

SPECIFICATIONS

SCOPE OF WORK

Contractor shall provide security attendant services to Oahu Branch of the Hawaii State Child Support Enforcement Agency (CSEA).

General Specifications

1. Security services shall be provided for as needed according to the work schedule defined in the Major Duties and Responsibilities section below or as directed by the branch manager of CSEA Oahu Office. The CSEA may modify security service hours, as needed, during the term of this contract.
2. If required, and only upon written request from the CSEA, additional security services shall be provided after official work hours at the inclusive unit bid price per hour.

Major Duties and Responsibilities

1. Contractor shall provide qualified security personnel at CSEA Oahu Branch at all times during the hours of operation.
 - a. Contractor is responsible to cover all breaks taken by their security staff during the Oahu Branch's operating hours.
2. The **duty times** of the assigned security personnel shall be:
 - a. Weekdays: Monday through Friday, except for State of Hawaii Holidays.
 - b. Time: 8:30 AM through 3:30 PM.
 - c. Duty personnel will sign in on the "Security Personnel Time Sheet" by 8:30AM and sign out at 3:30PM. The time sheet includes the date, security personnel's name, start time, end time, and signature. CSEA designated staff will initial the sign-in sheet at the start and end of daily shifts.
3. The security personnel shall provide the following general duties and services:
 - a. Open the reception door at 8:45 AM and access to the office will be denied beginning 3:00 PM. Individuals who are in the office as of 3:00 PM will be serviced and allowed exit from the office by the security staff till the reception and hearing offices have been vacated, at which time the Reception door will be locked;
 - b. Security Personnel are required to take a standing position at all times near the reception counter with periodic security walks, no less than one per hour and on an as needed basis, through the public reception area;
 - c. Provide security services for the reception and hearing office areas to discourage and prevent verbal and physical confrontations between the public and/or the agency staff;
 - d. Maintain order within the Oahu Branch reception and hearing areas, including maintaining laws, rules and regulations for the protection and security of the

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agency staff;

- e. Escort from the premises any individual who becomes verbally or physically threatening at the direction of the Branch Administrator or designee;
- f. No physical contact of any kind shall be **initiated** by the security staff;
- g. Contact the police department when serious situations arise with individuals who cannot be controlled or removed from the office without physical intervention;
- h. Provide directions and instructions to the persons seeking information as required;
- i. Maintain social distancing within the Oahu Branch reception and hearing areas;
- j. Sanitize all common areas, equipment, and furniture, as needed
- k. Comply with rules, policies and procedures regarding the confidentiality of CSEA clients;
- l. Comply with office and building rules including prohibition against smoking in non-designated areas;
- k. Report to the Oahu Branch Manager or designee of any problem within the public reception area, such as suspicious persons or unusual incidents; and
- l. Secure the Oahu Branch public reception and hearing areas at closing time.

4. It shall be the Contractor's responsibility that all security personnel are:

- a. In proper company uniform while on duty;
- b. Properly trained before assignment to the CSEA with emphasis given to dealing with situations most likely to be encountered in the CSEA. Security personnel shall be trained to interact with CSEA patrons in a persuasive, tactful and diplomatic manner, rather than in a manner considered autocratic, condescending or overbearing. All security personnel shall exercise caution as to their conduct and relationship with CSEA patrons;
- c. Able to speak and understand English in verbal and written form, and able to communicate and read simple instructions, and possess good judgment, and are tactful;
- d. In good health and physically able to perform the assigned duties, which include standing for prolonged periods of time;
- e. Security staff must be trained to recognize verbal and physical confrontations as they are occurring;
- f. Security staff must be trained to handle verbal and physical confrontations in the event that the client initiates a confrontation within the Agency's office; and

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- g. Aware that while on duty they shall refrain from socializing and having visitors. Unofficial telephone calls shall be limited to emergency only.
- 5. Due to the nature of the security services required under this contract, the Contractor shall, within twenty (20) days after receipt of the Notice Award, provide the CSEA with a listing of all contract employees who have conviction records and the nature of the convictions. Such information shall be handled in a confidential manner. The CSEA shall notify the Contractor in writing should any of the Contractor's employees listed be determined to be unacceptable to perform work under this contract.
- 6. The CSEA shall make the decision on all questions that may arise as to the quality, manner and acceptability of the services performed.
- 7. The CSEA may, in writing, require the Contractor to remove any employee the State deems incompetent, careless, or otherwise objectionable, from working under this contract.
- 8. Contractor shall provide assistance and advice to the CSEA in supervising and carrying out the security program.

SPECIFICATIONS

SPECIAL PROVISIONS

1. SCOPE

The furnishing of Security Attendant Services for CSEA, shall be in accordance with these Special Provisions, the attached Specifications, and the AG General Conditions, Form AG-008, as revised.

2. CONTRACT ADMINISTRATOR

For the purpose of this contract, Ms. Sheri Wang, CSEA Assistant Administrator, or designee, is designated Contract Administrator (CA). The telephone number at which she may be reached is 808-692-7000.

3. STATE'S COMMITMENT

In return for prices submitted, CSEA will purchase all of their requirements for the services specified herein from the successful low bidder; provided however, when performance level is unsatisfactory, the Contract Administrator in consultation with the Procurement Officer may grant an exception to this commitment.

4. TERM OF CONTRACT

The term of contract shall be for the twelve (12) month period commencing from the official date on the Notice to Proceed.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional twelve (12) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon ninety (90) days prior written notice.

5. RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to SPO General Provisions, Section 26 for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

6. ELECTRONIC PROCUREMENT

The State has established the Hawaii State eProcurement System (HlePRO) to solicit for goods and services electronically. Bidders interested in responding to this electronic solicitation must be registered on the HlePRO.

As part of this procurement process, bidders are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, which shall not exceed \$5,000. The transaction fee shall be based on the actual cost of the contract and is payable to the contractor managing the HlePRO.

7. OFFEROR QUALIFICATIONS

In addition to meeting the legal and other requirements to this IFB, the bidder must meet these bidder qualifications requirements to be considered for award.

- a. Bidder must have a valid guard service license registered with the Hawaii State Department of Commerce and Consumer Affairs at the time of bid submittal. The guard services license number shall be noted on Offer Form, Page OF-2.
- b. Offeror must have been in the security guard business for a minimum of two (2) consecutive years.
- c. Offeror shall have a permanent office and representative(s) in the State of Hawaii at time of bid opening.

8. BACKGROUND CHECK

All security officers assigned to this contract shall have the following clearances:

- a. Federal and State criminal clearance check. Documents of background checks shall be current and dated within thirty (30) days of submission to the CSEA. This information shall be submitted to the CA within fourteen (14) days from receipt of the Notice of Award.
- b. Traffic abstract (no Driving Under the Influence of Alcohol or Drugs or careless driving

conviction);

- c. No documented emotional or mental disorder;
- d. No criminal convictions which might deem the candidate unsuitable for employment.

Contractor, at no extra cost to CSEA, shall provide necessary evidence of compliance in this area. Upon review of a security officer's background check, the CSEA reserves the right to request additional background information.

9. CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

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

10. SITE INSPECTION

Prior to submittal of an offer, Offeror may inspect the CSEA Oahu Branch reception and hearing areas to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. The site inspection is not mandatory; however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

11. OFFER PREPARATION

- a. **Offer Form, Page OF-1 (Attachment 1).** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

An authorized signature from the Offeror's company shall be on the Offer Form. The signed Offer Form page OF-1 shall indicate Offeror's intent to be bound.

- b. **Offer Quotation.** Unit offer price per man-hour per attendant shall be the all inclusive hourly cost to the State (including all applicable taxes) for providing the services specified. Please use Offer Form, OF-2 (Attachment 2), to submit your unit bid price per man hour per attendant.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable

under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) either at the current 4.5% rate for work done on Oahu, or at the 4% rate for work done on other Islands of Hawaii. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- d. **References.** Offeror shall furnish on the Offer Form (Page OF-2), the names and addresses of at least three (3) companies or government agencies that bidder has provided or is currently providing identical or similar items as specified herein. The State reserves the right to contact the listed references to inquire about the bidder's performance.
- e. **Insurance.** Offeror shall provide insurance information as requested on the appropriate Offer Form page(s).
- f. **Wage certificate.** The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS.

12. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror is advised that Section 103-55, HRS, provides that the services to be performed in excess of \$25,000 for any governmental agency shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offeror is further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

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

To assist the bidder in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for public employee positions that perform security attendant services. Effective July 1, 2023, the basic hourly wages paid to the State positions are as follows:

<u>Class</u>	<u>Hourly Rate</u>
Security Officer I (SR-13)	\$22.50/hr.

Attachment I – Position Descriptions for Security Officer

Accordingly, Offeror should consider the aforementioned wage rates when preparing its quote.

13. SUBMISSION OF OFFER

Offers shall be received electronically through the HlePRO. **Offers received outside of the HlePRO shall not be considered for award.**

14. AWARD OF CONTRACT

- a. **Method of Award.** Award, if made, shall be to the responsive, responsible Offeror submitting the lowest ESTIMATED TOTAL SUM BID PRICE.
- b. **Hawaii Compliance Express.** Refer to Section 26 of the SPO General Provisions. Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the referenced SPO General Provisions, Section 26.

15. LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage And \$2,000,000 in aggregate

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

- i. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."

- ii. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- iii. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

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

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

16. PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

17. EXECUTION OF CONTRACT

No performance or payment bond shall be required for this contract.

The State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days in accordance with Section 29 of the SPO General Provisions.

18. NOTICE TO PROCEED

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

19. REQUEST FOR SERVICES

The State will contact the Contractor(s) to furnish contracted services on an “as-needed” basis during the contract period, and will use either the pCard or purchase order when placing its order(s). The Contractor shall furnish contracted services for orders received during the contract period in accordance with the specifications, terms and conditions specified herein.

20. INVOICING

Contractor shall submit original and two (2) copies, for actual security attendant man-hours provided under this contract by the Contractor. Invoices shall reference the contract and purchase order numbers and shall be sent to:

Child Support Enforcement Agency
601 Kamokila Blvd. Suite 207
Kapolei, Hawaii 96707
Attn: Sheri Wang

Contractor shall submit along with the invoice, a listing of dates and man-hours of security services rendered for the previous month. Charges for additional services requested by the State, if any, shall be invoiced separately with a full description of the work performed. Charges for the additional services shall be computed at the contractor rate per hour.

Invoice should reference both the contract number and the RFQ Reference number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original “Certification of Compliance for Final Payment” (SPO Form-22) will be required for final payment. A copy of the form is attached and is also available at www.spo.hawaii.gov. Select Forms for Vendors/Contractors from the “Quick Links” section of the home page. Alternately, a “Certificate of Vendor Compliance”, issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

21. SUBCONTRACTORS

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

22. RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

23. REMOVAL OF CONTRACTOR’S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Procurement Officer.

24. LIQUIDATED DAMAGES

Refer to Section 9 of the AG General Conditions, Form AG-008, as revised. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

ATTACHMENTS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2

STATE OF HAWAII DEPARTMENT OF ATTORNEY GENERAL
CHILD SUPPORT ENFORCEMENT AGENCY
Procurement for Maui Branch's Security Services

Procurement Officer
Department of Attorney General
Child Support Enforcement Agency
601 Kamokila Blvd Suite 207
Kapolei, Hawaii 96707

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

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

Total estimated amount of services cost: _____ (hourly rate x estimated 1,600 hours)

Note: The hourly rate shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company