciary, State of Hawaii

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

September 19, 2008

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII

INVITATION FOR BIDS
NO. J09050

September 19, 2008

Competitive sealed bids **TO FURNISH, DELIVER, AND INSTALL SECURITY EQUIPMENT FOR THE JUDICIARY**, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to and will be opened on **October 10, 2008, 2:00 p.m. HST.**

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. All offers must be made on forms obtainable at the aforesaid place or from our web site at http://www.courts.state.hi.us under "General Information" and "Business with the Judicairy", and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Invitation for Bids may be directed to Paul Kaneshiro of the First Circuit Court Fiscal Office at (808) 539-4351, FAX (808) 539-4322, email paul.t.kaneshiro@courts.state.hi.us; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802,email jonathan.h.wong@courts.state.hi.us .

Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: September 19, 2008)

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SECTION ONE -SPECIFICATIONS

1.1 SCOPE

The contractor shall furnish, deliver and install Security Equipment as required by The Judiciary, State of Hawaii within 60 calendar days from the date specified in the notice to proceed. **Contract must also provide local maintenance of the new equipment and disposal cost of existing equipment being replaced.**

1.2 BASIC REQUIREMENTS

It is the intent of The Judiciary, State of Hawaii to purchase conveyorized, digital TV X-ray Security Screening Machines, Walk-Thru Metal Detectors, and Hand-Held Metal Detectors to be used in the various court facilities on the island of Oahu and Big Island, for scanning persons, briefcases , purses, and other parcels to detect weapons and dangerous instruments and help prevent persons from bringing these objects into the court building or courtroom. Local service and maintenance must be provided to minimize the downtime of the equipment and ensure the court security operation and its equipment function smoothly at all times.

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

Any variances to any of the following specifications must be pre-approved for bidding by submitting in writing to The Judiciary Financial Services Administrator by 2:00 p.m. Hawaii Standard Time, on the date indicated in the Invitation for Bids. Failure to gain pre-approval on any variance may render your bid non-responsive.

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

The electronic circuitry of the equipment shall be of current solid state design. **In addition, for the X-ray units, image processing shall be via Pentium computer or equivalent.** All power supplies shall be UL listed and all units designed to run using standard 110 volt electric lines.

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

Disposal of existing equipment shall be performed in accordance with the Hawaii Administrative Rules, Title 11, Chpt 45 (http://gen.doh.hawaii.gov/sites/har/AdmRules1/11-45.pdf). Disposal questions may be directed to the Indoor and Radiological Health Branch of the Department of Health, State of Hawaii, at 808-586-4700.

1.3 LIST OF SECURITY EQUIPMENT

Item No.	Description	Destination	Est. Qty
1.	Xray Security Screening	Oahu - Ka`ahumanu Hale 777 Punchbowl St. Honolulu, HI 96813	2
2.	**Disposal** of Existing Xray	Oahu - Ka`ahumanu Hale	2
3.	Walk-Thru Metal Detectors	Oahu - Ka`ahumanu Hale 777 Punchbowl St. Honolulu, HI 96813	2
4.	Walk-Thru Metal Detectors	Oahu - Kauikeaouli Hale 1111 Alakea St. Honolulu, HI 96813	2
5.	Walk-Thru Metal Detector	Oahu - Ewa Dist. Ct. 870 Fourth St. Pearl City, HI 96782	1
6.	Walk-Thru Metal Detector	Oahu - Waianae Dist. Ct 87-1784 Farrington Highway Wai`anae, HI 96792	1
7.	Walk-Thru Metal Detector	Oahu - Kaneohe Dist. Ct. 45-939 Po`okela Street Kaneohe, HI 96744	1
8.	**Disposal** of Existing Walk-Thru's	Walk-thru's located at above Oahu locations	7
9.	Hand-Held Metal Detectors	Big Island - Hilo Judiciary Complex	4

EXTENDED WARRANTY

XRAY UNITS - 2 year warranty on new Xray units to include parts, labor, transportation.

WALK-THRU UNITS - 2 year warranty (Parts Only) on new Walk-Thru units.

HAND-HELD DEVICES - 2 year warranty (Parts Only) on new Hand-Held devices.

1.4 SPECIFICATION DETAILS

1.4.1 X-ray Security Screening Machine

1. Unit must comply with FDA Standard 21 CFR 1020.40; FAA Standard 14 CFR 108.17 and 14 CFR 129.26

2. Unit must provide organic/inorganic/metallic material discrimination.

3. The end to end length of the machine, excluding discharge tables, must not exceed 78".

4. The tunnel size must be a minimum of 22" x 14". Items passed through the tunnel opening shall be scanned and imaged regardless of orientation and without corner cut off.

5. All power supplies shall be UL listed and all units designed to run using standard 110 volt electric lines.

6. Since electrical "brown-outs" are common in some locations, an appropriately sized internal or external surge protector (or similar protection system or uninterruptible power supply) shall be included with each unit.

7. Conveyor speed approximately 45 feet per minute(.022 m per sec). The conveyor shall operate in either direction and image shall "scroll" onto the monitor in the conveyor operating direction. Conveyor height shall be a minimum 24 inches from the floor.

8. Unit must be a floor model; the unit must be on casters. Larger casters may be listed in the Optional Accessories/Supplies section of the Invitation for Bids document.

9. Unit must have at least one 17 inch color monitor with high resolution, low radiation, ergonomic design, flicker free display.

10. Unit shall have ability to zoom in on images 2x to 60x at operator discretion.

11. Image processor sensor type must be a folded array (L-shaped) with a minimum of 1152 diodes and a minimum of 140 KV X-Ray Generator.

12. Image processing must be through a Pentium computer or equivalent.

13. The unit shall be capable of enhancing the image in both light and dark areas continuously to provide operator with a clearer image of the entire contents.

14. Unit must come with a minimum **two year warranty** including parts, labor, service, transportation, expenses and include bi-annual preventive maintenance.

15. Include a complete description with name, make, and model number of the machine, with descriptive literature.

16. Unit must be able to accommodate optional short tables on both entrance and discharge ends, which may be attached or detached at operator's option.

17. Other optional equipment (e.g. slides, tables, extensions) may be listed in the Optional Accessories/Supplies section of the IFB.

1.4.2. Walk-thru Metal Detector

1. Contractor shall furnish all materials for a microprocessor-controlled Walk-Thru Metal/Weapon Detection System which is designed to detect passing metal objects of various sizes and compositions.

2. No manual balancing or site calibration shall be required except for those functions associated with the actual detection application (e.g., sensitivity, program or volume).

3. Unit shall meet the requirements of the FAA detection standards as applied to airports and related facilities.

4. Throughput rate of the unit shall range from 50 people per minute for hand gun detection applications to 5 people per minute for high security applications where it is desirable to detect all metal objects.

5. All power supplies shall be UL listed and all units designed to run using standard 110 volt electric lines. AC connections shall be available at the bottom of either archway panel or through the top of the archway. Electronics console shall be mounted in the overhead support of the archway structure.

6. In the Optional Accessories/Supplies section of the Invitation for Bids, please list options to protect unit from electrical "brown outs" which may occur in some locations.

7. The archway will be made of wood material with a scratch-resistant plastic laminate cover.

8. The overall dimensions shall be a maximum height of 87", maximum width of 36 inches, and maximum depth of 23 inches. The passage dimension shall be a width of 30 inches.

9. System security to include tamper indication for console entry, power removal and signal cable disconnection. Keylock access for programming functions.

10. Walk-thru direction shall be bi-directional.

11. No special walkway ramp or structure shall be required over a normal floor surface.

12. No photoelectric, infrared or other detection device shall be used as an electronic gate to control traffic flow or serve as a means to disable the operation of the system to reduce false alarms caused by ambient interference.

13. Dual alarm lights, audible alarms, and led system to indicate target position.

14. Other optional equipment may be listed in the Optional Accessories/Supplies section of the Invitation for Bids.

1.4.3. Hand-held Metal Detectors

1. Unit shall be a hand-held metal detector designed to detect metallic weapons and objects using a non-contact, physical screening procedure.

2. Unit's sensitivity shall be easily adjusted to vary the size of objects detected. Sensitivity can be adjusted to curtail interference from ambient metal (i.e. floor with rebar).

   Example of sensitivity:
   Small 22 cal. pistol Detected at 4-1/2";
   Small scissors Detected at 3-1/2".

3. Unit shall not affect cardiac pacemakers.

4. Detection of a metal object shall be indicated by an audible signal and LED visual alarm.

5. Unit shall be powered by a single 9 volt battery providing a minimum of 80 hours of normal operation. Unit shall have a battery check or low battery alarm system.

6. Dimensions shall be as follows:

Overall Length	Maximum 19 "
Probe Length	Minimum 7 "
Weight	Maximum 18 oz

7. Casing shall be of high impact nylon and/or fiberglass.

1.5 DELIVERY ADDRESSES

Offers shall be submitted on the basis of F.O.B. destination to include court locations listed in

the list above List of Security Equipment. Upon award, purchase orders will be issued indicating final shipping addresses.

1.6 EQUIPMENT AND WARRANTY/MAINTENANCE

Quality of Product. Equipment offered for purchase shall be new, in normal working condition and in accordance with the manufacturer's specifications.

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

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

Maintenance. Full Service Maintenance agreement shall begin **after the warranty period** and shall be **at the option and at the expense of The Judiciary**. **Annual maintenance charge increases, if any, are negotiable and are only applicable after the initial one year quoted maintenance period.**

Full Service Maintenance **shall include but not be limited to lubrication and cleaning as necessary, and parts to keep the equipment in good operating condition.** It shall be the responsibility of the Contractor to provide preventive maintenance inspections in order to preempt downtime. The Contractor shall make all necessary repairs and adjustments of the equipment, including the replacement of all parts without additional charge to keep the equipment in good working condition in accordance to the manufacturer's standards and specifications. If damaged or worn, the parts will be replaced. There will be no additional labor charges. Contractor shall provide on-call remedial service and shall be within eight (8) working hours after receipt of trouble call. The Contractor shall notify the Judiciary when parts are not readily available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

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

END OF SECTION ONE

SECTION TWO SPECIAL PROVISIONS

2.1 SCOPE

Work included in this contract shall consist of Furnishing, Delivering, and Installing Security Equipment for the Judiciary. All work shall be performed in accordance with these Special Provisions, the attached Specifications, General Conditions, dated February 2001 and Procedural Requirements dated May 2003, by reference made a part hereof and available at the following location or from our website: http://www4.hawaii.gov/jud

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

2.2 OFFICER-IN-CHARGE

Paul Kaneshiro of the First Circuit Court Fiscal Office, is the designated Officer-In-Charge. The telephone number at which he may be reached is (808) 539-4351.

2.3 TERM OF CONTRACT

Contractor shall enter into a twelve (12) month price list contract to furnish and deliver the security equipment. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than 2 additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least thirty (30) days prior to expiration.

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

2.4 DELIVERY

The Contractor shall deliver the specified equipment to the delivery address indicated on the purchase order issued, within sixty (60) days after receipt of purchase order. Failure to meet the delivery date, will be subject to Liquidated Damages as stated in the Special Provisions.

Offers shall be submitted on the basis of F.O.B. destination to include various court locations on Oahu and Hilo, and may include Kauai, Maui, Molokai, Lanai, and Kona.

2.5 OFFEROR QUALIFICATION

a. Experience: At the time of bidding, offeror shall be a factory authorized distributor or a subsequently authorized dealership and fully qualified to service their installed machines, shall have available, both factory-trained technicians and an adequate supply of parts for the repair and maintenance of the equipment.

b. References. Offeror shall list two (2) governmental agencies and/or business firms to whom bidder has sold, rented and/or serviced the manufacturer's security equipment. Include at least TWO (2) references which cover the above bidder-installed equipment for which he is providing continuous maintenance under a service contract (agreement). Offeror shall have on staff or arrange for qualified technicians who shall have a minimum of one (1) year experience with maintaining and installing the type of equipment bid. The Judiciary reserves the right to contact any of the listed agencies and/or firms to inquire about the quality and reliability of the equipment and service being provided by the offeror. The Judiciary reserves the right to reject the bid submitted by any offeror who has not provided equipment and performed services that is similar in nature to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory .(See References section in OFFER FORM for further details.)

c. Local Service Representative. Offeror shall arrange with and identify a local service representative (in Hawaii) in order to qualify for award. Local representative must be located within state of Hawaii, from where he/she will be available to perform the maintenance services specified by this IFB, on Judiciary's normal business days, from 7:45 a.m. through 4:30 p.m., HST. At least one local representative shall be available to perform the services specified by this IFB for the duration of the contract period. **Failure on the part of the Offeror to meet this requirement shall result in rejection of the related Offer.**

2.6 OFFER PREPARATION

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

2.6.1. Legal Name

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

2.6.2. Offer Price

Quantities stated in this IFB are estimates; additional units may be purchased at the Offer prices throughout the extended contract period. Offer price shall include all costs required to furnish, deliver, and install the equipment as outlined in this IFB. **Offer price shall include any necessary maintenance during the warranty period; maintenance thereafter will be at the option and at the expense of The Judiciary.** The Unit Prices for new equipment, unit prices for **disposal of existing equipment**, and Grand Total shall include all shipping & handling costs , Hawaii General Excise Tax, and any and all other costs to provide the equipment/services per the specifications. Offers shall be rejected as non-responsive when submitted on a basis other than F.O.B. destination to include various court locations on Oahu and Hilo, and may include locations on Kauai, Maui, Molokai, Lanai, and Kona.

Disposal of existing equipment shall be performed in accordance with the Hawaii

Administrative Rules, Title 11, Chpt 45 (http://gen.doh.hawaii.gov/sites/har/AdmRules1/11-45.pdf). Disposal questions may be directed to the Indoor and Radiological Health Branch of the Department of Health, State of Hawaii, at 808-586-4700.

2.6.3. Proposal Guarantee

A Proposal Guarantee is NOT required for this Invitation for Bids.

2.6.4 Tax Clearance

HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror 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 is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site: http://www.state.hi.us/tax/2006/a6.pdf or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

2.6.5 Certificate of Compliance

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27 which is available at http://hawaii.gov/labor/forms/DCD-LIR27.pdf or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR. and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

2.6.6 Certificate of Good Standing

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com . To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

2.6.7 Hawaii Compliance Express

Alternatively, instead of separately applying for these certificates (i.e. Tax Clearance, Cert. of Compliance, and Cert. of Good Standing) at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at http://vendors.ehawaii.gov/hce/spolash/welcom.html to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than $25,000 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee of $15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

2.6.8 Timely Submission of all Certificates.

The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

2.6.9 Final Payment Requirements

Final payment under this Agreement shall be made only upon CONTRACTOR'S compliance through the Hawaii Compliance Express.

2.6.10 Hawaii General Excise Tax License

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

2.6.11 Joint Contractors

Offeror may subcontract portions of this project. Offeror shall be the Primary Contractor and be liable for all work performed under this project.
See also Section 2.5c above re: Local Service Representative.

2.7 OFFER QUOTATION

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

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

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

Unit purchase price shall also include warranty maintenance of equipment. Bidder must bid on all items to qualify for award. **Offer price shall include any necessary maintenance during the warranty period; maintenance thereafter will be at the option and at the expense of The Judiciary.**

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

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

2.8 SUBMISSION OF OFFER

2.8.1 Offerors shall submit three (3) copies (1 original, 2 copies) of the OFFER FORM. Completed offers must be submitted no later than the date and time indicated in the Invitation for Bids notice to:

The Judiciary, State of Hawaii
Financial Services Division
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Naty Butay

OFFERS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

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

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

2.9 CONTRACT AWARD

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

2.10 CONTRACT EXECUTION

The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date. Judiciary programs requiring the specified equipment will then issue purchase orders to the Contractor at the contracted prices.

As the IFB quantities are estimates, no work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed and until a purchase order is issued and received from the various Judiciary programs. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

2.11 CONTRACT BOND

Contract Bond is NOT required for this contract.

2.12 INVOICING AND PAYMENT

Contractor shall submit an original and three copies of the invoice to the billing address indicated on the purchase order.

Section 103-10, Hawaii Revised Statutes, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

2.13 DELIVERY EXTENSION

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

2.14 DELIVERY AND SITE PREPARATION

Delivery of equipment will be completed within sixty (60) calendar days to the appropriate delivery site after receipt of purchase order.

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

2.15 TRAINING OF PERSONNEL

Contractor shall provide trained personnel qualified to give instructional help in the proper operation of the equipment. This service shall be made available within twenty-four (24)

hours after installation and at no additional cost to the Judiciary. Instruction and operation manual(s) for the equipment shall be provided by the Contractor.

2.16 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.

2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.

3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.

4. Discontinues the prosecution of the work or services.

5. Otherwise breaches any term of the contract.

6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.

7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.

8. Makes an assignment for the benefit of creditors.

9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods 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 off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

2.17 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to

ascertain, shall be estimated, agreed upon and fixed at the sum of TEN DOLLARS ($10.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

2.18 INTERPRETATION OF PROVISIONS

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

2.19 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION TWO

SECTION THREE - OFFER FORM

INVITATION FOR BIDS NO. J09050
FURNISH, DELIVER, AND INSTALL SECURITY EQUIPMENT
TO THE JUDICIARY, STATE OF HAWAII

Offeror: _____

Honolulu, Hawaii

_____, 20_____

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

Dear Financial Services Administrator:

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

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, 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 hereby proposes to **FURNISH, DELIVER, AND INSTALL SECURITY EQUIPMENT TO THE JUDICIARY, STATE OF HAWAII**, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

_____Dollars

($_____)

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

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

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

State of incorporation _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

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

_____

Federal I.D. No. _____

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

Payment address (other than street address below): _____

City, State, Zip Code _____

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

City, State, Zip Code _____

Date: _____

Respectfully submitted,

(x)_____
Authorized Original Signature

Telephone No.: _____

Fax No.: _____

_____
Name and Title (Please Type or Print)

Email Address:_____

I. The following proposal is hereby submitted to furnish, deliver, and install Security Equipment for the Judiciary, State of Hawaii within sixty (60) days after receipt of purchase order.

List of Security Equipment:

Item No.	Description	Destination	Qty	Bid Price/Unit	Extended Total
1.	Xray Security Screening. **Make:** _____ **Model:** _____	Oahu - Ka`ahumanu Hale 777 Punchbowl St. Honolulu, HI 96813	2	$	$
2.	**Disposal** of Existing Xray. (EG&G, Sys 215E)	Oahu - Ka`ahumanu Hale	2	$	$
3.	Walk-Thru Metal Detectors. **Make:** _____ **Model:** _____	Oahu - Ka`ahumanu Hale 777 Punchbowl St. Honolulu, HI 96813	2	$	$
4.	Walk-Thru Metal Detector. (Same make/model as 3. above.)	Oahu - Kauikeaouli Hale 1111 Alakea St. Honolulu, HI 96813	2	$	$
5.	Walk-Thru Metal Detector (Same make/model as 3. above.)	Oahu - Ewa Dist. Ct. 870 Fourth St. Pearl City, HI 96782	1	$	$
6.	Walk-Thru Metal Detector. (Same make/model as 3. above.)	Oahu - Waianae Dist. Ct 87-1784 Farrington Highway Wai`anae, HI 96792	1	$	$
7.	Walk-Thru Metal Detector. (Same make/model as 3. above.)	Oahu - Kaneohe Dist. Ct. 45-939 Po`okela Street Kaneohe, HI 96744	1	$	$
8.	**Disposal** of Existing Walk-Thru's (L3 Sentrie LC)	Walk-thru's located at above Oahu locations	7	$	$

9.	Hand-Held Metal Detectors **Make:** _____ **Model:** _____	Big Island - Hilo Judiciary Complex	4	$	$
	GRAND TOTAL *				**$**

EXTENDED WARRANTY

XRAY UNITS - 2 year warranty on new Xray units to include parts, labor, transportation.

WALK-THRU UNITS - 2 year warranty (Parts Only) on new Walk-Thru units.

HAND-HELD DEVICES - 2 year warrant (Parts Only) on new Hand-Held devices.

* Grand Total should agree with Total Bid Price on page 1 of this Invitation for Bids Offer Form. **Unit Price and Grand Total shall include all shipping & handling costs , Hawaii General Excise Tax, and any and all other costs to provide the equipment per the specifications. AWARD** of this IFB will be based on Grand Total. In the event of a calculation error, unit price shall prevail.

II. Additional Information

A. AUTHORIZED LOCAL SERVICE REPRESENTATIVE

Company Name	Address	Phone/Fax/email

B. JOINT CONTRACTORS/SUBCONTRACTORS

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint

contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

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

Subcontractor Name	Address	Phone/Fax/Email

C. REFERENCES

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

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

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

END OF SECTION THREE

SECTION FOUR - ATTACHMENTS:

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

PUBLICATION 1, INFORMATION ON TAXES

TAX CLEARANCE APPLICATION

CERTIFICATE OF COMPLIANCE