



RELEASE DATE: JUNE 17, 2022

**The State of Hawaii  
State Procurement Office**

**Request for Proposals  
Solicitation No. 22008**

**UNARMED SECURITY GUARD SERVICES**

OFFERS ARE DUE AT 2:30 P.M., HAWAII STANDARD TIME (HST) ON

AUGUST 1, 2022

(or such later date as may be established by the State of Hawaii by an Addendum to this RFP)

BY SUBMISSION TO THE STATE PROCUREMENT OFFICE

**DIRECT ALL QUESTIONS REGARDING THIS RFP, 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:**

MATTHEW CHOW, TELEPHONE  
(808) 586-0577 OR EMAIL ADDRESS [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov).

Donna Tsuruda-Kashiwabara  
Procurement Officer

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## RFP Administrative Information

RFP Title:	UNARMED SECURITY GUARD SERVICES
RFP Project Description: (See Purpose)	The State of Hawaii in conjunction is seeking Contractor(s) to provide unarmed security guard services
RFP Point of Contact: (See State Contract Administrator)	Buyer Name – Matthew Chow Agency Name – State Procurement Office Agency Address – 1151 Punchbowl Street, Rm 416, Honolulu, HI 96813 Buyer email – matthew.m.chow@hawaii.gov Buyer Phone – (808) 586-0577
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Pre-Proposal Conference:	June 24, 2022; 10:30 A.M. Hawaii Standard Time (HST)
Pre-Proposal Conference Location: (See Pre-Proposal Conference)	Via Webinar
Deadline to Receive Questions: (See Schedule and Significant Dates and Electronic Submission of Questions)	July 1, 2022; 2:30 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)	August 1, 2022
RFP Closing Time: (See Schedule and Significant Dates)	2:30 P.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Period of Performance)	Two (2) year(s) beginning on the date specified on the Notice to Proceed. and two (2) additional 24-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 3.5 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII.)**

**REQUEST FOR PROPOSALS**  
**Unarmed Security Guard Services**  
**RFP No. 22008**

**Section 1: General Information**

**1.1 Purpose**

To provide unarmed security guard services per island to the State of Hawaii. Security guard services shall only be for access and/or perimeter of a location. Security Requirements for services are pursuant to §463, HRS for guards.

**1.2 Schedule and Significant Dates**

The table below contains the State’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:	<a href="#">June 17, 2022</a>
Pre-Proposal Registration Deadline:	<a href="#">June 23, 2022; 2:00 P.M. HST</a>
Pre-Proposal Conference:	<a href="#">June 24, 2022; 10:30 A.M. HST</a>
Question Submittal Deadline:	<a href="#">July 1, 2022; 2:30 P.M. HST</a>
Answers to Questions:	<a href="#">July 15, 2022; 2:30 P.M. HST</a>
Last day to request copy of Pre-Proposal Conference	<a href="#">July 18, 2022; 9:00 A.M. HST</a>
Proposal Due Date and Time:	<a href="#">August 1, 2022; 2:30 P.M. HST</a>
Evaluations	<a href="#">August 1, 2022 – September 30, 2022</a>
Estimated Date for Discussions, if necessary	<a href="#">October 3, 2022 – October 28, 2022</a>
Estimated Due Date for BAFO, if necessary	<a href="#">November 1, 2022 – November 30, 2022</a>
Anticipated Award Date:	<a href="#">December 2, 2022</a>

**1.3 Contract Type**

This is a Firm Fixed Price labor hour contract.

**1.4 Period of Performance**

This contract shall be for an initial period of two (2) year(s) beginning on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional 24-month renewal periods, or parts thereof. The contract may be extended if the price remains the same or lower. No Service Level Agreement (SLA) shall exceed the RFP No. 22008 Period of Performance and its renewal periods.

## 1.5 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, State Procurement Office is:

Matthew Chow  
Purchasing Specialist  
1151 Punchbowl Street, Room 416  
Honolulu, HI 96813  
matthew.m.chow@hawaii.gov  
Phone: (808) 586-0577; Fax: (808) 586-0570

## 1.6 Definitions

The following definitions apply to this solicitation.

- **Contract Administrator** means the person designated to manage the various facets of the contract(s) to ensure the Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.
- **Contractor** means the person having a contract with a governmental body.
- **Fixed-price basis** means an established price agreed upon by the Contractor and State, by agreement or by authority, as the price to be charged for a specified amount of services.
- **Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).
- **Guard** means a registered uniformed person responsible for the safekeeping of a client's properties and persons within contractually prescribed boundaries, and for observation and reporting relative to such safekeeping. "Guard" shall not include any active duty federal, state, or county law enforcement officers or personnel.
- **Guard agency** means a licensed firm engaged in the guard business.
- **Hawaii Administrative Rules (HAR)** means the adopted operating procedures for state agencies authorized by the laws of the State of Hawaii.
- **Hawaii eProcurement System (HlePRO)** is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.
- **Hawaii Revised Statutes (HRS)** means the laws that govern the State of Hawaii.
- **Offeror** means the company or firm that submits a proposal in response to this Request for Proposal.
- **Principal guard** means a licensed guard designated as the guard agency's primary licensee who is fully responsible for the direct management and control of the agency and the agency's employees.

- **Procurement Officer** means any person with delegated authority to enter into and administer contracts and make written determination with respect thereto. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.
- **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.
- **Proposer** has the same meaning as Offeror.
- **Request for Proposals (RFP)** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
- **Services** means the furnishing of labor, time, or effort by a contractor or Contractor, which involves the delivery or supply of products.
- **State** means judiciary, the legislature, office of Hawaiian Affairs, department of education, University of Hawaii, Hawaii health systems corporation, remaining departments of the executive branch and all governmental bodies administratively attached to them, and the counties.
- **Service Level Agreement (SLA)** means a written agreement between both the Procurement Officer and the Contractor that is subject to the terms and conditions in this solicitation. At minimum, the SLA shall include: (1) description of service - identify individuals entering a location and/or perimeter checks (2) identification of roles and responsibilities, (3) billing address, (4) Procurement Officer's contact information – name, phone number, email, department name (5) number of guard(s), (6) estimated number of hours required per guard, (7) start and end date, (8) scheduled hours for work, and (9) address to report to for work. No SLA shall exceed the RFP No. 22008 Period of Performance and its renewal periods.



## **Section 2: Solicitation Information**

### **2.1 Governing Laws and Regulations**

This procurement is conducted by the Department of Accounting and General Services (DAGS), State Procurement Office (SPO), in accordance with the State Procurement Code. Information about SPO and its governing laws are available at <http://spo.hawaii.gov/>.

This procurement shall be governed by 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.

### **2.2 Electronic Procurement**

**2.2.1** The State has established the Hawaii State eProcurement (HlePRO) 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 HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

**2.2.2** The State will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Schedule and Significant Dates. The State shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

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

**2.2.4** HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. 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 HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

Offerors shall enter \$1.00 as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO. Offeror shall provide the usage report to NIC Hawaii until the \$5,000 is paid to NIC Hawaii.

### **2.3 RFP Addenda**

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

The State 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 (HlePRO) to obtain RFP addenda or other information relating to the RFP.

### **2.4 Pre-Proposal Conference**

A pre-proposal conference will be held on June 24, 2022; 10:30 A.M. HST on Microsoft Teams. Attending the Pre-Proposal Conference shall not be used in lieu of reading the RFP.

Attendance for the conference is optional. If attending, Offeror is required to register in HlePRO no later than June 23, 2022; 2:00 P.M. HST.

If Offeror would like to obtain a copy of the recorded conference, Offeror shall email [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov) no later than July 18, 2022; 9:00 A.M. HST to make arrangements for Offeror to bring in his/her USB device to the State Procurement Office.

### **2.5 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 to the State POC requesting clarification on or before the deadline for doing so 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 State POC will respond by the date for the same in Schedule and Significant Dates. The State may issue Addenda in response to written questions received regarding the RFP.

### **2.6 Electronic Submission of Questions**

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). 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 (HlePRO) 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.

## **2.7 Proposal Due Date**

Proposals must be received by the posted closing date and time as described in Schedule and Significant Dates of this RFP.

## **2.8 Cancellation of Procurement and Proposal Rejection**

The State 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 State, pursuant to HAR §3-122-96 thru HAR §3-122-97.

## **2.9 Firm Offers**

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

## **2.10 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the State 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 State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **2.11 Ownership or 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 State shall not reimburse such costs. All proposals become the property of the State of Hawaii.

## **2.12 Additional Information**

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

## Section 3: Requirements

### 3.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate the ability to satisfy these requirements in the proposal submitted for consideration. Offerors shall be considered non-responsive if unable to cover the minimum requirements which they may not be considered for award.

### 3.2 Minimum Requirements and Qualifications

Offeror shall provide all services as described below:

#### Description of Work

- 3.2.1 Unarmed Security Guards shall identify individuals when entering a location and/or perimeter checks of an area as described in the SLA.
- 3.2.2 Maintain laws, rules, and regulations for the protection and security and provide a safe environment for employees and the general public, which may include but not limited to patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.
- 3.2.3 Maintain watch in the assigned locations for disturbances by visitors and occupants.
- 3.2.4 Exercise tact and judgment to prevent or minimize disorder, quell disturbances, and generally maintain law and order.
- 3.2.5 Assist employees when visitors are observed or reported as being hostile, abusive, or disorderly, or if they appear to be under the influence of drugs or alcohol, mentally or emotionally unstable, in the process of an unlawful or criminal act, and/or armed.
- 3.2.6 Respond to disturbances, including instigating immediate notification for assistance when law enforcement intervention is necessary. Guard shall follow through after summoning law enforcement, by cooperating and assisting with law enforcement action when necessary, and testifying in court, if necessary.
- 3.2.7 Prevent the entry of unauthorized person(s) into restricted areas and immediately summon and inform law enforcement immediately upon awareness of possible unlawful or hazardous behavior of an individual.
- 3.2.8 Detect and recognize dangerous items and objects. Dangerous items are defined as firearms, weapons, device, instrument, material or substance, whether animate or inanimate which when 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 listed on the SLA.

- 3.2.9 Detect and identify illegal contraband. Illegal contraband is defined as any article or item, which a person is prohibited from obtaining or possessing under the Hawaii Revised statutes (HRS) or City and County Ordinances.

All contraband that is detected shall be immediately reported to the department listed on the SLA.

- 3.2.10 Maintain a log of prohibited items removed from and subsequently returned to individual entering and exiting.
- 3.2.11 Report any malfunction of equipment to the department listed on the SLA.
- 3.2.12 Prepare activity and incident reports and assist with the recording of all incidents requiring Sheriff and/or Police assistance or intervention.
- 3.2.13 Maintain the confidentiality of all documents viewed during the performance of their duties.
- 3.2.14 Assist State security as appropriate.
- 3.2.15 The Procurement Officer listed on the SLA may increase or decrease the number of guards as needed. The State will inform the Contractor in writing twenty-four (24) hours in advance for the number of guards. Additional Guards will be assigned as appropriate.

Important Note: Contractor must be flexible as the schedule of hours and number of guards may be tentative and subject to change.

### Contractor Responsibility

- 3.2.16 Contractor shall ensure assigned guards are proficient in English; reading, writing, and speaking.
- 3.2.17 Contractor shall ensure assigned guards are able to lift a minimum of twenty (20) pounds.
- 3.2.18 Contractor shall assign a minimum of one (1) Principal Guard to oversee the contract and its staff.
  - 3.2.18.1 Contractor or its Principal Guard shall be responsible to provide a replacement guard if the scheduled guard fails to show for his/her scheduled shift within one-half (1/2) hour of the scheduled start time. Contractor shall send a suitable replacement within thirty (30) minutes, or shall be liable for liquidated damages.
  - 3.2.18.2 The contractor shall provide in writing to the Procurement Officer listed on the SLA the contact information, such as but not limited to

the phone number and email address of the Principal Guard. Principal Guard may be contacted at any time, any day throughout the year (including holidays and weekends) for any immediate issue that requires immediate attention.

- 3.2.19 The Contractor shall maintain an active Guard license with the Hawaii Department of Commerce and Consumer Affairs (DCCA) throughout the term of this contract. Upon request, the Contractor shall provide a copy the guard license to the State.
- 3.2.20 Contractor shall provide guards with all equipment and materials to perform job duties such as but not limited to radio communication system, monitoring command control center, vehicles, uniforms and name tags.
- 3.2.21 Contractor shall conduct a State and Federal criminal history record check and the State and National Sex Offender Registries for any person, including but not limited to any officer, employee, volunteer, or subcontractor who provides the services of this contract. The Contractor is responsible for ensuring that any person who provides services under this contract and who has a prior record of conviction or other record following a minimum record check is qualified to perform the services required under this contract.
- 3.2.22 Contractor shall comply with Section 463, HRS, specifically as it pertains to guards and guard agencies.
- 3.2.23 Guards shall possess good judgment, even temperament, tact, and ability to communicate and read simple instructions. They shall be in good health, and physically able to perform the duties which include prolonged standing for considerable periods.
- 3.2.24 Guards shall refrain from having visitors and socializing. Unofficial telephone calls and reading or viewing of personal devices while on duty should be limited to emergency situations only.
- 3.2.25 Contractor shall meet with the State prior to contract start date for logistics and further instructions.

#### Additional Terms and Conditions

- 3.2.26 All work performed shall be paid at the quoted hourly rate. No overtime rates shall be paid to the Contractor.
- 3.2.27 The Procurement Officer may increase or decrease the number of guard(s) and/or hours of work required for any SLA. In the event the actual hours are less than SLA, the reduction of hours shall not constitute grounds for any equitable price adjustment for the contractor.
- 3.2.28 The State reserves the right to request the Contractor to assign another person if it is determined that a safety concern about the

person with a criminal record. The State reserves the right to remove and/or replace any Guard who has demonstrated incompetence, carelessness, disorderly conduct, erratic attendance, or who does not perform their duties in a satisfactory manner.

3.2.29 The State may modify the SLA if mutually agreed upon in writing between the Procurement Officer and Contractor prior to any change.

### **3.3 Payment**

Pursuant to HRS §103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of projects to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

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

#### 3.3.1 State's purchasing card (pCard)

The pCard shall be used for all orders totaling less than \$2,500. This requirement is for all agencies of the Executive branch, excluding Department of Education, Hawaii Health Systems Corporation, Office of Hawaiian Affairs, and University of Hawaii. On an exception basis, agencies may issue purchase orders for their transactions. Contractor shall forward invoices, original and three (3) copies, directly to the ordering agency for those agencies issuing purchase orders.

#### 3.3.2 Hawaii General Excise Tax (GET) and County Surcharge

For all orders placed against this contract, Contractor may assess the ordering agency the Hawaii GET and County Surcharge as a separate line item.

#### 3.3.3 Invoices

At minimum, all invoices shall:

- Reference the "SPO Price List 23-05"
- First and last name of the guard
- The total amount of hours per guard
- Address where services were performed

Upon request by the State, the Contractor shall provide further information in Microsoft excel for reconciling purposes which may include date, actual start and end time per day and guard, and/or any other information indicated in the SLA.

### **3.4 Order of Precedence**

Any order placed under contract shall consist of the following documents:

- 3.4.1 Contract (AG-003, AG-010, AG-012, AG-013, AG-008 and all other attachments or exhibits)
- 3.4.2 RFP No. 22008 and Addendums
- 3.4.3 Service Level Agreement (SLA)
- 3.4.4 Purchase Order
- 3.4.5 Contractor's response to the solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Contract are only those accepted by the State Procurement Office and must be in writing and attached to this contract as an Exhibit or Attachment.

### **3.5 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii**

HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii. NIC Hawaii shall invoice the 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 HlePRO system.



## Section 4: Instructions to Offerors – Proposal Submission

### 4.1 Proposal Objectives

One of the objectives of this RFP is to make proposal preparation easy and efficient while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared straightforwardly and concisely, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

### 4.2 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.

### 4.3 Proposal Submission Instructions

Proposals must be received by Proposal Due Date and Time through the Hawaii Electronic Procurement System (HlePRO). Proposals received after the deadline and/or through any sources other than HlePRO will be rejected.

### 4.4 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HlePRO 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 HlePRO, 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 HlePRO 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.

## 4.5 Required Format and Content

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.

**4.5.1 Table of Contents.** Offeror shall complete and submit in HlePRO. A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.

**4.5.2 Offer Checklist.** Offeror shall complete and submit in HlePRO. Complete and submit all items noted on the Offer Checklist.

**4.5.3 Attachments.** Each document listed below shall be completed when submitting in HlePRO. See Special Provisions, Proposal Preparation.

**4.5.3.1 Offer Form, OF-1.** Offeror shall complete and submit OF-1 in HlePRO. 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, agreement to provide services, and the understanding of evaluation criteria and process.

**4.5.3.2 Offer Form, OF-2 Client References.** Offeror shall complete and submit in HlePRO.

**4.5.3.3 Offer Form, OF-3 Price.** Offeror shall complete and submit in HlePRO.

**4.5.3.3.1** The hourly rate shall be firm for the first twelve (12) months.

**4.5.3.3.2** Hourly rate shall include the following price inclusions and conditions and any other costs incurred to provide services specified including the transaction fee for processing this procurement electronically.

**4.5.3.3.3** Include all applicable taxes, including the GET or use tax and county surcharge for all sales. The GET or use tax and county surcharge shall be added to the

invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) per island (<https://tax.hawaii.gov/geninfo/countysurcharge/>). No other charges will be honored, except as specified herein.

- 4.5.3.3.4 Include labor, equipment, transportation, storage, training, all applicable taxes and any other costs incurred to provide services specified.
- 4.5.3.3.5 No price increase shall be allowed to an executed SLA. An SLA shall not exceed the RFP No. 22008 Period of Performance and its renewal periods.
- 4.5.3.3.6 SPO Price List Contract Change. All price adjustments allowable by this "Price Adjustment" clause that do not affect the scope, term, or other conditions will be addressed via a State Procurement Office Price List Contract Change. A formal written supplemental agreement addressing the price change will not be required.
- 4.5.3.3.7 The State Procurement Office shall make the final determination for allowance of price increase requests. In the event of a general price decrease, the State will be entitled to reductions; provided, however, the amount of such decrease shall not exceed the amount of any increase granted herein. Contractor shall notify the State within five (5) business days of such price decrease.

4.5.3.4 **Wage Certificate.** Offeror shall complete and submit in HlePRO. The wage certificate is a requirement of Section 103-55, Hawaii Revised Statutes.

4.5.4 **Evaluation Criteria Submittals (Refer to Section 5 Evaluation and Award).** Offeror shall complete and submit in HlePRO. This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements. All responses shall be typed in Arial 12 font or equivalent. Information that exceeds the maximum number of pages allowed and/or not typed will receive lower points.

4.5.4.1.1 **Evaluation Criteria 1: Workforce** – submittal limited to one (1) page per question

4.5.4.1.2 **Evaluation Criteria 2: Training** – submittal limited to one (1) page per question

4.5.4.1.3 **Evaluation Criteria 3: Customer Support** – submittal limited to one (1) page per question

- 4.5.4.1.4 Evaluation Criteria 4: Experience and Expertise** – submittal limited to one (1) page per question
- 4.5.4.1.5 Evaluation Criteria 5: Customer Base** – submittal limited to one (1) page per question
- 4.5.4.1.6 Evaluation Criteria 6: Staff Turnover** – submittal limited to one (1) page per question
- 4.5.4.1.7 Evaluation Criteria 7: Insurance** – submittal limited to one (1) page per question
- 4.5.4.1.8 Evaluation Criteria 8: Price** – submittal limited to one (1) page

**4.5.5 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 State 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 State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

#### **4.6 Each Offeror to Bear its Own Costs**

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.

## **Section 5: Evaluation and Award**

### **5.1 Evaluation of Proposals**

An evaluation committee of at least three (3) qualified State employees approved by the SPO Procurement Officer, 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 State 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 State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State 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 State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Schedule and Significant Dates. The State 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 State 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 State through HlePRO 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(s) whose proposal is determined the most advantageous to the State of Hawaii, taking into consideration price and the other evaluation factors set forth in this request for proposals.

Award(s) will be made per island. Proposals that do not score seventy (70) points overall shall not be considered for the award pool.

### **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**

<b>Evaluation Category</b>	<b>Point Breakdown</b>
Evaluation Criteria 1: Workforce	<b>20</b>
Evaluation Criteria 2: Training	<b>20</b>
Evaluation Criteria 3: Customer Support	<b>10</b>
Evaluation Criteria 4: Experience and Expertise	<b>6</b>
Evaluation Criteria 5: Customer Base	<b>8</b>

Evaluation Criteria 6: Staff Turnover	<b>8</b>
Evaluation Criteria 7: Insurance	<b>8</b>
Evaluation Criteria 8: Price	<b>20</b>
<b>Total Possible Points</b>	<b>100</b>

## 5.9 Scoring Process

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria above.

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 explain 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 requirement. 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 include 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 each evaluators' rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

<b>Rate Achieved</b>	X	Points Possible For that Criteria	= Points
Total Rating Achievable			

Example:

<b>4 Very Good</b>	X	25	= 20
5			
<b>1 Poor</b>	X	25	= 5
5			

Proposals that do not score seventy (70) points overall shall not be considered for the award pool.

### 5.10 Notice of Award

After a final selection is made, the State will issue a notice of award(s) on its electronic procurement system (HlePRO). Upon award, proposal files are public records are available for review by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at <http://oip.hawaii.gov>.

### 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.



## **Section 6: Evaluation Criteria**

### **6.1 Evaluation Criteria 1: Workforce**

- 6.1.1 Explain what methods are used for a guard's background screening?
- 6.1.2 What qualifications must security guard have before being hired for your company?
- 6.1.3 How often are guards drug screened, and for what drugs?
- 6.1.4 Explain disciplinary actions and company procedures for a guard who fails a drug screening; fails to provide satisfactory service and the customer asks to replace the guard. In addition, explain how your company researches a guard who was let go from another company for the reasons above.
- 6.1.5 What measures do you put into place to improve your retention rate? Does your company provide any incentivization to guard(s) who provides excellent service? If so, describe.

### **6.2 Evaluation Criteria 2: Training**

- 6.2.1 What pre-assignment and orientation training do guards go through?
- 6.2.2 What on-the-job or facility specific training do guards go through?
- 6.2.3 How is training provided to your guards (e.g. classroom, books and videos in the field)?
- 6.2.4 Explain your procedures in the event that a guard does not show up for his/her scheduled shift? How will the Procurement Officer and department be notified?
- 6.2.5 How do you measure the success of your training program? How often is re-training conducted, if at all?

### **6.3 Evaluation Criteria 3: Customer Support**

- 6.3.1 How many accounts will each principal guard serve, and how will the State be ensured satisfactory service by each principal guard?
- 6.3.2 Explain how the principal guard(s) process to escalate problems and issues in order to provide satisfactory service to the Procurement Officer that executes a Service Level Agreement (SLA)?
- 6.3.3 Explain how the Procurement Officer shall receive assistance when decisions need to be made urgently?
- 6.3.4 Explain how Offeror and its principal guard(s) plan to service all State Jurisdictions and what island(s) services will be provided.
- 6.3.5 What other services and/or equipment will be provided by the offeror?

#### **6.4 Evaluation Criteria 4: Experience and Expertise**

- 6.4.1 What other State Jurisdictions have you provided similar services? Explain how you were you able to retain them over multiple contracts?

#### **6.5 Evaluation Criteria 5: Customer Base**

- 6.5.1 What is your client retention rate and explain how the number was calculated.
- 6.5.2 Why do clients choose not to renew with your company? Explain what adjustment(s) have been made to prevent and ensure the issue(s) does not repeat?
- 6.5.3 How do you win clients from other security guard providers?
- 6.5.4 Do you offer multiyear discounts or early renewal discounts? How many of your clients take advantage of these discounts? For longer periods of service listed in the SLA, will offeror lower the price indicated in the OF-3?
- 6.5.5 Client References (3 points)

Offeror shall complete Section 1 of the Offer Form OF-2 Client References with at least three (3) clients that received services that are similar to those in the statement of work. Offeror shall send Sections 2 to client to complete. Offeror shall submit Sections 1 and 2 in HlePRO with Offer.

The State reserves the right to conduct reference checks beyond what was provided by references.

The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without confirmation of services from at least three (3) listed clients. Offerors are encouraged to notify references with due notice.

##### **6.5.5.1 Past Performance Relevancy and Recency Ratings**

The State will evaluate the Offeror's demonstrated record of contract performance in supplying services that meet users' needs, including price and schedule. The recency and relevancy of the information, the source of the information, the context of the data, and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact on the confidence assessment than less recent and less relevant performance. The State will perform an independent determination of the relevancy of the data provided or obtained. A relevancy determination will be made in addition to the reference responses received. The State is not bound by the Offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned

to each effort identified in the Offeror's proposal on past performance.

<b>PAST PERFORMANCE RELEVANCY RATING SECTION 2</b>	
<b>Rating</b>	<b>Definition</b>
4-Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort this solicitation requires.  Has provided all services in present/past performance effort involved essentially the same scope and magnitude of effort this solicitation requires.
3-Relevant	Present/past performance effort involved similar scope and magnitude of effort this solicitation requires.  Has provided some services in present/past performance effort involved essentially the same scope and magnitude of effort this solicitation requires.
2-Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort this solicitation requires.  Has provided few services in present/past performance effort involved essentially the same scope and magnitude of effort this solicitation requires.
1-Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort this solicitation requires.

For purposes of this evaluation, recency is defined as active or completed efforts performed from the closing date of this solicitation. The more recent the effort the higher recency score it will receive, as follows:

<b>PAST PERFORMANCE RECENCY RATING SECTION 2: Project Dates</b>	
<b>Rating</b>	<b>Definition</b>
3	A service with 6 years or longer
2	A service between the last 4 to 6 years.
1	A service within the last 4 years.

Final Performance Rating. Once the evaluation has considered recency and relevancy, it is time to take those considerations and determine an overall rating for past performance in respect of

whether the information reviewed will allow for successful performance of the current solicited requirements.

Rating	Description
6- High Confidence	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
5- Significant Confidence	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
4- Satisfactory Confidence	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
3- Unknown Confidence	No performance record is identifiable.
2- Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
1- No Confidence	

#### **6.6 Evaluation Criteria 6: Staff Turnover**

- 6.6.1 What is the average length of stay by your employees and explain how it was calculated?
- 6.6.2 How will you prevent staff turnover affecting service for this contract and SLA?
- 6.6.3 What personal development or continuing education programs does your company offer employees?
- 6.6.4 What promotional opportunities are available for guards?
- 6.6.5 Are any of your guards unionized? If so, please provide further information.

#### **6.7 Evaluation Criteria 7: Insurance**

- 6.7.1 What are the premiums for the various types of insurance that your firm purchases?
- 6.7.2 How have your insurance premiums changed over the past several years?
- 6.7.3 How have changing insurance premiums impacted your service prices?
- 6.7.4 What type of benefits do you offer your employees?
- 6.7.5 Do you offer your employees medical insurance? If so, please provide further information.
- 6.7.6 Have you introduced any supplementary services to address issues brought on by the coronavirus pandemic?

## 6.8 Evaluation Criteria 8: Price

6.8.1 Price shall be completed on the OF-3.

6.8.2 Cost Points Conversion. In converting cost to points, the Lowest Total Price will automatically receive the maximum number of points allocated to price shown in the example below. The point allocations for price on the other Offers will be determined through the method set out in the following formula: [Lowest Total Price multiplied by maximum points divided by [Offeror's Proposed Price] = Price Points Awarded.

For example, if the maximum points for the price are 30 of the total points and Offeror A submitted a price for \$20.00; Offeror B submitted a price of \$25.00; Offeror C submitted a price of \$30.00.

- Offeror A would receive the maximum points based on the lowest offer of \$20.00.
- Offeror B would not receive the maximum points based on the lowest offer of  $\$20.00 \times 30 \text{ points} / \$25.00 = 24 \text{ points}$ .
- Offeror C would not receive the maximum points based on the lowest offer of  $\$20.00 \times 30 \text{ points} / \$30.00 = 20 \text{ points}$ .

## Section 7: 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.

### 7.1 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, State Procurement Office is:

Matthew Chow  
Purchasing Specialist  
1151 Punchbowl Street, Room 416  
Honolulu, HI 96813  
matthew.m.chow@hawaii.gov  
Phone: (808) 586-0577; Fax: (808) 586-0570

### 7.2 Dispute Process and Escalation

The following steps address any issues or concerns that may occur during the transition/implementation stage or at any time throughout the contract period:

Contractor shall work with the ordering agency to address any issues or concerns during the contract period. If unresolved, contractor shall contact the Jurisdiction's point of contact before contacting the State Procurement Office Contract Administrator.

### 7.3 Post Award Deliverables

The contractor shall provide, upon request of the State, the following, including but not limited to deliverable items:

	<b>Due Date</b>	<b>Deliverable</b>	<b>Action Required</b>
Liability Insurance	Prior to the start of the contract.	Liability Insurance Certificates	Contractor shall maintain during the life of the contract and provided to the SPO contract administrator prior to the policy expiration

Usage Reports	October 31 for date range FY Q1: July 1 – September 30	Report includes but not limited to: <ul style="list-style-type: none"> <li>1. Jurisdiction</li> <li>2. Department/Agency Name</li> <li>3. Island</li> <li>4. SLA Fully executed date</li> <li>5. SLA Start Date</li> <li>6. SLA End Date</li> <li>7. Description of Service</li> <li>8. Number of Guards</li> <li>9. Number of hours of worked per guard</li> <li>10. Total Cost</li> </ul>	Contractor shall provide on a quarterly basis.
	January 31 for date range FY Q2: October 1 – December 31		
	April 30 for date range FY Q3: January 1 – March 31		
	July 31 for date range FY Q4: April 1 – June 30		

## **Section 8: Special Provisions**

### **8.1 Scope**

The Offer shall be in accordance with this RFP solicitation, including the Special Provisions in this section, the Scope of Work specified herein, the SPO General Provisions, dated 7/2017 or as amended, and the Attorney General (AG) General Conditions, Form AG-008 or as amended.

A SPO Price List 23-05 contract will be issued as a result of any award(s) made for this RFP. Participating jurisdictions will contract for services on an “as needed” basis during the term of the contract.

### **8.2 State Participation**

In return for prices submitted the following purchasing jurisdictions may purchase their requirements from the successful Offeror(s):

Executive Department/Agencies	City & County of Honolulu
Department of Education	Honolulu City Council
Hawaii Health Systems Corporation	Honolulu Board of Water Supply
University of Hawaii	Honolulu Authority for Rapid Transportation
Public Charter School Commission and Schools	County of Hawaii
Office of Hawaiian Affairs	Hawaii County Council
House of Representatives Senate	County of Hawaii-Hawaii Department of Water Supply
Judiciary	County of Maui
	Maui County Council
	County of Maui-Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai-Department of Water

### **8.3 Use of Price or Vendor List by Nonprofit Organizations**

Pursuant to Section 103D-804, HRS nonprofit organizations with current purchase of services contract(s) (Chapter 103F, HRS) have been invited to participate in SPO price or vendor list contracts.

If a nonprofit organization (hereinafter called “nonprofit”) wishes to purchase from a SPO price or vendor list contract, the nonprofit must obtain approval from the price or vendor list contractor; participation must be mutually agreed upon. A price or vendor list contractor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and price or vendor list contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a price or vendor list contractor.



## **8.4 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services**

All Offerors for service contracts shall comply with section HRS §103-55, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit an offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, 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.

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 the contract to perform services shall result in the cancellation of the contract.

It shall be the duty of the government contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

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 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- 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.

## **8.5 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.

### **8.5.1 Vendor Compliance - Hawaii Compliance Express (HCE)**

Vendors may use the HCE, which is an electronic system that allows vendors/Contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

### **8.5.2 Timely Registration on HCE**

Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

### **8.5.3 Verification of Compliance on the HCE**

Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

### **8.5.4 Vendor Compliance - Paper Documents**

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

#### **8.5.4.1 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/>.

#### **8.5.4.2 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 (DLIR). 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 *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

#### **8.5.5 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/>.

#### **8.5.6 Timely Registration**

The above certificates should be applied for and submitted to the State as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, an Offeror otherwise responsive, may not receive the award.

### **8.5.7 Verification of Compliance**

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

### **8.5.8 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 State in writing prior to the deadline for written questions as stated in the Schedule and Significant Dates, as amended. 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.

## **8.6 Proposal Preparation**

### **8.6.1 Attachments**

Offeror shall complete following and submit in HlePRO.

- 8.6.1.1 Table of Contents
- 8.6.1.2 Offeror Checklist
- 8.6.1.3 Offer Form, OF-1
- 8.6.1.4 Offer Form, OF-2
- 8.6.1.5 Offer Form, OF-3
- 8.6.1.6 Wage Certificate
- 8.6.1.7 Evaluation Criteria Submittals

See Required Format and Content for more details.

### **8.6.2 Offer Guaranty**

An offer guaranty is NOT required for this RFP.

### **8.6.3 Tax Liability and County Surcharge**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions

made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax. 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, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

#### **8.6.4 Federal I.D. No. and Hawaii General Excise Tax License I.D.**

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on OFFER FORM, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

### **8.7 Confidentiality**

- 8.7.1 If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.
- 8.7.2 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.
- 8.7.3 Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General'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).

## **8.8 Redaction by the State**

If the State 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 State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

## **8.9 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:

Procurement Officer  
State Procurement Office  
1151 Punchbowl Street, Rm 416  
Honolulu, HI 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 Procurement Officer'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.

## **8.10 Notice to Proceed**

Work will commence on the official commencement date specified on the Notice to Proceed.

## **8.11 Contract Execution**

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplemental contract for the additional extension period.

## 8.12 Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

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

- A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- B. "It is agreed that any insurance maintained by the 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 State of Hawaii.

Prior to award, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State 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 State during the entire term of the price list and price list extensions,

if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, 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 State 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 price list.

### **8.13 Contract Invalidation**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **8.14 Mistakes in Proposals**

- 8.14.1 Mistakes shall not be corrected after awarding of the contract.
- 8.14.2 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.
- 8.14.3 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.
- 8.14.4 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.

### **8.15 Modification Prior to Submittal Deadline or Withdrawal of Offers**

- 8.15.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.
- 8.15.2 Any change, addition, deletion of attachment(s), or data entry of an Offer may be made prior to the deadline for submittal of offers.

### **8.16 Contract Changes – Unanticipated Amendments**

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

### **8.17 Price Adjustment**

An increase to the contract price shall be permitted under the following conditions:

- 8.17.1 Initial 12-month period. Hourly rate shall remain fixed for the first twelve (12) months.
- 8.17.2 Contractor's Price Adjustment Request. Contractor may submit a written request to adjust hourly rate after the first twelve (12) months to the State Procurement Office. Contractor may submit a written request to adjust the hourly rate once every twelve (12) months.
- 8.17.3 Basis for Price Adjustment. Price adjustment for hourly rate shall be based upon the Producer Price Index (PPI) Detailed Reports for Other selected services less trade, transportation, and warehousing industries, Security Guards and Patrol Services, Industry Code 561612, published by the United States Department of Labor, Bureau of Labor Statistics. The PPI Detailed Reports are currently located at this URL: <https://www.bls.gov/ppi/home.htm>.
- 8.17.4 Only not seasonally adjusted numbers will be used. The PPI number of a certain month and year will be compared to the PPI number of

the same month and following year to determine a price adjustment, if any.

- 8.17.5 If the applicable PPI shows an increase, the simple percentage method shall be used to calculate the price increase from the Unadjusted 12-month percent change. For example, if the PPI for December 2020 is 132.4 and the PPI for December 2021 is 140.614, the maximum price increase allowed would be 5% [December 2021 (140.614) – December 2020 (132.4)] / December 2020 (132.4) = 6.20%. The price increase will be applied to the hourly rate. Regardless of the PPI, no price increase shall exceed 5% for any given 12-month period.
- 8.17.6 If the applicable PPI shows a decrease, an equivalent percentage decrease price adjustment may be made following the same index and formula above. Regardless of the PPI, no price decrease shall exceed 5% for any given 12-month period.
- 8.17.7 In the event that PPI data is discontinued, the data from the industry code that is most like the specified industry code will be used. In the event that PPI data is missing, the most recent month's data will be used.
- 8.17.8 No price increase shall be allowed to an executed SLA. An SLA shall not exceed the RFP No. 22008 Period of Performance and its renewal periods.
- 8.17.9 SPO Price List Contract Change. All price adjustments allowable by this "Price Adjustment" clause that do not affect the scope, term, or other conditions will be addressed via a State Procurement Office Price List Contract Change. A formal written supplemental agreement addressing the price change will not be required.
- 8.17.10 The State shall make the final determination for allowance of price increase requests. In the event of a general price decrease, the State will be entitled to reductions; provided, however, the amount of such decrease shall not exceed the amount of any increase granted herein. Contractor shall notify the State within five (5) business days of such price decrease.

## **8.18 Re-execution of Work**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor.

## **8.19 Liquidated Damages**

Failure to complete the services described in the contract within the time proposed will cause damage to the State. The amount of said damages shall be fixed at the sum of FIFTY DOLLARS (\$50.00) for every thirty minutes per guard delays in the completion services required at the start of the contract after the required date of said completion.

Liquidated damages can be avoided where the State and the Contractor mutually agree in writing.