

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS**

**ADDENDUM NO. 1
FOR
FURNISHING UNARMED SECURITY SERVICES FOR NAWILIWILI HARBOR ON THE
ISLAND OF KAUAI
PROJECT NO. RK1019-26**

March 12, 2026

The following is provided for information.

A. RESPONSE TO REQUEST FOR INFORMATION (RFI'S / QUESTIONS)

1. The attached **RESPONSE TO REQUEST FOR INFORMATION** is provided for information.

Please acknowledge receipt of this Addendum No. 1 by recording the date of its receipt in the space provided on page PF-4 of the Proposal

Francis Kaawa

FRANCIS KAAWA
KAUAI DISTRICT MANAGER

**Questions for solicitation: B26001832 RK1019-26 UNARMED SECURITY SERVICES
FOR NAWILIWILI HARBOR
03/06/2026**

1. Who is the current incumbent?

Universal Protection Service, LP

2. When was the current incumbent awarded the contract? Could you please provide a copy of the current contract?

On April 18, 2023, the same contract was used in the contract specifications.

3. Are there any subcontractors being used for the current contract?

No

4. What was the initial term length of the current contract? (for example, 1 year plus 4-year options, etc.)

Three (3) years plus two (2) year options.

5. What was the start date of the initial contract?

June 01, 2023

6. What was the amount spent in the last 12 months?

Unable to provide this information.

7. What was the total spent in the last billed month?

Unable to provide this information.

8. Are there any other rates billed separately (e.g. equipment, vehicles, etc.)

Please review PF-6 through PF-10 of the contract specifications.

9. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g. armed vs unarmed), a need for additional resources?

Yes, there is an increase in the total amount of man hours. Review PF-6 through PF-10.

10. What was the amount spent on this contract last year?

Unable to provide this information.

11. What is the estimated total number of annual hours for this contract?

Please refer to PF-6 through PF-10 of the contract specifications.

12. What is the current bill rate for each position?

Please refer to PF-6 through PF-10 of the contract specifications.

13. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.

The contract specification states that, at the State's (customer's) discretion, additional duties may be required.

14. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

Please review pages 10-20 and 10-21 of the contract specifications.

15. Is a Bid Bond or performance bond required? If yes, how much?

Please review sections 2, 3, 7, 8, 9, and page PF-1 of the contract specifications.

16. Is the current contract using vehicles? If yes, how many?

Please review "Vehicles" on page 10-17 of the contract specifications.

17. Was there a liquidation penalty on the previous contract?

No

18. Can section 7.9 (A), Types of Insurance be amended to add the following with regards to the obligations to Additional Insured on listed Insurance Policies? "State of Hawaii as an additional insured "To the extent of the Contractor's indemnification obligations under this contract and up to the required insurance coverage amount."

Section 7.9 cannot be modified. It already states "the contractor shall obtain workers' compensation insurance for all persons whom they employ in carrying out the work under this contract."

19. 2. Our company maintains insurance limits that are commensurate with our size and scope of operations. The "minimum" or "not less than" language requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, The Owners would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes our company from accessing any portion of our insurance to satisfy other claims from time to time. Our company is open to negotiating the limits set forth in the agreement for the removal of that language. Can the words "minimum" and "not less than" be removed from the Insurance Requirements?

Section 7.9 cannot be modified.

20. Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligence, recklessness or willful misconduct of our personnel in the performance of security services under client agreements. Can the Contractor Indemnity obligations reflect this standard?

No, the standards are provided in the specifications and the proposal. Reflect on what may be assessed if an event occurs.

21. We note that, "Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii showing full policy coverage of the Contractor." The requirement that Contractor show its full policy coverage may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance and leaves this open-ended. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the State would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. We do not want this to be open-ended. Allied Universal maintains insurance limits that are commensurate with our size and scope of operations. We kindly ask for these requirements to be removed, and for that removal, we would be open to negotiating the limits of insurance listed in the contract. Or in the alternative have the wording added that, "Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii showing full policy coverage "required by this contract."

Section 7.9 cannot be modified. It already states "the contractor shall obtain workers' compensation insurance for all persons whom they employ in carrying out the work under this contract."

22. Please identify the cost of parking passes employees are required to obtain

\$30.25 per vehicle per month.

23. Are all posts, current and future within reasonable distance to shelter and restroom facilities? If any, current or future are not, how many?

Yes, posts are within a reasonable distance of comfort stations.

24. There is an allowance indicated for vehicles. Are there vehicles currently in use? Per the SOW is a vehicle(s) necessary or would a golf cart be sufficient?

One or the other: a vehicle or a golf cart is sufficient; however, it shall be marked as security.

25. Is there a guard shack provided? If so, are bidders responsible for utility and internet costs?

There is currently a guard shack and yes, an allowance provided each year for equipment.

26. We note the requirement for first aid kits and AEDs for each guard post and vehicle. Please specify how many posts and vehicles are required.

Initially, for just one. However, future operations may dictate one additional post.

27. In the event that costs exceed the amounts listed in the price proposal schedule, how will this be handled? For example, if vehicle expenses exceed the year 2 allocated amount?

The State can only provide the amount stated in the proposal schedule.

28. If our company wishes to provide an item from this list at no cost to the state, are we allowed to alter the Proposal schedule? For example, if we would like to provide first aid materials at no cost, are we allowed to change the allocated amount to \$0?

In this scenario, it's a use-it-or-lose-it proposal. Allowances are for year to year and do not accumulate.

29. The pricing proposal allocates \$5,000 for security shelters, and only in year 1. The RFP also states "Security Shelters - The CONTRACTOR may be directed to provide temporary shelters where permanent shelters are not provided by the STATE. CONTRACTOR shall submit a written request prior to any purchase, rental, or lease of a security shelters assigned to the Contract for FSO approval prior to use. The STATE shall reimburse the CONTRACTOR for the actual number of temporary shelters. Costs not to exceed the dollar amount provided in the Contract for "Security Shelters." The STATE shall not direct the CONTRACTOR to provide more shelters than total dollars allocated by the Contract per year, unless an amendment is properly executed between the parties. The shelters, whether temporary or permanent, shall be maintained clean and orderly. The STATE shall have final approval as to the appropriateness of the structure."

Yes, this is true.

30. \$5,000 is not enough to purchase an adequate security shelter that will last for the term of the contract. Further, contractors cannot lease a shelter because there is only funding for the first year of the contract. Would the state consider changing the allocated amount or allowing for allocated costs in years 2-5? If not, please clarify how the state will compensate the contractor for these costs.

No, the State can only provide the amount stated in the proposal schedule.

31. The RFP states: The STATE shall reimburse the RK.1019-26 10-17 CONTRACTOR for the actual costs of: a) the depreciated cost of a new vehicle consistent with the prevailing accounting standards or the actual cost of a lease, b) fuel, c) vehicle maintenance, d) motor vehicle registration fees, and e) no-fault insurance not to exceed the dollar allowance for each respective year of the Contract for "Vehicles." All invoices paid for the actual costs as stated for items "a" through "e" shall be provided to the STATE with its request for payment in order to be reimbursed for the actual costs.

Yes, this is true.

32. It is impossible to provide an invoice for the cost of vehicle depreciation. As such, contractors have historically not been reimbursed for this cost. In addition, lease costs alone exceed the allocated bid amount in option years. With the need for potentially 3 vehicles, we would like clarification on the process for recovering depreciation costs, as well as what to expect when costs exceed the allocated amount.

There are no option years in these RFP. Straightforward contract for five (5) years. The contract specifies one marked vehicle. See bid item no. A6 on the PF pages.

33. Our company's automobile insurance policy is not based on the vehicle level, but on the insurance for the company as a whole. As such, we cannot supply an invoice for this cost specifically for vehicles allocated to this contract. What is the best way for us to recover this cost?

Allowances for vehicles per year.

34. The RFP States: Security Officer's Parking of Personal Vehicles - With the exception of company provided vehicles identified as provided above, all security officers parking of their personal vehicles shall be required to purchase parking permits if the security officer is parking on STATE property, rates shall be provided by Chapter 19-44-51, Hawaii Administrative Rules. Unauthorized vehicles shall be cited and or towed as provided by Chapter 19-43-24. The CONTRACTOR may request a revocable permit to rent an area for security officers parking in areas of the STATE facilities without marked parking stalls or where the location of the marked parking stalls, in the judgment of the FSO, is not practical or safe for the security officer to park.

Yes, this is true.

35. 1. Please provide the cost for parking as described so that contractors may account for this cost. 2. Please confirm that this cost is to be paid for the by contractor, NOT by the security officers. Requiring officers to pay for this may effectively lower their wages below what is required by Section 103-55 (H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.)

\$30.25 per vehicle per month – contractor may elect to cover parking.

36. The RFP states that "Any HSO commissioned under the Contract shall have been issued a Transportation Worker Identification Credential (TWIC) in accordance with 33 CFR 101.514." 1. Please confirm that this cost is to be paid for the by contractor, NOT by the security officers. Requiring officers to pay for this may effectively lower their wages below what is required by Section 103-55 (H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.)

Yes, proper credentials are required to be on port. The contractor may elect to provide the credentials.

37. The RFP states that "A complete one-time physical examination within the past six (6) months, to include drug testing and retain the doctor's certification" is to be provided. 1. Please confirm that this cost is to be paid for the by contractor, NOT by the security officers. Requiring officers to pay for this may effectively lower their wages below what is required by Section 103-55 (H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.)

Yes, a one-time physical exam is required, including a drug test. The contractor may elect to provide for the exam and testing.

38. The RFP states "Any TCO commissioned under the Contract shall have been issued a Transportation Worker Identification Credential (TWIC) in accordance with 33 CFR 101.514." 1. Please confirm that this cost is to be paid for the by contractor, NOT by the security officers. Requiring officers to pay for this may effectively lower their wages below what is required by Section 103-55 (H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.)

Yes, proper credentials are required to be on port. The contractor may elect to provide the credentials.

39. The RFP states "G. Sanitary Facilities - The CONTRACTOR, as the employer of the security officers, shall provide temporary sanitary facilities at the sole cost to the CONTRACTOR next to security posts where permanent facilities are not provided by the STATE. Placement of the facilities will not interfere with harbor operations and will be placed in a manner to maintain a safe working environment and display a positive, and professional public image." 1. How many posts currently require sanitary facilities? Will there be additional posts that require these facilities in the future?

Yes, there will be sanitary facilities near each post.

40. The RFP states: "10.5 UNIFORMS AND EQUIPMENT - The CONTRACTOR shall provide uniforms and equipment to fulfill the terms of the Contract. The STATE shall be the sole judge of the adequacy of the uniforms and equipment provided by the CONTRACTOR:" 1. Please confirm that this cost is to be paid for the by contractor, NOT by the security officers. Requiring officers to pay for this may effectively lower their wages below what is required by Section 103-55 (H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.)

All equipment can be provided by the employer. Allowances are given each year for equipment.

41. The RFP states that this contract "shall be awarded to the lowest responsible bidder." The minimum wages specified by this bid are below market wages for the area. In addition, our company provides a robust employee benefit package. Typically work awarded to the lowest bidder is provided to companies that pay minimum wags and offer little to no benefits. This typically results in high turnover and a low quality security program. 1. Will employee compensation or benefits be evaluated to determine "responsible" bidders?

Yes, our rules state that the lowest reasonable and responsible bidder be chosen.

42. The RFP states "7. All security personnel assigned to the contract will use Non-Slip Safety shoes with either composite or steel toe protection." 1. Please confirm that this cost is to be paid for the by contractor, NOT by the security officers. Requiring officers to pay for this may effectively lower their wages below what is required by Section 103-55 (H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.)

The employer can provide all safety equipment. Allowances are given each year for equipment.

43. The RFP states "1. 1. The CONTRACTOR shall have a drug testing program to include annual random drug testing as a condition of the TCO's continued assignment to perform work under the Contract." 1. Please confirm that these drug tests must be evaluated by a certified clinical lab, and should be at no cost to the officers.

Yes, a certified clinical lab should do the testing. Also, the contractor may elect to cover the drug testing costs.