



STATE OF HAWAII  
DEPARTMENT OF TAXATION  
HONOLULU, HAWAII

April 12, 2023

COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)  
DOTAX-IFB-FY23-02

SECURITY ARMORED CAR SERVICES

WITH THE OPTION OF EXTENDING FOR NOT MORE THAN TWO (2) ADDITIONAL  
TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT

The Department of Taxation, Administrative Services Office, would like to solicit offers for Security Armored Car Services through the electronic procurement system (HlePRO).

All offers must be made by 2:00 PM Hawaii Standard Time on Wednesday, April 26, 2023, and must be submitted in strict accordance with the instructions herein.

Questions relating to this solicitation should be submitted via HlePRO and will be answered by the Question & Answer deadline. General processing questions may be directed at Wendy Yoshioka-Moore, phone number 808-587-1512.

The Department of Taxation reserves the right to reject any or all offers and to waive any defects when such rejection will be in the best interest of the public.

## INSTRUCTIONS TO OFFERORS

1. All offers shall be made on the Offer Form furnished by the Department of Taxation (Department) and shall be signed by the offeror with the offeror's business address and telephone number. The offeror shall submit its offer using the offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, State of Hawaii. No substitutions of materials or items not expressly provided for in the Instructions to Offerors, Special Provisions, and General Conditions will be considered or accepted.
2. Any offer that contains any erasures or alterations not properly initialed or that contains other irregularities may be rejected as not in the best interest of the public. Any offer which constitutes a conditional offer, or a counter proposal will be rejected outright.
3. Offers must be submitted through HlePRO on the Offer Form provided no later than the date and time indicated in the solicitation. Offers received after the deadline shall not be accepted.
4. The offer price shall include all applicable taxes and any other costs incurred per this Invitation for Bids (IFB).

Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the General Excise Tax (GET) and all other applicable taxes. If, however, the 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.

5. In case of error in extension of offer price, unit price shall govern.
6. Costs for developing the offer/proposal are solely the responsibility of the offeror.
7. All offers/proposals become the property of the State of Hawaii.
8. The Department will award the contract as a lot, all or none basis, to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB.
9. Offerors are advised that 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 HRS §103D-310(c):
  - a. Chapter 237, General Excise Tax Law;
  - b. Chapter 383, Hawaii Employment Security Law;
  - c. Chapter 386, Worker's Compensation Law;
  - d. Chapter 392, Temporary Disability Insurance;
  - e. Chapter 393, Prepaid Health Care Act; and

Prior to awarding this contract, the Department shall verify compliance of the offeror.

Vendor Compliance – Hawaii Compliance Express (HCE)

Vendors may choose to 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.

Vendors/contractors/service providers intending to use HCE to demonstrate compliance are advised to register with 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 the contract and final payment. If a vendor/contractor/service provider is not compliant on HCE at the time of the award, the offeror will not receive the award.

Vendor Compliance – Paper Documents

Vendors not utilizing HCE to demonstrate compliance shall provide the paper certificates to the Department. Paper compliance certificates are required from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. All certificates must be valid on the date it is received, and all applications for applicable clearances are the responsibility of the offeror.

10. By submitting an offer, the offeror accepts the responsibility associated with cash/check handling. This may include Federal investigation should it be warranted.
11. Please read the General Conditions (AG-008), which is made part of this contract and was uploaded on HlePRO.
12. Questions relating to this solicitation should be submitted via HlePRO and will be answered by the Question & Answer deadline.

## SCOPE OF SERVICES

The Department is seeking security armored car services for the district tax offices located on Hawaii (Hilo and Kona), Maui, and Kauai. The Contractor will be handling cash and checks. All armored car services shall be same day delivery. Contractor shall provide shipment receipt books and/or other method of tracking at the time of initial service and thereafter upon request.

All services provided by the Contractor shall be in accordance with this Invitation for Bid (IFB), including any attachments and/or addenda. The Department requires **both** regularly scheduled pick-ups and on-call pick-up services.

**Scheduled pick-ups** (excluding state observed holidays) shall be between the district tax offices and the Department's financial institution located on that island. We require a set schedule.

District Tax Office	Scheduled pick-up
Hawaii – Hilo	2 days a week
Hawaii - Kona	1 day a week
Maui - Wailuku	2 days a week
Kauai - Lihue	2 days a week

**On-call pick-ups** shall be between the district tax offices to the nearby airport for delivery to Oahu. Armored car staff shall pick up from the Daniel K. Inouye International Airport (HNL) and deliver to the Department's financial institution processing plant located in Honolulu. This service is on an as needed basis for each district tax office. We estimate the average on-call pick-up to be 2-3 times per month or less.

District Tax Office	On-call pick-up
Hawaii - Hilo	Estimate of 3x/month or as needed
Maui - Wailuku	Estimate of 3x/month or as needed
Kauai - Lihue	Estimate of 3x/month or as needed

Schedule and frequency are approximations for the purposes of pricing. Offeror agrees that any pick-up exceeding the approximations above will be paid at the rate provided in the "Rate Per Pick-Up" on the Offer Form breakdown.

Department's responsibility:

Deposit bags for transmittal shall be furnished by the Department's financial institution.

The Department shall ensure that all shipments are contained in one or more securely locked or sealed bags, envelopes, or packages prior to pick-up. Shipment shall identify where the shipment is coming from and where the shipment shall be delivered to.

The Department shall confirm that the guard(s) and their identification badge match against a list of authorized personnel provided by the Contractor. The Department has the option to refuse transfer of shipments if the guard(s) are not properly identified.

## **SPECIAL PROVISIONS**

### Contract Execution:

The successful offeror shall be required to enter a formal written contract. The Department will prepare the contract specifying the effective date. Any work performed by the successful offeror prior to signing the contract shall be at the successful offeror's own risk and expense. The Department is not and shall not be liable for any work, contract costs, expenses, loss of profits or damages whatsoever incurred by the successful offeror prior to the contract effective date.

### Contractor:

The term "Contractor" means an individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of work under the terms of the contract with the Department, and acting directly or through his, their or its agents, employees, or sub-contractors.

### Time of Performance:

The Department anticipates the commencement of this contract to be effective on July 1, 2023, and terminate on June 30, 2024, unless extended by mutual agreement. The Department shall have the option to extend for not more than two (2) additional twelve (12) month periods without the necessity of re-bidding, provided that the contract price for the extended period remains the same or lower than the initial total office price, except those price adjustments allowed by contract.

### Performance Bond:

No performance bond is required for this contract.

### Subcontracting:

No portion of the work shall be subcontracted without the prior written approval of the Department.

### Invoicing and Payment:

The Contractor shall submit an original invoice to the Department. Section 103-10, HRS, provides that the Department shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the Department will reject any bid submitted with a condition requiring payment within a shorter period. Further, the Department will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS.

### Final Payment Requirement:

Except for any contract of less than \$25,000 or any contract entered pursuant to section 103D-307, HRS,

1. A tax clearance certificate from the Department of Taxation and the Internal Revenue Service, current within two months of issuance date; and a certification from the Contractor affirming that the Contractor has remained in compliance with all laws as required by section 3-122-112, HAR.

or

2. A current Certificate of Vendor Compliance obtained through Hawaii Compliance Express showing the status for Hawaii Department of Taxation, Internal Revenue Service, Hawaii Department of Commerce & Consumer Affairs and Hawaii Department of Labor & Industrial Relations as either compliant and/or exempt. See Section 17 of the General Conditions.

A "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall also be acceptable for final payment requirement.

Timely Response to All Contacts by the Department:

If Contractor is contacted and is not immediately available, call back to the Department should occur by the end of the same business day or early the following business day.

Interpretations of Provisions:

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of the contract, the interpretation given and made by the Department of Taxation, Administrative Services Office, shall govern and control. In addition, the parties agree that the Department of Taxation, Administrative Services Office shall have the sole power to decide and resolve matters that may come up in the future and that are not covered by the contract.

Conflicts and Variations:

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

Commercial Crime Insurance:

Commercial crime insurance is required. The policy shall include "third party" coverage for state property, including cash, against, employee dishonesty, forgery or alteration of documents, theft, disappearance, destruction, robbery, and burglary. Coverage limit shall be \$50,000 minimum.

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 its 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 himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, 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, contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the contractor's own policy or policies.

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

Coverage	Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Basic Motor Vehicle Insurance and Liability Policies	\$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall reference IFB No. 23-02 and contain the following clauses:

1. The Contractor will immediately provide written notice to the 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 upon expiration.
2. The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.
3. 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.
4. The said policies shall contain and/or be endorsed to include a Waiver of Subrogation in favor of the State of Hawaii.

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii insurance policies necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the policies therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. The policies shall name the State as an additional insured.

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

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

Confidentiality:

The Contractor and its subcontractors, employees, and agents shall be responsible for the security and confidentiality of any and all documents and information. Any breach of this provision shall be cause for termination of this Contract and shall subject the Contractor, its employees, agents, and subcontractors to prosecution as provided by federal and state law

**OFFER FORM**

**COMPETITIVE SEALED BIDDING  
TO PROVIDE SECURITY ARMORED CAR SERVICES TO THE  
DEPARTMENT OF TAXATION, STATE OF HAWAII**

Offeror: \_\_\_\_\_  
\_\_\_\_\_ 2023

Mr. Gary S. Sukanuma  
Director of Taxation  
830 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Mr. Sukanuma:

The following offer is made to provide the goods and services indicated in the following offer to the Department of Taxation, State of Hawaii, at the location required in the Scope of Services, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he/she/it has carefully read and understands the terms and conditions specified in the Instructions to Offerors, Scope of Services and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request, for this contract, and that the Administrative Services Officer reserves the right to reject any or all offers and to waive any defects when in his/her opinion such rejection or waiver will be in the best interest of the Department of Taxation.

The undersigned further understands and agrees that by submitting this offer, 1) he/she/it is declaring his/her/its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited state contracts, and 2) he/she/it is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes SECURITY ARMORED CAR SERVICES in strict compliance with the Instructions to Offerors, Scope of Services, Special Provisions, and General Conditions, for the **one-year** total offer price (inclusive of all federal, state, and local taxes and any other costs incurred) of:

\_\_\_\_\_  
Dollars  
(\$ \_\_\_\_\_)

A breakdown of the total offer price is as follows.

**Rate Per Pick-Up is for one pick-up only:**

Location	Scheduled Pick-up Days	Rate Per Pick-Up	Estimated Annual Charge
Hilo	Twice a week	_____	\$ _____
Kona	Once a week	_____	\$ _____
Maui	Twice a week	_____	\$ _____
Kauai	Twice a week	_____	\$ _____

Location	On-call Pick-up Days	Rate Per Pick-Up	Estimated Annual Charge
Hilo	Estimate 3x/week	_____	\$ _____
Maui	Estimate 3x/week	_____	\$ _____
Kauai	Estimate 3x/week	_____	\$ _____

Schedule and frequency are approximations for the purposes of pricing. Offeror agrees that any pickup exceeding the approximations above will be paid at the rate provided in the "Rate Per Pick-Up." Offer agrees to invoice the Department based on the "Rate Per Pick-Up" amount above. **Rate Per Pick-Up is for one pick-up only.**

The undersigned represents: (Check one only)

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

State of Incorporation \_\_\_\_\_

Offeror is:

- Sole Proprietor     Partnership     Corporation     Joint Venture
- Other \_\_\_\_\_

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

\_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

\_\_\_\_\_

City, State, Zip Code

Business address (Hawaii street address): \_\_\_\_\_

\_\_\_\_\_

City, State, Zip

Respectfully Submitted,

(x) \_\_\_\_\_  
Authorized Original Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Name and Title (Please Type or Print)

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_