



## STATE PROCUREMENT OFFICE

RELEASE DATE: DECEMBER 3, 2021

### INVITATION FOR BIDS No. 22004

### SEALED OFFERS FOR SECURITY GUARD SERVICES AT THE HAWAII STATE CAPITOL

### STATE OF HAWAII DEPARTMENT OF ACCOUNTING & GENERAL SERVICES STATE PROCUREMENT OFFICE

WILL BE RECEIVED UP TO 2:30 P.M. HST ON

DECEMBER 17, 2021

OR AS RECEIVED THROUGH ADDENDA IF APPLICABLE, THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MATTHEW CHOW, TELEPHONE (808) 586-0577 OR E-MAIL AT [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov).

---

Donna Tsuruda-Kashiwabara  
Procurement Officer

## TABLE OF CONTENTS

<b>1.0</b>	<b>SCOPE OF WORK AND SPECIFICATIONS</b>
1.1	Scope of Work
1.2	Definitions
1.3	Description of Work
1.4	Schedule of Work and Location of Guards
1.5	Contractor Responsibility
1.6	Additional Terms and Conditions
1.7	Pre-Bid Conference
1.8	Hawaii State Capitol Point of Contact (POC) Information
1.9	Contract Administrator
<b>2.0</b>	<b>BIDDER SUBMITTAL AND CONTENT</b>
2.1	Electronic Procurement
2.2	Bidder's Authority to Submit an Offer
2.3	Certification of Independent Cost Determination
2.4	Required Review
2.5	Offer Preparation Costs
2.6	Tax Liability
2.7	Offer Preparation
2.8	Electronic Submission of Offer
2.9	Format Instructions for Submitting Offer in HlePRO
2.10	Modification Prior to Submittal Deadline or Withdrawal
<b>3.0</b>	<b>CONTRACT AWARD AND TERMS</b>
3.1	Contract Type
3.2	Term of Contract
3.3	Method of Award
3.4	Responsibility of Bidders
3.5	Protest Procedures
3.6	Approvals
3.7	Contract Execution
3.8	Notice to Proceed
3.9	Insurance
3.10	Payment to NIC Hawaii
3.11	Invoicing and Payment
3.12	Contract Invalidation
3.13	Subcontractors
<b>4.0</b>	<b>SPECIAL PROVISIONS</b>
4.1	Bidder Qualifications
4.2	Receipt, Opening and Recording of Bids
4.3	Mistakes in Bids
4.4	Bid Inspection
4.5	Statutory Requirements of Section 103-55, HRS
<b>5.0</b>	<b>ATTACHMENTS</b>
5.1	Offer Form OF1
5.2	Offer Form OF2
5.3	Offer Form OF3
5.4	Wage Certificate
<b>6.0</b>	<b>EXHIBITS</b>
	Exhibit A: Tentative Hawaii State Capitol Building, Building Access Guidelines 6.2
	Exhibit B: AG-008 103D General Conditions
	Exhibit C: AG Contract Documents

# **SECTION ONE**

## **SCOPE OF WORK AND SPECIFICATIONS**

### 1.1 SCOPE OF WORK

The State Procurement Office (SPO) on behalf of the Department of Accounting and General Services (DAGS), is soliciting bids for unarmed security guard services for the Hawaii State Capitol. Requirements for the as-needed services are pursuant to §463, HRS for guards.

### 1.2 DEFINITIONS

- "Bidder" means any individual, partnership, firm, corporation, joint venture, or other legal entity submitting, directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
- "Contractor" means any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State, and acting directly or through its agents or employees.
- "Firm" means a sole proprietor, corporation, joint venture, limited liability partnership, limited liability corporation, partnership, association, or any other legal business entity.
- "Guard" means a registered uniformed person responsible for the safekeeping of a client's properties and persons within contractually prescribed boundaries, and for observation and reporting relative to such safekeeping. "Guard" shall not include any active duty federal, state, or county law enforcement officers or personnel.
- "Guard agency" means a licensed firm engaged in the guard business.
- "HAR" means Hawaii Administrative Rules.
- "HRS" means Hawaii Revised Statutes.
- "IFB" means Invitation for Bids, all documents, whether attached or incorporated by reference, utilized for soliciting bids
- "Principal guard" means a licensed guard designated as the guard agency's primary licensee who is fully responsible for the direct management and control of the agency and the agency's employees.

### 1.3 DESCRIPTION OF WORK

- 1.3.1 Maintain laws, rules, and regulations for the protection and security of the State Capitol and provide a safe environment for employees and general public by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.
- 1.3.2 Maintain watch in the assigned locations for disturbances by visitors and occupants.

- 1.3.3 Exercise tact and judgment to prevent or minimize disorder, quell disturbances, and generally maintain law and order.
- 1.3.4 Assist employees when visitors are observed or reported as being hostile, abusive, or disorderly, or if they appear to be under the influence of drugs or alcohol, mentally or emotionally unstable, in the process of an unlawful or criminal act, and/or armed.
- 1.3.5 Respond to disturbances, including instigating immediate notification for assistance when law enforcement intervention is necessary. Guard shall follow through after summoning law enforcement, by cooperating and assisting with law enforcement action when necessary, and testifying in court, if necessary.
- 1.3.6 Prevent the entry of unauthorized person (s) into restricted areas and immediately summon and inform law enforcement immediately upon awareness of possible unlawful or hazardous behavior of an individual.
- 1.3.7 Follow procedures and guidelines set by the Department of Public Safety and State Legislature providing visitor access for official State business. See Exhibit A, Tentative Hawaii State Capitol Building, Building Access Guidelines, subject to change.
- 1.3.8 Provide document screening for COVID-19 related health and safety protocols in place at the time. Duties include verifying visitor identification along with a certified vaccination status, or a negative COVID-19 test, and temperature check, before allowing building access.
  - 1.3.8.1 Have visitors register and sign in on a contact tracing log upon entry.
    - 1.3.8.1.1 Name, address, telephone number
- 1.3.9 Detect and recognize dangerous items and objects. Dangerous items are defined as:
  - 1.3.9.1 Firearms, weapons, device, instrument, material or substance, whether animate or inanimate which when used or intended to be used is known to be capable of producing bodily injury, death, or destruction of property.
  - 1.3.9.2 All dangerous items and objects shall be confiscated and reported immediately to the Department of Public Safety, Sheriff's Division.
- 1.3.10 Detect and identify illegal contraband. Illegal contraband is defined as:
  - 1.3.10.1 Any article or item, which a person is prohibited from obtaining or possessing under the Hawaii Revised statutes (HRS) or City and County Ordinances.
  - 1.3.10.2 All contraband that is detected shall be immediately reported to the Department of Public Safety, Sheriff's Division.
- 1.3.11 Maintain a log of prohibited items removed from and subsequently returned to individual entering and exiting the State Capitol.
- 1.3.12 Report any malfunction of equipment to the Department of Public Safety, Sheriff's Division and State Sergeant-at-Arms (House and Senate).

- 1.3.13 Work with Capitol's security camera system to assist with virtual patrolling when appropriate.
- 1.3.14 Prepare activity and incident reports and assist with the recording of all incidents requiring Sheriff and/or Police assistance or intervention.
- 1.3.15 Maintain the confidentiality of all documents viewed during the performance of their duties.
- 1.3.16 Assist Sheriff's Division and respective Sergeant-at-Arms staff in the evaluation of the State Capitol as appropriate.

#### 1.4 SCHEDULE OF WORK AND LOCATION OF GUARDS

- 1.4.1 The Contractor shall provide a minimum of three (3) guards at the Hawaii State Capitol access points located at 415 South Beretania Street, Honolulu HI 96813.
  - 1.4.1.1 One (1) Guard shall be stationed at the Capitol parking access point and two (2) Guards shall be located on the Rotunda access points. See section 1.2.13.2.
- 1.4.2 The Contractor shall provide security guard services, 7:00 A.M. HST – 7:00 P.M. HST, twelve (12) hours per day, Monday through Friday, January 14, 2022 to June 30, 2022, total of 113 business days (excludes State holidays) at the Hawaii State Capitol. **Note: Schedule of hours are tentative and subject to change**

#### 1.5 CONTRACTOR RESPONSIBILITY

- 1.5.1 Contractor shall ensure assigned guards are proficient in English; reading, writing, and speaking.
- 1.5.2 Contractor shall ensure assigned guards are able to lift a minimum of twenty (20) pounds.
- 1.5.3 On specific days during legislative session (January 14, 2022 to June 30, 2022), the State Capitol point of contact (POC) may increase the number of guards as needed. The POC for State Capitol will inform the Contractor twenty-four (24) hours in advance to increase the number of guards. It is anticipated that the State may need up to six (6) guards on specific days. Additional Guards will be assigned as appropriate.

Important Note: Contractor must be flexible as the schedule of hours and number of guards are tentative only and subject to change.
- 1.5.4 Contractor shall assign a minimum of one (1) Principal Guard to oversee the contract and its staff.
  - 1.5.4.1 Contractor or its Principal Guard shall be responsible to provide a replacement guard in the event that the scheduled guard fails to show for his/her scheduled shift within one-half (1/2) hour of the scheduled start time. Contractor shall send a suitable replacement within thirty (30) minutes.

- 1.5.4.2 The contractor shall provide in writing to the State Capitol POC the contact information, such as but not limited to the phone number and email address of the Principal Guard. Principal Guard may be contacted at any time, any day throughout the year (including holidays and weekends) for any immediate issue that requires immediate attention.
- 1.5.5 The Contractor shall maintain an active Guard license with the Hawaii Department of Commerce and Consumer Affairs (DCCA) throughout the term of this contract. Upon request, the Contractor shall provide a copy the guard license to the State.
- 1.5.6 Contractor shall provide guards with all equipment and materials to perform job duties such as but not limited to uniforms and name tags.
- 1.5.7 Contractor shall conduct a State and Federal criminal history record check and the State and National Sex Offender Registries for any person, including but not limited to any officer, employee, volunteer, or subcontractor who provides the services of this contract. The Contractor is responsible for ensuring that any person who provides services under this contract and who has a prior record of conviction or other record following a minimum record check is qualified to perform the services required under this contract.
- 1.5.8 Contractor shall comply with Section 463, HRS, specifically as it pertains to guards and guard agencies.
- 1.5.9 Guards shall possess good judgment, even temperament, tact, and ability to communicate and read simple instructions. They shall be in good health, and physically able to perform the duties which include prolonged standing for considerable periods.
- 1.5.10 Guards shall refrain from having visitors and socializing. Unofficial telephone calls and reading or viewing of personal devices while on duty should be limited to emergency situations only.
- 1.5.11 Contractor shall meet with the State prior to contract start date for logistics and further instructions.

## 1.6 ADDITIONAL TERMS AND CONDITIONS

- 1.6.1 All work performed shall be paid at the quoted hourly rate. No overtime rates shall be paid to the Contractor.
- 1.6.2 The State may increase or decrease the number of guard(s) and/or hours of work required for any supplemental period. In the event that the total hours of hours listed on the OF-3 is less, the reduction of hours shall not constitute grounds for any equitable price adjustment for the contractor.
- 1.6.3 Contractor shall not subcontract any work, unless approved by Curt Otaguro in writing with a minimum of three (3) days advance notice. If approved by Curt Otaguro, the Contractor shall provide upon request proof of the agreement with the subcontractor that it meets all requirements listed in this IFB, including but not limited to proof on licensing and insurance coverages.

- 1.6.4 The State reserves the right to request the Contractor to assign another person if it is determined that a safety concern about the person with a criminal record. The State reserves the right to remove and/or replace any Guard who has demonstrated incompetence, carelessness, disorderly conduct, erratic attendance, or who does not perform their duties in a satisfactory manner.
- 1.6.5 The State reserves the right to discuss and modify contract scope with contractor based on evolving health and safety issues due to the ongoing COVID-19 pandemic and/or any other safety issues that may arise due to civil unrest of the public.

## 1.7 PRE-BID CONFERENCE/QUESTIONS AND ANSWERS

There is no pre-bid conference scheduled for this solicitation.

If there are any questions, bidder is required to submit questions in HlePRO by December 7, 2021.

## 1.8 HAWAII STATE CAPITOL POINT OF CONTACT (POC) INFORMATION

### 1.8.1 POC Department of Public Safety, Sheriff Division

Michael Di Cenzo  
Phone: (808) 538-1352  
Email: [michael.v.decenzo@hawaii.gov](mailto:michael.v.decenzo@hawaii.gov)

### 1.8.2 POC - Billing and Invoices

Curt Otaguro  
Comptroller, State of Hawaii  
Kalanimoku Building  
1151 Punchbowl Street  
Honolulu, HI 96813  
Phone: (808) 586-0400  
Email: [dags@hawaii.gov](mailto:dags@hawaii.gov)

### 1.8.3 POC- State Capitol

Curt Otaguro  
Comptroller, State of Hawaii  
Kalanimoku Building  
1151 Punchbowl Street  
Honolulu, HI 96813  
Phone: (808) 586-0400  
Email: [dags@hawaii.gov](mailto:dags@hawaii.gov)

## 1.9 CONTRACT ADMINISTRATOR

The State Procurement Office is the issuing office for this document and all subsequent addenda relating to it. The person identified below is the single point of contact (POC) during this procurement process. Bidders and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this IFB, contractual

requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The POC designated by the State of Hawaii, State Procurement Office is:

Matthew Chow  
1151 Punchbowl St Rm 416  
Honolulu HI 96813  
(808) 586-0577  
[matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov)

## **SECTION TWO**

### **BIDDER SUBMITTAL AND CONTENT**

#### 2.1 ELECTRONIC PROCUREMENT

The State has established the HlePRO (pronounced 'HI-PRO') to electronically solicit and receive offers for procurements. Bidders interested in responding to this electronic solicitation must be registered on the HlePRO in order to participate in this procurement. Registration information is available at the State Procurement Office (SPO) website: <http://hawaii.gov/spo>, click on HePS-HlePRO, then select *HlePRO for Vendors, Contractors and Service Providers – Information, Register and Log in*.

Award(s) resulting from this solicitation, if any, shall be conducted through HlePRO and subject to a mandatory .75% (.0075) transaction fee of the award, not to exceed \$5000 for the award. This transaction fee shall be due upon award, based on the initial award amount or estimated amount, and Vendor shall be responsible for payment of the fee to NIC Hawaii, the vendor administering the HlePRO.

#### 2.2 BIDDER'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Bidder's authority to sell a product or service. If there is a question or doubt regarding an Bidder's right or ability to obtain and sell a product or service, the Bidder shall resolve that question prior to submitting an offer.

#### 2.3 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

- 2.3.1 The costs quoted 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.
- 2.3.2 Unless otherwise required by law, the cost which have been quoted in response to this solicitation 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.
- 2.3.3 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.

#### 2.4 REQUIRED REVIEW

- 2.4.1 Before submitting an offer, each Bidder must thoroughly and carefully examine this solicitation, any attachment, addendum, and other relevant document, to ensure Bidder understands the requirements of the solicitation. Bidder must also become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

2.4.2 Should Bidder find defects and questionable or objectionable items in the solicitation, Bidder shall notify the SPO as soon as possible. This will allow the issuance of any necessary corrections and/or amendments to the solicitation by addendum, and mitigate reliance of a defective solicitation upon which award could not be made.

## 2.5 OFFER PREPARATION COSTS

Any and all costs incurred by the Bidder in preparing or submitting an offer shall be the Bidder's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.

## 2.6 TAX LIABILITY

2.6.1 Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.0% rate for sales made on Oahu, Hawaii, Maui, Kauai, Molokai and Lanai or the applicable Use tax. 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.

2.6.2 County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

2.6.3 Federal I.D. Number and Hawaii General Excise Tax License I.D. Bidder shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Bidder is doing business in the State and that Bidder will pay such taxes on all sales made to the State.

2.6.4 Tax-Exempt Vendors. If an Bidder is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

## 2.7 OFFER PREPARATION

2.7.1 Offer Form, 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 OF1. Failure to do so may delay proper execution of the contract. The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of bid on HlePRO but shall be required upon Notice of Award. The submission of the offer on HlePRO shall indicate Bidder's intent to be bound.

2.7.2 Offer Form, OF-2. Bidder is required to complete and submit in HlePRO.

2.7.3 Offer Form, OF-3. Bidder is required to complete and submit in HlePRO. **Bidder shall input the Bid Price Total in HlePRO.**

- 2.7.3.1 Quoted hourly rate shall include the following price inclusions and conditions and any other costs incurred to provide services specified including the transaction fee for processing this procurement electronically.
- 2.7.3.2 Quoted hourly rate shall be firm for the term of the contract.
- 2.7.3.3 Include all applicable taxes, except the GET or use tax and county surcharge for all sales. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for the island of Oahu. No other charges will be honored, except as specified herein.
- 2.7.3.4 Include labor, equipment, transportation, storage, training, all applicable taxes and any other costs incurred to provide services specified.

2.7.4 Wage Certificate. Bidder is required to complete and submit in HlePRO. The wage certificate is a requirement of Section 103-55, Hawaii Revised Statutes.

## 2.8 ELECTRONIC SUBMISSION OF OFFER

The offer shall be submitted and received electronically through the HlePRO. This electronically submitted offer shall be considered the original. Any original offers received outside of the HlePRO, including faxed, hand delivered or e-mailed offers, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected.

### 2.8.1 HlePRO Special Instructions

- 2.8.1.1 Bidder shall review all special instructions located on the HlePRO solicitation. Bidders are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.
- 2.8.1.2 Bidders are advised to not wait until the last minute to submit their offer on HlePRO. Bidders should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.
- 2.8.1.3 The submission of an offer shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

## 2.9 FORMAT INSTRUCTIONS FOR SUBMITTING OFFER IN HIEPRO

2.9.1 Format. Offers shall be submitted as attachments on HlePRO.

2.9.2 Proprietary/Confidential Information. Proprietary information shall be contained in a separate file that is clearly identified as proprietary/confidential information.

2.10 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAW

2.10.1 The Bidder may modify or withdraw an offer before the due date and time.

2.10.2 Any change, addition, deletion of attachment(s) of an offer may be made prior to the deadline for submittal of offers in the electronic system.

## **SECTION THREE**

### **CONTRACT AWARD AND TERMS**

#### 3.1 CONTRACT TYPE

Firm fixed-price labor hour contract.

#### 3.2 TERM OF CONTRACT

This initial period for this contract is January 14, 2022 to June 30, 2022, or as specified on the Notice to Proceed. Unless terminated, the contract may be extended without resolicitation, upon mutual agreement in writing between the State and the Contractor, before the expiration date, for not more than two (2) additional six-month periods or parts thereof. The State may terminate the contract at any time upon thirty (30) days prior written notice.

#### 3.3 METHOD OF AWARD

Award, if made, shall be to the responsive, responsible Bidder submitting the lowest bid. Bidder must complete all information specified on the Offer Form page(s) shown in the response and under the terms and conditions of this solicitation.

#### 3.4 RESPONSIBILITY OF BIDDERS

Bidder is advised that in order to be awarded a contract under this solicitation, Bidder will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Worker's Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and
- §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE) throughout the term of the contract.

3.4.1 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.

3.4.2 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.

3.4.3 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 Bidder will not receive the award.

3.4.4 Vendor Compliance - Paper Documents

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. Timely applications for all applicable clearances are the responsibility of the Bidder.

3.4.4.1 HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the lowest responsive Bidder 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. The Tax Clearance Application, Form A-6, and its completion and filing instructions are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

3.4.4.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Pursuant to Section 103D-310(c), HRS, the lowest responsive Bidder 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. A photocopy of the certificate is acceptable to the SPO. The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>

3.4.4.3 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Bidder shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO. To obtain the Certificate, the Bidder must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate. For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

3.4.4.4 Timely Registration. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a

contract, a Bidder otherwise responsive and responsible may not receive the award.

3.4.4.5 Verification of Compliance. Upon receipt of compliance documents (A-6, LIR#27, COGS), the SPO reserves the right to verify compliance with the respective departments. The Contractor shall maintain their compliance and shall provide current compliance documents to demonstrate continued compliance throughout the term of the contract.

### 3.5 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer  
State Procurement Office  
1151 Punchbowl Street, Room 416  
Honolulu, HI 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; 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. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/>.

### 3.6 APPROVALS

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

### 3.7 CONTRACT EXECUTION

Successful Bidder receiving award shall enter into a formal written contract to be signed by the Contractor and returned within five (5) days.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. 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 starting date.

### 3.8 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

### 3.9 INSURANCE

3.9.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Bidder shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s). The type of insurance coverage is listed as follows:

#### 3.9.2 Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

#### 3.9.3 Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3.9.4 Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

3.9.5 The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

3.9.6 The Contractor will immediately provide written notice to the SPO and contracting department or agency should any of the insurance policies

evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

3.9.7 The certificates of insurance shall contain the following clauses:

3.9.7.1 The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.

3.9.7.2 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.

3.9.7.3 All required policies within section 3.9 shall contain a waiver of subrogation in favor of the State of Hawaii.

3.9.8 Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

### 3.10 PAYMENT TO NIC HAWAII

HlePRO is administered by NIC Hawaii. Upon award in HlePRO, NIC shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to NIC within thirty (30) days from receipt of invoice. NIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

The amount of the transaction fees shall be .75% (.0075) of the award or estimated award as stated in the notice of award, not to exceed \$5,000 for any single award to a vendor.

Termination/Rescission of an Award. If an agreement is terminated or rescinded through no fault of the vendor at the beginning of the contract or within 60 days of notice of award, and no amount paid on the contract, the vendor will become eligible to receive a credit for administrative fees paid for that award to the vendor's account with NIC. To receive the credit, the vendor must make a request to NIC for a credit.

### 3.11 INVOICING AND PAYMENT

3.11.1 Invoice shall reference the IFB number.

3.11.2 Invoices shall be submitted every thirty (30) days. Invoices shall include the daily breakdown which includes the number of guards and hours.

3.11.3 Hawaii GET. Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency for those agencies issuing purchase

orders. For all orders placed against this contract, Contractor(s) may assess the ordering agency the Hawaii GET as a separate line item. HRS §103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended. The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute. Only goods that have been satisfactorily delivered to and accepted by the State shall be paid for in accordance with statute. The State has the right to make payment upon receipt of goods.

**STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE** shall not exceed the following rates if seller elects to pass on the charges to its customers.

COUNTY	COUNTY SURCHARGE TAX RATE	STATE GET	MAX PASS-ON TAX RATE	EXPIRATION DATE OF SURCHARGE TAX RATE
C&C OF HONOLULU	0.50%	4.0%	4.7120%	12/31/2030
HAWAII	0.50%	4.0%	4.7120%	12/31/2030
COUNTY OF MAUI (including Molokai and Lanai)	0.0%	4.0%	4.1666%	No county surcharge
KAUAI	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

**3.12 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

**3.13 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.

## **SECTION FOUR**

### **SPECIAL PROVISIONS**

#### **4.1 BIDDER QUALIFICATIONS**

4.1.1 To qualify to bid on the specified services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The State reserves the right to disqualify any potential bidder if, in its discretion, the State determines that the bidder does not have the requisite experience or expertise to provide the services.

4.1.2 At the time of bid submission, assure the State by Certification in writing, of compliance with the requirements of Section 103-55, HRS by completing the Offer Form Wage Certificate.

#### **4.2 RECEIPT, OPENING AND RECORDING OF BIDS**

All bids received in HlePRO will be considered for award. Any bids received outside of HlePRO (i.e. email, facsimile, etc) shall be rejected and not considered for award.

Bids shall be automatically opened at the time and date specified in the Solicitation. The name of each Bidder, the bid price(s), and the title of attachments, if any, shall be made available in HlePRO. Documents posted as attachments will not be accessible, only the name of the uploaded file will be viewable.

All information pertaining to the bids shall be available for public inspection, upon request, after bid opening except to the extent that the Bidder designates trade secrets or other proprietary data to be confidential. Bidders shall ensure that material so designated as confidential is readily separable from the bid (i.e. uploaded as a separate document) in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and model or catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary.

The Procurement Officer, or designated representative, shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, such data shall be subject to written determination by the attorney general for confidentiality. If the attorney general determines in writing that the material so designated as confidential is subject to disclosure, the Bidder submitting the material under review shall be so notified in writing and the material shall be open to public inspection unless the Bidder protests under HAR chapter 3-126.

Bids shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

When a purchasing agency denies a person access to a State procurement record, the person may appeal the denial to the Office of Information Practices in

accordance with HRS §92F-42(12).

Bids shall be unconditionally accepted without alteration or correction, except as allowed in Section 4.3.

#### 4.3 MISTAKES IN BIDS

- 4.3.1 When the Procurement Officer knows or has reason to conclude before the award that a mistake has been made, the Procurement Officer should request the Bidder to confirm the bid. If the Bidder alleges mistake, the bid may be corrected or withdrawn pursuant to this section. Technical irregularities are minor informalities that have no effect on price, quantity, quality, delivery, or contractual conditions. These irregularities/informalities can be waived or corrected without prejudice to other Bidders.
- 4.3.2 Correction or withdrawal of a bid after the time and date set for the bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to ensure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent that it is not contrary to the interest of the governmental agency or fair treatment of other Bidders.
- 4.3.3 When, after the bid opening but before the award, the Procurement Officer knows or has reason to conclude that a mistake has been made, including obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids is submitted, such Officer should request the Bidder to confirm the bid. If the Bidder alleges a mistake, the bid may be corrected or withdrawn by the Bidder if the conditions under subsections “4.3.4” and “4.3.5” of this section are met and if the mistake is a minor informality which is a matter of form rather than substance evident from the bid document, or an insignificant mistake that can be waived by the Procurement Officer or corrected by the Bidder without prejudice to other Bidders depending on which is in the best interest of the governmental jurisdiction soliciting the bid; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Examples include the failure of a Bidder to acknowledge receipt of an amendment to the IFB (if such acknowledgement is required by the IFB) but only if it is clear from the bid that the Bidder received the amendment and intended to be bound by its terms, or the amendment involved had a negligible effect on price, quantity, quality, or delivery.
- 4.3.4 If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of such mistakes include: typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern. In the case of an error in addition, the sum of the total amount bid for each item added shall govern.

- 4.3.5 A Bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or the Bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.
- 4.3.6 A Bidder may not correct a mistake in a bid discovered after the award of the contract except where the Chief Procurement Officer or the Head of the Purchasing Agency makes a written determination that it would be unreasonable not to allow the mistake to be corrected.
- 4.3.7 When a bid is corrected or withdrawn, or a correction or withdrawal is denied, under "4.3.3" or "4.3.4," the Chief Procurement Officer or the Head of a Purchasing Agency shall prepare a written determination showing that the relief was granted or denied in accordance with HAR §3-122-31, subchapter 5 except that the Procurement Officer shall prepare the determination required under subsection (C).

4.4 BID INSPECTION

Bids to competitive sealed bids may be inspected only as provided for in Section 4.2 and after the award of contract.

4.5 STATURY REQUIREMENTS OF SECTION 103-55, HRS

Offerers are advised that 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. Offerers 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.

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. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the Offerer in determining whether the work of their employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for public positions that perform security service duties. The basic hourly wages paid to this position is:

Position Title	Class	Hourly Rate
University Security Officer	SR-14	\$19.76

Accordingly, Bidder should consider the aforementioned wage rate when preparing the bid.

**Hawaii State Capitol Building**  
**Building Access Guidelines – Tentative (subject to change)**  
**January 15, 2022**

Exhibit A

Effective January 15, 2022, the following State Capitol entry protocols will be in effect:

**1. Public Access**

- a. The public will access the State Capitol through the street level (Elevator Core 3) which is located at the Capitol Mall side of the Rotunda. Invited guests who receive prior approval to park in the basement parking lot can also access the Capitol through the basement entrance but will be instructed to go to the first floor to get screened.

**2. Employee Access**

- a. State personnel registered and authorized in the State Capitol's capillary security system will have access to all elevators at the basement and rotunda levels during and after business hours. Employees are required to wear their State picture ID at all times while accessing and working in the Capitol. Employees will not be required to be screened at the first floor.

**3. Documentation required to access the State Capitol**

- a. Public accessing the Capitol at the basement or rotunda entrance(s) must show a personal photo identification card, proof of vaccination and/or a negative COVID-19 test document 72-hours before entering the facility. Contracted Security Guards will perform the required building access screening and verification before allowing public individuals into the Capitol and designated elevators.
- b. Visitors must submit to a contactless temperature screening as part of the protocol screening process. Individuals with a registered temperature of 100.4F or higher will be refused entry.
- c. Visitors satisfying all health and safety access protocols will be given a daily indicator (sticker, etc.) that needs to be displayed at all times while at the Capitol.

**4. Capitol Parking – Authorized Personnel Only**

- a. The State Capitol basement parking is designated for official State business and authorized personnel only. Visitor parking will only be allowed if authorized by tenants only. Authorized guests will park in the designated metered parking stalls only. Applicable fees shall apply.
- b. Tenants must provide the names of authorized guests to the Sheriff's Division – Capitol Patrol Sheriff's Office of their forthcoming guests and deliveries by email to [michael.v.decenzo@hawaii.gov](mailto:michael.v.decenzo@hawaii.gov) to allow them entry into the basement parking and building by 3:00pm the day before.

**5. Hourly “metered” public parking is also available at other State facilities:**

- a. Lot V - Vineyard Garage on Punchbowl
- b. Lot G - Kalanimoku Building on Beretania & Punchbowl
- c. Lot L - Kinau Hale Building on Punchbowl

**6. Other State Capitol Protocol Measures**

- a. Adequate social distancing and mask wearing are required at the State Capitol.
- b. State personnel are required to wear their State employee ID badges in all public areas at the Capitol.
- c. Anyone exhibiting signs of illness such as coughing, sneezing, etc., may be asked to leave the State Capitol property.

**Hawaii State Capitol Building**  
**Building Access Guidelines – Tentative (subject to change)**  
**January 15, 2022**

Exhibit A

Individuals with official State business requesting access to the Governor and Lt. Governor's offices on the 5<sup>th</sup> floor must identify themselves through the exterior intercom and camera system installed at the main entrances.