



STATE OF HAWAII
DEPARTMENT OF TAXATION
HONOLULU, HAWAII

January 6, 2025

COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)
DOTAX-IFB-25-TAX-01

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 Armored Car Services through the electronic procurement system (HlePRO).

All offers must be made by 2:00 PM Hawaii Standard Time on Wednesday, January 22, 2025, and must be submitted in strict accordance with the instructions herein.

Questions relating to this solicitation shall be submitted via HlePRO and will be answered by the Question & Answer deadline. General processing questions may be directed at Weisi Gao via e-mail at Weisi.T.Gao@hawaii.gov.

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 currency, coin and 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 shall be submitted via HlePRO and will be answered by the Question & Answer deadline.
13. Open Public Records. Per HRS § 92F-12, Agency records that must always be disclosed includes Government purchasing information, including all bid results (except as prohibited by HRS § 92F-13).
§92F-13 Government records; exceptions to general rule.
 - Exception 1 – The Privacy Exception
(HRS § 92F-13(1))
 - Exception 2 – The Litigation Privilege Exception
(HRS § 92F-13(2))
 - Exception 3 – The Frustration Exception
(HRS § 92F-13(3))
 - Exception 4 – The Law or Order Exception
(HRS § 92F-13(4))
 - Exception 5 – The Legislature Exception
(HRS § 92F-13(5))Your offer and any attachments will be open public records. If an exception applies, mark that information "Confidential." For example, proprietary information such as trademarks or copyrights may be marked as "Confidential" if you do not want that information open for public inspection. For more information, please visit the Office of Information Practices at <https://oip.hawaii.gov/>.
14. New Procurement Circular No. 2024-05:
Effective January 1, 2024, agencies are required to complete and submit a

contractor's performance form for procurements conducted under:

- Competitive Sealed Bidding (HRS §103D-302);
- Competitive Sealed Proposals (HRS §103D-303); and
- Sole Source (HRS §103D-306).

For more information, please see Procurement Circular No. 2024-05 or visit the State Procurement Office website at <https://spo.hawaii.gov/>.

SCOPE OF SERVICES

The Department is seeking armored car services for the Oahu tax office located on Hawaii. The Contractor will be handling currency, coin 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 Bids (IFB), including any attachments and/or addenda. The Department requires **both** regularly scheduled pick-ups and on-call pick-up services.

Regularly Scheduled pick-ups (excluding state observed holidays) shall be between the Oahu tax office and the Department's financial institution. We require a set schedule. Current scheduled pick-up frequency listed below; however, the Department may need additional pick-up. The Department will notify you of any change requested.

Location	Scheduled pick-up frequency
Oahu (Honolulu)	Monday-Friday

On-call pick-ups shall be between the Oahu tax office and the Department's financial institution. This service is on an as needed basis for the Oahu tax office.

Location	On-call pick-up frequency
Oahu	Estimate of 2 time per month

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 Contractor shall provide an updated authorized personnel list as needed. The Department has the option to refuse transfer of shipments if the guard(s) are not properly identified or not on the authorized personnel list.

Security Measures

Equipment. All shipments of cash and negotiables shall be made in first-class armored vehicles. A first-class armored vehicle is defined as a bandit-resistant and bullet-resistant vehicle designed and constructed to safeguard personnel and cargo against accidental or infidelity loss. Design and construction shall specifically include bullet resistant glass and compartments enclosing forward and rear areas which may contain members of the crew and cargo. Access to the vehicle from external forces must be resistant to accidental means and personnel other than those authorized.

Armed Guards. One or more armed guards, in addition to the armed driver, shall accompany all shipments. At no time shall a vehicle be left unattended and without onboard

armed personnel. Contractor's guards shall be uniformed, and their identification tags or badges shall be always displayed so State personnel can easily recognize them as armored car guards. The State reserves the right to refuse transfer of any shipment to guards who are not uniformed, who do not display their identification tags or badges, or whose names and signatures are not on the list of armored car personnel.

Identification. All identification tags or badges of the guards shall display their picture, name of armored car company, name of authorized guard, signature of guard, and badge ID number assigned to guard.

List of Authorized Personnel. Contractor shall submit to the agency prior to starting service a List of Authorized Personnel containing the name of authorized armored car guards, their signatures and their identification or badge numbers. Contractor shall furnish the agency with a current listing of authorized armored car guards throughout the contract period.

Contractor's Responsibility

Receipt and Delivery. Contractor's responsibility shall begin when shipments are picked up by the Contractor and shall terminate upon safe delivery to the properly designated consignee, if stated, at the specified location.

Secured and Identifiable Shipments. Contractor shall receive only securely sealed/locked and identifiable shipments. Contractor shall guarantee safe delivery to each consignee a shipment that is unopened and untampered with. Contractor shall not accept any improperly sealed bag(s). Acceptance of any improperly sealed bag shall be conclusive evidence that the bag was sealed and without defects at the time of delivery to the Contractor.

Notification of Delays. Contractor shall notify the agency of delays due to mechanical breakdown and the length of the delay.

Materials Handling Equipment. Contractor shall provide all materials handling equipment (carts, hand trucks, containers, etc.) necessary to transport shipments.

Loss of property. Contractor shall be insured against dishonesty, disappearance, and destruction in accordance with this contract.

Bidder Qualifications. Bidder shall meet these requirements to be considered for award.

Guard Services License. Bidder shall have a valid guard services license registered with the Hawaii State Department of Commerce and Consumer Affairs at the time of bid opening and during the contract period, including extensions, if any. Bidder shall provide the guard services license number when requested by the agency.

Public Utilities Commission Certificate. Bidder shall be licensed by the State of Hawaii Public Utilities Commission (PUC) to transport money securities, checks, drafts, etc. at the time of bid opening and during the contract period, including extensions, if any. Bidder shall provide its PUC-issued "common carrier" certificate number or "contract carrier" permit number, as applicable when requested by the agency.

Location of Office. Bidder shall maintain an office on Oahu at the time of bid opening and during the contract period, including extensions, if any. Contractor shall be accessible to telephone calls for requests or concerns that require immediate attention. An answering service is not acceptable.

The State will not participate in determinations regarding a Bidder's authority to sell a product or service. If there is a question or doubt regarding a Bidder's right or ability to

obtain and sell a product or service, the Bidder shall resolve that question prior to submitting a bid.

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, 2025, and terminate on June 30, 2026, 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:

Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

Prior to making final payment, the Department shall verify compliance of the contractor. We encourage registration with Hawaii Compliance Express, which allows us to quickly verify compliance.

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 Special Provisions and the General Conditions, 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 shall be \$150,000 minimum.

Commercial General Liability & Auto 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 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
ARMORED CAR SERVICES
DEPARTMENT OF TAXATION, STATE OF HAWAII**

Offeror: _____
_____ 2025

Mr. Gary S. Sukanuma
Director of Taxation
830 Punchbowl Street, Room 217
Honolulu, Hawaii 96813

Dear Director 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 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:

Scheduled pick-ups (excluding state observed holidays) shall be between the Oahu tax office and the Department’s financial institution.

<u>Location</u>	<u>Scheduled Pick-up Days</u>	<u>Rate Per Pick-Up</u>	<u>Estimated Annual Charge</u>
Oahu	M - F	_____	\$_____

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

On-call pick-ups shall be between the Oahu tax office to the Department’s financial institution. This service is on an as needed basis for the Oahu tax office.

<u>Location</u>	<u>On-call Pick-up Days</u>	<u>Rate Per Pick-Up</u>	<u>Estimated Annual Charge</u>
Oahu	Estimate: twice a month	_____	\$_____

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.

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: _____