

Interested Offerors are requested to contact the location's designated person listed to arrange the date and hours for an inspection tour.

2.4. BIDDER QUALIFICATIONS

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

1. **Experience** Notwithstanding any other provisions stated herein, prospective offerors must be properly certified by the State of Hawaii to perform security services and have a minimum of at least five (5) consecutive years of experience with conducting security services in the State of Hawaii at the time of bid submittal.
2. **Security Service License** Offeror must have a valid security guard service license registered with the Hawaii State Department of Commerce and Consumer Affairs at the time of bid submittal.
3. **Permanent Office** Offeror shall have a permanent office and representatives(s) in the State of Hawaii at the time of bid opening. Offeror must have a permanent office location in the State of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints.
4. Offeror must meet all the requirements of Hawaii Revised Statutes, Chapter 463, Private Investigators and Guards and specifically Section 463-10.5, Guards; registration, instruction, training, testing, and continuing education required; renewal of registration.
5. **References.** Offeror shall list at least three (3) references in the State of Hawaii, for whom offeror is currently performing commercial security services that are similar in nature and volume to services specified herein and that will qualify offeror to perform these services. Offeror must also submit along with his/her offer, two (2) letters of recommendation from companies or government agencies for whom offeror has (within the last two (2) years) or is currently providing commercial security services. An offeror not able to supply the Judiciary with the required references, will not be considered for award. The Judiciary reserves the right to contact the references provided and to reject the offer submitted by any offeror who has not performed services that are similar in nature and volume to the services required in this offer or whose performance on other jobs for this type of service has been proved unsatisfactory.

2.5 CONFIDENTIALITY

All material, reports, data, information, etc. given to or made available to the Contractor by virtue of this contract that is identified as proprietary or confidential information shall be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of the State.

All data, or other material provided by the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, or its successor, and any other applicable body of law concerning information practices or confidentiality.

2.6. CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

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

2.7 ACCEPTANCE OF OFFER

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

2.8. BID PREPARATION

2.8.1 Legal Name. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on the Offer Form, page OF-1. 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 black or blue ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

2.8.2. Bid Quotation Bid prices shall include labor, supervision, all applicable taxes, and all expenses necessary to provide services as described in the Specifications, for the duration of the contract. Bid price per hour per officer shall be applicable to additional security service provided during or after work hours, subject to Department of Labor overtime regulations, when regularly assigned officers are requested by management.

Work to be done under this contract is a taxable transaction and offeror receiving award for this work will be required to pay the State of Hawaii GET.

The estimated number of positions and hours of work for this project is provided for bidding purposes only, and reflects the anticipated total number of security positions required at the various Judiciary locations at the start of this contract. Actual manning and locations may **increase** or **decrease** at any time during the contract period for any type of security personnel. For bidding comparison purposes only, use the hours listed in the Proposal Schedules per position type listed.

2.8.3. Security Service License. Offerors shall submit Department of Commerce and Consumer Affairs security services license number on the space indicated on the appropriate Offer Form page.

2.8.4. Offer Guaranty. Bid security deposit is not required for this bid.

2.8.5. References. Offeror shall list on the appropriate Offer Form page at least three (3) references for whom the company has performed subject service and such reference can, if necessary, attest to Offeror's performance.

2.8.6 Local Office/Representative. Offeror is required to have a local coordinating office on Oahu to submit a bid. Offerors shall provide on the appropriate Offer Form page, information regarding local Oahu office and/or responsible individual to be contacted on matters concerning security officers assigned to this job.

Any information provided in the bid by Offeror, that Offeror deems proprietary or confidential must be labeled or noted as proprietary or confidential or shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

2.9 WAGE CERTIFICATE

Offeror shall complete and submit the attached Wage Certificate by which the offeror certifies that the services required will be performed pursuant to Section 103-55, HRS. Offerors are advised that Section 103-55, H.R.S. 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. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and 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 in an area accessible to all employees, or may include such notice with each paycheck or pay envelope furnished employees.

In the event of a wage increase to public employees during the contract period, the Contractor will be notified of such increase and the method by which the Contractor can apply for the increase in contract price. These increases shall include additional costs for those benefits required by statute, i.e., federal old age benefits, worker's compensation,

temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Effective July 1, 2015, the basic hourly wages paid to similar State positions is expected to be:

Class	Hourly Rate
Security Attendant (SR 08)	\$12.84
Security Officer I (SR 13)	\$15.61

Accordingly, bidder should consider the aforementioned wage rates when preparing the quote for this IFB.

2.10 PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES

1. Contract price adjustment shall be considered:
 - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that Contractor's employees have been paid comparable wages to that of State employees; and
 - b. Only if there is a wage increase to public employees performing comparable work; and
 - c. Only for the contract period in which the price adjustment request is submitted (current contract period).

Example:

Original contract period: July 1, 2015 to June 30, 2016.
Extension period: July 1, 2016 to June 30, 2017

The option to extend the original contract is exercised for the period of July 1, 2016 to June 30, 2017. On July 1, 2016, the State announces a pay raise retroactive to July 1, 2015 and the Contractor soon thereafter submits a request for contract price adjustment accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the extension period of the contract, July 1, 2016 to June 30, 2017. A price adjustment is not applied retroactively to July 1, 2015 since the condition of this contract allows a price adjustment to only the current contract period.

2. The price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:
 - a. Bid Price/Hr/Officer (A) = (A) for example = \$15.00/hr
 - b. Current Hourly Wage Rate (B) = (B) for example = \$11.00/hr

- c. New Hourly Wage Rate paid To State Employee (C) = (C) for example = \$11.50/hr
- d. Hourly Wage Increase to State employees (D) = (C) – (B) = (D), or
\$11.50 - \$11.00 = \$.50/hr
- e. Adjusted Bid Price/Hr/Officer (E) = (A) + (D), or
\$15.00 + \$.50 = \$15.50/hr

3. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall consider those benefits that are required by contract and are directly affected by the wage increase.

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

The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 30%. If Contractor is able to document that its % for fringe is higher than 30%, the State will review and consider Contractor’s claim.

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

- a. 30% for Allowable Fringe Benefits
- b. \$ Adjustment for Allowable Fringe Benefits (F) = (D) x (.30) = (F), or
\$.50 x .30 = \$.15
- c. Adjusted Bid Price/Hr/Officer + Fringe Benefits = (E) + (F), or
\$15.50 + \$.15 = \$15.65

4. After the contract modification for the increase is issued by the Judiciary, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

Under Section 103-55, HRS, no overtime pay is required for holidays, however, the Contractor must comply with all federal and state labor laws. Section 103-55, HRS, does not require the Contractor to match State employee benefits, however, the Contractor must comply with all federal and state labor laws.

Note that if a price adjustment is not requested by the Contractor for any extended contract period, it cannot be requested during a future extension period. For example, if a price adjustment is requested during the second contract extension period but not during the first contract extension period, the price adjustment, if approved, will include an adjustment for the second extension period only, not for both the first and second extension period - it is **not retroactive**.

2.11. SUBMISSION OF PROPOSAL

The offer must be submitted in a sealed envelope and clearly addressed with the Invitation for Bid number on the envelope.

Offerors shall submit three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. **The offer must be received no later than 2:00 p.m., H.S.T. on the date indicated in the Notice to Offerors, whether delivered in person or by United States Postal Service, United Parcel Service, Federal Express or any other mailing method.** Offers may be submitted prior to the due date; however, will remain unopened until the bid is closed.

Submit Offers to:

The Judiciary, State of Hawaii
Financial Services Department
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Jonathan Wong

Proposals postmarked or hand delivered after the above date and time will not be considered and will be returned to the vendor unopened.

Offers on CD. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD (three (3) copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Significant Dates section of this RFP.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via Email or FAX.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

2.12. CONTRACT AWARD

1. Award, if any, shall be made to the qualified responsive and responsible Offeror submitting the lowest TOTAL BID AMOUNT to provide statewide security services or the best value for the Judiciary. This is an estimate of the total contract amount, actual payments to CONTRACTOR shall be based on actual hours of security services performed at the per hour bid prices stated in the OFFER FORM. Offeror must bid on all items to be considered for award.

In accordance with Section 103D-310, HRS, the Judiciary requires the apparent low bidder to submit 20 calendar days after bid opening, a completed Questionnaire (Exhibit A) and Training manual, setting forth a complete statement of the experience of such prospective bidder and its organization in performing similar work along with a list of references for whom they performed similar security services. Whenever it appears to the Judiciary, from answers to the questionnaire or otherwise, that the prospective bidder is not fully qualified and able to perform the intended work, the Judiciary will, after affording the prospective bidder an opportunity to be heard and if still of the opinion that the bidder is not fully qualified to perform the work, refuse to consider any bid offered by the prospective bidder. All information contained in the answers to the questionnaire shall be kept confidential. Questionnaire so submitted shall be returned to the bidders after serving their purpose.

Failure to complete the qualification questionnaire, or any information in Exhibit A found erroneous or false shall be sufficient grounds for bid rejection or contract termination for default.

Upon issuance of the Notice of Award to the successful bidder, the Awardee shall commence preparation of the following documents for submittal to the Judiciary Planner for Safety and Court Security, Mr. James Crowe, no later than twenty (20) calendar days from the date of the Notice of Award:

- a. One copy of the Contractor's training manual.
- b. Completed notarized Bidder Certification (Exhibit B) & Questionnaire (Exhibit A).
- c. Completed Individual Physical & Educational Training Background form (Exhibit C).
- d. Completed Training Certificate form (Exhibit D).
- e. Certification that all employees have had a background check to verify employment history and positive character for the preceding ten (10) years and to ascertain that each person hired by the Contractor is a good security risk.

Prior to awarding the contract, the Judiciary will require certification of the following insurance coverages:

Worker's Compensation
Temporary Disability
Unemployment Insurance

Prepaid Health Care

2. Responsibility of Offerors

Hawaii General Excise Tax License. Bidder shall submit its current Hawaii General Excise Tax I.D. number in the space provided on Offer Form.

Hawaii Compliance Express. The Contractor is required to submit a Hawaii Compliance Express Certificate. The Hawaii Compliance Express (HCE), allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcom.html> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Under Hawaii law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and county government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

3. Timely Compliance Documents Required for Contract Award

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliances with the requirements of §103D-310(c) and (c)(1) and (2), HRS, that require compliance with all laws governing entities doing business in the State of Hawaii. A Certificate of Vendor Compliance should be applied for and submitted to the Judiciary as soon as possible upon award of a contract. The awardee must be compliant for award of a contract, or an offer otherwise responsive and responsible may not receive the award.

4. Final Payment Requirements

A HAWAII COMPLIANCE EXPRESS CERTIFICATE FOR FINAL PAYMENT will be required for final payment.

2.13. TIE BIDS

Should there be low bids from responsive, responsible Offerors that are identical in price per hour, award, if any, will be made to the Offeror who received the previous award and is currently providing services. When this method or any other permissible method is not feasible, award will be determined by drawing lots.

2.14. CONTRACT EXECUTION

Successful offeror receiving the award shall be required to enter into a formal written contract. The contract commencement date shall be specified in the Notice to Proceed. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services. If the option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor within thirty (30) days of the scheduled date of termination.

No work is to be undertaken by the Contractor prior to the commencement date. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to starting date.

2.15. CONTRACT PERFORMANCE BOND

A contract performance bond shall be furnished by the Contractor for the initial twelve (12) month period of the twenty four (24) month contract. The bond for the initial twelve month period of the contract shall be submitted to the Judiciary within ten days of the Notice to Award by the Judiciary, or such additional time as may be granted by the Judiciary. Failure of the Contractor to submit a Contract Performance Bond at the time the contract is executed, shall result in the cancellation of the Contract award.

In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the performance and payment bond amount required for the work shall be \$500,000.00.

2.16. INSURANCE

The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.
- c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

The Contractor will immediately provide written notice to the 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 upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

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

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

2.17. COMPLIANCE WITH REQUIREMENTS OF HAWAII REVISED STATUTES, CHAPTER 463

If awarded a Contract, the Contractor shall meet all the requirements of Hawaii Revised Statutes, Chapter 463 and specifically, Section 463-10.5, Guards; registration, instruction, training, testing, and continuing education required; renewal of registration.

The Judiciary has the right to request, at any time, from the Contractor and/or from each Security Officer assigned to the contract, proof of compliance with the requirements of Chapter 463.

The Offeror must submit with the bid, the required documents requested on the Offer Form to qualify for an award of a contract.

2.18. EXAMINATION OF WORK SITE

Prospective offerors are encouraged to visit the premises of the various locations and thoroughly familiarize themselves with the existing conditions and the amount and kind of services to be provided. Attendance shall be voluntary, and submission of an offer shall be evidence that the Offeror understands and will comply with these specifications and special provisions if awarded the contract. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the various site areas, or the amount and kind of services to be provided.

2.19. REMOVAL OF CONTRACTOR'S EMPLOYEE

The Contractor agrees to remove any of its employees for unsatisfactory performance of services rendered and to be rendered to the Judiciary, upon request in writing by the Officer-in-Charge. Any Contractor's employee so removed shall not be reassigned to any other Judiciary location.

2.20. INSPECTION

All services provided shall be subject to inspection and approval by the Officer-in-Charge, or a representative of the Judiciary, so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions.

