

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

SPECIAL PROVISIONS, SPECIFICATIONS,
PROPOSAL AND CONTRACT
FOR
FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR
FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI
PROJECT NO. RM1032-27

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for **FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI, PROJECT NO. RM1032-27**, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

The solicitation, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HIePRO.

HIePRO OFFER DUE DATE AND TIME is October 15, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HIePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of providing unarmed security services at Kahului Harbor as needed to meet Marine Security Requirements. This is an open end, “as needed” contract.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than September 24, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to

RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

If there is a conflict between the solicitation and information stated in the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

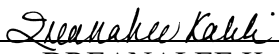
Protests. Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with HRS § 103D-701 and Hawaii Administrative Rules § 3-126.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation”, Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that the contract entered into pursuant to this advertisement shall be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

For additional information, contact Mr. Isaac Adolpho, Project Manager, by phone at 808-873-3352, or by email at Isaac.A.Adolpho@hawaii.gov.

The State reserves the right to reject any or all proposals and to waive any defects in said proposals in the best interest of the public.



DREANALEE K. KALILI
Deputy Director of Transportation for Harbors

HlePRO RELEASE DATE: September 15, 2026

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The specifications contained herein are amended as follows:

SECTION 1 – DEFINITION AND TERM

1.33 SUBCONTRACTOR is amended by deleting it and replacing it with the following:

“1.33 SUBCONTRACTOR – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.”

Add the following new definitions:

“1.39 HAWAII ePROCUREMENT SYSTEM (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.”

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

2.3 PROPOSAL GUARANTY is deleted in its entirety.

2.4 DELIVERY OF PROPOSALS is amended by replacing the entire subsection with:

“2.4 DELIVERY OF PROPOSALS – Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

2.5 WITHDRAWAL OF PROPOSALS is amended by replacing the entire subsection with:

“2.5 WITHDRAWAL OF PROPOSALS – Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted and uploaded to HIePRO prior to the bid opening date and time.”

2.6 PUBLIC OPENING OF PROPOSALS is not applicable.

“2.9 CERTIFICATE FOR PERFORMANCE OF SERVICES - Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated otherwise, each bidder should submit the “Certificate for Performance of Services” in the event bids are more than \$25,000. The notarized certificate must be submitted to the Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering a contract to perform services. This form is available in the Forms section.

As of July 1, 2025 salaries of State employees performing work similar to the work called for under this contract are as follows:

Contractor Occupational Title	Similar State Classification	Range	7/1/26	7/1/27	7/1/28
Traffic Control Officer	Parking & Security Officer I, BU-03	SR-09	\$19.23	\$20.00	\$20.07
Harbor Security Officer	Security Officer I, BU-03	SR-13	\$22.50	\$23.40	\$23.49
Contract Security Supervisor	Security Officer II, BU-04	SR-15	\$26.25	\$27.30	\$28.39

The above information is provided to the Contractor for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated. It is the bidder’s responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages which must be paid personnel working on this project at all times. Information on the status of Bargaining Unit (BU) contracts can be obtained from the Harbors Division, Personnel Management Office, 587-1925, or on the internet at <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-03-white-collar-non-supervisor-bu-04-white-collar-supervisor/>.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

SECTION 3.1 AWARD OF CONTRACT is amended by adding the following:

Requirement for award.

“E. State of Hawaii Guard License

Prospective bidders shall have a valid State of Hawaii Guard License at bid opening and award of this contract.

1. Training Review

Successful bidder shall demonstrate personnel training in accordance with 33 CFR 105.205 Facility Security Officer, 33 CFR 105.210 Facility Personnel

with specific security duties, 33 CFR 105-215 Security training for all other facility personnel, 33 CFR 105.245 Declarations of Security, and 33 CFR 105.255 Security Measures for Access Control, in order to support the STATE in implementing its Facility Security Plans. Review shall include an audit of training records and random personnel interviews prior to commencing work.

2. NON-DISCLOSURE STATEMENT

Successful bidder shall sign a statement certifying that Sensitive Security Information will not be disclosed to unauthorized personnel."

SECTION 4 SCOPE OF WORK is amended by adding the following:

SECTION 4.7 CONTRACT TO BE OPEN-END - The requirement for providing traffic control, security guard and supervisory services at facilities within each Harbor are to be provided by the contractor on an as-needed basis as called for in these Specifications at the applicable unit bid price during the term of this contract and in such cases as may be required by the State. The unit bid price indicated by the Contractor shall be applicable and binding under the terms of this contract."

"The State gives no assurance as to the quantity of personnel or quantity of hours that shall be provided during the term of the contract."

SECTION 6 – CONTROL OF MATERIAL AND EQUIPMENT

6.2 TRADE NAMES AND ALTERNATES is amended as follows:

1. The first paragraph of **A. QUALIFICATION BEFORE BID OPENING** shall be replaced with the following:

“A. **QUALIFICATION BEFORE BID OPENING** - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Department. The bidder shall submit a request to the Department for review and approval at the earliest date possible. As specified in the Notice to Bidders, all requests shall be posted as a question in HlePRO under the “Question and Answer” tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HlePRO and supporting documents received by the Project Manager no later than fourteen (14) calendar days before the bid opening date.”
2. The first sentence of the second paragraph of **A. QUALIFICATION BEFORE BID OPENING** shall be replaced with the following:

“It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate

brand is a qualified equivalent.”

SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY

“7.8 LABOR AND COMPENSATION REQUIREMENTS is amended by replacing the first two paragraph with the following:

7.8 LABOR AND COMPENSATION REQUIREMENTS - Pursuant to 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.

Additional information on the requirements of Section 103-55, H.R.S. may be obtained at http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm”

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

SPECIFICATIONS

SECTION 1 - DEFINITION AND TERMS

Whenever the following pronouns are used in these specifications, or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

1.1 ADDENDA - A written document which may be issued by the Director during the bidding period involving changes to the specifications and plans, if any, which shall be considered and made a part of the contract.

1.2 AIRPORTS DIVISION - Airports Division, Department of Transportation, State of Hawaii.

1.3 AWARD - The written acceptance of a proposal by the State.

1.4 BIDDER - Any individual, partnership, corporation or other legal entity, or combination thereof, submitting a proposal for the work contemplated, acting either directly or through a duly authorized representative.

1.5 CALENDAR DAY - Every day shown on the calendar. If no designation of calendar or working day is made, "day" shall mean calendar day.

1.6 CHANGE ORDER - A written order issued by the Director to the Contractor requiring the contract work to be performed in accordance with a change or changes that may involve an adjustment in contract time and price or requiring performance of any unforeseen work essential to complete the contract.

1.7 CONTRACT - The written agreement between the State and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the (1) notice to bidders, (2) proposal, (3) contract form and contract bond, (4) specifications, (5) special provisions and plans, if any, (6) addenda, (7) notice to proceed, and (8) change orders and agreements that are required to complete the work, all of which constitute one instrument.

1.8 CONTRACT BOND - The approved form of security, executed by the Contractor and its Surety or Sureties, guaranteeing the completion of the work in accordance with the terms of the contract, and guaranteeing full payment of all claims for labor, materials, and supplies used or incorporated in the work.

1.9 CONTRACT TIME - The number of working days or calendar days allowed for completion of the contract, including authorized time extensions.

If a calendar date is specified as the date of completion in lieu of the number of working days or calendar days, the contract shall be completed by that date.

In case the contract is for a specified period of time, the contract time shall be for said specified period of time.

1.10 CONTRACTOR - The individual, partnership, corporation or other legal entity, or combination thereof, contracting with the State for performance of the prescribed work.

1.11 DEPARTMENT - The State Department of Transportation.

1.12 DIRECTOR - The Director of Transportation, acting either directly or through the Director's duly authorized representative.

1.13 EQUAL OR APPROVED EQUAL - Whenever this term is used in the specifications and plans, if any, it means a brand or article pre-qualified in accordance with Section 6.2 Trade Names and Alternates and which may be used in place of the one specified.

1.14 H.A.R. or HAR - Hawaii Administrative Rules.

1.15 H.R.S. or HRS - Hawaii Revised Statutes.

1.16 HARBORS DIVISION - Harbors Division, Department of Transportation, State of Hawaii.

1.17 HIGHWAYS DIVISION - Highways Division, Department of Transportation, State of Hawaii.

1.18 HOLIDAYS - The days which are set apart and established as State holidays pursuant to Section 8-1, H.R.S.

1.19 INSPECTOR - The Director's authorized representative assigned to make detailed inspections of contract performance and materials supplied.

1.20 NOTICE TO BIDDERS - The public announcement, as required by law, inviting proposals for the work to be performed or materials to be furnished.

1.21 NOTICE OF FINAL ACCEPTANCE - Written notice from the Director to the Contractor that the entire contract has been completed in all respects in accordance with the specifications and plans, if any, and any changes thereof previously approved by the Director.

1.22 NOTICE TO PROCEED - Written notice from the Director to the Contractor advising the Contractor of the date on which he is to begin the prosecution of the work.

1.23 PLANS - The contract drawings approved by the Director which show the location, character, dimensions and details of the work to be done and shall be a part of the contract.

1.24 PROCUREMENT OFFICER - The Director's duly authorized representative including project managers, project engineers and contract administrators assigned to prepare, evaluate and administer contracts for the purchasing of goods and services.

1.25 PROPOSAL (OR BID) - The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

1.26 PROPOSAL FORM - The approved format prepared by the Department or a facsimile thereof on which bids for the work must be prepared and submitted. (Reasonable facsimile acceptable for bidding.)

1.27 PROPOSAL GUARANTY - The security furnished with a proposal to guarantee that the bidder will enter into the contract and furnish all other requirements if the bidder's proposal is accepted.

1.28 QUALIFICATION QUESTIONNAIRE - The specified forms on which the bidder shall furnish required information as to the bidder's ability to perform and finance the work.

1.29 S.L.H. or SLH - Session Laws of Hawaii.

1.30 SPECIAL PROVISIONS - Revisions to the specifications. The specific clauses setting forth conditions or requirements peculiar to the project under consideration which are not thoroughly or satisfactorily stipulated in these specifications.

1.31 SPECIFICATIONS - The directions, provisions, and requirements pertaining to the method and manner of performing the work and to the quantities and qualities of materials to be furnished under the contract.

1.32 STATE - The State of Hawaii.

1.33 SUBCONTRACTOR - An individual, partnership, corporation, other legal entity, or any combination thereof, that enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

1.34 SUPERINTENDENT - The Contractor's representative who is responsible for and in charge of the work.

1.35 SURETY - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor and guaranteeing performance by the Contractor.

1.36 TITLES (OR HEADINGS) - The titles or headings of the Sections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation. Unless otherwise indicated, whenever the word "Section" is used, reference is being made to a Section in these specifications.

1.37 WORK - The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the project and the execution of all the duties and obligations imposed by the contract.

1.38 WORKING DAY - Any day, except Saturdays, Sundays and State holidays.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 QUALIFICATION OF BIDDERS - Prospective bidders must be capable of performing the work for which bids are called.

In accordance with Section 103D-310, HRS, the Department may require any prospective bidder to submit answers to questions contained in the "Standard Qualification Questionnaire for Prospective Bidders on Public Works Contracts" on the form furnished by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment. Whenever it appears to the Department, from answers to the questionnaire or otherwise, that the prospective bidder is not fully qualified and able to perform the intended work, the Department will, after affording the prospective bidder an opportunity to be heard and if still of the opinion that the bidder is not fully qualified to perform the work, refuse to receive or consider any bid offered by the prospective bidder. All information contained in the answers to the questionnaire shall be kept confidential. Questionnaire so submitted shall be returned to the bidders after serving their purpose.

Failure to complete the qualification questionnaire will be sufficient cause for the Department to disqualify a prospective bidder.

No person, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in payments owed to the State of Hawaii or its political subdivisions or is in default as a surety or failure to do faithfully and diligently previous contracts with the State.

2.2 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES - Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When proposals are signed by any agent, other than the officer or officers of a corporation authorized to sign contract on its behalf or a member of copartnership, a Power of Attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

Members of a joint venture may be requested to supply the Department with a copy of their joint venture agreement or each member of the joint venture may be required to sign the proposal.

2.3 PROPOSAL GUARANTY - A proposal guaranty (bid bond) is not required except when specifically noted in the proposal section of the bid document.

When a proposal guaranty is required with a bid, it will be specifically stated in the proposal; and no proposal totaling \$25,000 or more will be considered unless accompanied by one of the following forms of bidder's security:

- A. a deposit of legal tender; or
 - B. a surety bid bond underwritten by a company licensed to issue bonds in the State of Hawaii and submitted on the standard form provided herewith; or
 - C. a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
- 1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).
 - 2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.
 - 3. The instrument shall be made payable at sight to the Department of Transportation, State of Hawaii.

According to Section 103D-323, HRS, the above shall be in a sum not less than five percent (5%) of the amount bid.

2.4 DELIVERY OF PROPOSALS - Each proposal shall be placed, together with the proposal guaranty when required, in an envelope and sealed and so marked as to indicate the identity of the project, the name and address of the bidder, and other required information and then delivered as indicated in the Notice to Bidders. Proposals will be received up to the time fixed in the Notice to Bidders for the opening of bids.

2.5 WITHDRAWAL OF PROPOSALS - Any proposal may be withdrawn at any time prior to the time fixed in the Notice to Bidders for the opening of proposals upon the filing of a written request therefore with the Department, executed by the bidder or a duly authorized representative. The withdrawal of a proposal shall not preclude a bidder from submitting a new proposal.

2.6 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2.7 DISQUALIFICATION OF BIDDERS - Any of the following reasons may be considered as being sufficient grounds for the disqualification of a bidder and the rejection of his proposal or proposals.

- A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Department until such participant shall have been reinstated as a qualified bidder.
- C. Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to Section 84-15, H.R.S.
- D. Lack of proposal guaranty.
- E. Unsigned proposal or proposal not signed in ink by person or persons legally authorized to submit a proposal on behalf of the bidder.

2.8 MATERIAL GUARANTY - The bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the prosecution of the work, together with samples. Such samples may be subjected to tests to determine their quality and fitness for the work.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT - The State reserves the right to reject any and all proposals and to waive any defects as may be deemed to be in the best interest of the public.

The award of contract, if it be awarded, shall be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the sixty (60) calendar day period. Agreement to such an extension shall be made by a bidder in writing. Only bidders who have agreed to such an extension shall be eligible for the award. No response to request shall mean bidder shall no longer be eligible for award.

Requirement for award. The Bidder, as proof of compliance with the requirements of section 103D-310(c), HRS, upon award of a contract made pursuant to section 103D-302, HRS, shall provide the documents listed below. The documents shall be submitted promptly to the Department. If a valid certificate/clearance is not submitted on a timely basis upon award, the Bidder may be deemed non-responsible.

A. Tax Clearance.

Pursuant to section 103D-310(c), 103-53 and 103D-328, HRS, the bidder shall submit a tax clearance certificate from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS), subject to section 103D-328, HRS, current within six months of issuance date.

FORM A6, TAX CLEARANCE CERTIFICATE, is available at the following website:

<https://tax.hawaii.gov/>

To receive DOTAX Forms by fax or mail, phone (808)587-4242 or 1-800-222-3229.

The application for the Tax Clearance Certificate is the responsibility of the bidder. Bidder shall submit directly to the DOTAX or IRS. The approved certificate may then be submitted to the Department.

B. Certificate of Compliance.

Pursuant to section 103D-310(c), HRS, the bidder shall submit a certificate of compliance for Hawaii Employment Security Law (Chapter 383, HRS), Workers' Compensation Law (Chapter 386, HRS), Temporary Disability Insurance (Chapter 392, HRS), and Prepaid Health Care Act (Chapter 393, HRS), from the State of Hawaii Department of Labor and Industrial Relations (DLIR), current within six months of issuance date.

Form LIR#27, Application for Certificate of Compliance with section 3-122-112, HAR, is available at the following website:

<https://labor.hawaii.gov/>

Contact the DLIR Unemployment Insurance Division at (808) 586-8926 for additional information.

Inquiries regarding the status of a LIR#27 Form are available from the DLIR Disability Compensation Division at (808)586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder. Bidder shall submit directly to the DLIR. The approved certificate may then be submitted to the Department.

C. Certificate of Good Standing.

Pursuant to section 103D-310(c), HRS, the bidder shall submit a certificate of good standing from the business registration division (BREG) of the State of Hawaii Department of Commerce and Consumer Affairs (DCCA), current within six months of issuance date, to demonstrate it is either:

- (1) incorporated or organized under the laws of the State; or
- (2) registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a certificate of good standing. Bidders are advised of costs associated

with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a Certificate of Good Standing, go to On-Line Services at the following website:

<https://cca.hawaii.gov/>

The application for the Certificate of Good Standing is the responsibility of the bidder. Bidder shall submit directly to the DCCA. The approved certificate may then be submitted to the Department.

- D.** IN LIEU OF the certificates referenced in subsection A, B, and C, bidder may make available proof of compliance through a state procurement office designated certification process.

3.2 CANCELLATION OF AWARD - The State reserves the right to cancel the award of any contract any time before the execution of said contract by all parties without any liability to the successful bidder or any other bidder.

3.3 RETURN OF PROPOSAL GUARANTY - All proposal guaranties, except those of the lowest two (2) bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the second lowest bidder, if not a bid bond, will be returned within ten (10) calendar days following execution of contract by the successful bidder. The successful bidder's proposal guaranty, if not a bid bond, will be returned after a satisfactory contract bond has been furnished and the contract has been executed.

3.4 REQUIREMENT OF CONTRACT BOND - Only when required by the proposal, the successful bidder at the time of the execution of the contract shall file good and sufficient performance and payment bonds on the forms furnished by the Department, or a facsimile thereof, conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and also for the prompt payment to all others for all labor and materials furnished by them to it and use in the prosecution of the work provided for in such contract, in the manner, form and amount required by Section 3-122-224(b) (2), H.A.R., which bonds shall be in an amount equal to fifty per cent (50%) of the contract price, including amounts estimated to be required for extra work, or in the case of price-term, open-end, or requirements contract under which the total amount to be paid to the Contractor cannot be accurately estimated at the time the contract is to be awarded, the bond amounts shall be as designated in the bid documents. Such bonds shall also by

their terms inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in the work so as to give them a right of action as contemplated by Section 103D-324, H.R.S.

The bidder shall limit the acceptable performance and payment bonds to the following:

- (a) Legal tender; or
- (b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or
- (c) A certificate of deposit; share certificate;; cashier's check; treasurer's check; teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).

2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00) more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.

3.5 EXECUTION OF CONTRACT - The contract and the "Certificate for Performance of Services", similar to a copy of the same annexed hereto, shall be executed by the successful bidder and returned, together with the contract bonds, when required, within ten (10) days after the award of the contract or within such further time as the Director may allow after the bidder has received the contract for execution.

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.

3.6 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract, Certificate for Performance of Services and file acceptable bonds, when required, within ten (10) days after

the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

SECTION 4 - SCOPE OF WORK

4.1 WORK TO BE DONE - The work to be done is described in the Section(s) following Section 9 of these specifications.

4.2 PERFORMANCE OF WORK - The Contractor shall employ, so far as possible, such methods and means in carrying out his work so as not to cause any interruption, disturbance, or interference with the public.

In case the Contractor is performing work in a building, the Contractor shall conduct the work in such a manner so as not to cause any interruption, disturbance, or interference with the business activities of the tenants in the building.

4.3 EXTRA WORK - New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price.

4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

A. Change order. By a written order, at any time, and without notice to any surety, the procurement officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs, or specifications, if the goods to be furnished are to be specially manufactured for the State in accordance therewith;
2. Method of shipment or packing;
3. Place of delivery;
4. Changes in the work within the scope of the contract; or
5. Changes in the time of performance of the contract that do not alter the scope of work.

B. Adjustments of price or time for performance. If any change order increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the procurement officer promptly and duly make the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have

prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time period for claim. Within thirty (30) days after receipt of a written change order under subsection (a) unless the period is extended by the procurement officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State or county is prejudiced by the delay in notification.

D. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

E. Other claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim as under the contract or for breach of contract.

4.5 PRICE ADJUSTMENT

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

A. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

B. By unit prices specified in the contract or subsequently agreed upon;

C. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

D. In such other manner as the parties may mutually agree; or

E. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Hawaii Administrative Rules.

4.6 VARIATION IN QUANTITY

Upon agreement of the parties, the quantity of goods or services or both specified in this contract may be increased by a maximum of ten (10) percent provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable and (2) the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

SECTION 5 - CONTROL OF WORK

5.1 AUTHORITY OF DIRECTOR - The Director shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the compensation for work performed; the interpretation of the contract and the fulfillment of the contract on the part of the Contractor. The Director's decision shall be final and the Director shall have the authority to enforce any such decision and order which the Contractor fails to carry out promptly and diligently. The Director shall have the following powers in the way of enforcement:

- A. The right to suspend the work.
- B. The right to withhold payment due the Contractor.

5.2 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS - These specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to describe and provide for the complete work.

5.3 COOPERATION OF CONTRACTOR AND DIRECTOR - The Contractor shall have available at the work site at all times, a copy of the specifications, special provisions and plans. The Contractor shall give the work constant attention to facilitate the progress thereof and shall cooperate with the Director in every way possible.

Before starting work on the project, the Contractor shall designate in writing a superintendent who shall have complete authority to represent and to act for the Contractor.

5.4 INSPECTION - The Director at all times shall have access to the work during its prosecution and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications and special provisions. All work done and all materials furnished shall be subject to the Director's inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials may have been previously overlooked by the Director and accepted or included in an estimate for payment.

Projects financed in whole or in part with Federal funds shall be subject to inspection at all times by representatives of the Federal agency involved.

5.5 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK - All work which has been rejected shall be corrected or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed the Contractor for such correction or removal and replacement. Upon failure on the part of the Contractor to comply promptly with any order of the Director, the Director may cause any rejected work to be corrected or removed and replaced and to deduct the costs thereof from any monies due or to become due the Contractor.

5.6 CLAIMS AND DISPUTES - The Contractor may give notice in writing to the Director for claims that extra compensation, damages, or an extension of time for completion is due the Contractor for one or more of the following reasons:

- A. Requirements not clearly covered in the contract, or not ordered by the Director as extra work;
- B. Failure between the State and the Contractor to agree to an adjustment in price for a contract change order issued by the State; or
- C. An action or omission on the part of the Director requiring performance changes within the scope of the contract.

The Contractor shall continue with performance of the contract in compliance with the directions or orders of the procurement officer, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- A. The notice in writing be given:
 - 1. Before the commencement of the work involved, if at that time the Contractor knows of such requirements or the occurrence of such actions or omissions; or
 - 2. Within thirty (30) calendar days after the Contractor knows of such requirements or the occurrence of such action or omission if the Contractor did not have such knowledge before the commencement of the work; or
 - 3. Within thirty (30) calendar days after receipt of the written contract change order that was not

agreed upon by both parties; or

4. Within such further time as may be allowed by the Director in writing.

B. The notice shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which the Contractor is entitled; and afford the Director every facility for keeping records of the actual cost of work. Failure on the part of the Contractor to give such notification or to afford the procurement officer proper facilities for keeping strict account of actual cost shall constitute waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the procurement officer shall not in any way be construed to prove the validity of the claim.

The Director will review the notice and render a decision. The Director's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of the decision, the Contractor mails or otherwise furnishes a written appeal to the Director. The decision of the Director shall be final. Later notification of such claims shall not bar the Contractor's claim unless the State is prejudiced by the delay in notification. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given before final payment under this contract. Any adjustment in the contract price made pursuant to this clause shall be determined according to Section 4.5 - Price Adjustment.

The provisions of this Section shall not be construed as establishing any claims contrary to the terms of Section 4.4 - Changes and Claims for Adjustment.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any state officers and any Contractors from acting in collusion or bad faith in issuing or performing contract change orders which are clearly not within the scope of the contract.

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

6.1 DEFECTIVE MATERIALS - All materials not conforming to the requirements of these specifications or the special provisions shall be considered defective and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the Director. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Director. Upon failure on the part of the Contractor to comply promptly with any order to remove and replace defective materials, the Director may remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

6.2 TRADE NAMES AND ALTERNATES - For convenience in designation on the plans or in the specifications, certain equipment or articles or materials may be designated under a trade name or the name of a manufacturer and its information catalogue. The use of alternate equipment or an article or material which is of equal quality and of the required characteristics for the purposes intended will be permitted, subject to the written approval of the Director, in accordance with the following requirements:

A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Director. Bidders requesting qualification of alternate proprietary products must submit a request to the Director for review and approval at the earliest date possible, but in any event, such request must be received at the Contracts office not later than ten (10) days before the bid opening date, not including the bid opening date.

It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Director that the alternate brand is qualified. The evidence shall be transmitted with a covering letter which shall list the evidence submitted and the items for which the substitution is requested.

If the evidence accompanying a request for substitution is insufficient to qualify a particular

model, the request shall be denied provided that further evidence may be submitted to qualify the item five (5) days prior to the bid opening date if the initial request was made prior to the deadline set above.

B. SUBSTITUTION AFTER BID OPENING - Substitution of material or equipment will not be allowed after the bid opening date except under the following unforeseen circumstances:

1. If a specified or pre qualified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion.

2. If a specified or pre qualified item is found to be unusable due to change or other circumstances.

3. If the Contractor is willing to provide a more recently developed or manufactured item of material or equipment of the same manufacturer which the Director determines to be equal or better than the one specified or pre-qualified.

A substitution request, regardless of reason, shall be fully explained in writing by the Contractor and shall include its justification for said request, the quantities and unit prices involved, quotations and such other documents as are deemed necessary to support the request. Any savings in cost will accrue to the State and any additional cost for the substituted items will be paid by the Contractor.

The burden of proof as to the comparative quality and suitability of alternate equipment, articles, or materials shall be upon the bidder or Contractor and bidder or Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Director. The Director shall be the sole judge as to the comparative quality and suitability of alternate equipment, articles or materials and the Director's decisions shall be final.

The above shall not be construed to mean that substitution for brand name specified materials and equipment will be allowed; the Director reserves the right to deny any request he deems irregular or not in the best interest of the State.

6.3 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS
AND MATERIALS PURCHASED

A. Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the purchaser under an escalation clause.

B. Contractor and owner recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the owner. Therefore, contractor hereby assigns to owner any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any change order. In addition, contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to owner, subject to the aforementioned exception.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED - The Contractor shall comply with all federal, state, city and county laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto effective as of the date of the call for sealed proposals.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules or regulations. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any law, ordinance, rule, regulation, order or decree, the Contractor shall forthwith report the same to the Director in writing.

7.2 PERMITS AND LICENSES - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

7.3 PATENTS - The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees from all suits at law or actions of every nature, for or on account of the use of any patented materials, equipment, devices or processes.

7.4 RESPONSIBILITY FOR INJURY AND DAMAGE - The State, its officers, agents and employees shall not be held accountable in any manner for any loss or damage to the work or any part thereof, or for any of the materials and equipment used or employed in performing the work, or for any injury to any person or persons either workers or the public, or for any damage to property caused by the Contractor or its workers or any one employed by the Contractor. The Contractor shall be responsible for any liability imposed by law for any injury to any person or any damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The acceptance of the completed work of the Contractor by the Director shall not relieve the Contractor from any liability which may have accrued or may accrue as a result of the performance of the work by the Contractor. The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees, from all suits or actions of every name, kind and description, brought for or on account of

any injuries or damages sustained by any persons or property caused by the Contractor, its servants or agents, or by or on account of any act or omission of the Contractor or its servants or agents, regardless of whether such actions or any claim is brought against them or any one of them before or after the final acceptance of the work. In addition to any remedy authorized by law, the State may withhold payment of any money due to Contractor as shall be reasonable until disposition has been made of any suits or claims for injuries or damages.

It is not the intention of the parties to this contract to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injuries or property damage based on a contract theory of liability. In any event, the Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State from suits and claims for personal injuries or property damage where such injuries or damage are caused by the negligent acts or omissions of the Contractor, its agents or employees.

7.5 COOPERATION BETWEEN CONTRACTORS - Where two or more Contractors are employed on related or adjacent work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

7.6 CONTRACTOR'S RESPONSIBILITY FOR WORK - Until the acceptance of the contract, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expenses thereof.

7.7 NO PERSONAL LIABILITY - Neither the Director nor any other officer or authorized employee of the Department shall be personally responsible for any liability arising under the contract.

7.8 LABOR AND COMPENSATION REQUIREMENTS - Wages paid each laborer employed by the Contractor or any subcontractor shall not be less than the prevailing minimum wage rate prescribed by law.

Every laborer employed by the Contractor or any subcontractor whose rate of compensation is Five Dollars (\$5.00) or less per day shall be paid his wages weekly pursuant to Section 103-54, H.R.S.

The Contractor's attention is directed to Chapter 377, H.R.S., Hawaii Employment Relations Act; Chapter 378, H.R.S., Employment Practices; Chapter 383, H.R.S., Hawaii Employment Security Law; Chapter 386, H.R.S., Workers' Compensation Law; Chapter 387, H.R.S., Wage and Hour Law; Chapter 392, H.R.S., Temporary Disability Insurance; Chapter 393, H.R.S., Prepared Health Care Act; Chapter 396, H.R.S., Occupational Safety and Health; and Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services.

7.9 INSURANCE - 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.

TYPES OF INSURANCE:

A. Workers' Compensation:

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for workers compensation is the HRS 386 statutory limit.

B. Comprehensive Automobile Liability:

The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess

policies.

C. Commercial General Liability:

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and in the aggregates. The General liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

All policies must provide that 30 days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.

Such insurance when accepted by the Director in writing shall become applicable and shall remain unmodified throughout the entire term of the contract and in no event shall be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the State. Such insurance aforementioned shall cover the State for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including other work performed outside of the work area, and all change orders.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Contractor postponing the issuance of a notice to proceed notwithstanding the fact that the Contractor shall not be allowed to proceed with the work until said certificates are submitted and approved.

Failure to obtain insurance in accordance with the Section, on the part of the Contractor, shall be considered a major breach of the contract; and should the State be forced to expend funds which would have been covered under the insurance, the Contractor agrees to assume the liability for such funds and to indemnify and hold the State harmless.

SECTION 8 - PROSECUTION AND PROGRESS

8.1 NOTICE TO PROCEED - A "Notice to Proceed" letter will be written to the Contractor by the Director. Such letter will indicate the date the Contractor is to begin work and from which date the contract time will commence to run.

The Contractor shall diligently perform the required duties during the term of the contract, or if the work is to be completed within a specified time limit, the Contractor shall diligently prosecute the work to completion within the specified time limit.

8.2 SUBCONTRACTING - The Contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control.

Subject to Section 103D-302, H.R.S., the Contractor may subcontract a portion of the work pursuant to the provisions of this section, but the Contractor shall be primarily responsible for the work so subcontracted. The Contractor shall not subcontract any work to any subcontractor who has been suspended by the State.

Before any work is started under a subcontract, the Contractor shall have the written approval of the Director on a written statement on forms furnished by the Department, indicating the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be so subcontracted and showing that the subcontractors are particularly experienced and equipped to do the work subcontracted. The Contractor shall give assurance that the minimum wage rate schedule as stated in the contract shall apply to labor performed on the work so subcontracted. Consent of the Director to the subcontracting of work shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

When any portion of the work which has been subcontracted by the Contractor is not prosecuted in a manner satisfactory to the Director, the Contractor, upon receipt of a notice thereof in writing from the Director, shall remove the subcontractor immediately from the project and the subcontractor shall not again be employed on the work.

8.3 ASSIGNMENT OF CONTRACT - The performance of the contract may be assigned only with the prior written consent of the Director and when applicable, the Contractor's surety. Consent to any assignment shall not relieve the Contractor or the Contractor's surety of any obligations of the contract.

8.4 INSUBORDINATION - If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Director or shall appear to the Director to be incompetent or to act in a disorderly or improper manner, the subcontractor or person shall be removed immediately upon request by the Director and shall not again be employed on the work, nor shall it be employed upon any other Department project currently under contract to the same Contractor or subcontractor.

8.5 TEMPORARY SUSPENSION OF WORK

A. Order to stop work. The Director, may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this section. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either:

1. Cancel the stop work order; or
2. Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.

B. Cancellation or expiration of the order. If a stop work order issued under this section is canceled or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly; if:

1. The stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
2. The contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such

action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.

D. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

8.6 LIQUIDATED DAMAGES - It is mutually understood and agreed by and between the parties to the contract that the performance by the Contractor of its duties every calendar/working day is an essential part of the contract and in case of failure on the part of the Contractor to perform its duties for the time specified in the contract, the State will be damaged thereby and the amounts of said damages being difficult, if not impossible of definite ascertainment and proof, shall be estimated, agreed upon and fixed at the sum shown in the proposal for each and every calendar/working day that the Contractor fails to perform its duties during the period the contract is in effect; and the Contractor shall pay the liquidated damages as provided for in the proposal and, in case the same are not paid, the Department may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

8.7 DEFAULT AND TERMINATION OF CONTRACT

A. Termination by Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Director, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Director may procure similar goods or services in the manner and upon terms deemed appropriate by the Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring

similar goods or services.

1. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State or county has an interest.

2. Compensation. Payment for completed goods delivered and accepted by the State shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the contractor's rights under chapter 3-126, HAR. The State may withhold from amounts due the contractor such sums as the Director deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

3. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance, if the contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were unreasonably obtained from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Director shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was

occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

4. Erroneous termination for default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of the clause, or that the delay was excusable under the provisions of paragraph 3 above, Excuse for nonperformance or delayed performance of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

5. Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

B. Termination for convenience. The Director may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Director shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

1. Contractor's obligation. The contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Director may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. Right to goods. The Director may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Director:

- a. Any completed goods; and
- b. The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights hereinafter called "manufacturing material," as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The Contractor shall, upon direction of the Director, protect and preserve property in the possession of the contractor in which the State has an interest. If the Director does not exercise this right, the contractor shall use the Contractor's best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the State has breached the contract by exercise of the termination for convenience clause.

3. Compensation:

- a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, bearing on such claim. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the Contractor, if at all, an amount set in accordance with subparagraph c. below.
- b. The Director and the Contractor may agree to settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of goods and manufacturing materials under paragraph (2) of this clause, and the contract price of the work not terminated.

c. Absent complete agreement under subparagraph b above, the Director shall pay the Contractor the following amounts, provided payments agreed to under subparagraph b shall not duplicate payments under this subparagraph for the following:

(i) Contract prices for goods or services accepted under the contract;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph 1 of this clause. These costs must not include costs paid in accordance with subparagraph (ii) above.

(iv) The reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement cost of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph b of this paragraph, and the contract price of work not terminated.

d. Cost claimed, agreed to, or established under subparagraphs b and c shall be in accordance with chapter 3-123, HAR. bearing on such claim.

8.8 FINAL INSPECTION - Upon notice from the Contractor of the completion of the work or contract, the Director shall make an inspection. If the contract is found completed to the Director's satisfaction, such inspection shall constitute the final inspection and acceptance of the work.

If the work is unsatisfactory in whole or in part, the Director shall notify the Contractor of the work necessary for final completion and acceptance and the Contractor shall forthwith perform the work required by the Director. Upon performance of such required work by the Contractor, another inspection shall be made which shall constitute the final inspection if the work is completed satisfactorily.

Within ten (10) days after final inspection and acceptance of the work, or as soon thereafter as is practicable, the Contractor shall be notified by the Director in writing of such acceptance.

8.9 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The contract will be considered complete when all work has been completed, the final inspection made, the work accepted by the Director, and the final estimate paid. The Contractor will then be released from further obligation except as set forth in the contract and bond, when applicable.

SECTION 9 - PAYMENT

9.1 SCOPE OF PAYMENT - The Contractor's bid price shall be inclusive of all costs, direct or indirect, including all taxes, required for the fulfillment of the contract.

Contract payments to the Contractor by the State shall be full payment for the furnishing of all labor, tools, equipment, and other incidentals, including all taxes, necessary for performing all work and services contemplated and embraced under the contract.

9.2 RETAINAGE/DEDUCTION FROM PAYMENT - The Director may at any time retain or deduct out of any sums due the Contractor to cover claims of the State against the Contractor, or such sums sufficient to cover any unpaid claims of others supported by sworn statements filed in the office of the Director, without any liability for damages, interest or otherwise to the Contractor for such retention or deduction.

Provided the work of the Contractor is progressing satisfactorily in the judgment of the Director and in accordance with the provisions of this contract, monthly payments, less five percent (5%), will be made to the Contractor. The amount of such monthly payments shall be determined by the Director based on the Director's estimate of the items of work performed and materials incorporated in the work and the value therefor at the unit prices or lump sum prices set forth in the contract. All monthly payments are shall be subject to correction at any time prior to or in the final payment.

At any time after fifty per cent (50%) of the work has been completed, if the State determines that the work contracted to be performed is progressing satisfactorily, the State may make any of the remaining monthly payments in full.

If the Director finds that unsatisfactory progress is being made, the State may, from the beginning of such unsatisfactory progress, withhold any amount up to five per cent (5%) of any subsequent monthly payment.

9.3 ASSIGNMENT OF PAYMENTS - All monies payable under the contract, or any part thereof, shall be paid to the Contractor in accordance with the provisions of this Section and no assignment or order executed by the Contractor directing payment of any portion or all of such funds to any other person or persons shall be recognized by the State unless such assignment or order specifies the amounts to be so paid and the purposes for which the assignment or order is given. Such assignment or order shall have attached thereto, by endorsement or otherwise, the consent of the surety, when

applicable. No such assignment or order shall be binding on the State.

Any assignment of money shall, however, be subject to all proper set-offs in favor of the State, to all deductions provided for in the contract and to all liens and rights conferred by law on the State. All money withheld, whether assigned or not, shall be subject to being used by the State for the completion of the work in the event of the Contractor's default.

9.4 PROGRESS PAYMENTS - Payments under this contract shall be made only upon submission by the Contractor of an original invoice and 2 copies. The invoice shall specify the amount due less retainage and shall also certify that services requested under the contract have been performed by the Contractor according to the contract.

9.5 FINAL PAYMENT - Final payment will only be made after the Contractor receives final acceptance by the Director as provided in Section 8.8, and until the Contractor has filed with the Department the following:

- A. Consent of the surety, when applicable, to payment of the final estimate;
- B. Satisfactory evidence by affidavit that all debts resulting from the contract have been fully paid or satisfactorily secured;
- C. A current "Certificate of Vendor Compliance" issued by the Hawaii Compliance Express (HCE). The Certificate of Vendor Compliance is used to certify the Contractor's compliance with (a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service; (b) Chapters 383, 386, 392, and 393, HRS; and (c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

The filing of willfully false affidavits will disqualify the Contractor from bidding on future work of the Department.

SECTION 10 – FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI

10.1 GENERAL – The CONTRACTOR shall furnish unarmed security officer services as specified in the specifications contained herein commencing with the time and date indicated in the written Notice to Proceed from the Harbors District Manager, Maui District (HDM).

10.2 CONTRACT REQUIREMENTS – The STATE will procure the services of security officers on a 24-hours per day, seven days per week, 52 weeks per year to control access in to and out of the commercial harbors and perform roving patrols of specific facilities within the Harbor, and other areas under the control of the Department of Transportation, Harbors, Maui District. Security officers shall be assigned to designated security posts (hereinafter “posts”), at times, and numbers pursuant to its Facility Security Plan (FSP) or as required by the STATE. The STATE reserves the sole right to add or delete posts and facilities from the Contract.

The CONTRACTOR shall be required to take the necessary precautions to secure the STATE’s FSP, which is Sensitive Security Information (SSI) as provided in 49 CFR 1520, when reading and implementing the FSP as assigned by the STATE, including training requirements, preparedness, response to an event, and to provide additional security officers services in the event of elevated security levels such as MARSEC (Maritime Security) LEVEL 2 and MARSEC LEVEL 3.

The STATE may require the CONTRACTOR to provide additional services for special events, change in operations, or circumstances that require security services such as traffic control, additional security services and supervisory services at various locations within the Harbor. Neither the number of unplanned requirements nor the length of the requirements is assured. Hours to staff security posts for security officers at other facilities shall be in accordance with the STATE’s FSP, as amended or allowed under the Maritime Transportation Security Act. It is the intent of the project for the CONTRACTOR to:

- A. Provide traffic control, security services, and supervisory services within the Harbor upon notification by the HDM or person(s) designated by the HDM.
- B. Provide additional security officers at specific facilities within the Harbor at elevated MARSEC levels as specified herein.

10.3 PERSONNEL QUALIFICATION – In addition to the security officers’ minimum qualifications as provided herein, the CONTRACTOR shall comply with the requirements of Act 208, 2010 Session Law of Hawaii and assign only personnel that have been registered with the Board of Private Detectives and Guards and personnel that have met the registration, instruction, and training requirements prior to acting as a “guard” as defined in §463-1, Hawaii Revised Statutes.

- A. Minimum Personnel Qualifications. Approval must be given by the STATE prior to the use of any security officer at any STATE Harbor.
 - 1. Traffic Control Officers. The following minimum qualifications apply to Traffic Control Officers (TCO). Due to the sensitive nature of the work and because security officers shall be in constant contact with the public, the STATE’s

established stringent qualification standards for security officers performing work under the Contract shall be adhered to by the CONTRACTOR. The CONTRACTOR shall only select those persons to serve as a TCO who can demonstrate the following:

- a. Have received training or possess the required job experience in meeting the qualifications for “facility personnel with security duties” pursuant to 33 CFR 105.210, including Maritime Security (MARSEC) Awareness training.
- b. Ability to exercise good judgment.
- c. Maturity in conduct and attitude.
- d. Ability to accept and assume responsibility.
- e. Ability to remain alert, attentive, and professional.
- f. Possess strong moral character.
- g. Ability to communicate effectively in English, including the ability to comprehend, read and write English.
- h. Ability to consistently be courteous in interpersonal relationships with the public, Harbor employees and Harbor tenants/users. Be tolerant in interactions with others. Be well-groomed and neat in appearance as officially commissioned representatives of the State of Hawaii.
- i. A complete one-time physical examination PRIOR to the security officer’s initial start date shall include drug testing and retention of the doctor's certification. Prior to a security officer being approved for security work, a copy of the doctor’s certification for each security officer shall be made available for inspection by CONTRACTOR to the HDM or person(s) designated by the HDM indicating that the security officer's general health is satisfactory. The following are the minimum physical requirements the HDM or person(s) designated by the HDM can impose additional requirements to meet the local district’s needs:
 - 1) TCO must have correctable vision to 20/30 each eye.
 - 2) TCO must be able to hear at a normal conversational level. A hearing aid may be used to meet the requirement and must be part of the doctor’s certification, if applicable.
 - 3) TCO must be physically able to walk and stand while serving a normal shift of up to 12 hours to direct and manage traffic, enforce rules, HDM or person(s) designated by the HDM notices, and other applicable laws.
 - 4) TCO must be able to lift or carry up to fifty (50) pounds, if required, in the execution of official duties.

- j. Any TCO commissioned under the Contract shall have been issued a Transportation Worker Identification Credential (TWIC) in accordance with 33 CFR 101.514. Prior to a security officer being approved for security work, the CONTRACTOR shall provide a copy of the TWIC to the HDM or person(s) designated by the HDM. No TCO shall be assigned to any part of the Contract at any time without a valid TWIC (a TWIC receipt is not applicable for any TCO).
- k. No TCO shall be assigned to any part of the Contract at any time if the TCO has been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the employee to engage in the providing of security services, unless the conviction has been annulled or expunged by court order pursuant to §463-8(b)(3), HRS.
- l. The CONTRACTOR shall have annual and random drug testing programs as a condition of the TCO continued assignment to perform work under the Contract. Notification of annual or random drug testing and result for each TCO shall be made by the CONTRACTOR to the HDM or person(s) designated by the HDM.
- m. TCO shall not have a record of a deferred admission of guilt or conviction of an offense moral turpitude as defined by the Contract for one or more of the following:
 - 1) Fraud or false pretenses in obtaining something of value.
 - 2) Larceny or a misdemeanor theft by taking.
 - 3) Larceny after trust.
 - 4) Murder.
 - 5) Soliciting for prostitutes.
 - 6) Voluntary manslaughter.
 - 7) Sale of narcotics or other illegal drugs.
 - 8) Pattern or failure to file federal tax returns in years in which taxes are due.
 - 9) Criminal issuance of a bad check.
 - 10) Making a false report of a crime.
- n. Minimum age of 21 years for TCO.
- o. High school graduate or equivalent. Prior to a security officer being approved for security work, a copy of each security officer's high school diploma, GED or proof of applicable life and work experience shall be made available for inspection by the CONTRACTOR to the HDM or person(s) designated by the HDM.
- p. State of Hawaii driver's license. Prior to a security officer being approved for security work, the CONTRACTOR shall provide a copy of the TCO's valid State of Hawaii driver's license and the TCO's State of Hawaii traffic abstract to the HDM or person(s) designated by the HDM. Copies shall also be retained by the CONTRACTOR and made available

by the CONTRACTOR to the HDM or person(s) designated by the HDM. No TCO shall be assigned to any part of the Contract at any time without a valid State of Hawaii driver's license.

- q. Not have any disqualifying felony convictions that would disqualify the TCO from obtaining a Transportation Worker Identification Card (TWIC) prior to or during the TCO's assignment under the Contract.
 - r. The CONTRACTOR shall be responsible for implementing an annual monitoring program whether a TCO assigned to work under the Contract has been arrested for any charge of moral turpitude, TWIC-disqualifying offense, or a felony. The CONTRACTOR shall notify the HDM or person(s) designated by the HDM immediately of the arrest of the TCO. The CONTRACTOR shall provide the STATE with a recommendation to the HDM or person(s) designated by the HDM whether the arrest of the TCO is of a nature that would reflect unfavorably on the fitness of the person to continue to be assigned work under the Contract. The HDM or person(s) designated by the HDM shall have the final authority to determine in the best interest of the STATE whether the TCO shall continue to be assigned to perform security duties under the Contract pending a final determination from the court.
2. Harbor Security Officers. The following minimum qualifications apply to Harbor Security Officers (HSO). Due to the sensitive nature of the work and because security officers shall be in constant contact with the public, the STATE's established stringent qualification standards for security officers performing work under the Contract shall be adhered to by the CONTRACTOR. The CONTRACTOR shall only select those persons to serve as an HSO who can demonstrate the following:
- a. Have received training or possess the required job experience in meeting the qualifications for "facility personnel with security duties" pursuant to 33 CFR 105.210, including Maritime Security (MARSEC) Awareness training.
 - b. Ability to exercise good judgment.
 - c. Maturity in conduct and attitude.
 - d. Ability to accept and assume responsibility.
 - e. Ability to remain alert, attentive, and professional.
 - f. Possess strong moral character.
 - g. Ability to communicate effectively in English, including the ability to comprehend, read and write English.
 - h. Be proficient in the use of a laptop computer.

- i. Ability to consistently be courteous in interpersonal relationships with the public, Harbor employees and Harbor tenants/users. Be tolerant in interactions with others. Be well-groomed and neat in appearance as officially commissioned representatives of the State of Hawaii.
- j. A complete one-time physical examination PRIOR to the security officer's initial start date shall include drug testing and retention of the doctor's certification. Prior to a security officer being approved for security work, a copy of the doctor's certification for each security officer shall be made available for inspection by CONTRACTOR to the HDM or person(s) designated by the HDM that the security officer's general health is satisfactory. The following are the minimum physical requirements the HDM or person(s) designated by the HDM can impose additional requirements to meet the local district's needs:
 - 1) HSO must have correctable vision to 20/30 each eye.
 - 2) HSO must be able to hear at a normal conversational level. A hearing aid may be used to meet the requirement and must be a part of the doctor's certification, if applicable.
 - 3) HSO must be physically able to walk and stand while serving a normal shift of up to 12 hours to direct and manage traffic; post up at security gates and checkpoints; use stairs, escalators, and parking ramps; and operate motor vehicles or power carts.
 - 4) HSO must be able to lift or carry up to fifty (50) pounds, if required, in the execution of official duties.
- k. Any HSO commissioned under the Contract shall have been issued a Transportation Worker Identification Credential (TWIC) in accordance with 33 CFR 101.514. Prior to a security officer being approved for security work, the CONTRACTOR shall provide a copy of the TWIC to the HDM or person(s) designated by the HDM. No HSO shall be assigned to any part of the Contract at any time without a valid TWIC (a TWIC receipt is not applicable for any HSO).
- l. No HSO shall be assigned to any part of the Contract at any time if the HSO has been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the employee to engage in the providing of security services, unless the conviction has been annulled or expunged by court order pursuant to §463-8(b)(3), HRS.
- m. The CONTRACTOR shall have annual and random drug testing programs as a condition of the HSO continued assignment to perform work under the Contract. Notification of annual random drug testing and result for each HSO shall be made by the CONTRACTOR to the HDM or person(s) designated by the HDM.

- n. HSO shall not have a record of a deferred admission of guilt or conviction of an offense moral turpitude as defined by the Contract for one or more of the following:
 - 1) Fraud or false pretenses in obtaining something of value.
 - 2) Larceny or a misdemeanor theft by taking.
 - 3) Larceny after trust.
 - 4) Murder.
 - 5) Soliciting for prostitutes.
 - 6) Voluntary manslaughter.
 - 7) Sale of narcotics or other illegal drugs.
 - 8) Pattern or failure to file federal tax returns in years in which taxes are due.
 - 9) Criminal issuance of a bad check.
 - 10) Making a false report of a crime.
- o. Minimum age of 21 years for HSO.
- p. High school graduate or equivalent. Prior to a security officer being approved for security work, a copy of each security officer's high school diploma, GED or proof of applicable life and work experience shall be made available for inspection by the CONTRACTOR to the HDM or person(s) designated by the HDM.
- q. State of Hawaii driver's license. Prior to a security officer being approved for security work, the CONTRACTOR shall provide a copy of the HSO's valid State of Hawaii driver's license and the HSO's State of Hawaii traffic abstract to the HDM or person(s) designated by the HDM. Copies shall also be retained by the CONTRACTOR and made available by the CONTRACTOR to the HDM or person(s) designated by the HDM. No HSO shall be assigned to any part of the Contract at any time without a valid State of Hawaii driver's license.
- r. Not have any disqualifying felony convictions that would disqualify the HSO from obtaining a Transportation Worker Identification Card (TWIC) prior to or during the security officer's assignment under the Contract.
- s. The CONTRACTOR shall be responsible for implementing an annual monitoring program whether a HSO assigned to work under the Contract has been arrested for any charge of moral turpitude, TWIC-disqualifying offense, or a felony. The CONTRACTOR shall notify the HDM or person(s) designated by the HDM immediately of the arrest of the HSO. The CONTRACTOR shall provide the STATE with a recommendation to the HDM whether the arrest of the HSO is of a nature that would reflect unfavorably on the fitness of the person to continue to be assigned work under the Contract. The HDM or person(s) designated by the HDM shall have the final authority to

determine in the best interest of the STATE whether the HSO shall continue to be assigned to perform security duties under the Contract pending a final determination from the court.

3. Contract Security Supervisor. The following minimum qualifications apply to the Contract Security Supervisor (CSS). EACH CSS approved by the HDM or person(s) designated by the HDM shall possess the following minimum qualifications:
 - a. Be a full-time resident on the Island of Maui, Hawaii.
 - b. Meet all requirements for TCO and HSO (as provided above).
 - c. Have at least three (3) years of verifiable supervisory experience.
 - d. Have been trained and certified as a qualified "Facility Security Officer" (FSO) pursuant to 33 CFR 105.205. Prior to a CSS being approved for security work, the CONTRACTOR shall provide a copy of the FSO certificate for the CSS to the HDM or person(s) designated by the HDM.
 - e. Possess a Company-issued cellular phone in order to be contacted by and respond to Harbors management. The Company-issued cellular phone must have photo and text messaging capabilities.
 - f. The CSS office shall have a Company-issued desktop computer or laptop computer and a Company-issued multi-functional (print/copy/scan) printer in order to communicate and respond to Harbors management, as well as to issue security assignments, schedules, protocols, notices, etc to security officers.
 - g. A complete one-time physical examination PRIOR to the CSS' initial start date shall include drug testing and retention of the doctor's certification. Prior to a security officer being approved for security work, a copy of the doctor's certification for each security officer shall be made available for inspection by CONTRACTOR to the HDM or person(s) designated by the HDM that the security officer's general health is satisfactory. The following are the minimum physical requirements the HDM or person(s) designated by the HDM can impose additional requirements to meet the local district's needs:
 - 1) CSS must have correctable vision to 20/30 each eye.
 - 2) CSS must be able to hear at a normal conversational level. A hearing aid may be used to meet the requirement and must be a part of the doctor's certification, if applicable.
 - 3) CSS must be physically able to walk and stand while serving a normal shift of up to 12 hours to direct and manage traffic;

post up at security gates and checkpoints; use stairs, escalators, and parking ramps; and operate motor vehicles or power carts.

- 4) CSS must be able to lift or carry up to fifty (50) pounds, if required, in the execution of official duties.
- h. Any CSS commissioned under the Contract shall have been issued a Transportation Worker Identification Credential (TWIC) in accordance with 33 CFR 101.514. Prior to a CSS being approved for work in a supervisory role, the CONTRACTOR shall provide a copy of the TWIC to the HDM or person(s) designated by the HDM. No CSS shall be assigned to any part of the Contract at any time without a valid TWIC (a TWIC receipt is not valid for any CSS).
- i. High school graduate or equivalent. Prior to a CSS being approved for security work, a copy of each security officer's high school diploma, GED or proof of applicable life and work experience shall be made available for inspection by the CONTRACTOR to the HDM or person(s) designated by the HDM.
- j. State of Hawaii driver's license. Prior to a security officer being approved for security work, the CONTRACTOR shall provide a copy of the CSS' valid State of Hawaii driver's license and the HSO's State of Hawaii traffic abstract to the HDM or person(s) designated by the HDM. Copies shall also be retained by the CONTRACTOR and made available by the CONTRACTOR to the HDM or person(s) designated by the HDM. No CSS shall be assigned to any part of the Contract at any time without a valid State of Hawaii driver's license.
- k. No CSS shall be assigned to any part of the Contract if the CSS has been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the employee to engage in the providing of security services, unless the conviction has been annulled or expunged by court order pursuant to §463-8(b)(3), HRS.
- l. The CONTRACTOR shall have a drug testing program to include annual random drug testing as a condition of the CSS continued assignment to perform work under the Contract. Notification of annual random drug testing and result for each CSS shall be made by the CONTRACTOR to the HDM or person(s) designated by the HDM.
- m. The CONTRACTOR shall be responsible for implementing an annual monitoring program whether a CSS assigned to work under the Contract has been arrested for any charge of moral turpitude, TWIC-disqualifying offense, or a felony. The CONTRACTOR shall notify the HDM or person(s) designated by the HDM immediately of the arrest record of the CSS and of the CONTRACTOR's recommendation to the HDM or person(s) designated by the HDM whether the arrest of the

CSS is of a nature that would reflect unfavorably on the fitness of the person to continue to be assigned work under the Contract. The HDM or person(s) designated by the HDM shall have the final authority to determine in the best interest of the STATE whether the CSS shall continue to be assigned to perform security duties under the Contract pending a final determination from the court.

- n. Be able to plan, direct, and supervise the work of all Contract Security employees in the performance of their duties and responsibilities.
 - o. Be able to resolve problems which may arise in the performance of all Contract Security employees.
4. Contract Security Manager. The following minimum qualifications apply to the Contract Security Manager (CSM). Each CSM shall possess the following minimum qualifications:
- a. Be a full-time resident in the State of Hawaii.
 - b. Meet all requirements for TCO, HSO and CSS (as provided above).
 - c. Have at least five (5) years of verifiable experience as a supervisor or equivalent time as a manager at the middle-management level comparable to a lieutenant in a security organization.
 - d. Have at least seven (7) years of verifiable professional experience as a security official in a recognized, bona fide security or screening organization.
 - e. Be trained and certified as a qualified "Facility Security Officer" (FSO) pursuant to 33 CFR 105.205. Prior to a CSM being approved, the CONTRACTOR shall provide a copy of the FSO certificate for the CSM to the HDM or person(s) designated by the HDM.
 - f. Possess a Company-issued cellular phone in order to be contacted by and respond to Harbors management. The Company-issued cellular phone must have photo and text messaging capabilities.
 - g. Possess a Company-issued desktop computer or laptop computer and a Company-issued multi-functional (print/copy/scan) printer in order to communicate and respond to Harbors management.
 - h. The CSM commissioned under the Contract shall have been issued a Transportation Worker Identification Card (TWIC) in accordance with 33 CFR 101.514 and a copy of the TWIC shall be provided to the HDM or person(s) designated by the HDM. No CSM shall be assigned to any part of the Contract at any time without a valid TWIC (a TWIC receipt is not valid for any CSM).

- i. No CSM shall be assigned to any part of the Contract if the CSM has been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the employee to engage in the providing of security services, unless the conviction has been annulled or expunged by court order pursuant to §463-8(b)(3), HRS.
- j. The CONTRACTOR shall be responsible for implementing an annual monitoring program whether a CSM assigned to work under the Contract has been arrested for any charge of moral turpitude, TWIC-disqualifying offense, or a felony. The CONTRACTOR shall notify the HDM or person(s) designated by the HDM immediately of the arrest of the CSM. The CONTRACTOR shall provide a recommendation to the HDM or person(s) designated by the HDM whether the arrest of the CSM is of a nature that would reflect unfavorably on the fitness of the person to continue to be assigned work under the Contract. The HDM or person(s) designated by the HDM has final authority to determine in the best interest of the STATE whether the CSM shall continue to be assigned to perform security duties under the Contract pending a final determination from the court.
- k. Be able to plan, direct, and supervise the work of all Contract Security employees in the performance of the requirements established by the Contract.
- l. Be able to resolve to resolve problems which may arise in the execution of the Contract.

B. “Aloha Spirit” Protocol Training. Emphasis for all positions is placed on “Aloha Spirit” protocol training to ensure that job proficiency includes hospitality and courtesy when interacting with the public and harbor employees. The training plan detailed in the CONTRACTOR Training Manual shall be the basis for all Harbor contract security officers training. PRIOR to the start of the Contract, the final form of the training plan, including “Aloha Spirit” protocol training, must be submitted to the HDM or person(s) designated by the HDM for approval. The plan and training manual shall be oriented for work at the harbors with respect to federal security requirements, courtesy to visitors and safety. The length of training curriculum must be sufficient to guarantee satisfactory performance by all security officers in all positions. It is the CONTRACTOR’s responsibility to assign security personnel that are capable of satisfactorily performing the assigned work pursuant to the Scope of Work for each job classification in any of the security officer positions.

The “Aloha Spirit” Training program must be approved in writing by the HDM or person(s) designated by the HDM prior to the start of the contract and prior to training and certification of security officers.

C. Instructor/Training Program. The instructor or instructors shall have the knowledge and experience that demonstrates the instructor’s or instructors’ proficiency to be a trainer in the area the instructor is providing the training as required herein (e.g. Maritime Security [MARSEC] Awareness training, directing traffic, and traffic management and

security pursuant to 33 CFR 105). For each program subject, the successful bidder shall certify that the instructor or instructors has/have the necessary credentials to meet the training requirements provided herein. PRIOR to the start of the Contract, the CONTRACTOR shall provide copies of instructor/training certificates and TWIC to the HDM or person(s) designated by the HDM for approval to substantiate the instructor's or instructors' credentials and qualifications to teach each subject before any instructor is used.

The Instructor/Training program must be approved in writing by the HDM or person(s) designated by the HDM prior to the start of the contract and prior to training and certification of security officers.

- D. The CONTRACTOR shall submit to the HDM or person(s) designated by the HDM a "Request to Commission" for every TCO, HSO, CSS, and CSM assigned to perform work under the Contract, prior to any TCO, HSO, CSS, and CSM performing work under the contract to confirm the experience, training, credentials, criminal background checks, and qualifications of the security officer.
- E. After receiving approval of the HDM or person(s) designated by the HDM to assign a TCO, HSO, CSS, and CSM to work under the contract, the CONTRACTOR shall provide a list of the approved TCO, HSO, CSS, and CSM who are to be assigned to perform work under the Contract. The CONTRACTOR shall provide an updated list of TCO, HSO, CSS, and CSM to the HDM or person(s) designated by the HDM on the first day of each month of the Contract.
- F. Records are to be maintained in accordance with 33 CFR 105.225. Certifications, training, and training records may be audited by the STATE at any time. Copies of training records shall be accessible to the HDM or person(s) designated by the HDM either electronically or in the CONTRACTOR's office on the Island of Maui.
- G. Additional Training prior to any TCO, HSO, CSS, and CSM performing work under the contract shall include, but not be limited to:
 - 1. CONTRACTOR to provide equivalent traffic management and control training as it would be taught by the county police department in the jurisdiction in which the harbor is located.
 - 2. Training to meet the requirements of 33 CFR 105.245.
 - 3. Training in the operation of hand-held imaging equipment.
 - 4. Training in CPR and First Aid including Automatic External Defibrillators.
 - 5. Training in hand-wand, vehicle, and pat-down search methods.
 - 6. Federal Emergency Management Agency (FEMA) sponsored training AWR 1 Seaport Security for Port Employees or Natural Disaster Awareness for Security Professionals.
 - 7. National Incident Management and Command System training as follows:
 - a. TCO, HSO, and CSS – On-line NIMS training in ICS 100 and 200.
 - b. CSM – Same as a TCO, HSO, and CSS, and ICS 300 and 400.
- H. Exercise and Drills. The HDM or person(s) designated by the HDM may require the TCO, HSO, CSS and/or CSM to participate in training exercises and drills provided by

the HDM or person(s) designated by the HDM during their normal work hours, and at no cost to the CONTRACTOR.

- I. Special Training. The CONTRACTOR shall be paid at the regular unit cost rates for any additional training attendance by CONTRACTOR employees as required in writing by the HDM or person(s) designated by the HDM.

10.4 SCOPE OF WORK – The CONTRACTOR is responsible to meet its duty of providing a safe work environment for the TCO, HSO, CSS, and CSM (hereinafter “security officers”) the CONTRACTOR assigns to work under the Contract pursuant to Chapter 396, Hawaii Revised Statutes. The CONTRACTOR shall furnish the necessary management, administrative support, security officers, supervision, STATE-approved uniforms, vehicles, communication equipment/relays, office telephones, office furniture, supplies, materials, incidentals, office fax/copy equipment, and any other equipment necessary to provide security/safety and security services for the Maui District, Harbors, Department of Transportation, State of Hawaii, at Kahului Harbor.

Post Orders shall be submitted by the CONTRACTOR and approved by the HDM or person(s) designated by the HDM prior to start of the Contract. No changes may be made to the Post Orders without prior written approval from the HDM or person(s) designated by the HDM. Contract Security Officers shall follow all Protocols from the HDM or person(s) designated by the HDM.

Security officer services shall only be performed within the boundaries of the Harbor; i.e., there shall not be off-harbor pursuits. The security authority of security officers is only valid within harbors boundaries and shall only be used as part of the Contract. Security authority, uniforms and equipment used under the Contract shall not be used for private work including, but not limited to, providing security officers for harbor construction gates/sites. Firearms of any type are prohibited to be in the possession of any TCO, HSO, CSS or CSM at any time within the boundaries of the harbors.

PRIOR to the start of the Contract, the CONTRACTOR shall provide the HDM or person(s) designated by the HDM a company employee list with a minimum of TWENTY-ONE (21) qualified and active Contract security officers for approval. Throughout the term of the Contract, the CONTRACTOR shall at all times have on staff a minimum of TWENTY-ONE (21) qualified and active full-time and part-time TCO, HSO and CSS for executing the work in the manner and time required by these specifications.

PRIOR to the start of the Contract, the CONTRACTOR shall provide THREE (3) security patrol 4-door crew cab pickup trucks (“Vehicles”), and other required security equipment specified as such in the Contract for executing the work in the manner and time required by these specifications.

The CONTRACTOR shall employ additional security officers at elevated MARSEC security levels as required by the HDM or person(s) designated by the HDM. For example, this may include a provision of up to five additional personnel for increased security officer requirements as determined by HDM or person(s) designated by the HDM and approved by the U. S. Coast Guard (USCG) Captain of the Port. The STATE recognizes that the CONTRACTOR may need the support of other security firms to meet the additional security support for higher MARSEC levels. Therefore, the STATE shall permit the CONTRACTOR to add personnel through a subcontract at

a mark-up fee of five percent (5%) on the total cost of the subcontractor's invoice to an equally qualified security firm that meets the qualifications and training requirements as provided herein.

Any security officer employed by the CONTRACTOR who, in the opinion of the HDM or person(s) designated by the HDM: a) does not perform work under the Contract in a proper and skillful manner; b) has reasonable suspicion that a security officer is under the influence of drugs or alcohol; c) is insubordinate; d) is disorderly; e) is abusive; or, f) does not demonstrate tact and diplomacy in dealing with others; g) does not adhere to the Aloha Spirit Protocol; or h) is habitually tardy or absent shall, upon written notice from the HDM or person(s) designated by the HDM, be removed immediately by the CONTRACTOR and shall not be assigned any portion of work under the Contract, provided the CONTRACTOR shall have the opportunity to present facts and mitigating circumstances to the HDM or person(s) designated by the HDM or person(s) designated by the HDM to reinstate the security officer, at the sole discretion of the HDM or person(s) designated by the HDM.

If a security officer loses his/her security clearance or certification or TWIC, or have his/or her security clearance or certification or TWIC suspended, the security officer shall not be assigned any portion of the work at any time under the Contract, provided the CONTRACTOR may reinstate the security officer upon providing the HDM or person(s) designated by the HDM with written documentation that the security officer has secured his/her clearance or there has been a final resolution of the suspension of his/her security clearance or suspension.

The CONTRACTOR shall provide professional and quality service at all times that ensures the safety, security and protection of all life and properties at the harbor.

Management – Contract Security Manager (CSM)

The CONTRACTOR shall provide ONE (1) full-time CSM, who is a full-time resident in the State of Hawaii, to directly manage the Contract security operations at the Harbor throughout the term of the Contract. The qualified CSM must have the authority to act on behalf of the CONTRACTOR on all the terms and conditions of the Contract with the exception of executing Contract changes for new and unforeseen work.

The CSM shall be available to be contacted by and respond to the HDM or person(s) designated by the HDM on a 24 hour a day, 7 days a week, 52 weeks per year basis. The CSM shall provide the HDM or person(s) designated by the HDM with a Company-issued cell phone number with photo and text messaging capabilities, and an official Company email address for communications and documents, as needed, in order to follow instructions given by the HDM or person(s) designated by the HDM.

The CSM shall respond immediately to all communications by the HDM or person(s) designated by the HDM. At the request of the HDM or person(s) designated by the HDM, the CSM shall attend and participate in all harbors designated security and cruise ship meetings, inspections, exercises, and other activities which relate to security services and Contract security operations at the Harbor.

The CSM shall be able to deal effectively with the public, vessel management, tenants, concessionaires, harbor user groups, employees, and harbor management. The CSM shall investigate and resolve all complaints made against security personnel, keep detailed records of all actions taken, and send a written report to the HDM or person(s) designated by the HDM as directed on all complaint resolution activities.

The CSM shall not be scheduled to perform TCO, HSO, or CSS security services described herein, unless approved in writing by the HDM or person(s) designated by the HDM.

The CSM shall ensure security officer weekly assignment schedules for the following harbors security work week are provided to the HDM or person(s) designated by the HDM no later than close of business (4:30 pm) each Wednesday and shall be approved by the HDM or person(s) designated by the HDM prior to posting. The harbors security work week is any consecutive 7-day period designated by the CONTRACTOR, Sunday to Saturday, with three 8-hour work shifts (12:00 am to 8:00 am; 8:00 am to 4:00 pm; 4:00 pm to 12:00 am).

Management – Contract Security Supervisor (CSS)

The CONTRACTOR shall provide ONE (1) full-time CSS and ONE (1) part-time CSS, who are full-time residents on the Island of Maui, to directly supervise the day-to-day Contract security operations at the Harbor throughout the term of the Contract. As directed by the HDM or person(s) designated by the HDM, the qualified CSS shall be on duty, day and/or night, whenever security services are being provided. The days, shifts, times and locations of CSS assignments are at the discretion of the HDM or person(s) designated by the HDM.

The CSS shall be available to be contacted by and respond to the HDM or person(s) designated by the HDM on a 24 hour a day, 7 days a week, 52 weeks per year basis. The CSS shall provide the HDM or person(s) designated by the HDM with a Company-issued cell phone number with photo and text messaging capabilities, and an official Company email address for communications and documents, as needed, in order to follow instructions given by the HDM or person(s) designated by the HDM.

The CSS may be scheduled to perform TCO or HSO security services as required with prior approval or as directed in writing from the HDM or person(s) designated by the HDM.

The CSS shall be in uniform while relieving a TCO or HSO or performing work as a TCO or HSO. The CSS shall report to the HDM or person(s) designated by the HDM their location and availability at the start of security work week at the Harbor.

Specific Duties of the various positions include:

Traffic Control Officer (TCO) – Directs traffic and traffic management in assigned areas, issues citations or traffic and parking violations and reports unusual events. The TCO may be required to patrol parking areas, stand at one location, or walk in or around parking areas. The primary duties and tasks of the TCO are at a minimum, but not strictly limited to:

1. Directs passenger and vehicular traffic within Harbors properties, pedestrian areas, and parking lots.
2. Patrols on foot Harbors properties and parking lots used for vehicle parking.
3. Enforces vehicle and parking rules as directed by the HDM or person(s) designated by the HDM.
4. Inspects, controls, and monitors vehicles which enters, exits, traverses or parks at Harbors facilities and parking lots.
5. Maintains surveillance of demonstrations, strikes, protests, sit-ins, public rallies, marches, meetings, and other gatherings on Harbors facilities and parking lots.
6. Recognize and detect suspicious persons, or dangerous substances and devices.

7. Recognize characteristics and behavioral patterns of persons who are likely to threaten security.
8. Recognize techniques to circumvent security measures.
9. Be knowledgeable and trained in methods of screening vehicles, personnel, personal effects, and baggage, cargo and vessel store as required.
10. Ensures firefighting equipment, fire lanes, doors and traffic lanes are not blocked by cargo or equipment.
11. Watches for fire, trespassers, or other irregularities.
12. Reports all discrepancies and unsafe conditions for appropriate action.
13. Responds, if possible, without the use of restraints or force and without endangering self or others to emergencies, alarms, scenes break-ins, assaults, hazards, public disorders, vehicle criminal activities and other disturbances/emergencies.
14. Gathers facts and prepares reports of accidents, incidents and complaints of State officials, employees, and the general public in a format or on a form approved by the HDM or person(s) designated by the HDM.
15. Has ready access to a Company-issued portable 2-way radio provided by the CONTRACTOR, to facilitate communications with participants and other agencies, as required.
16. Checks ground transportation permits and harbors parking permits.
17. Prohibits unauthorized parking.
18. The security officer shall not leave his/her assigned post unless: (a) approved by the CSS at the order of the HDM or person(s) designated by the HDM, or (b) properly relieved by another trained security officer.

Harbor Security Officer (HSO) – Enforce laws, rules and regulations for the protection and security of life and property, and to maintain a safe and secure environment. The HSO may be required to patrol during all times of the day and night, stand at a designated location, and be able to respond to incidents. The primary duties and tasks of the HSO are at a minimum, but not strictly limited to, the following:

1. Patrols areas within the Harbors properties on foot or in a vehicle, including buildings, sheds, comfort stations, cargo yards, roadways, pedestrian areas, and parking lots.
2. Inspects, controls, and monitors vehicles which enters, exits, traverses or parks at Harbors facilities and parking lots.
3. Maintains surveillance of demonstrations, strikes, protests, sit-ins, public rallies, marches, meetings, and other gatherings on Harbor facilities and parking lots.
4. Recognize and detect suspicious persons, or dangerous substances and devices.
5. Recognize characteristics and behavioral patterns of persons who are likely to threaten security.
6. Recognize techniques to circumvent security measures.
7. Be knowledgeable and trained in methods of screening vehicles, personnel, personal effects, and baggage and cargo and vessel stores as required.
8. Watches for fire, trespassers, or other irregularities.
9. Prevents and reports acts of theft, vandalism, and security breaches.
10. Investigates suspicious persons or unusual incidents.
11. Reports all discrepancies and unsafe conditions for appropriate action.
12. Checks the security of buildings, materials, equipment, and perimeter fences.

13. Responds to complaints and takes appropriate action.
14. Checks vessels to determine whether they are properly secured at moorings.
15. Notify Harbors, United States Coast Guard, State or County Law Enforcement personnel regarding persons who violate laws, rules, and regulations.
16. Directs passenger and vehicular traffic within the Harbors properties, pedestrian areas, and parking lots.
17. Enforces vehicle and parking rules.
18. Ensures firefighting equipment, fire lanes, doors and traffic lanes are not blocked by cargo or equipment.
19. Conducts searches of persons, property, and vehicles.
20. Supervises evacuation procedures when directed.
21. Observes and logs docking and undocking of vessels, checking for possible damage to facilities. Reports location of vessels by pier foot marking.
22. Reports all unusual incidents, irregular activities, events, or property damage.
23. Turns on lights in sheds, on piers and in storage or working areas when directed or when operations make it necessary. Turns off all lights in sheds, on piers and in storage or working areas during daylight hours when directed or whenever such lights are no longer required for operations. Reports lights not working.
24. Prepares Harbors incident reports, maintains required security activity logs, or watch highlights, and records in an electronic format or on an electronic document/form template approved by the HDM or person(s) designated by the HDM.
25. Responds to emergencies, e.g., renders first aid and performs other activities to prevent injury or protect life and property.
26. Performs any and all duties required to comply with appropriate United States Coast Guard and Department of Homeland Security requirements.
27. Coordinates with other security officers contracted by ships in port.
28. When directed by the HDM or person(s) designated by the HDM, maintains surveillance of and monitors Closed-Circuit Television (CCTV) for suspicious, illegal, or irregular activities and reports such activities.
29. Has ready access to a Company-issued portable 2-way radio, a Company-issued cellular telephone with photo and text messaging capabilities, and a Company-issued vehicle laptop computer with MS Office and WiFi capabilities, to facilitate communications and reporting requirements with the HDM or person(s) designated by the HDM, and the CSS.
30. When directed by the HDM or person(s) designated by the HDM, performs access control tasks including but not limited to vehicle and personnel inspection and screening at access control points to deter and prevent unauthorized access and introduction of unauthorized items and materials into regulated security facilities in the harbor.
31. Responds to, reports, and assists other agencies in any oil spillage and other pollution, accidents, and injuries.
32. Report any vessels moving about or moored at piers that are not listed on a daily schedule to the FSO for follow up.
33. Sweeps facility to ensure security measures are in place prior to ship's arrival.
34. When directed by the HDM or person(s) designated by the HDM, serve as the representative of the STATE in executing Declaration of Security (DOS) tasks pertaining to 33 CFR 105.245.
35. The security officer shall not leave his/her assigned post unless: (a) approved by the CSS at the order of the HDM or person(s) designated by the HDM, or (b) properly relieved by another trained security officer.

Contract Security Supervisor (CSS) – Provides supervision and control of the security officers at the Harbor. The CSS shall report to the HDM or person(s) designated by the HDM to receive directions, assignments, updates, and any information pertaining to the security of the Harbor. The CSS must be able to perform all tasks and duties of the Security Officer and at a minimum the following supervisory duties:

1. Organizes, directs, and supervises the work activities of assigned security officers on a rotational basis and makes assignments to provide effective security and security within the harbor.
2. Maintains and monitors work performance of assigned security officers and prepares job performance ratings in a fair and consistent manner and takes appropriate action to correct any deficiencies.
3. Issues oral and written instructions to assigned security officers. Conducts preliminary investigation of misconduct/allegations against security officers on assigned watch and prepares appropriate report to recommend appropriate actions.
4. Provides on the scene supervision involving security related incidents.
5. Reviews reports of assigned security officers for accuracy and provides constructive guidance.
6. Ensures that assigned security officers are performing their duties as prescribed by law, applicable rules, and regulations.
7. Conducts preliminary investigation of injuries to assigned security officers.
8. Maintains inventory of supplies and equipment.
9. Conducts regular staff meetings to discuss work-related security protocols, security incidents or breaches and security problems, and to provide advice and guidance to security officers.
10. Attends and participates in security-related meetings, as required.
11. Has ready access to Company-issued devices, including portable 2-way radio, cellular telephone with photo and text messaging capabilities, and desktop computer or laptop computer with MS Office and wireless internet capabilities, to facilitate communications and reporting requirements with the HDM or person(s) designated by the HDM.

10.5 UNIFORMS AND EQUIPMENT – The CONTRACTOR shall provide security dress uniforms and security officer equipment to fulfill the terms of the Contract. The HDM or person(s) designated by the HDM shall be the sole judge of the adequacy of the security dress uniforms and security officer equipment provided by the CONTRACTOR:

- A. Uniforms – PRIOR to the start of the Contract, the CONTRACTOR shall provide and assure that all security officers' uniforms and equipment are standardized, clean and identical when they are on duty. The uniform style, color, material, dress standards and equipment shall be approved by the HDM or person(s) designated by the HDM. The CONTRACTOR shall provide all security officers a safety vest with reflective strips which meets OSHA requirements as the outermost garment for all security officers performing traffic control duties or security duties within all Harbors cargo yards. Reflective traffic safety gloves are recommended when directing vehicular traffic. The CONTRACTOR shall provide all security officers with cold/rainy weather gear, including caps/hats, jackets, rain gear and rain boots. All safety vests and cold/rainy weather gear when used in the performance of security officers' duties shall be identified as "HARBOR SECURITY" and the company name.

1. The CONTRACTOR shall insure that all security officers maintain and wear their uniforms in a standard, clean, neat, and professional manner. Dress shirts shall be tucked in. Polo shirts, t-shirts and short pants (shorts) are not allowed. Covered all-black shoes are required. No visible face, head or body ornaments are allowed. No personal corded or wireless electronic devices are allowed. Use of cell phones while on duty for any business other than harbors security business is strictly prohibited.
2. All security personnel must be well groomed at all times; facial hair shall be neat and trimmed; hair shall be maintained in a safe and orderly fashion to avoid hair being caught in mechanical equipment or doors and traffic barriers (long hair on employed security officers shall be neatly pinned or kept in a bun or kept under a security officer's cap/hat provided by the CONTRACTOR and approved by the HDM or person(s) designated by the HDM.
3. Standard badges, company insignia, and security personnel identification cards, including company photo ID and TWIC, shall be worn by all security officers at all times while on duty on Harbors properties. Standard badges and/or company insignia shall be on dress uniforms, reflective safety vests and rain gear.
4. Uniforms must be of a different color for Harbors work at the Harbor than for other private contract security work at the Harbor.
5. Security Officers that are deemed by the HDM or person(s) designated by the HDM not meeting the security dress standards as provided above, shall be removed immediately from the post by the CSS or CSM, and the post covered by the CSS until the post is properly filled.

B. Vehicles – PRIOR to the start of the Contract, the CONTRACTOR shall provide TWO (2) security 4-door crew cab pickup trucks ("Vehicles") for patrolling in/around the Harbor. All Vehicles shall have current State of Hawaii license plates, safety check, registration and insurance. Vehicles shall be able to accommodate all security officers and be five (5) years or less in age at the start of the Contract. Vehicles shall be marked, licensed, safe, clean, white in color, in good appearance, and in mechanically sound running condition. Vehicles shall have automatic transmission with air conditioning and shall be equipped with a roof mounted full size light bar with clear/amber LED lights, cruise control, clear front & rear take down lights, clear alley lights, an installed 2-way UHF & VHF mobile radio, and an installed public address & siren system with a 100-watt speaker.

Vehicles used in the performance of security officer's duties shall be identified with the company name and with "HARBOR SECURITY" on four inch (4") black reflective decals on both sides and rear of each vehicle. Fueling of Vehicles shall be conducted within a one (1) mile radius of the boundaries of the Harbor.

The CONTRACTOR shall submit a written request prior to any assignment, purchase or lease of a Vehicle assigned to the Contract for HDM or person(s) designated by the HDM approval for the type of Vehicles, appearance, operational condition to be in good working order, and number of Vehicles.

C. Security Officers' 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 harbor parking permits if the security

officer is parking on Harbors properties; 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.

- D. Communications – PRIOR to the start of the Contract, the CONTRACTOR shall provide a sufficient supply of 2-way UHF & VHF portable radios (for each working security officer as assigned) and a 2-way UHF & VHF mobile radios (installed in each Vehicle, company issued cellular phones (for each CSS and roving security officer as assigned), office desktop or laptop computer with internet access (for CSS), and a laptop computer with WiFi internet access (for roving security officer as assigned), to ensure dissemination of information, to include reporting of incidents, be done in a timely and effective manner, and to ensure that the CONTRACTOR understands and agrees that the communications devices and maintenance costs are limited to the dollars budget provided in the bid proposal of the Contract prior to use.

Prior to its purchase and use, the CONTRACTOR shall ensure all 2-way radio devices are P25 compliant and shall provide the HDM or person(s) designated by the HDM with the type of communication devices and marine radio frequency or frequencies for approval. The CONTRACTOR will utilize these communication devices for the reporting of incidents in a timely and effective manner. Upon review and approval of the CONTRACTOR'S proposed type of communication devices the CONTRACTOR is to utilize, the STATE shall reimburse the CONTRACTOR for the actual costs of communication devices, including maintenance costs, not exceed the dollar amounts provided in each year of the Contract for Communication Devices. All invoices paid for the actual costs shall be provided to the State with its request for payment in order to be reimbursed for the actual costs. Copies of receipts, lease contracts, etc. shall accompany the invoices in order to be eligible for reimbursement. At the end of the Contract, communication devices not leased by the CONTRACTOR shall be returned to the STATE, if fully reimbursed by the State, for the remaining useful economic life of the equipment, if any.

In addition, the security officer shall have the communication capability to make immediate notification via 2-way radio or cell phone use to Federal, STATE, or County security agencies. The CONTRACTOR shall have a desktop or laptop computer, monitor, keyboard, mouse, multi-function printer/scanner/copier and email capability in their local office. Each Vehicle shall have laptop computer stand inside each Vehicle's cab for the roving security officer's laptop computer with WiFi internet access for reporting and operational purposes.

- E. First Aid and Safety Devices – PRIOR to the start of the Contract, the CONTRACTOR shall provide first aid kits and automatic external defibrillators (AED) for each Company assigned patrol vehicle and at guard posts designated by the HDM or person(s) designated by the HDM provided the costs of the first aid kits and automatic external defibrillators do not exceed the dollar amounts provided in each year of the Contract for First Aid and Safety Devices as determined by the HDM or person(s) designated by the HDM. The CONTRACTOR shall provide First Aid and AED training for all security officers prior to the start of the Contract.

The CONTRACTOR shall submit a written request prior to any purchase, rental, or lease of a first aid kits and automatic external defibrillators assigned to the Contract for HDM or person(s) designated by the HDM approval and to ensure that the CONTRACTOR understands and agrees that the automatic external defibrillators costs and maintenance costs is limited to the dollars budget provided in the bid proposal of the Contract prior to use. The STATE shall reimburse the CONTRACTOR for the actual cost of the automatic external defibrillators. Except for the first year of the Contract, there shall be no reimbursement for first aid kits – only replenishment of the first aid kits in years two and three of the contract or extensions thereafter shall be allowed; provided further that the reimbursements shall not to exceed the dollar amounts provided in each year of the Contract for “First Aid and Safety Devices.” At the end of the Contract, the automatic external defibrillators (AED) not leased by the CONTRACTOR shall be returned to the STATE, if fully reimbursed by the State, for the remaining useful economic life of the equipment, if any.

- F. Security Office – The CONTRACTOR shall provide working office for the CSS/CSM within a one (1) mile radius of the boundaries of Harbors. The CONTRACTOR shall submit a written request prior to any purchase, rental or lease of a security office assigned to the Contract for HDM or person(s) designated by the HDM approval prior to use. The security office, whether temporary or permanent, shall be maintained clean and orderly. The STATE shall have final approval as to the appropriateness of the office.
- G. Inspection Devices – The CONTRACTOR shall provide the following inspection devices at guard posts designated by the HDM or person(s) designated by the HDM: (a) undercarriage mirrors with flashlight and flashlight holder; (b) USCG approved handheld metal detector; (c) handheld flashlights; (d) whistles; and (e) inspection mirrors, provided the costs of the inspection devices do not exceed the dollar amounts provided in each year of the Contract for Inspection Devices as determined by the HDM or person(s) designated by the HDM. The STATE shall reimburse the CONTRACTOR for the actual cost of the inspection devices. At the end of the Contract, the undercarriage mirrors and inspection mirrors shall be returned to the STATE, if fully reimbursed by the State, for the remaining useful economic life of the equipment, if any.

10.6 ADDITIONAL REQUIREMENTS

- A. The CONTRACTOR shall obtain or renew the TWIC card for all security officers assigned to Harbors security officer duties at the CONTRACTOR’s expense.

10.7 PAYMENT

- A. Management – All management services provided or performed by the CONTRACTOR shall be considered incidental to the security officers services being provided and shall not be paid for separately.
- B. Security Officer Services – Security Officer services shall be paid for at the hourly rate bid (unit bid price).

1. Proposal Page PF-8 though PF-13 is provided for bidding purposes only and reflects the anticipated total number of security positions and hours required at various guard posts.
2. Hourly rates (unit bid prices) shall be inclusive of all costs (labor, security office, training, uniforms, vehicles, vehicle maintenance, equipment, overhead, profit, insurance, sales taxes, employee benefits, ancillary personnel, etc.) incurred or to be incurred by the CONTRACTOR to fulfill the requirements of these specifications.

The CONTRACTOR is to submit a monthly billing to the following:

Department of Transportation
Harbors, Maui District
101 E. Kaahumanu Avenue, Suite
100
Kahului, Hawaii 96732

Pursuant to §103-55, HRS, the CONTRACTOR shall certify that the services performed shall be paid at wages or salaries not less than the wages paid to public officers and employees for similar work. The CONTRACTOR shall submit with the CONTRACTOR'S monthly billing, copies of a Certified Payroll that the CONTRACTOR is in compliance with §103-55, HRS and the terms of the Contract, and copies of the weekly payroll summary of all security guards certified workdays, including dates, start/end times and positions. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed in the CONTRACTOR's certification are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each employee of the CONTRACTOR assigned to the Contract conforms with the work of that the public officer or employee performed.

In the event the CONTRACTOR subcontracts for security services as provided in the §103- 55, HRS, the CONTRACTOR shall be responsible for the submission of the subcontractor's Certified Payroll and subcontractor's compliance with §103-55, HRS.

Payroll records shall be maintained by the CONTRACTOR and subcontractors for three (3) years after the day of Notice to Proceed. The records shall contain, the name and home address of each employee assigned to the CONTRACT, employee's correct classification, rate of pay (basic hourly rate), daily and weekly hours worked, weekly straight time and over time earnings, amount and type of deductions, actual wages paid, and date of payment. The records shall be made available for inspection by the HDM or person(s) designated by the HDM, who may also interview employees during working hours on the job.

10.8 TERM OF CONTRACT AND FUNDING – The services specified are to be provided by the CONTRACTOR for a period of five (5) years commencing on the date indicated in the Notice to Proceed issued by the STATE. In case there are insufficient funds to finance the Contract beyond the first year, the STATE may, without any liability on its part, terminate the Contract upon written notice to the CONTRACTOR at least thirty (30) calendar days prior to the termination date.

10.9 TRANSITION PERIOD PROVISIONS - In the event the CONTRACTOR is not successful in the subsequent solicitation, the CONTRACTOR shall continue to provide the same

level of services during the transition period and shall fully assist the STATE and the new Contractor in effecting a safe, orderly and successful transition.

The current CONTRACTOR shall specifically be prohibited from working against a successful transition with negative actions, such as encouraging employees not to apply for positions with the new Contractor, and from making any changes in its methods of operation or level of services which could reasonably be considered to be aimed at cutting operating costs to maximize profits during the final stages of the contract.

The CONTRACTOR may reasonably begin to prepare for transition of service to the new Contractor during the transition period, and the STATE shall not unreasonably withhold its approval of the CONTRACTOR/s requests to begin an orderly transition process, including reasonable plans to relocate administrative staff, scale down certain inventory items, etc., provided such transition activities do not substantially impair the CONTRACTOR'S performance during this transition period.

10.10 LIQUIDATED DAMAGES

- A. GOVERNMENT PENALTIES AND FINES** - In the event the State is required to pay monetary fines for violations of federal, State, or County laws and regulations that are caused wholly or in part by the CONTRACTOR'S acts or omissions related to the contract, the CONTRACTOR shall reimburse the STATE for that percentage of the fine for which the CONTRACTOR is responsible pursuant to §266-28, HRS. The CONTRACTOR shall hold harmless, indemnify, defend and insure the State of Hawaii when there is a claim based on the violation of any federal, State, or County laws and regulations due to the CONTRACTOR'S failure to fulfill the terms of the contract.
- B. OTHER DAMAGES** – If the STATE experiences any losses and it is due to negligence on the part of the CONTRACTOR, the CONTRACTOR shall be liable for any expenses incurred directly related to the incident(s).
- C. REPORTS** – Any required reports, including incident reports, must be submitted to Harbors management within a timely manner as provided. Failure to provide reports as indicated shall result in liquidated damages of \$100 per day or, if subsequent activity could have been prevented if Harbors management had been notified in a timely manner, actual damages sustained shall be charged to the contractor.
- D. FAILURE TO COMPLETE CONTRACT** – If the CONTRACTOR fails to complete the contract, the CONTRACTOR shall be assessed liquidated damages of Two Thousand Seven Hundred Dollars, \$2,700.00, per day or equal to the costs incurred by the STATE to provide unarmed security services at the harbor, whichever is higher.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS

PROJECT: FURNISHING UNARMED SECURITY SERVICES FOR
COMMERCIAL HARBOR FACILITIES AT KAHULUI
HARBOR ON THE ISLAND OF MAUI

PROJECT NO: RM1032-27

COMPLETION TIME: Contract is for a term of five (5) years commencing from date
indicated in the Notice to Proceed from the STATE.

LIQUIDATED DAMAGES: See Section 10.10

ELECTRONIC SUBMITTAL: **Bidders shall submit and upload the complete proposal to
HiePRO prior to the bid opening date and time. Any
additional support documents explicitly designated as
confidential and/or proprietary shall be uploaded as a
separate file to HiePRO. See SPECIAL PROVISIONS 2.4
DELIVERY OF PROPOSALS for complete details.
FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO
HiePRO SHALL BE GROUNDS FOR REJECTION OF
THE BID.**

PROJECT MANAGER: Shayna Asuncion
DEPARTMENT OF TRANSPORTATION
HARBORS, MAUI DISTRICT
101 E. Kaahumanu Avenue
Kahului, Hawaii 96732
E-MAIL: shayna.m.asuncion@hawaii.gov
PHONE: 808-873-3359

NOTE: BID, PERFORMANCE AND PAYMENT BONDS ARE NOT REQUIRED FOR THIS
PROJECT

RM1032-27

Director of Transportation
AliiAIMoku Hale
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.

Matls. & Serv.
r12/2020

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

Receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items: the specifications, the notice to bidders, the special provisions, if any, the proposal, the plans, if any, and the contract form.

The undersigned acknowledges receipt of any addendum,
issued by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

The undersigned hereby certifies that the bid prices
contained in the attached proposal schedule have been carefully
checked and are submitted as correct, final and are net prices.

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

*Hawaii General Excise Tax License No. _____

Matls. & Serv.
r12/2020

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign on behalf of the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above with the signature(s) of the general partner(s) authorized to sign contracts on behalf of the partnership. Please attach to this page current (not more than six months old) evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed in the space provided therefore on page PF-4.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department prior to the opening of bids or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

*Bidder will be considered an out-of-state vendor if Hawaii General Excise Tax License No. is not indicated. See Section 2.8 Out-of-State Bidders of the Specifications.

PREFERENCE

Bidders agree that preference shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of preference.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) with their bid at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

() Yes, I wish to be considered for the Hawaii Bidder Preference. I have included Form SPO-081 with my bid.



STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

- (1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

- (2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;
- (3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and
- (4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

Signature of Authorized Officer

Print Name and Title

Date

FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR
FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI
PROJECT NO. RM1032-27

PROPOSAL SCHEDULE

PROPOSAL SCHEDULE A – FIRST YEAR

Bid Item No.	Description	Estimated Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
A1	Total Cost for Traffic Control Officers	2,080	hours	\$ _____/hr	\$ _____
A2	Total Cost for Harbors Security Officers	2,080	hours	\$ _____/hr	\$ _____
A3	Total Cost for Contract Security Supervisor	3,600	hours	\$ _____/hr	\$ _____

Allowances for Communication Devices (includes radios, cell phones, computers) \$ 7,000

Allowances for First Aid and Safety Devices (includes AED) \$ 5,000

Allowances for Inspection Devices (includes undercarriage mirrors, hand wands, flashlights) \$ 3,000

Sub-total Allowances \$ 15,000

Total – Proposal Schedule A \$ _____
(A1 + A2 + A3 + allowances)

FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR
FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI
PROJECT NO. RM1032-27

PROPOSAL SCHEDULE

PROPOSAL SCHEDULE B – SECOND YEAR

Bid Item No.	Description	Estimated Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
B1	Total Cost for Traffic Control Officers	2,080	hours	\$ _____/hr	\$ _____
B2	Total Cost for Harbors Security Officers	2,080	hours	\$ _____/hr	\$ _____
B3	Total Cost for Contract Security Supervisor	3,600	hours	\$ _____/hr	\$ _____

Allowances for Communication Devices (includes radios, cell phones, computers) \$ 7,000

Allowances for First Aid and Safety Devices (includes AED) \$ 5,000

Allowances for Inspection Devices (includes undercarriage mirrors, hand wands, flashlights) \$ 3,000

Sub-total Allowances \$ 15,000

Total – Proposal Schedule B \$ _____
B1 + B2 + B3 + allowances)

FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR
FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI
PROJECT NO. RM1032-27

PROPOSAL SCHEDULE

PROPOSAL SCHEDULE C – THIRD YEAR

Bid Item No.	Description	Estimated Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
C1	Total Cost for Traffic Control Officers	2,080	hours	\$ _____/hr	\$ _____
C2	Total Cost for Harbors Security Officers	2,080	hours	\$ _____/hr	\$ _____
C3	Total Cost for Contract Security Supervisor	3,600	hours	\$ _____/hr	\$ _____

Allowances for Communication Devices (includes radios, cell phones, computers) \$ 7,000

Allowances for First Aid and Safety Devices (includes AED) \$ 5,000

Allowances for Inspection Devices (includes undercarriage mirrors, hand wands, flashlights) \$ 3,000

Sub-total Allowances \$ 15,000

Total – Proposal Schedule C \$ _____
(C1 + C2 + C3 + allowances)

FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR
FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI
PROJECT NO. RM1032-27

PROPOSAL SCHEDULE

PROPOSAL SCHEDULE D – FOURTH YEAR

Bid Item No.	Description	Estimated Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
D1	Total Cost for Traffic Control Officers	2,080	hours	\$ _____/hr	\$ _____
D2	Total Cost for Harbors Security Officers	2,080	hours	\$ _____/hr	\$ _____
D3	Total Cost for Contract Security Supervisor	3,600	hours	\$ _____/hr	\$ _____

Allowances for Communication Devices (includes radios, cell phones, computers) \$ 7,000

Allowances for First Aid and Safety Devices (includes AED) \$ 5,000

Allowances for Inspection Devices (includes undercarriage mirrors, hand wands, flashlights) \$ 3,000

Sub-total Allowances \$ 15,000

Total – Proposal Schedule D \$ _____
(D1 + D2 + D3 + allowances)

FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR
FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI
PROJECT NO. RM1032-27

PROPOSAL SCHEDULE

PROPOSAL SCHEDULE E – FIFTH YEAR

Bid Item No.	Description	Estimatated Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
E1	Total Cost for Traffic Control Officers	2,080	hours	\$ _____/hr	\$ _____
E2	Total Cost for Harbors Security Officers	2,080	hours	\$ _____/hr	\$ _____
E3	Total Cost for Contract Security Supervisor	3,600	hours	\$ _____/hr	\$ _____

Allowances for Communication Devices (includes radios, cell phones, computers) \$ 7,000

Allowances for First Aid and Safety Devices (includes AED) \$ 5,000

Allowances for Inspection Devices (includes undercarriage mirrors, hand wands, flashlights) \$ 3,000

Sub-total Allowances \$ 15,000

Total – Proposal Schedule E \$ _____
(E1 + E2 + E3 + allowances)

FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR
FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI
PROJECT NO. RM1032-27

TOTAL COMPARISON OF COMPETITIVE BID

TOTAL – PROPOSAL SCHEDULE A \$ _____

TOTAL – PROPOSAL SCHEDULE B \$ _____

TOTAL – PROPOSAL SCHEDULE C \$ _____

TOTAL – PROPOSAL SCHEDULE D \$ _____

TOTAL – PROPOSAL SCHEDULE E \$ _____

TOTAL AMOUNT FOR COMPARISON OF BIDS \$ _____

FURNISHING UNARMED SECURITY SERVICES FOR COMMERCIAL HARBOR
FACILITIES AT KAHULUI HARBOR ON THE ISLAND OF MAUI
PROJECT NO. RM1032-27

Notes

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
4. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
5. Bidders are informed that the persons it nominates as its Contract Security Supervisor(s) and Contract Security Manager are required to meet the minimum qualifications of the Contract Security Supervisor(s) and Contract Security Manager, respectively, as provided in the bid specifications, or risk the bid being rejected as not being the lowest responsible and responsive bid. The Certification of Registration shall be provided to the Project Manager, upon request, during bid evaluation.
6. **Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.** Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO.**

**FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE
GROUNDS FOR REJECTION OF THE BID.**

If there is a conflict between the specification document and the HiePRO solicitation, the specifications shall govern and control, unless otherwise specified.

7. The quantities on the proposal schedule are for bidding purposes only, and this is no guarantee of the quantity of work that will be issued.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

FORMS

Contents: Contract
 Certificate for Performance of Services
 Certification of Registration

C O N T R A C T

THIS AGREEMENT, made this day _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE OF INCORPORATION», whose business/post office address is «ADDRESS» hereinafter referred to as "CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to furnish, perform and/or deliver and pay for all labor, supplies, materials, equipment and services called for in such quantities as requested by the STATE, and the STATE agrees to pay for same at the unit prices set forth in the attached proposal schedule for the project entitled:

“«PROJECT NAME AND NO»”

in lawful money, but not more than such sum as is actually earned according to STATE's determination of the actual quantities of work performed and materials furnished by CONTRACTOR at the unit prices set forth in said attached proposal schedule, for which payment shall be made by the STATE in accordance with Section 9.4 of the Special Provisions during the term of this contract since Section 103D-309, Hawaii Revised Statutes, as amended, does not require the State of Hawaii Comptroller's certificate for price-term, open-end, or requirements contracts under which the total amount to be paid CONTRACTOR cannot be accurately estimated at the time the contract is awarded.

All work to be performed and materials to be furnished shall be in accordance with the specifications, the special provisions and plans, if any, the notice to bidders, the instructions to bidders and proposal for «PROJECT_NO_ONLY», on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein for a period of

«WORKING_DAYS» from the date indicated in the notice to proceed from the STATE, with an option to extend for FOUR (4) additional TWELVE (12) MONTH periods, subject to the terms specified in Section «SECTION_REFERENCING_OPTION_YEAR» of the specifications. The total term of this contract shall not exceed SIXTY (60) MONTHS.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

(Seal)

«CONTRACTOR»

Signature

Print name

Title

Date

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for

_____, it will fulfill the following conditions:

1. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Director of Transportation. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the Director of Transportation has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

DATED at _____, this ____ day of _____, 20____.
(City, State)

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this
_____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit
Doc. Description: _____

Notary signature _____
Date _____

**THESE FORMS TO BE SUBMITTED UPON REQUEST BY THE PROJECT
MANAGER DURING BID EVALUATION. DO NOT SUBMIT WITH PROPOSAL.**

**CERTIFICATION OF REGISTRATION OF SECURITY GUARD
LAW ENFORCEMENT SERVICES FOR COMMERCIAL HARBORS**

1. Name of Bidder: _____
2. Business Organization:
Individual _____ Partnership _____ Corporation _____
3. Principal Address: _____

4. State of Hawaii Guard License Number: _____
Date of Expiration: _____

If a **corporation**, please answer the following items 5 through 7:

5. Date incorporated: _____
6. State of incorporation: _____
7. Bidder is authorized to do business in Hawaii: Yes _____ No _____
8. Name of the principal officers:
President _____
Vice-President _____
Secretary _____
Treasurer _____
Others _____

If a **partnership**, please provide the following items 9 through 13:

9. Date organized: _____
10. Type of partnership: _____
General, Limited, Special, Other

11. Date agreement recorded: _____

Location of Recordation: _____
County / State

12. Partnership registered in Hawaii: Yes _____ No _____

If Yes, date of registration: _____

13. List name and residence address of each partner (including silent partners) and whether he/she is a general, limited, special or other kind of partner and list share of each partner. Attached separate sheet for additional names & residence addresses:

<u>Name</u>	<u>Address</u>	<u>Share</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Experience Furnishing Security Services Pursuant to 33 CFR 105. Attached separate sheet for additional experience furnishing security services:

15. Submissions with Bid:

a. TRAINING MANUAL

For each program subject listed in your TRAINING MANUAL, the bidder shall specify a qualified/certified instructor. Information containing the background, education, work and academic experiences/certifications for each instructor must be included in the Manual.

b. TRAINING AND EXPERIENCE OF CONTRACT SECURITY MANAGER

Contract Security Manager: Name: _____

The bidder shall identify the Contract Security Manager as well as the Contractor Security Supervisor(s), and provide a Resume of the qualifications, experience, and certifications for each of the persons nominated as meeting the conditions and terms of the Bid Specifications. It is solely the responsibility of the bidder to provide any and all information with its bid to substantiate that the persons nominated as the Contract Security Manager and the Contract Security Supervisor(s) have the knowledge, education, work experience and specialized training to serve as the Contract Security Manager and the Contract Security Supervisor(s). The State is responsible to “ensure that the facility operates in compliance with the requirements” of Sub-part B – Facility Security Requirements, pursuant to 33 CFR 105.00. Therefore the determination whether the persons nominated by the bidder to serve as the Contract Security Manager and the Contract Security Supervisor(s) shall be based on the information provided by the bidder and the decision shall be made solely by the State. **If the State determines that the person(s) nominated to serve as the Contract Security Manager or the Contract Security Supervisor(s) does not meet the minimum qualifications of the Contract Security Manager or the Contract Security Supervisor(s), the bid shall be rejected as not being the lowest responsible and responsive bidder.**

16. The Director reserves the right to determine whether or not an instructor is qualified to teach under this contract. The Director reserves the right to require a bidder awarded the contract to change, modify, or upgrade its training program.
17. Bidder hereby consents to and authorizes the State to confirm all or any portion of the information listed in Items 1 through 16.

**Attachments: Resume of Contract Security Manager
Resume of Contract Security Supervisor(s)
Resume(s) of Instructor(s)**

Bidder: _____

Signature: _____

Title: _____

Date: _____

(Affix Corporate Seal if available)

To: PRIMARY FACILITIES SECURITY OFFICER Date: _____

Subject: REQUEST TO COMMISSION SECURITY OFFICERS (✓ one only):

- ☐ TRAFFIC CONTROL OFFICER (TCO)
- ☐ HARBOR SECURITY OFFICER (HSO)
- ☐ CONTRACT SECURITY SUPERVISOR (CSS)
- ☐ CONTRACT SECURITY MANAGER (CSM)

1. EMPLOYEE CERTIFICATION

I have successfully completed the training required by Contract HAR-RM 1005-18 I shall not disclose my training, duty assignments, security techniques and procedures, security systems, personnel information, shift schedules, and other security-sensitive information to anyone who does not have an official need to know.

Print Name

Signature

Date

2. CONTRACTOR CERTIFICATION

*I certify that (Name) _____, GDE Number _____,
Date of Birth ____/____/_____, meets the personal experience and training requirements of the
Contract for employment by (Company) _____ at
KAHULUI HARBOR as a (check one): TCO ____ or HSO ____ or CSS ____ or CSM _____. A copy of
his/her training certificate as provided on the attached checklist is attached. I understand that
approval by the Harbors Primary Facilities Security Officer is required before this applicant may be
assigned to perform work at the harbor under this contract.*

Signature
Contract Security Manager

Signature
Primary Facilities Security Officer

For HDM USE ONLY:

Reason: Approved _____ Disapproved _____

Reason:

HARBORS DISTRICT MANAGER

Date

TRAINING CERTIFICATION

Attach Copies of All Certificates

NAME: _____

☐	TRAFFIC CONTROL OFFICER (TCO)	<u>Checklist (Yes/No)</u>
	A. Aloha Spirit (culture and techniques)	Yes____No____
	B. Harbor Security Program	Yes____No____
	C. Traffic Management and enforcement (techniques)	Yes____No____
	D. Harbor Rules, Regulations and Operating Procedures	Yes____No____
	E. Motor Vehicle laws (State, County and Harbor)	Yes____No____
	F. Report and citation writing and court appearances	Yes____No____
	G. Crowd control and emergency response	Yes____No____
	H. Basic First Aid, CPR and AED	Yes____No____
	I. FEMA AWR 1 Seaport Security for Port Employees	Yes____No____
	J. Natural Disaster Awareness for Security Professionals	Yes____No____
	K. National Incident Management Training (ICS 100 & 200)	Yes____No____
 ☐	 HARBOR SECURITY OFFICER (HSO)	 <u>Checklist (Yes/No)</u>
	A. Aloha Spirit (culture and techniques)	Yes____No____
	B. Harbor Security and Safety Program	Yes____No____
	C. Constitutional, Federal, State and County laws	Yes____No____
	D. Harbor Rules, Regulations and Operating Procedures	Yes____No____
	E. Motor vehicle laws (State, County and Harbor)	Yes____No____
	F. Report and Citation writing and court appearances	Yes____No____
	G. Crowd control and emergency response	Yes____No____
	H. Basic First Aid, CPR, and AED	Yes____No____
	I. FEMA AWR 1 Seaport Security for Port Employees	Yes____No____
	J. Natural Disaster Awareness for Security Professionals	Yes____No____
	K. National Incident Management Training (ICS 100 & 200)	Yes____No____
 ☐	 CONTRACT SECURITY SUPERVISOR (CSS)	 <u>Checklist (Yes/No)</u>
	A. Aloha Spirit (culture and techniques)	Yes____No____
	B. Harbor Security Program	Yes____No____
	C. Constitutional, Federal, State and County laws	Yes____No____
	D. Harbor Rules, Regulations and Operating Procedures	Yes____No____
	E. Motor vehicle laws (State, County and Harbor)	Yes____No____
	F. Report and citation writing and court appearances	Yes____No____
	G. Laws of arrest, search, and seizure	Yes____No____
	H. Bombs and explosives	Yes____No____
	I. Hazardous materials first responder awareness (Basic 8-hour course)	Yes____No____ Yes____No____
	J. Crowd control and emergency response	Yes____No____
	K. Basic First Aid, CPR, and AED	Yes____No____
	L. FEMA AWR 1 Seaport Security for Port Employees	Yes____No____
	M. Natural Disaster Awareness for Security Professionals	Yes____No____
	N. National Incident Management Training (ICS 100 – 400)	Yes____No____