



State of Hawai‘i

INVITATION FOR BIDS
IFB NO. CE 2020-02

FURNISH SECURITY SERVICES AT THE OHA’S HONOLULU OFFICE ON O‘AHU

ISSUED DATE: August 23, 2019

DUE DATE: September 13, 2019 2:00 p.m. HST

The Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

Note: If this Invitation for Bids (IFB) was downloaded from the Office of Hawaiian Affairs (OHA) website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax, or mail the form to the IFB Coordinator. The OHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments, or other pertinent IFB information not received by interested bidders.

NOTICE TO BIDDERS
(Chapter 103D, Hawai‘i Revised Statutes)

INVITATION FOR BIDS (IFB) No. CE 2020-02

FURNISH SECURITY SERVICES AT THE OHA’S HONOLULU OFFICE ON O’AHU

Notice is hereby given that pursuant to Chapter 103D, Hawai‘i Revised Statutes, the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting sealed bids to **Furnish Security Services at the OHA’s Honolulu Office on O’ahu.**

Location for Security Service: Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

The Invitation for Bid (hereinafter “IFB”), Specifications, and Bid Offer Form may be picked up at the OHA Reception Desk located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 or downloaded at the State Procurement Office (hereinafter “SPO”) website at: <https://hiepro.ehawaii.gov>, or the OHA website at: www.oha.org/solicitations beginning Friday, August 23, 2019.

Sealed bids must be received at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 not later than 2:00 p.m. Hawai‘i Standard Time (hereinafter “HST”), Friday, September 13, 2019. Public opening of bids will commence at 2:30 p.m. HST, Friday, September 13, 2019 at the OHA Iwikauikaua Conference room.

The OHA will conduct a Pre-Bid Conference at 10:00 a.m. HST, Wednesday, August 28, 2019 at the OHA Iwikauikaua Conference room, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817, with a site inspection following the conclusion of the Pre-Bid Conference. Interested bidders are strongly encouraged to attend the Pre-Bid Conference and site inspection.

The OHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the OHA. Please contact Phyllis Ono-Evangelista, IFB Coordinator, at 594-1833 if you have any questions.

OFFICE OF HAWAIIAN AFFAIRS
Sylvia M. Hussey, Ed.D
Ka Pouhana Kūikawā, Interim Chief Executive Officer

SECTION 1

ADMINISTRATIVE OVERVIEW

I. AUTHORITY

This Invitation-For-Bids (hereinafter “IFB”) is issued under the provisions of Chapter 103D, Hawai‘i Revised Statutes (hereinafter “HRS”) as amended, and its related Hawai‘i Administrative Rules (hereinafter “HAR”), as amended. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. IFB ORGANIZATION

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process.
- Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines applicable deliverables.
- Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission.
- Section 4 Bid Evaluation & Award – Describes how bids will be evaluated by the OHA Procurement Services Program.
- Section 5 Attachments

III. CONTRACTING OFFICE

The Contracting Office is responsible for overseeing the procurement and contracting resulting from this IFB. The contact information for the Contracting Office is:

Office of Hawaiian Affairs
Procurement Services Program
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817
Telephone: (808) 594-1833
Fax: (808) 594-1888

The designated IFB Coordinator for this solicitation is:

Ms. Phyllis Ono-Evangelista
Procurement Services Program
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
Telephone: (808) 594-1833
Email: phylliso@oha.org

The OHA reserves the right to change the IFB Coordinator without notice.

The department responsible for monitoring the services performed under the Contract is Community Engagement. The designated Contract Administrator for this solicitation is:

Mehana Hind, Director
Community Engagement
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
Telephone: (808) 594-1962

Any changes to the Contract Administrator or his designated representative shall be provided in writing to the Successful Bidder. The OHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

IV. PROCUREMENT TIMELINE

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	August 22, 2019
Distribution of Bid Specs/Bid Offer Form	August 22, 2019
Pre-Bid Conference	August 28, 2019, 10:00 a.m. HST
Site Inspection Period	August 28, 2019, 10:30 a.m. HST
Written Questions Due to the OHA	September 3, 2019
Written Responses Due from the OHA	September 4, 2019
Bid Submittal Deadline	September 13, 2019, 2:00 p.m. HST
Bid Opening	September 13, 2019, 2:30 p.m. HST
Notice of Award	September 2019
Contract Execution	September 2019
Contract Start Date	October 1, 2019, 7:45 a.m. HST

The OHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds. No services shall be provided prior to the execution of a Contract.

V. PRE-BID CONFERENCE AND SITE INSPECTION

Interested bidders are strongly encouraged to attend the Pre-Bid Conference scheduled at 10:00 a.m. HST, Friday, August 28, 2019, located at the OHA Iwikauikaua Conference Room, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817 with a with a site inspection following the conclusion of the Pre-Bid Conference. Interested bidders are strongly encouraged to attend the Pre-Bid Conference and site inspection. Site inspection is not mandatory.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the OHA are not binding and are only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. All changes to the IFB will be issued as an addendum to the IFB.

VI. SUBMISSION OF QUESTIONS

Interested bidders may submit written questions to the IFB Coordinator identified in paragraph III of Section I of this IFB. The deadline for submission of written questions is Tuesday, September 3, 2019. All written questions will receive a written response from the OHA. The OHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Wednesday, September 4, 2019.

VII. SUBMISSION OF SEALED BIDS

A. Forms/Formats

The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2, Bid Offer Form. The Bid Offer Form and Wage Certificate shall be completed and submitted with your bid. The Bid Offer Form and Wage Certificate are available for download from the SPO HIePRO website at: <https://hiepro.ehawaii.gov>, or the OHA website at: www.oha.org/solicitations.

B. Bid Submittal

Sealed bids must be hand delivered to or mailed to and received by the OHA Reception Desk located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817 not later than 2:00 p.m. HST, Wednesday, September 13, 2019. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the OHA Reception Desk. Sealed bids postmarked prior to the specified bid due date and time but received after the specified due date and time shall be considered late and shall be rejected. **Electronic mail or facsimile submission of the Bid Offer shall not be accepted.**

Bid offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. CE 2020.02). Any bid document submission not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimiles shall be automatically rejected. There shall be no exceptions to this requirement.

C. Wages and Labor Law Compliance

Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify that it is in compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of the Contractor performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages to public officers and employees for similar work. Interested Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages.

Interested Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1: Wage Certificate.

The Successful Bidder shall be obligated to notify their employees performing work under the Contract regarding the provisions of section 1055, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice in the Successful Bidder's place of business in an area accessible to all employees.

D. Confidential Information

If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential section of the bid documents. Nondisclosure of requested information is subject to chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

VIII. DISCUSSION WITH INTERESTED BIDDERS PRIOR TO BID SUBMISSION

Discussions may be conducted with potential bidders to promote understanding of the OHA requirements.

IX. OPENING OF BIDS

All bid submissions shall be dated and time stamped by the OHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the OHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection **after a contract has been awarded and executed by all parties.**

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence on Friday, September 13, 2019, 2:30 p.m. at the OHA Iwikauikaua Conference Room, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817.

In the unlikely event that the OHA receives a bid that is misplaced or mishandled through no fault of the bidder, the OHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the OHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. ADDITIONAL MATERIAL AND DOCUMENTATION

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.

XI. IFB AMENDMENTS

The OHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders registered with the OHA using the IFB Registration Form will be notified of all amendments through written communications which may include electronic mail, facsimile, or United States Postal Services (hereinafter "USPS").

XII. CANCELLATION OF THE INVITATION FOR BIDS

The IFB may be cancelled and any or all bids may be rejected in whole or in part at the sole discretion of the OHA when it is determined to be in the best interest of the OHA.

XIII. COSTS OF BID PREPARATIONS

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection, and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall agree that the OHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. MODIFICATION OF BIDS

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- 1) A written notice accompanying the actual modification received by the OHA Reception Desk, stating that a modification to the bid is submitted.
- 2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit to the original signed written notice and modification to the OHA Reception Desk, within two (2) business days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) business days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the OHA Reception Desk not later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. CE 2020-02).

XV. WITHDRAWAL OF BIDS

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- 1) A written notice received by the IFB Coordinator; or
- 2) A notice by electronic mail or facsimile machine to the IFB Coordinator

XVI. LATE WITHDRAWAL AND LATE MODIFICATION

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the OHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the OHA Procurement Manager.

XVII. MISTAKES IN BIDS

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected, withdrawn, or waived by the OHA to the extent that it is not contrary to the best interest of the OHA or the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR.

XVIII. REJECTION OF BIDS

The OHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in the IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

- 1) Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submission of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the OHA to be unreasonable in price, including the total bid price and unit prices.
- 2) Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a material unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted not using the prescribed Bid Offer Form as provided in the IFB or does not conform to the bid submission instructions may be determined non-responsive.

The OHA reserves the right to reject bid offers in whole or in part at the sole discretion of the OHA when it is determined to be in the best interest of the OHA.

XIX. NOTICE OF AWARD

An award, if made, shall be as follows:

1. Award to the responsive and responsible bidder submitting the lowest Grand Total Bid Price as stated on the Bid Offer Form. The Grand Total Bid Price is the sum of the 24-month Total Bid Price for the OHA to include reception front entrance and exit doors, roving guard, special events, Board of Trustees (hereinafter "BOT") meetings and BOT committee meetings. See Attachment 2: Bid Offer Form. The unit bid price shall be inclusive of all administrative and

personnel costs, applicable taxes, and any other costs incurred in the performance of the contracted services. A bidder shall submit a bid price for all services and complete the Bid Offer Form in its entirety to be considered responsive and eligible for award. The award of a contract shall not be deemed as a commitment on the part of the OHA to automatically exercise any option period; and

2. In the case of a tie, an award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to the approval of the OHA Corporate Counsel and other approval as required by the statutes, regulations, rules, orders, or other directives.

No work shall be undertaken by the Successful Bidder prior to the Contract start date of October 1, 2019. The OHA shall not be liable for any work, Contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the start of the Contract.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Manager to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the OHA. The General Conditions of the resulting Contract are attached, and service specifications are included herein. See Attachment 9: General Conditions OHA 2018 103D General Conditions and Attachment 10: Class Specifications/Minimum Qualifications.

XX. PROTESTS

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;
2. A state purchasing agency's failure to follow rules established by chapter 103D; or
3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) business days after the

posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the OHA Head of Purchasing Agency (hereinafter HOPA) conducting the protested procurement and the Procurement Manager who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the OHA Procurement Services Program.

OHA-Head of the Purchasing Agency	Procurement Officer
Name: Sylvia Hussey, Ed.D	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana Kūikawā, Interim Chief Executive Officer	Title: Pou Kāko‘o Ho‘oki‘iki‘i, Procurement Manager
Mailing Address: 560 N. Nimitz Hwy, Suite 200 Honolulu, Hawai‘i 96817	Mailing Address: 560 N. Nimitz Hwy, Suite 200 Honolulu, Hawai‘i 96817

XXI. AVAILABILITY OF FUNDS

All bidders and the Successful Bidder are hereby notified that the award of a Contract and any subsequent Contract renewal or extension are subject to allotments made by the OHA and subject to the availability of funds. The OHA shall retain the authority to cancel and award and/or not exercise the option periods due to the lack of available funds.

XXII. MONITORING AND EVALUATION

The Successful Bidder’s performance of the Contract will be monitored and evaluated by the OHA Contract Administrator or their designated representative(s). The OHA shall provide the Successful Bidder with a copy of a monitoring report for their information and to take corrective action as appropriate.

Failure to comply with material terms of the Contract may cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the OHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the OHA.

XXIII. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The OHA General Conditions, OHA 2018 – General Conditions are attached for bidder’s information and reference. See Attachment 4: General Conditions OHA 2018 103D General Conditions.

The OHA may impose contractually any necessary special conditions deemed necessary. See Attachment 3: Contract for Competitive Sealed Bid - Special Conditions.

The OHA reserves the right to make modifications to the scope of work and or reporting requirements arising for unforeseeable conditions.

XXIV. COST PRINCIPLES

The OHA shall utilize cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the State laws.

XXV. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

If awarded a Contract in response to this solicitation, the Successful Bidder 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 the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

SECTION 2

SPECIFICATIONS

I. INTRODUCTION

A. Purpose or need

In 1978, a State of Hawai‘i Constitutional Convention created the OHA to address historical injustices and challenges arising out of those circumstances. The convention delegates envisioned an agency that provides a form of self-determination for Native Hawaiians and advocates for their overall well-being.

The OHA was established through Article XII of the State Constitution. Chapter 10 of the Hawai‘i Revised Statutes outlines the OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

The purpose of this IFB is to competitively procure security services for the OHA’s Honolulu Office on O‘ahu.

B. Area of Service

The Successful Bidder(s) shall be required to certify that it is capable of providing services at the OHA’s Honolulu Office on O‘ahu.

Location for Security Service: Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

C. Funding source period of availability

Funds are subject to appropriation by the OHA. Funding and period of availability may change upon notice by the OHA.

It is understood that no award shall be binding unless the OHA indicates there is an available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriation or special funds revenues.

If there should be insufficient funds for any portion of the remainder Contract period beyond the Initial Contract period, the OHA may terminate the Contract or revise the

amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same unit bid price(s).

II. GENERAL REQUIREMENTS

A. Qualifying requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS Cost Principle for Purchases of Goods and Services.
2. The Successful Bidder must have no outstanding balances owing to the OHA. Exceptions may be granted by the Chief Executive Officer of the OHA for debts recently acquired and for debts which have a repayment plan approved by the Chief Executive Officer of the OHA.
3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirement of section 3-122-112 HAR:
 - a. Chapter 237 HRS, tax clearance;
 - b. Chapter 383 HRS, unemployment insurance;
 - c. Chapter 386 HRS, workers' compensation;
 - d. Chapter 392 HRS, temporary disability insurance;
 - e. Chapter 393 HRS, prepaid health care; and
 - f. One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawai'i. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (hereinafter "BREG"). A Hawai'i business that is a sole proprietorship, however is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as a sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawai'i business; or
 - ii. The Successful Bidder shall be registered to do business in the State of Hawai'i as a "compliant non-Hawai'i business" as follows:

Compliant non-Hawai'i business. A business entity referred to as a "compliant non-Hawai'i business," is not incorporated or organized under the laws of the State of Hawai'i, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the OHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

4. Certification of Eligibility

Bidders shall submit the following document with their bid offer to the OHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-16;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR#27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these paper certificates at the various State and Federal agencies, the OHA recommends that bidders use the Hawai'i Compliance Express (hereinafter "HCE"), which allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawai'i Information Consortium, LLC (hereinafter "HIC") and provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as the issuance date, accepted for both contacting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawai'i, the OHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's Officers, employees, agents or subcontractors.

6. Insurance Requirements

Within fifteen (15) days after award of Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage.
Personal Injury Liability	\$1,000,000 single limits per occurrence \$2,000,000 for general aggregate
Automobile Insurance covering all owned, non-owned, and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000</u> each person and <u>\$1,000,000</u> per accident and property damage liability limits of <u>\$1,000,000</u> per accident OR \$2,000,000 combined single limit.
Workers Compensation	Policy shall include coverage required by State of Hawai‘i and include Part B coverage as follows: Employer’s Liability with limits of \$100,000 for each accident, \$500,000 disease policy limit, and \$100,000 disease policy limit per employee.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

“The State of Hawai‘i, the Office of Hawaiian Affairs, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, with respect to operations performed for the State of Hawai‘i and the OHA under this Contract.”

To satisfy the minimum coverage limit required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General Liability Insurance, Automobile Insurance, and Worker Compensation) provided that the OHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit to the OHA, valid certificate(s) of insurance necessary to satisfy the OHA of the Successful Bidder’s compliance with the insurance provision of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the OHA during the entire term of the Contract.

The minimum insurance required shall be in full compliance throughout the entire term of the Contract, including all Supplemental Contracts.

Upon request by the OHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The OHA shall be entitled to exercise any or all the remedies provided in the Contract for such default of the Successful Bidder.

7. The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The OHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the OHA shall apply in excess of and shall not contribute to any insurance provided by the Successful Bidder.

The Successful Bidder will immediately provide written notice to the procurement services program or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

8. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal, and local laws. Such action shall include without limitations the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

9. Business Office

The Successful Bidder shall have a permanent office where he/she conducts business and will be accessible in person or via telephone during normal Hawai'i State government and the OHA business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Attachment 8: for 2019 - 2020 Hawai'i State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

10. No performance or payment bond is required.
11. A bid security deposit is not required for this IFB.

B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written Contract, Contract Based on Competitive sealed Bids for Goods and Services, with the OHA in accordance with the laws, rules and regulations of the State of Hawai‘i. See Attachment 3: Sample Contract. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and services requirement set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the OHA. The Successful Bidder’s bid shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within 10 days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the OHA a Contract in the form included in this IFB and in such number of copies as required by the OHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the OHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligation and liabilities under the Contract with the OHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the OHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in Corporate Resolution.

4. Laws, Rules, Ordinances, and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations, and standard specification in this IFB Shall include all amendments thereto effective as of the date of this IFB.

C. Single or multiple contracts to be awarded

Single Multiple Single & Multiple

D. Single or multi-term contracts to be awarded

Single term (> 12 months) Multi-term (> 2 years)

Initial term of Contract: 12 months

Length of each extension: Up to 12 months (may be less than 12 months when it is in the best interest of the OHA)

Maximum length of Contract: 24 months

THE FOLLOWING CONDITIONS MUST BE MET FOR AN EXTENSION:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The OHA determines there is an ongoing need for the services and has funds to extend services up to twenty-four (24) months with no single extension period to exceed twelve (12) months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and
3. A Supplemental Contract must be executed prior to expiration of the primary Contract; and
4. The Contractor must obtain the OHA approval in writing and a notice to proceed with the extension; and
5. The OHA has determined that the Contractor has satisfactorily provided services over the current Contract term; and
6. The necessary OHA funds are available and have been allotted for an extension.

The option to extend the Contract shall be at the sole discretion of the OHA. The Contract shall be extended at the same or lower rates as proposed in the original bid, unless price adjustments are provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall be responsible for the State of Hawai‘i general excise tax and all other applicable taxes.

E. Statutory Requirement of section 103-55, HRs

Prior to entering into a Contract in excess of \$25,000, an interested bidder shall

certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. 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. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete, certify and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1: Wage Certificate.

Bidder are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages no less than wages paid to public officer and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar during the Contract period, the Successful Bidder will be obligated to pay wages not less than those increased wages.

The OHA has determined that work to be performed under this Contract is similar to a Security Officer I classification in Bargaining Unit 3; therefore, the Successful Bidder shall be required to pay their employees the published prevailing State wages for work performed under the resulting Contract. At the release of this IFB, the published State prevailing basic hourly wage are as follows:

Classification	Pay Grade	Hourly Rate
		Effective 01/01/2019
Security Officer 1	SR-13	\$17.66

See Attachments 10: Class Specification/ Minimal Qualifications and Attachment 5: Salary Schedule.

The Successful bidder shall be further obligated to notify his/her employees performing work under the resulting Contract regarding the provision of section 103-55, HRS, and the current wage rate for employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Bidder’s place of business in an area accessible to all employees.

See <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>

F. Bid Price

The bid price per hour (unit bid price) shall be the all-inclusive unit cost to the OHA, including without limitation, security, administrative and supervisor personnel costs, benefits, equipment and equipment maintenance, applicable taxes, and all other

necessary costs to provide the services specified in the IFB. Other costs may include, without limitation, costs for benefits required by law that are automatically increased as a result of increase wages, including without limitation, federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance and prepaid health insurance.

The unit bid price shall be applicable to security services provided during business hours. The OHA is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees.

Bidders should account for any published wage increase in the bid price. The OHA shall not approve requests for contract adjustment due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

G. Contract Price Adjustment Due to Increase in State Wages.

At the release of this solicitation, the wages effective January 1, 2019 for State employees performing similar work are known and published by the Department of Human Resources Development. If wages increase after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wages of the Successful Bidder's employees performing the work. The wage increase would correspond to an increase in costs for benefits required by law that are automatically increased. Increased wages include federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder, however, shall not be paid for any reimbursement of retroactive pay negotiated by the State.

The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of bidding, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase shall not be considered.
2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with Section 103-55, HRS. Its employees shall be paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this Contract.
3. Request for increase must be made in writing to the OHA on a timely basis:
 - a. Request for increase for the initial Contract and any Supplemental period must be made as soon as practicable after the State wage agreements are

made public. Approved request shall be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.

- b. The Successful Bidder may call the IFB Coordinator named in this IFB to obtain the current wage information or download the information from the Department of Human Resource Development's website at the following address:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-03-white-collar-non-supervisor-bu-04-white-collar-supervisor/>

H. Price Adjustment by the State

The Successful Bidder shall agree to change the service schedules for increase/decrease in security services due to circumstances that cannot be predicted at the time of this solicitation. Changes to the security schedule may include an increase/decrease in the number of security personnel per day.

1. Special Events. The Successful Bidder shall change the security schedules for special events due to the need for increased security as requested by the Contract Administrator. Changes to the security schedule may include increased number of hours per day or number of security personnel on a special event basis. Special events include, without limitations, increase in criminal activities, public, and private events. The Contract Administrator shall coordinate the date and time for the schedule changes.

The bid price per hour for special events shall not exceed the bid price per hour for regular scheduled security services. The projected number of special event hours provided in this IFB is estimated. This does not imply that the OHA will utilize these definite amounts. The OHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

2. Emergency Services. The Successful Bidder shall agree to change security services in emergency situations and accommodated anticipated needs for increased security due to unforeseen circumstances as requested by the Contract Administrator. Changes to the security schedule may include increased number of hours per day or number of security personnel on an emergency basis.

The bid price per hour for emergency services shall not exceed the bid price for regular scheduled security at a rate higher than 1.5 times the regular rate. A bid offer with an emergency hourly rate at higher than 1.5 times the regular rate shall be considered non-responsive. The OHA is unable to provide a projected number of emergency hours for emergency service at the issuance of the solicitation. The OHA reserves the right to request/require any quantity of

emergency service hours at the accepted bid price for the applicable Contract Performance period.

III. SCOPE OF WORK

Work included in the resulting Contract shall consist of furnishing labor, equipment, supplies, and all related administrative and supervisor personnel necessary to provide security services at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817,

A. Service Activities (Minimum and/or mandatory tasks and responsibilities)

1. The Successful Bidder shall provide securities services at OHA Main office as follows:
 - a. Main Entrance and Exit Door: One (1) security officer for Monday through Friday 7:45 a.m. to 4:30 p.m. No State Holidays, unless otherwise instructed by the OHA.
 - b. The security officer shall secure the Main Entrance and Exit Door to assure only the OHA staff, guest(s), visitor(s), and vendor(s) who have provided a valid identification and/or guest escorted by the OHA staff are allowed to enter the internal lobby.
2. The Successful Bidder shall follow the procedure to processing all guest through the main entrance as listed below:
 - a. The security officer shall not allow guest(s), visitor(s), and vendor(s) access to the internal lobby of the OHA until instructed to do so by the OHA Staff.
 - b. Security Officer shall stop, monitor and check all guest(s), visitor(s), and vendor(s) for proper valid identification.
 - i. Security Officer shall have all guest(s), visitor(s), and vendor(s) sign in on the Security Log Sheet.
 - ii. Security Officer shall inform the Intake and Referral Specialist and the OHA staff of the arrival of guest(s), visitor(s), and vendor(s).
 - iii. Security Officer shall check all the OHA staff for a valid OHA badge.
 - iv. Security Officer shall not allow a guest access to the internal OHA lobby until instructed to do so by the OHA Staff.
 - v. Security Officer shall identify any guest that do not have a valid identification and inform the Intake & Referral staff and request

assistance. The OHA staff will assist beneficiaries without identifications.

3. The Successful Bidder shall provide the following services as follows:

Investigate disturbances and incidents that are observed or reported. Endeavor to abate nuisance and disturbances when possible, using tact and judgement to prevent or minimize disorder, quell disturbances and maintain law and order. Investigation and follow up shall include, without limitations:

- a. Be alert for suspicious persons;
- b. Appropriately respond to those engaging in disorderly conduct such as unreasonable noise or fighting/threatening behavior (see HRS section 711-1101), criminal trespass, assault, harassment, and criminal property damage.
- c. Determine the need for the Honolulu Police Department (hereinafter “HPD”) when intervention or arrest is necessary. Cooperate with and assist the police, if necessary, and testify in court when required.
- d. The Successful Bidder shall cooperate with the HPD pertaining to issuance and/or enforcement of trespass notices. The Contract Administrator shall provide guidelines to the Successful Bidder on issuance of trespass warnings.
- e. Maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including discussing with OHA staff, guests, visitors, and vendors the details of incidents on property without the express consent of the Contract Administrator and the OHA Corporate Counsel.

4. Roving Foot Patrol

The Successful Bidder shall agree to change the security schedules to include a roving patrol when increased security services are requested by the OHA. The bid price per hour shall not exceed the bid price per hour for regular scheduled security services

- a. Provide one (1) roving foot patrol;
- b. The Contract Administrator provide the specific route of the roving patrol for the building.
- c. The roving patrol shall be conducted hourly which shall include the OHA offices, conference rooms hallways, stairwells and common areas.

- d. The tentative period of coverage shall be as follows:

One (1) security officer for Monday through Friday 7:45 a.m. to 4:30 p.m. No State Holidays, unless otherwise instructed by the OHA. See Attachment 13: 2019 - 2020 Hawai'i State Government Observed Holidays.

- e. The projected number of hours for the roving patrol is estimated. This does not imply that the OHA will utilize these definite amounts. The OHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

The Contract Administrator shall coordinate the roving patrol date and times with the Successful Bidder on an as needed basis.

5. Emergency Services

The Successful Bidder shall agree to change security services in emergency situations and accommodate anticipated needs for increased security due to unforeseen circumstances as requested by the Contract Administrator. Changes to the security schedule may include increased number of hours per day or number of security personnel on an emergency basis. The OHA shall provide not less than two (2) hours advance notice to the Successful Bidder.

The OHA is unable to provide a projected number of emergency hours for emergency service at the issuance of the solicitation. The OHA reserves the right to request/require any quantity of emergency service hours at the accepted bid price for the applicable Contract Performance period.

6. Reporting Requirements

The Successful Bidder shall:

- a. Prepare and submit Incident Reports to the OHA, covering in detail all disturbances and incidents that were observed or reported during each daily tour of duty or other appropriate reports as requested. Such reports shall contain all pertinent facts available and the names of all persons involved and shall be in a format to be specified by the OHA.

Incident Reports are due to the Contract Administrator not later than 8:00 a.m. the next business day of an incident or as instructed otherwise by the OHA.

- b. For incidents requiring the Successful Bidder's action, the Successful Bidder shall prepare and submit follow-up Incident Reports to the OHA indicating corrective actions taken by the Successful Bidder to prevent similar incident for recurring.

Follow-up Incident Reports shall be due to the Contract Administrator within five (5) business days of an incident or as instructed otherwise by the OHA.

- c. Prepare and submit an Incident Report of Schedule Deviations to the OHA indicating all work hours deviated from the security schedule as applicable. The Incident Report shall include security services not performed due to security officers' failure to report for duty, reporting late for duty, or all other circumstances that prevented the normal course of security coverage as scheduled.

The Incident Report of Schedule Deviation shall be due to the OHA not later than 8:00 a.m. the next business day or as instructed otherwise by the OHA.

- d. On a monthly basis, prepare and submit a monthly report of incident reports and daily log sheets.

7. Equipment Requirements

- a. The Successful Bidder shall provide, where applicable, equipment and be responsible for the maintenance of the applicable equipment.
- b. All security officers shall be uniformed bearing the company name and/or logo with their name tags easily visible, without sidearms.

B. Management Requirement & Qualifications (Minimum Requirements)

1. Personnel

- a. The Successful Bidder shall ensure that all personnel meet minimum qualifications to include: 1) licensing requirements pursuant to section 463-10.5 HRS; 2) at least two (2) years relevant experience in law enforcement and/or security; and 3) one (1) year experience with the Bidder.

The Successful Bidder shall provide documentation with its Bid Offer Form that its personnel have met the licensing requirements pursuant to section 463-10.5, HRS and experience requirements. See Attachment 2: Bid Offer Form.

- b. The Successful Bidder's security officers shall be required to attend an orientation conducted by the OHA prior to the start of services.
- c. The Successful Bidder's supervisor shall have a minimum of one (1) year experience with law enforcement.

- e. The Successful Bidder shall employ sufficient personnel at all times for performing the work in the manner and time required by the specifications and any subsequent post orders. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of series due to staff vacancies or changes.
- f. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees or agents on the OHA (State) property and shall instruct security personnel to fully cooperate with the Contract Administrator. Security personnel shall refrain from socializing or fraternizing with the OHA staff, guests, visitors, and vendors of the property while on duty.
- g. The Successful Bidder shall remove any of its employees from servicing or providing service to the OHA upon the request in writing by the Contract Administrator. At the request of the OHA, the Successful Bidder shall remove immediately and shall not employ any person who in the opinion of the OHA, does not perform his/her duties and responsibilities in a proper and skillful manner, intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.
- h. The Successful Bidder shall relieve any security officer who is arrested for any major crimes or felony, pending final resolution of the investigation. The OHA has final authority to allow the individuals to perform security duties pending investigation, resolution, or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under this Contract.
- i. The Successful Bidder shall ensure that no security officer employed under this Contract has been convicted of selling, dealing, or using a controlled substance.
- j. The Successful Bidder shall ensure that no security officer employed under this Contract is a registered sex offender.
- k. The Successful Bidder shall have a properly licensed supervisor to oversee the entire operation and to ensure that the services required are satisfactorily performed. All security officers shall be under the supervision of the Successful Bidder.
- l. Security personnel will refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.
- m. The Successful Bidder shall ensure that all information, documents, or material viewed, discussed, or provided to the security personnel in the line of duty shall be treated as confidential. Security personnel shall refrain from

providing confidential information to the general public without express consent of the OHA.

- n. The Successful Bidder shall select only those individuals capable of demonstrating the following:
 - i. Ability to exercise good judgement;
 - ii. Maturity in conduct and attitude; and
 - iii. Ability to communicate in English both verbally and in writing and read simple instructions.
- o. Courteous to OHA employees, guests, visitors, and vendors, tolerant in their interactions with others, as well as neat and groomed in appearance. Each security officer shall maintain a satisfactory level of drug-free, general health at all times to work under the resulting Contract. The following are the minimum physical requirements.
 - i. Able to hear at a normal conversational level;
 - ii. Able to serve a normal shift using stairs or elevators; and
 - iii. Correctable vision to 20/20 in each eye.
- p. During the performance of the resulting Contract period(s), the Successful Bidder shall not discriminate against any employee or applicant for employment because of gender, race, religion, color disability, or national origin. The Successful Bidder shall comply with all relevant Federal and State laws and rules. Please note that businesses are responsible for knowing and complying with the most current laws.
- q. Each security officer shall comply with section 463-10.5, HRS, Guards; registration, instruction, training testing, and required continuing education; renewal of registration. Section 463-10.5, HRS requires that all guards shall apply to register with the board, and shall meet the following registration, instruction, and training requirements prior to performing services as a guard:
 - i. Be not less than 18 years of age;
 - ii. Possess a high school education or equivalent;
 - iii. Not presently suffering from any psychiatric or psychological disorder directly related and detrimental to a person's performance in the profession;

- iv. Not convicted in any jurisdiction of a crime reflecting unfavorably on the fitness of the individual to perform services as a guard, unless the conviction was annulled or expunged by court order. The individual shall submit to a national criminal history record check as authorized by federal law, including, without limitations to the Private Security Officer Employment Authorizations Act of 2004, and specified in the rules of the board; and
- v. Successfully complete eight (8) hours classroom instruction before the first day of services and four (4) hours of classroom instruction annually. Classroom instruction must be provided by an instructor who is approved by the board.
- vi. The Successful Bidder understands and agrees that the OHA may require reduction or replacement of any number of contracted security personnel in conjunction with the use of law enforcement personnel.

2. Administrative

- a. The Successful Bidder shall be required to attend quarterly meetings or upon request by the Contract Administrator. The day and time is to be specified by the Contract Administrator.
- b. Every four (4) weeks, the Contract Administrator shall submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) shall be corrected or implemented within five (5) business days to avoid delay in payment issuance or for payment adjustment purposes.
- c. The Successful Bidder shall maintain its own written administrative policies, at a minimum, addressing policies, at a minimum, addressing the following:
 - i. Drug Free Workplace Policy;
 - ii. Sexual Harassment Awareness in the Workplace Policy;
 - iii. Non-Violence in the Workplace Policy;
 - iv. Standard of Conduct; and
 - v. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff are adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the

conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

Such action shall include, without limitations, no discrimination in the following:

- i. Employment, upgrading, demotion, or transfer;
- ii. Recruitment or recruitment advertising;
- iii. Layoff or terminations;
- iv. Rates of pay or other forms of compensation; and
- v. Selection for Training, including apprenticeship.

3. Payment

The OHA shall compensate the Successful Bidder for security services rendered at the accepted bid price per hour.

All compensation shall be subject to the following:

- a) Pursuant to section 103-10, HRS, the OHA shall have 30 calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of services to make payment. Upon receipt of the invoice, the OHA shall date stamp the invoice, and use this receipt date to calculate that 30-day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.

For this reason, the OHA shall reject any bid with a condition requiring payment within shorter period. Further, the OHA shall reject any bid submitted with a condition requiring interest payment greater than allowed by this section III.B.3.a.

- b) The Successful Bidder shall submit on a monthly basis one (1) original itemized invoice for services rendered to:

Office of Hawaiian Affairs
Financial Services
560 North Nimitz Highway
Honolulu, Hawaii 96817

- c) All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Bidder has satisfactorily preformed the services specified. Payment shall be made on the basis of actual man-hours of security services rendered by the Successful Bidder.
- d) The Successful Bidder shall submit monthly itemized invoices for payment, listing service dates, security dates, security officer names, and man-hours of security rendered for the previous month. Invoices shall be submitted to the OHA not earlier than the first of the subsequent month. A copy of the Scheduled Deviation Incident Report shall be attached to each invoice as applicable.
- e) Separate invoices shall be submitted for each of the following services.
 - i. Special events; and
 - ii. Emergency Services.
- f) Invoice for the month of June shall be submitted to the OHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the OHA's fiscal year-end close out process. For work performed during the period of June 16th to June 30th, the invoice shall be submitted to the OHA not later than July 5th for payment processing.
- g) For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22).

An original tax clearance certificate, not over (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

- 1. The satisfactory performance of work shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the OHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

2. Should the Successful Bidder fail to comply with the requirements of the Contract, the OHA may request a written corrective action plan that shall include the corrective actions to be taken and a timeline for implementation of the corrective action plan. The OHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the OHA reserves the right to purchase in the open market, a corresponding quantity of services and deduct from the Successful Bidder the cost from monies due or that may thereafter become due to the Successful Bidder. In the event that monies due to the Successful Bidder are insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the OHA. The OHA may also utilize other remedies provided under the Contract and by law and rules.
4. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

B. Damages

1. Liquid damages is fixed at the sum of FIFTY and 00/100 DOLLARS (\$50.00) for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of Paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.
2. The OHA reserves the right to apply liquidated damage or delay in Contract execution on the part of the Successful Bidder.
3. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, including without limitation: water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within an agreed upon timeline, the OHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from monies due or may thereafter become due to the Successful Bidder. In the event money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the OHA

C. Termination

The OHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

SECTION 3

BID OFFER FORM AND INSTRUCTIONS

General Instructions for Completing the Bid Offer Form

- A. *Bid offers shall be submitted to the OHA using the form prescribed in this IFB; do not alter the Bid Offer Form as provided in this IFB.*
- B. *Note: Bid offers submitted using a re-created form, altered Bid Offer Form, or other forms may be rejected and deemed non-responsive.*
- C. *Bidders shall complete the Seal Bid Offer Form in its entirety. A written response is required for each item unless indicated otherwise.*
- D. *No supplemental literature, brochures, or other unsolicited information should be included in the bid packet.*

See Attachment 10: Bid Submittal Checklist

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the OHA by the required due date and time and in the form prescribed by the OHA. See Attachment 2: Bid Offer Form. Email and facsimile transmissions shall not be accepted.

Bidders are responsible to carefully review the Specifications, General Conditions, and Special Conditions. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The OHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions, and Special Conditions. Bid Offers that are conditions upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective October 1, 2019, 7:45 a.m. HST. The OHA shall not consider bid offers from bidders who are unable to provide the specified services effective October 1, 2019, 7:45 a.m. HST.

Bidders shall submit their bid offer under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate fields on the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or an affixed signature is a facsimile or

a photocopy, the bid offer shall be automatically rejected unless waived by the OHA pursuant to section 3-122-31(c)(1)(B), HAR.

The successful bid shall be the lowest responsive and responsible Grand Total Bid Price as submitted on the Bid Offer Form. The Grand Total Bid Price is the sum of 24-months Total Bid Price to include the reception front doors guard, special events as solicited. See Attachment 2: Bid Offer Form. Bidders shall submit a bid price for all line items and completed the Bid Offer Form in its entirety and conform to all requirements of the IFB to be considered responsible and eligible for award.

The bid price per hour shall be the all-inclusive price charged to the OHA including, without limitation, security, administrative and supervisor personnel costs, benefits, equipment and equipment maintenance, applicable taxes, and all other necessary cost to provide the services.

- A. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- C. Hawai'i State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate;
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and
- G. Section 463-10.5, HRS License and Experience List for all security personnel assigned to work under this Contract. See Attachment 14: Sample Section 463-10.5, HRS License and Experience. The OHA may request for proof of evidence to substantiate information provided on the License and Experience List as deemed necessary. Proof of evidence shall be submitted to the OHA within two (2) business days upon request.

In lieu of providing separate certificates for the items A, B, C, and D above, bidders may register via Hawai'i Compliance Express (HCE), an online application at: <http://vendors.ehawaii.gov/hce/> and submit the HCE Certificate of Vendor Compliance instead.

(END OF SECTION)

SECTION 4

BID EVALUATION & AWARD

I. BID EVALUATION

All bid offers received by the due date and time will be reviewed by the OHA. A bid offer determined to be in exact conformity of the requirements in the IFB shall be known as a “responsive bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services shall be known as a “responsible bid.”

II. METHOD OF AWARD

An award shall be made to the responsive and responsible bidder submitting the lowest Grant Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of the 24-month Total Bid Prices to include security, special events, and administrative as solicited.

To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB.

In the event there are no responsive bid offers, the OHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The OHA may re-solicit or conduct an alternative procurement method of the services.

(END OF SECTION)

SECTION 5
ATTACHMENTS

- | | |
|--|--------------------------|
| 1. Wage Certificate | Due: September 13, 2019 |
| 2. Bid Offer Form | Due: September 13, 2019 |
| 3. Sample Contract Based on Competitive Sealed Bids for Goods and Services | For Bidder's Information |
| 4. State General Conditions, OHA2018 103D General Conditions | For Bidder's Information |
| 5. Class Specifications / Minimum Qualifications | For Bidder's Information |
| 6. Salary Schedule | For Bidder's Information |
| 7. OHA Building Map | For Bidder's Information |
| 8. 2019-2020 Hawai'i State Government Observed Holidays | For Bidder's Information |
| 9. Section 463-10.5, HRS License and Experience List | Due: September 13, 2019 |
| 10. Bid Submittal Checklist | For Bidder's Information |

This page is intentionally left blank.