



RELEASE DATE: FEBRUARY 16, 2022

STATE PROCUREMENT OFFICE  
INVITATION FOR BIDS  
No. 23006

SEALED OFFERS  
FOR  
UNARMED SECURITY GUARD SERVICES

STATE OF HAWAII  
DEPARTMENT OF ACCOUNTING &  
GENERAL SERVICES  
STATE PROCUREMENT OFFICE

WILL BE RECEIVED UP TO 2:30 P.M. HST ON

MARCH 23, 2023

OR AS RECEIVED THROUGH ADDENDA IF APPLICABLE, THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MATTHEW CHOW, TELEPHONE (808) 586-0577 OR E-MAIL AT [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov).

*Cheryl Ann Roberts*

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for Donna Tsuruda-Kashiwabara  
Procurement Officer

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# **SECTION ONE**

## **SCOPE OF WORK AND SPECIFICATIONS**

### 1.1 SCOPE OF WORK

The State Procurement Office (SPO) on behalf of the Department of Accounting and General Services (DAGS), is soliciting bids for unarmed security guard services pursuant to §463, HRS for guards and security attendants whom act in a guard capacity with physical presence and safekeeping.

A SPO Vendor List contract will be issued as a result of any awards made for this Invitation for Bids (IFB). It is anticipated that multiple awards will be made and participating agencies will order on an "as needed" basis during the term of the contract issuing a Service Level Agreement (SLA) and Purchase Order.

### 1.2 DEFINITIONS

- "Act/Acting in a guard capacity" means the performance of safekeeping, observation, and reporting functions by a uniformed officer.
- "Bidder" means any individual, partnership, firm, corporation, joint venture, or other legal entity submitting, directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
- "Contractor" means any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State, and acting directly or through its agents or employees.
- "Firm" means a sole proprietor, corporation, joint venture, limited liability partnership, limited liability corporation, partnership, association, or any other legal business entity.
- "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.
- "HAR" means Hawaii Administrative Rules.

- “HRS” means Hawaii Revised Statutes.
- “IFB” means Invitation for Bids, all documents, whether attached or incorporated by reference, utilized for soliciting bids
- “Physical presence” means maintaining a post (e.g., a stationary guard, bouncer, etc.) or patrolling the premises (e.g., physically responding to alarms or incidents on the property, etc.).
- "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.
- “Safekeeping” means protecting property, assets, or persons through a physical presence to detect and deter illegal actions, inappropriate actions, violations of the property’s or premise’s rules or code of conduct, or unsafe conditions; including but not limited to theft, damage, harm, or risk of injury to such persons or property, as applicable.
- “Security Attendant” means a person who only monitors security cameras.
- “Service Level Agreement” means a written agreement between the Procurement Officer and the Contractor that identifies the service needed and subject to the terms and conditions in this solicitation. At minimum but not limited to, the SLA shall include: (1) description of service (2) identification of roles and responsibilities, (3) billing address, (4) Procurement Officer’s contact information – name, phone number, email, department name, (5) List department that would hold/destroy the weapons/drugs confiscated and/or abandoned (if department is different than procurement officer’s department) (6) number of guard(s), (7) estimated number of hours required, (8) start and end date, (9) scheduled hours for work, and (10) address to report to for work and (11) other duties as assigned. No SLA shall exceed the contract’s Period of Performance nor exceed one year nor allow weapons.
- “SPO” means State Procurement Office
- “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.
- “Weapons” means items defined in HRS 134 and any type of irritant spray (mace, pepper, or similar compound).

### 1.3 DESCRIPTION OF WORK - GUARD

- 1.3.1 Guard shall act in a guard capacity with physical presence and safekeeping.

- 1.3.2 Maintain laws, rules, and regulations for protection and security. Provide a safe environment for employees and general public by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.
- 1.3.3 Maintain watch in the assigned locations for disturbances by visitors and occupants.
- 1.3.4 Exercise tact and judgment to prevent or minimize disorder, quell disturbances, and generally maintain law and order.
- 1.3.5 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.
- 1.3.6 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.
- 1.3.7 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.
- 1.3.8 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 in the SLA.
- 1.3.9 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.
- 1.3.10 Maintain a log of prohibited items removed from and subsequently returned to individual entering and exiting.
- 1.3.11 For each SLA location, report any malfunction of equipment, damages to State property, security risk to the Department listed in the SLA.
- 1.3.12 Work with Department security camera system to assist with virtual patrolling when appropriate.
- 1.3.13 Prepare activity and incident reports and assist with the recording of all incidents requiring Sheriff and/or Police assistance or intervention.
- 1.3.14 Maintain the confidentiality of all documents viewed during the performance of their duties.
- 1.3.15 Assist State security as appropriate.
- 1.3.16 Violations of policies or procedures. Guards may need to issue a verbal or written warning or notice, writing citations, and notifying supervisor and as indicated in the SLA.

- 1.3.17 Trespassing. Actions may include preventing the trespasser from gaining entry or access to areas, indentifying and issuing a trespass warning, calling State or local law enforcement and as indicated in the SLA.
- 1.3.18 Criminal Offenses. Actions may include immediately calling State or local law enforcement, relating incident information to law enforcement personnel upon arrival, providing assistance and support, and as indicated in the SLA.
- 1.3.19 Emergencies. During emergencies, such as fires or accidents or other serious incidents, actions may include summoning the appropriate emergency first reponse agencies, providing such aid as deemed necessary (and for which the assigned security guard personnel is trained to deliver), and/or providing other assistance as deemed exigent or logical under the circumstances (e.g. protecting evidence at the scene of a crime, guarding an area following a disaster or critical incident, etc).
- 1.3.20 Service and Outreach. Provide assistance, information, direction, escorts, a “show of support” when a security presence is necessary, educate public and department on safety and security best practices, and develop and maintain community relationship through interpersonal contact.
- 1.3.21 On and Off Hour Closing Operations. Conduct opening and closing tasks such as unlocking/locking doors, gates and windows, turning on/off lights, fan and other electronics, or securing equipment. Conduct other tasks as needed and included in the SLA.
- 1.3.22 Guard shall be trained on the following Federal Emergency Management Agency (FEMA) Emergency Management Institute (EMI) Independent Study (IS) Courses or their respective equivalent (<https://training.fema.gov/is/crslist.aspx>):
  - 1.3.22.1 IS-100.B. Introduction to Incident Command System, ICS 100
  - 1.3.22.2 IS-700.A National Incident Management System (NIMS) An Introduction
- 1.3.23 Guard shall take the following courses/sessions prior to start of an SLA.
  - 1.3.23.1 First Aid/CPR (Cardio Pulmonary Resuscitation) and training on the use of an AED (Automated External Defibrillator).
  - 1.3.23.2 Safety measures for blood borne pathogens.
- 1.3.24 Guard shall respond to any medical situation as necessary, i.e. Call 911 and perform CPR and/or AED.
- 1.3.25 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.
- 1.3.26 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.

#### 1.4 DESCRIPTION OF WORK – SECURITY ATTENDANT

- 1.4.1 Guard shall act in a guard capacity with physical presence and safekeeping.
- 1.4.2 Security Attendant shall only work with department security camera system to assist with virtual patrolling.
- 1.4.3 Respond to disturbances, including instigating immediate notification for assistance when law enforcement intervention is necessary. Security Attendant shall follow through after summoning law enforcement, by cooperating and assisting with law enforcement action when necessary, and testifying in court, if necessary.
- 1.4.4 Maintain laws, rules, and regulations for protection and security. Provide a safe environment for employees and general public by monitoring property; monitoring surveillance equipment; and monitoring access points by cameras.
- 1.4.5 Maintain watch in the assigned locations for disturbances by visitors and occupants.
- 1.4.6 Prepare activity and incident reports and assist with the recording of all incidents requiring Sheriff and/or Police assistance or intervention.
- 1.4.7 Maintain the confidentiality of all documents viewed during the performance of their duties.
- 1.4.8 Assist State security as appropriate.
- 1.4.9 Security Attendant 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 monitoring cameras for periods of time.
- 1.4.10 Security Attendant 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.
- 1.4.11 Criminal Offenses. Actions may include immediately calling State or local law enforcement, relating incident information to law enforcement personnel upon arrival, providing assistance and support, and as indicated in the SLA.
- 1.4.12 Emergencies. During emergencies, such as fires or accidents or other serious incidents, actions may include summoning the appropriate emergency first response agencies, providing such aid as deemed necessary (and for which the assigned security guard personnel is trained to deliver), and/or providing other assistance as deemed exigent or logical under the circumstances (e.g. protecting evidence at the scene of a crime, guarding an area following a disaster or critical incident, etc).
- 1.4.13 On and Off Hour Closing Operations. Conduct opening and closing tasks such as unlocking/locking doors, gates and windows, turning on/off lights, fan and other electronics, or securing equipment. Conduct other tasks as needed and included in the SLA.



## 1.5 CONTRACTOR RESPONSIBILITY

- 1.5.1 Contractor shall ensure assigned guard(s) and/or security attendants are proficient in English; reading, writing, and speaking.
- 1.5.2 Contractor shall ensure assigned guards are able to lift a minimum of twenty (20) pounds.
- 1.5.3 Contractor shall not have any exclusions or debarment from sam.gov and the State of Hawaii throughout the term of the contract or SLAs.
- 1.5.4 Contractor shall assign a minimum of one (1) Principal Guard to oversee the contract and its staff.
  - 1.5.4.1 Contractor or its Principal Guard shall be responsible to provide a replacement guard in the event that 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 one (1) hour.
  - 1.5.4.2 The Contractor shall communicate to the SPO and SLA Procurement Officer for any changes in contact information. 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.
  - 1.5.4.3 The Contractor must provide as much advance notice as possible of any scheduled or unscheduled leave for posted security guard or security attendant personnel to the affected SLA Department.
  - 1.5.4.4 Meal and Interval Breaks. The Contractor shall provide relief for reasonable meal and interval breaks for posted security guard or security attendant personnel, as needed, to ensure optimum performance in the delivery of security guard services. Relief personnel must be qualified under same terms of this solicitation. The SLA department shall be manned at all specified times.
- 1.5.5 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 of the guard license to the State.
- 1.5.6 Contractor shall provide guards with all equipment and materials to perform job duties such as but not limited to uniforms, name tags, pencils, pens, paper, foul weather gear, protective gear, safety clothing or equipment, flashlights, batteries, disposable masks, gloves, metal detectors or vehicles to perform service.
- 1.5.7 Contractor shall provide security attendant with all equipment and materials to perform work such as but not limited to uniforms, name tags, pencils, pens, paper.
- 1.5.8 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.

1.5.9 Contractor shall comply with Section 463, HRS and Chapter 97, HAR.

1.5.9.1 No individual shall engage in the business of guard for the purpose of protecting persons or property or to prevent theft or unlawful taking of goods, wares, merchandise, money, bonds, documents, or other articles of value for hire or reward or represent oneself to be, or hold oneself out as such without first obtaining a license as guard from the board and paying the application and license fees.

1.5.9.2 No firm shall engage in the business of guard for the purpose of protecting persons or property or to prevent theft or unlawful taking of goods, wares, merchandise, money, bonds, documents, or other articles of value for hire or reward or represent itself to be, hold itself out as, list itself as, or advertise as a guard agency without first obtaining a license as a guard agency from the board and paying the application and license fees. A guard agency shall have in its employ at least one principal guard who shall be fully responsible for the direct management and control of the guard agency and the agency's employees when guard services are being provided.

1.5.9.3 Principal Guard. The board may grant a principal guard license to any suitable individual, or a guard agency license to any suitable firm making written application therefor. The applicant, if an individual, or the principal guard of a firm shall be not less than eighteen years of age; Have had a high school education or its equivalent; Have had experience reasonably equivalent to at least four years of full-time guard work; Not be presently suffering from any psychiatric or psychological disorder which is directly related and detrimental to a person's performance in the profession; Not have been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the applicant to engage in the profession, unless the conviction has been annulled or expunged by court order; and Possess a history of honesty, truthfulness, financial integrity, and fair dealing.

1.5.9.4 Guard Agency. A firm applying for a guard agency license shall have in its employ an individual who is licensed and registered as a guard pursuant to section 463-10.5 and who shall be designated as the principal guard for the firm, and shall provide a bond as required under section 463-12.

1.5.9.5 A guard agency may employ as many agents, operatives, and assistants in a guard capacity and as necessary for the conduct of business; provided that the principal guard shall be held responsible for, and have direct management and control of, the

agency and the agency's employees while they are acting within the scope and purpose of the guard agency's business. These employees shall: Have had a high school education or its equivalent; Not be presently suffering from any psychiatric or psychological disorder which is directly related and detrimental to a person's performance in the profession; Not have been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the employee to engage in the profession, unless the conviction has been annulled or expunged by court order; and be registered with the board upon employment with the agency.

1.5.9.6 Form of application for license or registration. Application for a license or registration shall be made on a form prescribed by the board which may require a statement of the applicant's full name, age, date and place of birth, residence and business address, the business or occupation the applicant has engaged in for ten years immediately preceding the date of the filing of the application with names and addresses of employers, the date and place of any arrest or conviction of a crime where there has not been any order annulling or expunging the sentence or of any offense involving moral turpitude, whether the applicant has received treatment for any psychiatric or psychological disorder, or whether the treatment has ever been recommended, and such information, including fingerprints of the applicant and such other information as the board may require to investigate the character, competency, and integrity of the applicant. The board shall conduct such investigation of the applicant's background, character, competency, and integrity as it deems appropriate, and shall request, in accordance with section 846-2.7, criminal history records of the applicant from each jurisdiction in which the application form indicates the applicant lived for any substantial period of time. The Hawaii criminal justice data center shall provide such information on request to the director of commerce and consumer affairs.

1.5.9.7 Licenses; fees; renewal of licenses; inactive license. The license shall state the name and address of the principal office or place of business of the licensee, the name under which the licensed business is to be conducted, and the name of the principal detective or principal guard, if the licensee is a detective agency or guard agency. Except as provided in section 463-10.5, the renewal fee and compliance resolution fund fees, or the inactive license fee, shall be paid to the board on or before June 30 of each even-numbered year. These fees shall be as provided in rules adopted by the director pursuant to chapter 91. The failure, neglect, or refusal of any licensee to pay these fees and to submit all documents required by the board on or before June 30 of each even-numbered year shall result in the automatic forfeiture of the licensee's license. A forfeited license may be restored upon written application within

one year of the date of expiration and upon submittal of all required documents, fees, delinquent fees, and a penalty fee. Upon written request by a licensee, the board may place that licensee's active license on an inactive status. The licensee, upon payment of the inactive license fee, may continue on inactive status for the applicable renewal period. A licensee may renew an inactive license upon notification to the board. The failure, neglect, or refusal of any licensee on inactive status to pay the inactive license fee shall result in the automatic forfeiture of the licensee's license. While on inactive status, a licensee shall not be engaged in the practice of a private detective, guard, or agency. Any person who violates this prohibition shall be subject to discipline under this chapter and the board's rules. The license may be reactivated at any time by filing an application for reactivation with the board and: Fulfilling all requirements established by the board, including the payment of the appropriate fees the licensee would have paid had the licensee continued to maintain the license on an active status; and Providing any information regarding any arrest or conviction of any crime that reflects unfavorably on the fitness of the licensee to engage in the profession, and information that the licensee, while on inactive status, has suffered a psychiatric or psychological disorder that is directly related and detrimental to the licensee's performance in the profession. The board may deny an application for reactivation as provided in its rules. For the purposes of this chapter, the dishonoring of any check upon first deposit shall constitute a failure to meet the fee requirements.

- 1.5.9.8 Guards; registration, instruction, training, testing, and continuing education required; renewal of registration. All guards, and all agents, operatives, and assistants employed by a guard agency, private business entity, or government agency who act in a guard capacity shall apply to register with the board, and meet the following registration, instruction, and training requirements prior to acting as a guard: Be not less than eighteen years of age; Possess a high school education or its equivalent; provided that the applicant may satisfy the requirements of this paragraph by attesting that the applicant possesses a high school education or its equivalent; Not be presently suffering from any psychiatric or psychological disorder which is directly related and detrimental to a person's performance in the profession; and Not have been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the individual to act as a guard, unless the conviction has been annulled or expunged by court order; provided that the individual shall submit to a national criminal history record check as authorized by federal law, including but not limited to the Private Security Officer Employment Authorization Act of 2004, and specified in the rules of the board, and a criminal history record check from the Hawaii criminal justice data center under chapter 846. The board shall determine whether an

individual qualifies for registration pursuant to this subsection. All classroom instruction required under this section shall be provided by an instructor who is approved by the board and who may be an employee, manager, or owner of a guard agency in this State if the course of study meets board-approved curricula. Course curricula shall meet the specific standards of this section and all other applicable requirements of this chapter, and shall be established by the board. Guards and individuals acting in a guard capacity shall successfully complete the classroom instruction specified by this section, pass a written test, and undergo four hours of on-the-job training supervised by an individual who has successfully completed all of the requirements of this section or who has otherwise been approved by the board for on-the-job training. Guards and individuals acting in a guard capacity shall successfully complete: Eight hours of classroom instruction before the first day of service; and Four hours of classroom instruction during the triennial registration renewal period; provided that in addition to relevant guard industry material, the required classroom instruction shall include a refresher component on professional image and aloha training as approved by the board. For purposes of this section, "classroom instruction" may include two-way teleconferencing and other interactive educational formats approved by the board. The content of classroom instruction required under this section shall include, but not be limited to: State and federal law regarding the legal limitations on the actions of guards, including instruction in the law concerning arrest, search and seizure, and the use of force as these issues relate to guard work; Access control, safety, fire detection and reporting, and emergency response; Homeland security issues and procedures; When and how to notify public authorities; Techniques of observation and reporting of incidents, including how to prepare an incident report; The fundamentals of patrolling; Professional ethics; and Professional image and aloha training. Before beginning employment as a guard or in a guard capacity, in addition to the classroom instruction required by this section, guards and individuals acting in a guard capacity who carry a firearm or other weapon, including but not limited to an electric gun as defined in section 134-81, while on-duty in a guard capacity shall possess a valid permit to acquire the ownership of a firearm issued by county police pursuant to section 134-2 and shall satisfy the requirements of section 134-2(g). The board may adopt rules pursuant to chapter 91 that mandate additional training, instruction, testing, and continuing education for guards and agents, operatives, and assistants employed in a guard capacity. Effective June 30, 2018, registrations issued under this section shall be valid for the three-year triennial period, and may be renewed upon payment of the triennial renewal fee and compliance resolution fund fee to the board on or before June 30 of each triennial renewal term. Prior to the

June 30, 2021, triennial renewal of the guard registration and every registration renewal thereafter, the applicant shall pay all required fees, and have had at least four hours of continuing education as specified in this section and in the rules of the board. A guard who has registered with the board within one year prior to the applicable renewal date shall not be required to take the four hours of classroom instruction to renew the guard registration. The board may conduct a random audit, pursuant to rules adopted pursuant to chapter 91, of registrants applying for renewal of a registration to determine whether the continuing education requirements of this subsection have been met. The failure, neglect, or refusal of any registered guard to pay the renewal fee or meet the continuing education requirements shall constitute a forfeiture of the guard's registration. A forfeited registration may be restored upon written application within one year from the date of forfeiture, payment of the required renewal fee plus penalty fees, and meeting the continuing education requirements in effect at the time of restoration.

1.5.9.9 No licensee shall use any designation or trade name which implies any association with any municipal, county, state, or territorial government or the federal government, or any agency thereof; nor shall a licensee or employee of any licensee wear any badge or uniform capable of being associated with the badge or uniform of any government law enforcement organization.

1.5.9.10 Bond. Each licensee shall give to the board a bond in the sum of not less than \$5,000 executed by the applicant as principal and by a surety company authorized to do business in the State as surety. The bond shall be in such form as the board may prescribe, conditioned upon the honest conduct of the business of the licensee, and the right of any person injured by the willful, malicious, or wrongful act of the licensee to bring in the person's own name an action on the bond.

1.5.9.11 Penalties. Any employee or former employee of a licensee who divulges any information gained by the employee or former employee in the course of such employment except as the employee's or former employee's employer directs or as required by law, or who wilfully makes a false report to the employee's or former employee's employer, shall be fined not more than \$100 or imprisoned not more than six months, or both. Any person who violates any other provision of this chapter or any rule or regulation adopted by the board of detectives and guards under this chapter shall be fined not more than \$500 or imprisoned not more than one year, or both.

1.5.10 The employer, with the written authorization of the employee, shall conduct a criminal history records check, in accordance with section 463-10.5 and the rules of the board adopted pursuant thereto, of all new employees employed in a guard capacity directly through the Hawaii criminal justice

data center upon certification to the board that the signature on the authorization is authentic.

- 1.5.11 No person shall engage in the business of guard when the guard work is concurrent with other duties performed under the agreement of employment or when the guard work is not the principal fact of the employment without first obtaining a license as a guard.
- 1.5.12 If requested by the State or SLA Procurement Officer, Contractor shall meet in person at the SLA Department, unless the State or SLA Procurement Officer decides otherwise.
- 1.5.13 All work performed shall be paid at the quoted hourly rate. No overtime rates shall be paid to the Contractor. The Contractor shall ensure there is adequate coverage of guards for each SLA and responsible to maintain scheduling of guards.
- 1.5.14 Upon request by the State or the SLA Procurement Officer, Contractor shall provide proof of wages issued to its guard and/or security attendant in seven (7) business days by email, unless mutually agreed upon.
- 1.5.15 Contractor shall ensure Guard and Security Attendant shall not possess any weapon.

## 1.6 ADDITIONAL TERMS AND CONDITIONS

- 1.6.1 The SLA Procurement Officer may include other duties as needed in the SLA.
- 1.6.2 The SLA Procurement Officer may modify service with Contractor if mutually agreed upon in writing by amending the SLA. Contractor and SLA Procurement Officer shall complete prior to any service.
- 1.6.3 The SLA Procurement Officer may increase or decrease the number of guard(s) and/or hours of work required for its SLA when the Contractor is provided in writing.
- 1.6.4 The SLA Procurement Officer reserves the right to request the Contractor to assign another guard if it is determined that there is a safety concern about the guard. The SLA Procurement Officer 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.
- 1.6.5 Contractor shall not subcontract any work, unless approved by the SPO and posted on the resulting SPO Vendor List.
- 1.6.6 Awarded Contractor shall create a number for each SLA. No SLA number shall be duplicated.

## 1.7 PRE-BID CONFERENCE/QUESTIONS AND ANSWERS

A non-mandatory pre-bid conference is scheduled for February 22, 2023 at 9:00 am HST. If attending, email [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov) and download Microsoft Teams to your device. If you require an auxiliary aid/service or other

accommodation due to a disability, contact [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov) as soon as possible. Request made as early as possible will allow adequate time to fulfill your request.

If there are any questions, bidder shall submit questions in HlePRO prior to March 2, 2023 Question and Answer deadline.

#### 1.8 CONTRACT ADMINISTRATOR

The State Procurement Office is the issuing office for this document and all subsequent addenda relating to it. The person identified below is the single point of contact (POC) during this procurement process. Bidders and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this IFB, 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 SPO Contract Administrator may be changed in a SPO Vendor List change number. The POC designated by the State of Hawaii, State Procurement Office is:

Matthew Chow  
1151 Punchbowl St Rm 416  
Honolulu HI 96813  
(808) 586-0577  
[matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov)



## **SECTION TWO** **BIDDER SUBMITTAL AND CONTENT**

### 2.1 ELECTRONIC PROCUREMENT

The State has established the HlePRO (pronounced 'HI-PRO') to electronically solicit and receive offers for procurements. Bidders interested in responding to this electronic solicitation must be registered on the HlePRO in order to participate in this procurement. Registration information is available at the State Procurement Office (SPO) website: <http://hawaii.gov/spo>, click on HePS-HlePRO, then select *HlePRO for Vendors, Contractors and Service Providers – Information, Register and Log in*.

Award(s) resulting from this solicitation, if any, shall be conducted through HlePRO and subject to a mandatory .75% (.0075) transaction fee of the award, not to exceed \$5000 for the award. This transaction fee shall be due upon each sales report, and the Vendor shall be responsible for payment of the fee to NIC Hawaii, the vendor administering the HlePRO.

**Bidder shall input \$0 hourly rate, per island for Business Hours in HlePRO**

### 2.2 BIDDER'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Bidder's authority to sell a product or service. If there is a question or doubt regarding an Bidder's right or ability to obtain and sell a product or service, the Bidder shall resolve that question prior to submitting an offer.

### 2.3 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Bidder certifies as follows:

- 2.3.1 The costs quoted have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
- 2.3.2 Unless otherwise required by law, the cost which have been quoted in response to this solicitation have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other Bidder or competitor prior to the award of the contract.
- 2.3.3 No other attempt has been made or will be made by the Bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

### 2.4 REQUIRED REVIEW

- 2.4.1 Before submitting an offer, each Bidder must thoroughly and carefully examine this solicitation, any attachment, addendum, and other relevant document, to ensure Bidder understands the requirements of the solicitation. Bidder 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.

- 2.4.2 Should Bidder find defects and questionable or objectionable items in the solicitation, Bidder shall notify the SPO as soon as possible. This will allow the issuance of any necessary corrections and/or amendments to the solicitation by addendum, and mitigate reliance of a defective solicitation upon which award could not be made.

## 2.5 OFFER PREPARATION COSTS

Any and all costs incurred by the Bidder in preparing or submitting an offer shall be the Bidder's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.

## 2.6 TAX LIABILITY

- 2.6.1 Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.0% rate for sales 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, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 2.6.2 County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is 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>.
- 2.6.3 Federal I.D. Number and Hawaii General Excise Tax License I.D. Bidder 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 Bidder is doing business in the State and that Bidder will pay such taxes on all sales made to the State.
- 2.6.4 Tax-Exempt Vendors. If an Bidder is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

## 2.7 OFFER PREPARATION

- 2.7.1 Offer Form, OF-1. Bidder is required to complete and submit in HlePRO. Bidder is requested to submit its offer using Bidder'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. Failure to do so may delay proper execution of the contract. The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of

bid on HlePRO but shall be required upon Notice of Award OR provide electronic signature with audit trail. The submission of the offer on HlePRO shall indicate Bidder's intent to be bound.

2.7.2 Offer Form, OF-2, Bidder Information. Bidder is required to complete and submit in HlePRO.

2.7.3 Offer Form, OF-3, Hourly Rate per Guard. Bidder is required to complete and submit in HlePRO.

2.7.3.1 Bidder shall list hourly rate for Business Hours for at least one island. Bidder is not required to submit an hourly rate for all islands.

2.7.3.2 Quoted 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.

2.7.3.3 Include all applicable taxes, including the GET or use tax and county surcharge. The GET or use tax and county surcharge shall not exceed the current max pass-on tax rate(s). No other charges will be honored, except as specified herein.

2.7.3.4 Include labor, travel, equipment, transportation, storage, training, all applicable taxes and any other costs incurred to provide services specified.

2.7.3.5 Hourly rate shall be firm and as provided in the OF3. Hourly rate is the maximum amount allowed to charge the State per hour regardless of location on the identified island. For any SLA, the Contractor may provide a lower hourly rate to the State.

2.7.3.6 Bidder is not required to input an hourly rate for Night, Weekend and Holiday. If Bidder does not provide service for Night, Weekend or Holiday, Bidder shall not input an hourly rate. If the cell on the spreadsheet is left blank, the State assumes that the Offeror does not provide services such days and times.

2.7.4 Wage Certificate. Bidder is required to complete and submit in HlePRO. The wage certificate is a requirement of Section 103-55, Hawaii Revised Statutes.

2.7.5 Capability Statement. Maximum of 5 pages. Bidder shall include information as required from Section 4.1.1. Bidder is required to submit in HlePRO. Information shall include but not limited to brief information about the company, number of employees able to service each island, experience, training, certifications, awards, how bidder measures success of fulfilling contract requirements, retention rate of employees, how bidder disciplines employees who do not have satisfactory performance, and what separates you from your competitors.

## 2.8 ELECTRONIC SUBMISSION OF OFFER

The offer shall be submitted and received electronically through the HlePRO. This electronically submitted offer shall be considered the original. Any original offers received outside of the HlePRO, including faxed, hand delivered or e-mailed offers,

shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected.

#### 2.8.1 HlePRO Special Instructions

2.8.1.1 Bidder shall review all special instructions located on the HlePRO solicitation. Bidders are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.

2.8.1.2 Bidders are advised to not wait until the last minute to submit their offer on HlePRO. Bidders should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.

2.8.1.3 The submission of an offer shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

#### 2.9 FORMAT INSTRUCTIONS FOR SUBMITTING OFFER IN HIEPRO

2.9.1 Format. Offers shall be submitted as attachments on HlePRO.

2.9.2 Proprietary/Confidential Information. Proprietary information shall be contained in a separate file that is clearly identified as proprietary/confidential information.

#### 2.10 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAW

2.10.1 The Bidder may modify or withdraw an offer before the due date and time.

2.10.2 Any change, addition, deletion of attachment(s) of an offer may be made prior to the deadline for submittal of offers in the electronic system.

## **SECTION THREE**

### **CONTRACT AWARD AND TERMS**

#### 3.1 CONTRACT TYPE

Firm fixed-price labor hour contract.

#### 3.2 TERM OF CONTRACT

This initial period for this contract is April 13, 2023 to June 30, 2025, or as specified on the Notice to Proceed. Unless terminated, the contract may be extended without resolicitation, upon mutual agreement in writing between the State Procurement Office and the Contractor, before the expiration date, for not more than two (2) additional twenty four-month periods or parts thereof. The State Procurement Office may terminate the contract at any time upon thirty (30) days prior written notice.

#### 3.3 METHOD OF AWARD

Awards, if made, shall be to the lowest responsive, responsible Bidders, up to three awards per island. Bidders must complete all information specified on the Offer Form page(s) shown in the response and under the terms and conditions of this solicitation. Award(s) will be based on the OF3.

#### 3.4 RESPONSIBILITY OF BIDDERS

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

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

The State will verify compliance on Hawaii Compliance Express (HCE) throughout the term of the contract.

3.4.1 Hawaii Compliance Express. The HCE 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.

- 3.4.2 Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the *Certificate of Vendor Compliance* is accepted for the execution of contract and final payment.
- 3.4.3 Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, a Bidder will not receive the award.
- 3.4.4 Vendor Compliance - Paper Documents

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

- 3.4.4.1 HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the lowest responsive Bidder 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/>.
- 3.4.4.2 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 lowest responsive Bidder 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 SPO. 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/>
- 3.4.4.3 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Bidder 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 date of issue. A photocopy of the certificate is acceptable to the SPO. To obtain the Certificate, the Bidder 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/>.
- 3.4.4.4 Timely Registration. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid

certificate is not submitted on a timely basis for award of a contract, a Bidder otherwise responsive and responsible may not receive the award.

3.4.4.5 Verification of Compliance. Upon receipt of compliance documents (A-6, LIR#27, COGS), the SPO reserves the right to verify compliance with the respective departments. The Contractor shall maintain their compliance and shall provide current compliance documents to demonstrate continued compliance throughout the term of the contract.

### 3.5 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Bidder 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, Room 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 Hawaii Awards & Notices Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/>.

### 3.6 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

### 3.7 CONTRACT EXECUTION

Successful Bidder receiving award shall enter into a formal written contract to be signed by the Contractor and returned within five (5) days.

No work is to be undertaken by the Contractor prior to the effective date of contract. 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.

### 3.8 NOTICE TO PROCEED

Work will commence on April 13, 2023 to June 30, 2025 or as specified on the Notice to Proceed.

### 3.9 INSURANCE

3.9.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Bidder shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s). The type of insurance coverage is listed as follows:

#### 3.9.2 Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

#### 3.9.3 Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3.9.4 Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

3.9.5 The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

3.9.6 The Contractor will immediately provide written notice to the SPO and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

3.9.7 The certificates of insurance shall contain the following clauses:



- 3.9.7.1 “The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.”
  - 3.9.7.2 “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.”
  - 3.9.7.3 All required policies within section 3.9 shall contain a waiver of subrogation in favor of the State of Hawaii.
- 3.9.8 Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor’s liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor’s negligence or neglect in the provision of services under the Contract.

### 3.10 PAYMENT TO NIC HAWAII

HlePRO is administered by NIC Hawaii. Upon award in HlePRO, NIC shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to NIC within thirty (30) days from receipt of invoice. NIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

The amount of the transaction fees shall be .75% (.0075) of the award or estimated award as stated in the notice of award, not to exceed \$5,000 for any single award to a vendor.

Termination/Rescission of an Award. If an agreement is terminated or rescinded through no fault of the vendor at the beginning of the contract or within 60 days of notice of award, and no amount paid on the contract, the vendor will become eligible to receive a credit for administrative fees paid for that award to the vendor’s account with NIC. To receive the credit, the vendor must make a request to NIC for a credit.

### 3.11 INVOICING AND PAYMENT

3.11.1 Invoice shall reference the IFB number and SPO Contract Number.

3.11.2 Invoices shall be submitted every thirty (30) days. Invoices shall include the daily breakdown which includes the number of guards and hours.

3.11.3 Hawaii GET. Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency for those agencies issuing purchase orders. For all orders placed against this contract, Contractor(s) may assess the ordering agency the Hawaii GET as a separate line item. HRS §103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods 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 award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute. Only goods that have been satisfactorily delivered to and accepted by the State shall be paid for in accordance with statute. The State has the right to make payment upon receipt of goods.

**STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE** shall not exceed the following rates if seller elects to pass on the charges to its customers.

COUNTY	COUNTY SURCHARGE TAX RATE	STATE GET	MAX PASS-ON TAX RATE	EXPIRATION DATE OF SURCHARGE TAX RATE
C&C OF HONOLULU	0.50%	4.0%	4.7120%	12/31/2030
HAWAII	0.50%	4.0%	4.7120%	12/31/2030
COUNTY OF MAUI (including Molokai and Lanai)	0.0%	4.0%	4.1666%	No county surcharge
KAUAI	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is 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>.

**3.12 ORDER OF PRECEDENCE**

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

- 3.12.1 Contract (AG-003, AG-010, AG-012, AG-013, AG-008 and all other attachments or exhibits)
- 3.12.2 IFB No. 23006 and Addendums
- 3.12.3 Purchase Order. Additional terms and conditions may be accepted, if mutually accepted.
- 3.12.4 Service Level Agreement (SLA)

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.

### 3.13 CONTRACT INVALIDATION

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

### 3.14 SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this solicitation to any subcontractor unless the SPO Contract Administrator has given written approval and posts in the SPO Vendor List contract. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

Contractor shall provide information such as but not limited to 1) reason for adding the subcontractor, and 2) how Contractor will ensure subcontractor meets all requirements listed in this IFB. The SPO reserves the right to make final determination.

The subcontractors providing services shall meet the same requirements and provide the same quality of service. No subcontract shall relieve the Contractor of its responsibilities for services provided. The Contractor shall manage the quality and performance. The Contractor shall be solely responsible and accountable for all services it has subcontracted.

### 3.15 REMOVAL OF SUBCONTRACTORS

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

### 3.16 STATE'S COMMITMENT

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

Executive Department/Agencies  
Department of Education (DOE)  
School Facilities Authority  
Hawaii Health Systems Corporation (HHSC)  
University of Hawaii (UH)  
Public Charter School Commission and Schools  
Office of Hawaiian Affairs (OHA)  
House of Representatives (House)  
Senate  
Judiciary

City & County of Honolulu (C&C of Honolulu)  
Honolulu City Council  
Honolulu Board of Water Supply  
Honolulu Authority for Rapid Transportation (HART)  
County of Hawaii  
Hawaii County Council  
County of Hawaii - Department of Water Supply  
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

### 3.17 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.

## **SECTION FOUR SPECIAL PROVISIONS**

### **4.1 BIDDER QUALIFICATIONS**

- 4.1.1 To qualify to bid on the specified services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified services. This shall be included in the capability statement.

For Security Guards, the bidder must provide information about its training of laws and rules, fire procedures, evacuation procedures, arrest and evidence procedures, patrol techniques, incident investigation, incident documentation, court testimony, screening of individuals entering the premise, and use of force options (HAR 16-97-7.(b).(7).(B)).

For Security Attendants, the bidder must provide information about its training for use of security cameras and how training is adjusted as departments may have different equipment.

The State reserves the right to disqualify any potential bidder if, in its discretion, the State determines that the bidder does not meet the bidder qualifications or is not capable of meeting the solicitation requirements.

- 4.1.2 Bidder shall not have any suspension or debarment from sam.gov and the State of Hawaii.
- 4.1.3 Bidder shall complete and submit all items in 2.7 Offer Preparation.

### **4.2 RECEIPT, OPENING AND RECORDING OF BIDS**

All bids received in HlePRO will be considered for award. Any bids received outside of HlePRO (i.e. email, facsimile, etc) shall be rejected and not considered for award.

Bids shall be automatically opened at the time and date specified in the Solicitation. The name of each Bidder, the bid price(s), and the title of attachments, if any, shall be made available in HlePRO. Documents posted as attachments will not be accessible, only the name of the uploaded file will be viewable.

All information pertaining to the bids shall be available for public inspection, upon request, after bid opening except to the extent that the Bidder designates trade secrets or other proprietary data to be confidential. Bidders shall ensure that material so designated as confidential is readily separable from the bid (i.e. uploaded as a separate document) in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and model or catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary.

The Procurement Officer, or designated representative, shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other

proprietary data identified in writing. If the parties do not agree as to the disclosure of data, such data shall be subject to written determination by the attorney general for confidentiality. If the attorney general determines in writing that the material so designated as confidential is subject to disclosure, the Bidder submitting the material under review shall be so notified in writing and the material shall be open to public inspection unless the Bidder protests under HAR chapter 3-126.

Bids shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

When a purchasing agency denies a person access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

Bids shall be unconditionally accepted without alteration or correction, except as allowed in Section 4.3.

#### 4.3 MISTAKES IN BIDS

- 4.3.1 When the Procurement Officer knows or has reason to conclude before the award that a mistake has been made, the Procurement Officer should request the Bidder to confirm the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn pursuant to this section. Technical irregularities are minor informalities that have no effect on price, quantity, quality, delivery, or contractual conditions. These irregularities/informalities can be waived or corrected without prejudice to other Bidders.
- 4.3.2 Correction or withdrawal of a bid after the time and date set for the bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to ensure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent that it is not contrary to the interest of the governmental agency or fair treatment of other Bidders.
- 4.3.3 When, after the bid opening but before the award, the Procurement Officer knows or has reason to conclude that a mistake has been made, including obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids is submitted, such Officer should request the Bidder to confirm the bid. If the Bidder alleges a mistake, the bid may be corrected or withdrawn by the Bidder if the conditions under subsections “4.3.4” and “4.3.5” of this section are met and if the mistake is a minor informality which is a matter of form rather than substance evident from the bid document, or an insignificant mistake that can be waived by the Procurement Officer or corrected by the Bidder without prejudice to other Bidders depending on which is in the best interest of the governmental jurisdiction soliciting the bid; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Examples include the failure of a Bidder to acknowledge receipt of an amendment to the IFB (if such acknowledgement is required by the IFB) but only if it is clear from the bid

that the Bidder received the amendment and intended to be bound by its terms, or the amendment involved had a negligible effect on price, quantity, quality, or delivery.

- 4.3.4 If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of such mistakes include: typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern. In the case of an error in addition, the sum of the total amount bid for each item added shall govern.
- 4.3.5 A Bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or the Bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.
- 4.3.6 A Bidder may not correct a mistake in a bid discovered after the award of the contract except where the Chief Procurement Officer or the Head of the Purchasing Agency makes a written determination that it would be unreasonable not to allow the mistake to be corrected.
- 4.3.7 When a bid is corrected or withdrawn, or a correction or withdrawal is denied, under "4.3.3" or "4.3.4," the Chief Procurement Officer or the Head of a Purchasing Agency shall prepare a written determination showing that the relief was granted or denied in accordance with HAR §3-122-31, subchapter 5 except that the Procurement Officer shall prepare the determination required under subsection (C).

#### 4.4 BID INSPECTION

Bids to competitive sealed bids may be inspected only as provided for in Section 4.2 and after the award of contract.

#### 4.5 LIQUIDATED DAMAGES

Refer to Section 9 of the AG General Conditions, Form AG-008, as revised. Liquidated damage is fixed at the sum of three hundred dollars (\$300.00) per guard or security attendant per day per violation the Contractor fails to perform in whole or in part any of the services specified herein. Liquidated damage, if assessed, may be deducted from any payments due or become due to the Contractor. If guard or security attendant does not work a full eight (8) hour day, amount is prorated. Liquidated damages may be waived by the SLA Procurement Officer, provided the waiver is in writing.

Contractor shall submit to the SPO Contract Administrator all situations involving liquidated damages, assessed and cancelled within seven (7) business days. The SPO Contract Administrator may request additional information which Contractor shall comply.

#### 4.6 PRICE ADJUSTMENT

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

- 4.6.1 Initial NTP Period. Bid prices offered shall remain fixed during the NTP period.
- 4.6.2 Contractor's Price Adjustment Request. Contractor may submit a written request to adjust the Hourly Rate per Guard (OF3) which shall be effective after the NTP period. Contractor may submit a written request once every twelve (12) months.
- 4.6.3 Prevailing Wage. If, during the life of the contract, the prevailing wage rates for State civil service workers performing similar work are increased or decreased, the SPO may adjust each hourly rate of the OF3 if notified by the contractor. There will be no prorated adjustments to the actual date of the increase.

In the event the OF3 is greater than the prevailing wage. The Contractor may ask for an increase for the difference between the prevailing wages that will be applied as a percentage difference, if the Contractor does the following:

- 4.6.3.1 Contractor shall request the increase by e-mail and provide all documents and documentation required by the SPO Contract Administrator.
- 4.6.3.2 Contractor shall identify which hourly rates that needs to be adjusted.
- 4.6.3.3 Contractor shall provide a current sales report for entire contract.
- 4.6.3.4 The SPO Contract Administrator may select several SLAs from the sales report which the Contractor shall provide any other document needed to determine such as but not limited to payroll (hourly rate).  

If approved, Contractor shall provide the same SLAs in the following pay period. The SPO Contract Administrator may select other SLAs to audit which Contractor shall provide any other document needed to determine such as but not limited payroll (hourly rate).
- 4.6.3.5 If approved, a Supplemental shall be executed. A SPO Vendor List change shall be posted on the SPO website to notify jurisdictions, departments and agencies effective from the SPO Vendor List date.
- 4.6.3.6 Any Contractor that circumvents these procedures shall be subject to liquidated damages and/or immediate termination of contract.

No adjustment will be allowed for the initial period for this contract April 13, 2023 to June 30, 2025, or as specified on the Notice to Proceed. Each executed SLA



issued after the initial period may be adjusted if the prevailing wages increases and the SLA Procurement Officer agrees in writing. There will be no prorated adjustments. In the event of disagreement, the SLA Procurement Officer may issue a letter to the contractor to terminate.

4.7 SALES REPORT

Contractor shall e-mail a quarterly gross sales report (including zero-dollar sales) in EXCEL to the SPO Contract Administrator and NIC Hawaii. Bidders are informed that other information included in an SLA may be required in future sales reports.

Contractor shall stop sending the sales report to NIC Hawaii after final payment to NIC Hawaii is completed (see Section 2.1).

The quarterly report shall also include any adjustment from prior periods (i.e. credit).

Fiscal Year	Due Date	The report shall indentify but not limited to the following information:
Quarter1 July 1 – September 30	October 31	1. Jurisdiction 2. Department/Agency Name 3. Island 4. SLA Number 5. SLA Start Date 6. SLA End Date 7. Total number of Guards 8. Guards total number of business hours 9. Guards total number of night hours 10. Guards total number of weekend hours 11. Guards total number of State Holiday hours 12. Total Cost of Guards 13. Total number of Security Attendants 14. Security Attendant total number of business hours 15. Security Attendant total number of night hours
Quarter2 October 1 – December 31	January 31	
Quarter3 January 1 – March 31	April 30	
Quarter4 April 1 – June 30	July 31	

		16. Security Attendant total number of weekend hours 17. Security Attendant total number of State Holiday hours 18. Total Cost of Security Attendant
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4.8 STATURY REQUIREMENTS OF SECTION 103-55, HRS

Bidders are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerers are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the Bidder in determining whether the work of their employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for public positions that perform security service duties. The basic hourly wages paid to this position is:

Guard			
Effective Date	Position Title	Class	Hourly Rate
10/01/22	University Security Officer	BU 03, SR-14	\$20.49
07/01/23	University Security Officer	BU 03, SR-14	\$21.52
07/01/24	University Security Officer	BU 03, SR-14	\$22.60

Security Attendant			
Effective Date	Position Title	Class	Hourly Rate
10/01/22	Security Attendant	BU 03, SR-06	\$15.88
07/01/23	Security Officer I	BU 03, SR-06	\$16.67
07/01/24	Security Officer II	BU 03, SR-06	\$17.51

It is the bidder's responsibility to verify the accuracy of the wage rates contained herein, updates and to provide for changes in the minimum wages, which must be paid to personnel. Information on salary schedules can be found at

<https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-03-white-collar-non-supervisor-bu-04-white-collar-supervisor/>.

#### 4.9 CONTRACTOR ADDITIONS

The State can solicit for additional contractors to be part of the SPO Vendor List Contract after the initial contract period. Contractors already on the SPO Vendor List Contract need not respond to this solicitation.