

# DEPARTMENT OF HAWAIIAN HOME LANDS



RELEASE DATE: May 31, 2019

## INVITATION FOR BIDS IFB-19-HHL-014

### SECURITY GUARD SERVICES FOR THE DEPARTMENT OF HAWAIIAN HOME LANDS (DHHL) KAPOLEI OFFICE FACILITY

OFFERS WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON JUNE 14, 2019

VIA THE HIEPRO SOLICITATION.

**OFFER FORM (OF-1)**

STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS  
IFB-19-HHL-014  
SECURITY GUARD SERVICES FOR THE DEPARTMENT OF HAWAIIAN HOME LANDS  
KAPOLEI OFFICE FACILITY

William J. Aila, Jr.  
Procurement Officer  
Department of Hawaiian Home Lands  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Mr. Aila:

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 (Form AG-008), 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.

The undersigned is:

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

\*State of incorporation: \_\_\_\_\_

Federal ID No. \_\_\_\_\_ HI General Excise Tax License 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.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

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

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.

The following bid is hereby submitted for Security Guard Services for the Department of Hawaiian Home Lands, Kapolei Office Facility, 91-5420 Kapolei Parkway, Kapolei, Hawaii:

<u>Description</u>	<u>Bid Price Per Hour</u>	<u>Estimated No. of Hours</u>	<u>Total Annual Bid Price</u>
One (1) uniformed Security Officer for 24 hours a day, 365 days a year at the Department of Hawaiian Home Lands, Kapolei Office Facility as specified in Specifications page S-1.	\$ _____	8,760 hours	\$ _____

Offeror shall provide the following information:

A. Hawaii Guard Agency License No. and Expiration Date: \_\_\_\_\_

Principal Guard License Name and License No.: \_\_\_\_\_

B. Company (Offeror): \_\_\_\_\_

Representative: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ **(Answering service is not acceptable)**

E-mail Address: \_\_\_\_\_ Fax No.: \_\_\_\_\_

C. References:

Listed below are names and addresses of three (3) companies or government agencies for whom the undersigned has provided or is currently providing security services:

<u>Name of Company</u>	<u>Address</u>	<u>Contact Name</u>	<u>Telephone No.</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

D. Fidelity Bond:

Insurer \_\_\_\_\_

Policy expiration date: \_\_\_\_\_ Name of Agent \_\_\_\_\_

E. Insurance Coverage:                      Carrier                      Policy No.                      Agent

Commercial General Liability \_\_\_\_\_

Automobile Liability \_\_\_\_\_

Workers' Compensation \_\_\_\_\_

Temporary Disability \_\_\_\_\_

Prepaid Health Care \_\_\_\_\_

Unemployment Insurance State of Hawaii I.D. No. \_\_\_\_\_

F. Personnel Form for Security Guards Assigned to the DHHL Kapolei Office Facility:

<u>Name (Minimum of 3)</u>	<u>Years of Experience</u>
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1. _____	_____
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2. _____	_____
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3. _____	_____
----------	-------

4. _____	_____
----------	-------

5. _____	_____
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Certification of Employer:

I hereby certify that the above security guard personnel shall be assigned to the DHHL Kapolei Office Facility shall meet the qualifications and requirements listed in Specifications and shall provide all necessary documentation to verify compliance to the qualifications if requested.

\_\_\_\_\_  
Exact Legal Name of Company (Offeror)

\_\_\_\_\_  
Hawaii Guard Agency License No.

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WAGE CERTIFICATE  
FOR SERVICE CONTRACTS**  
(See Special Conditions)

Subject: IFB/RFP No.: IFB-19-HHL-014

Title of IFB/RFP: Security Guard Services for the Department of  
Hawaiian Home Lands, Kapolei Office Facility

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under 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 procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer 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.

Offeror \_\_\_\_\_  
Exact Legal Name of Company

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **SPECIFICATIONS**

This section indicates the Specifications required for security guard services at the Department of Hawaiian Home Lands Kapolei Office Facility, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707. The Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

### **Scope of Work**

The Offeror shall furnish one (1) uniformed security guard during a 24-hour period to conduct security patrols of the Department of Hawaiian Home Lands (DHHL) Kapolei Office Facility, in Kapolei, Hawaii to protect and ensure the safety of staff and visitors and to protect facilities and property of the DHHL for an initial period of one (1) year commencing on the date designated in the Notice to Proceed. Security guard services are required for the entire property as described in the site map; see Attachment A. The Offeror shall furnish all labor, equipment, tools and materials required to perform all services specified herein.

Bidders are cautioned to review the Specifications carefully and thoroughly. Bidders shall carefully review this solicitation for defects and questionable or objectionable matter. All questions shall be submitted in writing via e-mail to Annette.N.Hayashi@hawaii.gov. The submittal of a bid shall be considered as acceptance of the Specifications as published.

### **Security Guards' Duties and Responsibilities**

Security guards assigned to the DHHL's Kapolei Office Facility shall be directly supervised by the Contractor; on-site supervision of the duties and responsibilities shall include but are not limited to the following:

1. Thoroughly inspect and patrol facilities and grounds, including buildings, parking lots, trash enclosures, all doors, gates, windows, locks and other means of entry for unsafe and unsecure conditions as well as for graffiti and vandalism at the beginning of each shift and at intervals not less than thirty (30) minutes during each 24-hour period.
2. Immediately report potentially hazardous and unsafe conditions, inadequate building and property lighting, improper security conditions, graffiti and vandalism to the DHHL Facility Manager and/or his/her designated representative.
3. Secure parking entrance after business hours, during weekends and State holidays; open parking entrance before business hours and on weekends and State holidays for staff and guests conducting official business at the Kapolei Office Facility. Respond to requests for assistance from staff who may be working after normal business hours.
4. **Remain alert, visible and on active patrol, throughout the shift** which is achieved by posting in strategic locations on the property that are visible to the public, including but not limited to, the parking lot and flag pole area, building entrances, in front of the main office building (Hale Kalaniana'ole) and conference building (Hale Pono'i). Security patrols throughout the property will occur no less than once every thirty (30) minutes. Reading materials, electronic devices or any other non-essential materials are not permitted at the work site. Visitors and/or guests, including officers who are not scheduled for duty, are not permitted at the work site. Solicitation of merchandise or literature is prohibited.

5. Remain observant during meal breaks and be prepared to respond as needed (The associated cost should be included in bid pricing). Use of the respite is permitted for meal breaks and report writing only. Respite door and windows will remain open while occupied allowing security guards to observe, listen and respond to activities which require their attention. Respite and restroom doors shall remain locked when unoccupied to prevent unauthorized entry and use.
6. Deter unauthorized entrance or activities on the premises and remain on patrol of the property in areas that are visible to the public. Prevent the entry of and remove unauthorized loiterers, trespassers and suspicious persons from the premises. Contact the Honolulu Police Department and assist in issuing trespass notices, if necessary.
7. Demonstrate sound judgment and summon police, fire and/or emergency medical personnel by calling 911 when circumstances require such action. Security guards shall cooperate with and assist police, fire and/or emergency medical personnel when needed.
8. Submit in writing, detailed and comprehensible incident reports, as necessary, involving, but not limited to, removal of unauthorized persons from the premises, unlocked doors, gates and entryways, property damage and destruction, graffiti, illegal dumping and activities and follow up actions within twenty-four (24) hours of such incidents.
9. Demonstrate and maintain courteous, professional and cooperative behavior to the DHHL staff, clients and guests at all times and present the best image for the State. Assist the DHHL staff, clients and guest with information and directions upon request.
10. Wear company uniforms, prominently displayed name tags, pants, socks and covered shoes at all times while on duty. Present and maintain a neat, well-groomed and non-threatening appearance at all times.
11. Maintain an efficient security control system which include, but are not limited to, maintenance of a daily log that reports the name of the security guard on duty; date and time of each patrol of the property; vehicle descriptions, license plate numbers, time of arrival and departure, especially during non-business hours; events and activities that occur during each shift; potential safety hazards on the premises and any equipment malfunctions. Contractor shall make daily reports available to the DHHL Facilities Manager and his/her designated representative within twenty-four (24) hours of each shift.
12. Unlock conference building (Hale Pono'i) doors, turn on lights and air conditioning unit for staff and guests using the facility for official business. Lock conference building doors, turn off lights and air conditioner at the conclusion of business events.
13. Raise and lower flags daily.
14. Consult with the DHHL Facilities Manager and/or his/her designated representative when necessary to resolve problems and when uncertain or in doubt.
15. Perform other related duties and responsibilities as assigned by the DHHL Facilities Manager or his/her designated representative.

## **Security Guard Qualifications**

The following are considered bona fide occupational qualifications for individuals to be assigned duties under these Specifications:

1. Security guards assigned to the DHHL Kapolei Office Facility shall have no history or presence of any psychiatric or psychological disorder which is directly related and detrimental to a person's performance in the profession in compliance and as required by Chapter 463, HRS and Chapter 16-97, HAR.
2. Security guards assigned to the DHHL Kapolei Office Facility shall not have any criminal conviction record indicating questionable morals; history of violent acts that would indicate the candidate would harm a visitor, trespasser, himself/herself or an employee; nor history of child abuse/spousal abuse/partner abuse or sexual abuse.
3. Security guards assigned to the DHHL Kapolei Office Facility shall be investigated by the Contractor before entering on duty to determine good character and reputation, suitability for employment, and personal qualifications meeting required employment standards. This investigation may include inquiries of former employers, references, and schools attended. Certified summaries of the Contractor's investigations shall be provided on request.
4. Security guards assigned to the DHHL Kapolei Office Facility shall possess professionalism, maturity, good judgment, courage, alertness, tact, self-reliance, even temperament and an ability to maintain good performance. Security personnel shall have demonstrated these behaviors in previous work.
5. Security guards assigned to the DHHL Kapolei Office Facility shall possess a good working knowledge of security guard position requirements; possess a high school education, or equivalent, or be a veteran with police or military experience commensurate with the type of service to be rendered; be proficient in the reading and comprehensive understanding of printed regulations and detailed written orders; and be able to compose comprehensible reports and communicate verbally to clearly convey complete factual information.
6. Security guards assigned to the DHHL Kapolei Office Facility shall be in good general health without physical defects or abnormalities, which would interfere with the performance of required duties. Security personnel must be able to stand or walk (patrol) throughout the shift.
7. Security guards assigned to the DHHL Kapolei Office Facility shall be at least 18 years of age.
8. Security guards assigned to the DHHL Kapolei Office Facility shall present a neat, clean, non-threatening appearance at all times.
9. Security guards assigned to the DHHL Kapolei Office Facility shall hear normal conversations (prosthetic acceptable).
10. Security guards assigned to the DHHL Kapolei Office Facility shall possess 20/20 vision or corrected 20/40 vision w/glasses.



11. Security guards assigned to the DHHL Kapolei Office Facility must be able to read and understand written material in language of the security force and the State; and must be able to speak intelligently and courteously and be understood by the general public and other members of the staff or force.
12. Security guards assigned to the DHHL Kapolei Office Facility, and all guards, agents, operatives, and assistants employed by a guard agency, private business entity, or government agency who act in a guard capacity shall be registered as a Guard with the State of Hawaii Board of Private Detectives and Guards, pursuant to HRS §463-10.5.

The Contractor shall possess proof of completed background investigation, criminal records check, and summary resume for all personnel assigned under this contract. The Department of Hawaiian Home Lands reserves the right to request proof of all documents. Failure to comply with this request shall result in rejection of the offer.

### **Contractor Responsibilities**

1. Contractor shall comply with HRS §463-10.5, requiring all guards, agents, operatives, and assistants employed by a guard agency, private business entity, or government agency who act in a guard capacity to register with the Board of Private Detectives and Guards and meet registration, instruction and training requirements prior to acting as a security guard.
2. Contractor shall keep an active security guard license with the State of Hawaii, Department of Commerce and Consumer Affairs, throughout the performance of this Contract.
3. Contractor shall only assign and provide security guards that meet the requirements listed in the Specifications under Security Guard Qualifications.
  - a. The Contractor shall be responsible for training security guards assigned to the DHHL Kapolei Office Facility prior to the start of the contract period.
  - b. Contractor must complete security criminal background checks and complete testing for illegal substances on all security guard personnel assigned to DHHL. Contractor shall only assign security guards that meet the qualifications requirements listed under Security Guard Qualifications.
4. Contractor shall notify the DHHL Facilities Manager and/or his/her designated representative of any changes to security guard personnel and certify, in writing, that any new security guard assigned to the DHHL Kapolei Office Facility meet the above qualification requirements.
5. Contractor shall take proper precautions when working on-site to protect any and all structures, infrastructure and utilities. Any loss of or damage to DHHL property caused by negligence of the Contractor or its employees, shall be replaced, repaired, and/or paid for by the Contractor.
6. Contractor shall be responsible for all keys issued by the DHHL Facilities Manager and/or his/her designated representative and shall pay for the cost of replacing lost keys or re-keying of the locks as determined by the DHHL Facilities Manager as necessary.

Contractor and/or security guard personnel shall not duplicate any keys issued and shall return all keys to the DHHL Facilities Manager and/or his/her designated representative upon termination of this contract.

7. Contractor shall adhere to all State, Federal, and local rules and regulations for the protection and security of facilities, property and personnel for the DHHL.
8. Contractor shall provide uniforms and name tags for all employees providing services under this contract. Uniform, name tags, socks and covered shoes shall be worn at all times while on duty.
9. Contractor shall provide all equipment (including, but not limited to, writing instruments, security logs, rain gear, flashlights, and telecommunication devices) necessary for security guards to effectively perform the duties described above.
10. Contractor shall provide all security related forms, logs, checklists, trespass documents, incident reports, safety and maintenance reports, etc. as required and upon request. Contractor shall submit form formats for DHHL approval prior to use. Contractor shall regularly update forms to reflect current situations as necessary. All form changes must be submitted to the DHHL Facilities Manager and/or his/her designated representative for approval prior to use.
11. Contractor shall complete information requested on all forms contained herein (Offer Form, Wage Certificate, Special Conditions) to verify compliance with the above qualifications and requirements.

Failure to meet any of the above responsibilities and/or qualifications or assigning guards that do not meet any of the responsibilities and/or qualifications shall be sufficient cause for rejection of the bid and/or cancellation of the contract.

### **Supervision, Inspections and Work Quality Control**

1. Contractor shall assign a Contract Supervisor who will be responsible for security guards' performance. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Supervisor is absent shall be designated in writing to the DHHL Facilities Manager and/or his/her designated representative prior the contract start date.
2. Contractor shall provide the names of staff and shift assignments and shall notify DHHL of any subsequent changes to supervisor(s), staff and shift assignments as described in detail above.
3. Contractor shall maintain, at all times, an adequate number of properly trained personnel and competent supervision.
4. All security guard personnel shall be bonded.
5. Contractor shall maintain at all times a steady crew/work force and shall immediately advise the DHHL Facilities Manager and/or his/her authorized representative of any change in the composition of the Contractor's work force.

6. Contractor shall provide continuous and ongoing supervision of its employees, including providing adequate instructions and/or training for the work to be performed under this contract.
7. Contractor shall at all times maintain order among its employees and shall ensure compliance with all rules and regulations.
8. Contractor shall ensure that its employees extend courtesy to all DHHL employees and visitors at all times.
9. Contractor shall conduct routine and unannounced checks (park, inspect, and account for all personnel on duty) of security guard personnel on a regular basis during all shifts.
10. Contractor shall require supervisors to sign in to the hourly security log being maintained by the security guard as evidence of the inspection.
11. Contractor shall provide daily reports to the DHHL Facilities Manager or his/her designated representative including a section indicating inspections conducted by field officers, supervisors, or managers.
12. Contractor shall, upon written notice by the DHHL Facilities Manager or his/her designated representative, replace any Contractor's security guard personnel within twenty-four (24) hours with or without cause shown.

### **Security Rules**

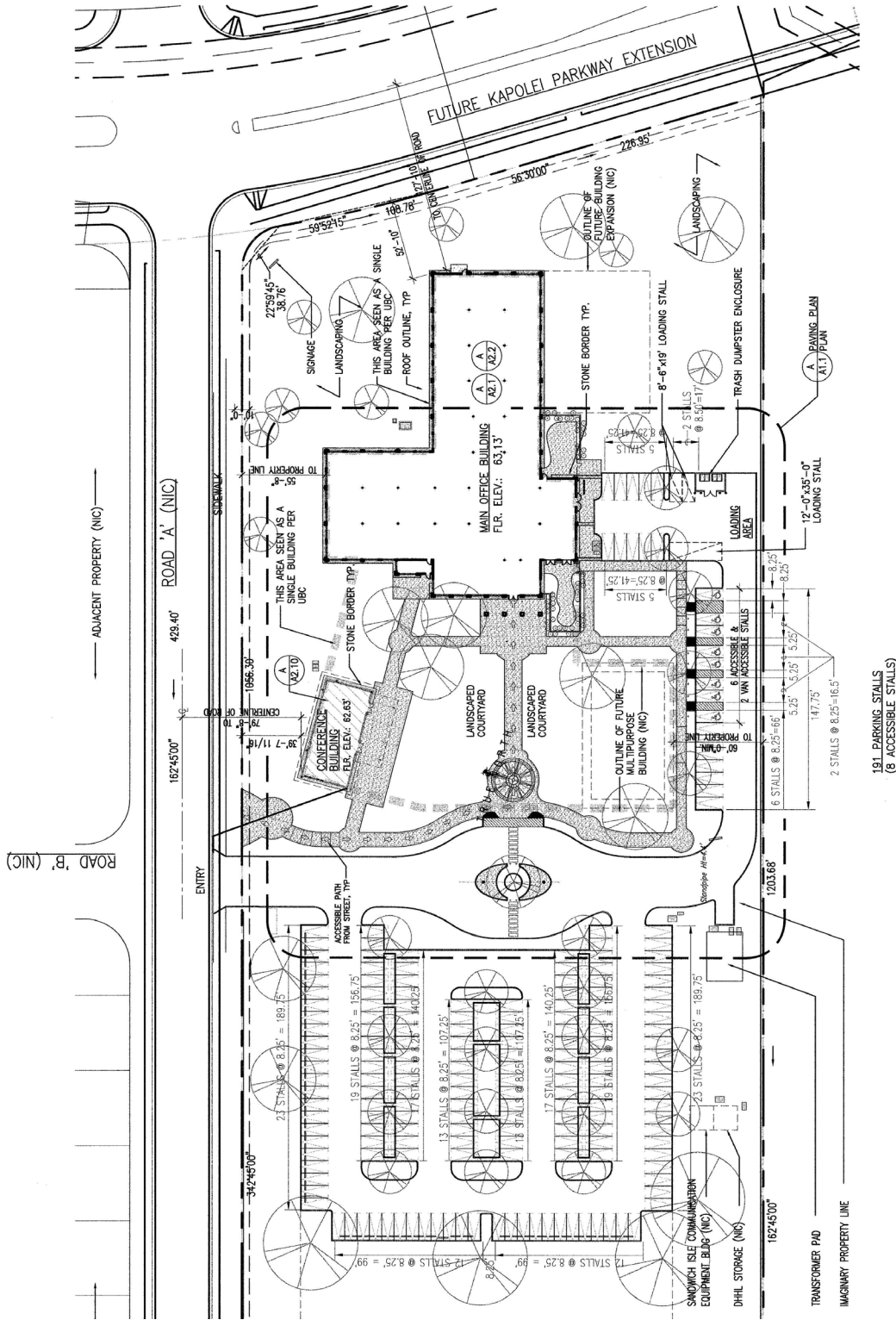
1. Visitors and guests of security guard personnel are not permitted on the work site and security guards shall refrain from socializing.
2. No unauthorized personnel shall accompany the Contractor's employees to work.
3. No unauthorized use of telephones and other electronic devices are permitted at the work site except in cases of emergency.
4. Possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of un-prescribed legal drugs are not permitted on the property.
5. Solicitation of merchandise or literature by security personnel is not permitted.
6. No reading materials, electronic devices, hobby/craft materials, or any other non-essential items and devices are permitted at the work site.

### **Extra Work**

Adverse conditions that may require major field changes not stated in the contract must be reported to the DHHL Facilities Manager and/or his/her designated representative for determination before proceeding with the work. Contractor shall request authorization from DHHL prior to the performance of any other "extra" work, beyond the tasks listed in the Specifications.

# ATTACHMENT A

## Site Map



## **SPECIAL PROVISIONS**

### **TERMS AND ACRONYMS USED HEREIN**

Procurement Officer	=	The contracting officer for the Department of Hawaiian Home Lands
DHHL	=	Department of Hawaiian Home Lands
SPO	=	State Procurement Office of the State of Hawaii
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

### **SCOPE**

Furnishing security guard services for the Department of Hawaiian Home Lands (DHHL) Kapolei Office Facility shall be in accordance with these Specifications, Special Provisions and General Conditions, Form AG-008.

### **CONTRACT ADMINISTRATOR**

For the purpose of this contract, the Contract Administrator is Ms. Sharon Mendoza, or her designated representative.

### **TERM OF CONTRACT**

The term of contract shall be for the twelve (12) month period commencing from date on the Notice to Proceed, but not earlier than August 1, 2019, to and including July 31, 2020.

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 State may terminate any extended contract period in accordance with General Conditions, Form AG-008.

### **RESPONSIBILITIES OF OFFEROR**

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 Section 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, pre-paid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

## **BIDDER QUALIFICATIONS**

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

1. Bidder shall have a valid guard agency license registered with the State of Hawaii, Department of Commerce and Consumer Affairs, and shall have been in the security service business for a minimum of four (4) years at the time of bid opening. The bidder shall furnish his guard agency's license number. This information shall be indicated on the space provided on the appropriate Offer Form page. If requested, bidder shall also furnish documentation to verify bidder's years of experience within five (5) working days from the date of the State's request.
2. Bidder shall conduct business from a permanent office on Oahu and be accessible in person or by telephone during normal State business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. Answering services are not acceptable. A permanent office location and telephone number shall be stated on the appropriate Offer Form page.
3. Bidder shall furnish a minimum of three (3) references for which bidder is either providing or has provided security services. The State reserves the right to contact these references to verify bidder's employment and work performance. Reference information shall be provided on the appropriate Offer Form page and shall include the contact names and numbers of the references.
4. Completion and submittal of Offer Form page OF-3 by the bidder certifying that the individual security guards assigned to the DHHL Kapolei Office Facility, State, meet the Security Guard Qualifications as described under Specifications pages S-3 to S-4.
5. Bidder shall have at the time of bidding, a certificate of insurance. Bidder shall list the certificate number on the appropriate Offer Form page. In addition to meeting the legal and other requirements of this IFB, bidder must meet these bidder qualification requirements to be considered for award.

The Offeror, at no extra cost, shall provide additional background information and documentation on any of the above requirements if requested by the DHHL.

## **RESPONSIBILITY OF OFFERORS**

Pursuant to Section 103D-310(c), HRS, the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express (HCE).

## **HAWAII COMPLIANCE EXPRESS**

The HCE is an electronic system used to quickly verify proof of compliance of vendors/contractors/service providers doing business in the State. The HCE certificate, *Certificate of Vendor Compliance* is a printable certificate that will provide *compliant* status in real time. It is an online certificate process of the tax clearance from the Department of Taxation and the Internal Revenue Service; certificate of compliance from the Labor and Industrial Relations and a *Certificate of Good Standing* from the Department of Commerce and Consumer Affairs, required pursuant to Section 103D-310(c), HRS and Section 3-122-112, Hawaii Administrative Rules (HAR) .

Vendors/contractors/service providers are advised to register with HCE at <https://vendors.ehawaii.gov>. Vendors/contractors/service providers will pay an annual fee of \$12.00, or as amended, to the Hawaii Information Consortium, LLC (HIC).

## **CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this IFB, bidder certifies as follows:

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

## **SITE INSPECTION**

Prior to submittal of an offer, Offerors may inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror 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 the site conditions or work to be performed.

A site inspection of the DHHL Kapolei Office Facility, located at 91-5420 Kapolei Parkway, Kapolei, Oahu, will be conducted on Thursday, June 6, 2019 at 10 a.m. A sign in sheet will be available at the reception desk.

## **INQUIRIES**

All inquiries to this IFB shall be submitted via HlePRO by Thursday, June 6, 2019, at 12:00 p.m. Hawaii Standard Time (HST). Only those inquiries received by the deadline shall be responded to via HlePRO by Friday, June 7, 2019, at 2:00 p.m. The DHHL's responses shall not be construed to make any changes to the IFB unless revised by an addendum.

## **BID PREPARATION**

**Offer Form, Page OF-1.** Bidder is requested to submit its offer using Bidder'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.

**Bid Quotation.** Unit bid price shall include labor, equipment, installation, transportation, storage, training, all applicable taxes and any other costs incurred to provide services specified.

**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) at the current rate for each county. 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.

**Taxpayer Preference.** For evaluation purposes, pursuant to Section 103D-1008, HRS, the bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**Insurance.** Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, bidder shall provide insurance coverage for contents in accordance with the attached Specifications.

**References.** Bidder shall furnish on the appropriate Offer Form page at least three (3) references in the State of Hawaii for whom the bidder has performed services similar to this IFB. The DHHL reserves the right to contact the listed references to inquire about the bidder's performance.

## **STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

Offeror shall complete and submit the attached Wage Certification Form by which Offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are 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.

The DHHL has determined that work to be performed under this contract is similar to a Security Officer I classification, Bargaining Unit 3; see Attachment B. At the release of this IFB, the published State prevailing hourly wage effective January 1, 2019 is as follows:



<b>Classification</b>	<b>Hourly Rate</b>
Security Officer I	\$17.66

Contractor is 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 in an area that is accessible to all employees.

### **PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES**

At the release of this IFB, only the current wages of State employees performing similar work are known. Should their wages increase during any period of the contract, including supplements, the Contractor may request for increase in contract price if the current wages paid for similar positions are lower than wages paid to State employees. The increase requested must result in increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Contractor's request for increase must meet the following criteria:

1. Contractor must provide documentation to show that Contractor is compliant with Section 103-55, HRS; i.e., its employees are being paid no less than the known wage of the State position listed herein at the time of request. Documentation shall include the employees' payroll records and a certified statement that the employees are being utilized for the contract.
2. Contractor must specify on the appropriate Bid Offer Form page, the percentage of the unit bid price that represents labor costs at the time of bidding. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Requests for increase must be made in writing to DHHL in a timely manner.
  - a. A request for increase for the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for State employees.
  - b. A request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor shall contact the Issuing Officer named on the cover of this IFB to obtain current wage information.
4. Contract price adjustment shall be considered:
  - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees;
  - b. Only if there is a wage increase to public employees performing comparable work; and

- c. Only for the contract period in which the price adjustment request is submitted (current contract period only).

Example:

Original contract period: March 7, 2017 to March 6, 2018  
Extension period: March 7, 2018 to March 6, 2019

The option to extend the original contract is exercised for the period March 7, 2018 to March 6, 2019. On March 1, 2018, the State announces a pay raise retroactive to July 1, 2017 and the Contractor soon thereafter submits a request for contract price adjustment accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the current period of the contract, March 7, 2017 to March 6, 2018. Note that the price adjustment is not applied retroactively to July 1, 2017 since the condition of this contract allows a price adjustment to the current contract period only.

- 5. Price adjustment based on the actual dollar increase per hour per State employee shall be calculated is as follows:
  - a. Bid Price/Hr/Officer (A) = (A) for example = \$15.00/hr
  - b. Current Hourly Wage Rate (B) = (B) for example = \$11.00/hr
  - c. New Hourly Wage Rate paid to State Employees (C) = (C) for example = \$11.50/hr
  - d. Hourly Wage Increase to State employees (D) = (C) – (B) = (D), or  
\$11.50 - \$11.00 = \$.50/hr
  - e. Adjusted Bid Price/Hr/Officer (E) = (A) + (D), or \$15.00 + \$.50 = \$15.50/hr
- 6. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If request includes adjustment for wage related fringe benefits, Contractor must provide supporting documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance.

Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its percent for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for fringe benefits:

- a. 16% for Allowable Fringe Benefits

- b.  $\$ \text{ Adjustment for Allowable Fringe Benefits (F) = (D) \times (.16) = (F), \text{ or}$   
 $\$.50 \times .16 = \$.08$
- c.  $\text{ Adjusted Bid Price/Hr/ Officer + Fringe Benefits = (E) + (F), \text{ or}$   
 $\$15.50 + \$.08 = \$15.58$

7. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall provide evidence that is acceptable to the State that its employees were given the retroactive wage increase.

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

**AWARD OF CONTRACT**

**Method of Award.** Award, if made, shall be to the responsive, responsible Bidder submitting the lowest Total Annual Bid Price.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by DHHL.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): [http://www.hawaii.gov/forms/a1\\_1alphalist](http://www.hawaii.gov/forms/a1_1alphalist)

DOTAX Forms by Fax/Mail: (808) 587-7572  
 1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
 IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to DHHL. However, the tax clearance certificate shall be submitted to DHHL.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by DHHL. A photocopy of the certificate is acceptable to the DHHL.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to DHHL.

The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to DHHL. However, the certificate shall be submitted to DHHL.

**Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.**

The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by DHHL. A photocopy of the certificate is acceptable to DHHL.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. 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 available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at various state agencies, 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 contracting and final payment purposes. 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 sections previous to this one.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to DHHL as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

### **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-355, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

### **PROTEST**

Pursuant to Section 103D-701, HRS, a protest of the solicitation must be made prior to bid opening, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award resulting from this solicitation shall be posted online at <http://gpcprod.spo.hawaii.gov/spo2/>.

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers.

Any protest pursuant to Section 103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to DHHL's Procurement Officer at the Department of Hawaiian Home Lands, 91-5420 Kapolei Parkway, Kapolei, HI 96707.

### **ACCEPTANCE OF OFFER**

Acceptance of offer, if any, will be made thirty (30) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the thirty (30) day period.

### **CONTRACT EXECUTION**

The State shall forward a formal contract to the successful bidder for execution. The contract shall be signed by the successful bidder and returned within ten (10) days after receipt by the

bidder. Upon execution of the contract, DHHL will issue a fully executed copy to the Contractor. No work will be undertaken by the Contractor prior to receiving the Notice to Proceed letter. No performance or payment bonds are required.

## **NOTICE TO PROCEED**

Work will commence on the official commencement date specified on the 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.

## **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.

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
<b>Commercial General Liability (occurrence form)</b>	<b>\$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage</b>
<b>Basic Motor Vehicle Insurance and Liability Policies</b>	<b>\$1,000,000 per accident</b>

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

1. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Hawaiian Home Lands, 91-5420 Kapolei Parkway, Kapolei, HI 96707."
2. "The State of Hawaii is added as an additional insured with respect to

operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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.

## **INVOICING**

Contractor shall send an original monthly invoice only upon completion to:

Department of Hawaiian Home Lands  
Attn: Administrative Services Office  
91-5420 Kapolei Parkway  
Kapolei, HI 96707

All invoices shall reference the IFB and contract number.

## **INSPECTIONS**

The Contract Administrator or her designated representative reserves the right to inspect Contractor's work performance at any time.

## **CHANGES IN GUARD SCHEDULE, ADDITIONAL GUARD COVERAGE AND TRAINING**

The estimated total contract price is based on the hours listed on Offer Form page OF-2. The State reserves the right to change the operating schedule of the guards as well as the number of guards required. Permanent changes to the requirements of the contract shall be made only upon written authorization through a modification to the contract by the Procurement Officer.

All costs resulting from the above changes or requests shall be computed based on the current bid price per hour unless additional guard duties and responsibilities, not covered in the IFB, are added by the State. The State reserves the right to add additional duties and responsibilities for guards that have not been specified herein or not added to the contract by contract modification by the DHHL Contract Administrator. Increases in the current bid price per hour, if necessary, may be negotiated with the Contractor. The State, however, reserves the right to reject any proposed increases for these additional duties and responsibilities.

**Also, if any scheduled guard does not report to work or is late, deduction in costs will be based on the current bid price per hour.**

### **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of its employees from services rendered and to be rendered to the DHLL, within twenty-four (24) hours upon written request by the Contract Administrator.

### **LIQUIDATED DAMAGES**

Refer to the State's General Conditions. Liquidated damages are fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) 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.

### **STATE'S GENERAL CONDITIONS**

Nothing in the Special Provisions shall supersede the General Conditions attached hereto. The Special Provisions shall serve to supplement the General Conditions.

### **APPROVALS**

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

## **ATTACHMENT B**

PART I                      DEPARTMENT OF PERSONNEL SERVICES                      8.665  
STATE OF HAWAII



Class Specifications  
for the Class:

SECURITY OFFICER I

Duties Summary:

Patrols a regularly assigned area to enforce laws, rules and regulations for the protection and security of property and to maintain a safe environment; investigates violations, apprehends violators, issues citations, makes citizen arrests and reports unusual or irregular conditions; and performs other related duties as assigned.

Distinguishing Characteristics:

Positions in this class, after an initial orientation and training period, patrol assigned areas and enforce laws, rules and regulations for the protection and security of property and to maintain a safe environment for other workers, the public and others in the assigned area.

Positions enforce facility rules and regulations as well as general laws, respond to complaints, investigate suspicious circumstances, issue citations, detain, apprehend and/or arrest persons observed violating laws, rules and regulations; and prepare reports.

Positions in this class are uniformed and may carry firearms.

Examples of Duties:

Makes patrols, generally by motor vehicles, through assigned areas; watches for fire, trespassers or other irregularities; prevents acts of theft or vandalism; investigates suspicious persons or unusual incidents; maintains law and order on premises patrolled; checks the security of buildings, materials and equipment; responds to complaints and takes appropriate action; checks crafts or boats to determine whether they are properly secured at moorings; reports fire hazards, prevents the entry of unauthorized persons to restricted areas; takes into custody persons who violate laws, rules and regulations and detains them for military or civil police authorities and/or effectuates a citizen's arrest if necessary; serves eviction notices; directs traffic within and near parking zones in the assigned patrol area and enforces traffic rules and regulations; issues citations for violations of traffic rules and regulations; recommends changes in traffic rules and regulations when necessary; may carry and use firearms in emergencies; prepares activity and investigation reports; and may occasionally instruct or oversee the work of others.

Knowledge and Abilities Required:

Knowledge of: The general duties of a security guard.

Ability to: Learn law enforcement techniques pertaining to the protection and security of property; methods of maintaining law and order within premises patrolled; understand and carry out oral and written instructions; explain to others and apply laws, rules and regulations; size up situations and people accurately and adopt an effective course of action; get along well with others; learn to use and care for firearms; and prepare written reports.

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This is an amendment to the class specification for the class SECURITY OFFICER I approved on January 17, 1956.

Effective Date: July 1, 1979

DATE APPROVED: 12/1/82

/s/ Clement L. Kamalu  
for DONALD BOTELHO  
Director of Personnel Services