



Hawaii Public Housing Authority  
State of Hawaii

IFB No. PMB-2016-06

Invitation-For-Bids to Furnish Security Services at Various Public Housing  
Properties on the Island of Oahu

*Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority 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 HPHA 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.*



Issued February 10, 2016

Notice to Bidders  
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) IFB PMB-2016-06

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes ("HRS"), the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for: **Security Services at Various Public Housing Properties on the Island of Oahu:**

<b>Group I - Asset Management Project 31 (AMP 31)</b>	Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819
<b>Group II - Asset Management Project 32 (AMP 32)</b>	Mayor Wright Homes (1003), 521 North Kukui Street, Honolulu, Hawaii 96817
<b>Group III - Asset Management Project 35 (AMP 35)</b>	Punchbowl Homes (1011), 730 Captain Cook Ave., Honolulu, Hawaii 96813
	Kalanihuia (1024) 1220 Aala Street, Honolulu, Hawaii 96817
	Makamae (1046) 21 South Kuakini Street, Honolulu, Hawaii 96813

The Invitation for Bids, Specifications, and Bid may be picked up at the HPHA Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Wednesday, February 10, 2016.

Sealed bid offers must be received at the HPHA Central Files Office located on Oahu at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. Hawaii Standard Time (HST) on Friday, February 26, 2016. Opening of bids will commence at 10:15 a.m. HST at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817 on Friday, February 26, 2016.

The HPHA will conduct a Pre-Bid Conference on Wednesday, February 17, 2016 from 9:00 a.m. HST at the HPHA Building A, Conference Room #1, 1002 North School Street, Honolulu, Hawaii 96817 with a site inspection to follow at the conclusion of the Pre-Bid Conference. All interested bidders are strongly encouraged to attend.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Kathy Mitchell, IFB Coordinator at (808) 832-1892.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi  
Executive Director



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# **Section 1**

## **Administrative Overview**

# Section 1

## Administrative Overview

### I. Authority

This Invitation-for-Bids (IFB) is issued under the provisions of the Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development's (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. Prospective bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid offer by any prospective bidder shall constitute admission of such knowledge on the part of such prospective bidder.

### 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 Service Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable)
- Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission.
- Section 4 Bid Evaluation and Award – Describes how the bids will be evaluated by the State Contracting Office.
- Section 5 Attachments

### III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this IFB. The Contracting Office is as follows:

Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-1892                      Fax: (808) 832-6039

The IFB Coordinator or his/her designated representative is listed below:

Ms. Kathy Mitchell  
Contract and Procurement Office  
1002 N. School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-1892                      Fax: (808) 832-6039  
Email: [kathy.m.mitchell@hawaii.gov](mailto:kathy.m.mitchell@hawaii.gov)

The HPHA reserves the right to change the IFB Coordinator without written notice.

The Property Management and Maintenance Services Branch (PMMSB) is the office responsible for monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Mr. Sam Liu  
 Property Management and Maintenance Services Branch  
 Hawaii Public Housing Authority  
 1002 North School Street, Bldg. E  
 Honolulu, Hawaii 96817 Telephone: (808) 832-4674  
 Email: [sam.h.liu@hawaii.gov](mailto:sam.h.liu@hawaii.gov)

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Contractor. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder of any change.

The Officer-in-Charge shall be the primary point of contact for the Successful Bidder's day-to-day operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions issued by the Officer-in-Charge. The Officer-In-Charge for each specified property is designated as follows:

<b>Asset Management Project #</b>	<b>Property</b>	<b>Office Address</b>	<b>Officer-In-Charge</b>
31	Kalihi Valley Homes	2250 Kalena Drive Honolulu, Hawaii 96819	Ms. Stephanie Fo Ph: (808) 832-3336
32	Mayor Wright Homes	521 North Kukui St. Honolulu, Hawaii 96817	Ms. Cynthia Yoshida Ph: (808) 832-3153
35	Punchbowl Homes	730 Captain Cook Ave. Honolulu, Hawaii 96817	Ms. Trofe Long Ph: (808) 586-9739
35	Kalanihulia	1220 Aala Street Honolulu, Hawaii 96817	Ms. Trofe Long Ph: (808) 586-9739
35	Makamae	21 S. Kuakini Street Honolulu, Hawaii 96813	Ms. Trofe Long Ph: (808) 586-9739

Any changes to the Officer-In-Charge or his/her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Officer-In-Charge.

#### **IV. Procurement Timeline**

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing IFB	February 10, 2016
Distribution of bid specs/bid form	February 10, 2016
Pre-Bid Conference	February 17, 2016
Site inspection period	February 17, 2016
Submission of Questions	February 17 - 19, 2016
Response to Questions	February 24, 2016
Bid submittal deadlines	February 26, 2016
Bid Opening	February 26, 2016
Notice of award	March 2016
Contract execution	March/ April 2016
Contract start date	May 1, 2016, 12:01 p.m.

The HPHA reserves the right to amend or revise the timetable without prior written notice. The 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 an optional the Pre-Bid Conference scheduled on Wednesday, February 17, 2016, at the HPHA Building A, Conference Room #1, 1002 North School Street, Honolulu, Hawaii 96817 from 9:00 a.m. – 10:15 a.m., HST.

Prior to submittal of the bid offer, interested bidders may visit the properties to thoroughly familiarize themselves with existing conditions. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions/ layout or work to be performed. Interested bidders must contact the Officer-In-Charge to schedule a site visit.

The HPHA will conduct a site inspection on Wednesday, February 17, 2016, beginning at approximately 10:15 a.m. HST or at the conclusion of the Pre-Bid Conference. Interested bidders are strongly encouraged to attend. Any time thereafter, please contact the Officer-In-Charge to arrange site inspections up until Friday, February 19, 2016.

Impromptu questions will be permitted at the Pre-Bid Conference and site visitation and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal official written responses to substantive questions will be provided to each interested bidder as set forth in Section VI below. Any changes required 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 Section III of this IFB as previously listed. The deadline for submission of written questions is 2:00 p.m. HST on Friday, February 19, 2016. All written questions will receive a written response from the HPHA. The HPHA's response to the interested bidder's written questions will be sent to all interested bidders via mail, electronic mail, or facsimile not later than Wednesday, February 24, 2016 or as soon as practicable.

## VII. Submission of Sealed Bids

1. **Forms/Formats.** Bid Offer forms attached in Section 5 of this IFB. See Attachment 2. *Note: Bid offers submitted using re-created forms or other forms shall be rejected and deemed non-responsive. See Attachment 2.*

Interested Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at [www.hudclips.org](http://www.hudclips.org) and is attached in Section 5 of this IFB. See Attachments 12 and 13.

- B. Bid Submittal.** Sealed bids must be hand delivered or postmarked by United States Postal Service (USPS) and delivered to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. HST on Friday, February 26, 2016. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail and facsimile transmissions of the Bid Offer shall not be accepted.**

Bids offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2016-06). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

Sealed Bids should be addressed to:

Hawaii Public Housing Authority  
1002 N. School Street  
Central Files Office, Building D  
Honolulu, Hawaii 96817  
Attn: Ms. Kathy Mitchell, IFB Coordinator

- C. Wages and Labor Law Compliance** – Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors 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 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 Contract, the Contractor 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.

The Successful Bidder shall be further obligated to notify their employees performing work under the Contract of the provisions of section 103-55, HRS, and the current wage rates for public 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.

Interested bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD). **The HPHA will consider requests for increase as a result of wage increases to public officers and employees during the Contract period or any option period that are not published.** At the release of this solicitation, the effective wages from July 1, 2014 through December 31, 2016 and January 1, 2017, for State employees performing similar work have been published by the DHRD.

[http://dhrd.hawaii.gov/wp-content/uploads/2013/06/bu0304\\_07012014\\_wp.pdf](http://dhrd.hawaii.gov/wp-content/uploads/2013/06/bu0304_07012014_wp.pdf)

[http://dhrd.hawaii.gov/wp-content/uploads/2013/06/0304\\_SalarySchedule\\_01012017.pdf](http://dhrd.hawaii.gov/wp-content/uploads/2013/06/0304_SalarySchedule_01012017.pdf)

- D. Confidential Information.** If an interested bidder believes that any portion of a bid contains information that should be withheld as confidential, the interested 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 sections 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 Bidders Prior to Bid Submission**

Discussions may be conducted with interested bidders to promote understanding of the HPHA's requirements.

## **IX. Opening of Bids**

All bid submissions shall be date and time stamped by the HPHA 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 HPHA 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 at 10:15 a.m. HST on Friday, February 26, 2016, at the HPHA, Contract and Procurement Office, Bldg. D, 1002 North School Street, Honolulu, Hawaii 96817.

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

## **X. Additional Materials and Documentation**

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested, and will not be deemed to vary any of the provisions of this IFB.

## **XI. IFB Amendments**

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under chapter 3-122, HAR. Interested bidders will be notified of all amendments through written communication which may include electronic mail, facsimile, or USPS.

## **XII. Cancellation of the Invitation for Bids**

The IFB may be canceled and any or all bid offers may be rejected in whole or in part when it is determined by the HPHA to be in the best interests of the State.

## **XIII. Costs for Bid Preparation**

Any costs incurred by the interested bidders in preparing or submitting a bid offer are the interested bidder's sole responsibility. Any costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Interested bidders shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested bidder's 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 chapter 3-122-16.07, HAR:

1. A written notice accompanying the actual modification received in the HPHA Central Files Office, 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 the original signed written notice and modification to the HPHA Central Files Office within two (2) working days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) working 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 HPHA Central Files Office 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. PMB-2016-06).

#### **XV. Withdrawal of Bids**

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

1. A written notice received by the IFB Coordinator; or
2. A notice by facsimile machine or electronic mail 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 HPHA 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 HPHA Procurement Officer.

#### **XVII. Mistakes in Bids**

While interested 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 or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the State or to the fair treatment of other interested bidders. Mistakes in bids shall be handled as provided for in chapter 3-122, HAR and the HUD requirements pursuant to HUD Handbook 7460.8.

## **XVIII. Rejection of Bids**

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

A bid offer 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 submissions 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 HPHA 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 materially 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 in a manner which alters the Bid Offer Form or does not conform to the format and instructions provided shall be determined non-responsive.

## **XIX. Notice of Award**

**An award shall be made to the responsive and responsible bidder submitting the lowest grand total bid price for the initial twelve (12) month period, option year one (1) and option year two (2).**

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive Bidder submitting the lowest total bid price for the initial 12-month period ending May 1, 2017 at 12:00 p.m., and option year one (1) and option year two (2) located on the Bid Offer Form. See Attachment 2. Interested bidders must submit a bid for regular security hours, special events, administrative and/or judicial hearing hours and emergency hours for each property site listed in each group to be considered responsive. The award of the initial 12-month Contract period

shall not be deemed a commitment on the part of the HPHA to automatically exercise any option period; and

The Grand Total Bid Price is the sum of the 36-month Total Bid Price for gate guard(s), roving patrol, special events, and administrative and judicial hearings. The unit price per hour shall be inclusive of all administrative and personnel costs, applicable taxes, and any other costs incurred in the performance of the Contract. Bidders are not required to submit a bid for all groups, however, a bidder shall submit a unit bid price for all services within a group and complete the Bid Offer Form in its entirety to be considered responsive.

2. In the case of a tie, the bid shall be awarded to the previous Contractor providing it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible. If the previous Contractor is not the tied bidder, the bid award shall be determined by the flip of a coin or some other random means of selection.

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

No work shall be undertaken by the Successful Bidder prior to the Contract start date of May 1, 2016, 12:01 p.m. The HPHA is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the Contract start date.

The Successful Bidder shall produce documents to the procurement officer to demonstrate compliance with chapter 3-122-112, HAR, Responsibility of Bidders. The Successful Bidder receiving an award shall be required to enter into a formal written Contract with the HPHA. The General Conditions of the Contract are attached and service specifications are included. See Attachments 10 and 11.

## **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 any rule established by chapter 103D, HRS; or
3. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criteria 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) working days after the aggrieved person knows or should have known of the facts giving rise to a protest; provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer 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 State Contracting Office.

The notice to award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website:  
<http://www.hawaii.gov/spo2/source/>.

<b>Head of State Contracting Office</b>		<b>Procurement Officer</b>	
Name:	Mr. Hakim Ouansafi	Name:	Mr. Rick Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

**XXI. Availability of Funds**

The award of a Contract and any allowed extension are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and/or appropriation by the United States Congress and is subject to the availability and allocation by the State Legislature and/or the United States Department of Housing and Urban Development. The HPHA shall retain the authority to cancel an award and/or not exercise the option period(s) due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for security services with State funds allocated for other purposes.

**XXII. Monitoring and Evaluation**

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Officer-In-Charge and the Contract Administrator. The HPHA shall provide the Successful Bidder with a copy of all monitoring reports for their information and necessary corrective action as appropriate.

Failure to comply with all material terms of the Contract may be 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 HPHA.

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 HPHA.

**XXIII. General and Special Conditions of Contract**

The State and Federal General Conditions that will be imposed contractually are included as attachments. The State General Conditions is set forth in Attachments 10 and may be found on the State Procurement Office (SPO) website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). The HUD General Conditions set forth in Attachment 11, may be found on the HUD website at [www.hud.gov](http://www.hud.gov). In the event there is a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary Special Conditions. See Attachment 9. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the Scope of Work and or reporting requirements arising from unforeseeable conditions.

**XXIV. Cost Principles**

The HPHA shall utilize standard cost principles at chapter 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 State and Federal law.

**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**

## Section 2 Specifications

### I. Introduction

#### A. Purpose or Need

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administrative purposes only. The HPHA's role is to address the housing needs of low income families in Hawaii. The HPHA seeks to procure security services to meet the agency's goal of providing safe, sanitary, and decent housing.

The purpose of this IFB is to competitively procure security services to be provided on a regular schedule to the Various Low Income Public Housing Properties located on the Island of Oahu.

#### B. Area of Service

The Successful Bidder(s) shall be required to certify that it is capable of providing services to all properties under each group during the initial Contract period and all applicable option periods. The properties are listed below:

Group No.	Asset Management Project	Property & Address
I	31	Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819
II	32	Mayor Wright Homes (1003), 521 North Kukui Street, Honolulu, Hawaii 96817
III	35	Punchbowl Homes (1011), 730 Captain Cook Ave., Honolulu, Hawaii 96813
	35	Kalanihua (1024) 1220 Aala Street, Honolulu, Hawaii 96817
	35	Makamae (1046) 21 South Kuakini Street, Honolulu, Hawaii 96813

See Attachment 3.

#### C. Funding Source and Period of Availability

Funds are subject to appropriation by the State Director of Finance and/or United States Congress and allocation by the Governor, State Legislature

and/or the United States Department of Housing and Urban Development. Funding and period of availability may change upon notice to the HPHA.

**It is understood that no award shall not be binding unless the HPHA and/or the State Comptroller indicate that there is available an 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 appropriations or special fund revenues. Any use of Federal funds may require the prior written approval of the U.S. Department of Housing and Urban Development.

If there should be insufficient funds for any portion of the remaining Contract period beyond the initial 12-month period ending May 1, 2017, 12:00 p.m. the HPHA may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for services, charges for special events, emergency services, administrative or judicial hearings or other schedule changes using available State or Federal funding sources. Any additional services purchased under the terms of the Contract resulting from this IFB shall be at the same or similar contracted rates.

## **II. General Requirements**

### **A. Specific requirements**

1. The Successful Bidder shall comply with the chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. Interested bidders are advised that if awarded a Contract under this solicitation, the Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of chapter 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. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business") as follows:

**Hawaii business.** A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. 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 (BREG). A Hawaii business, which is a sole proprietorship, however, is not required to register with the BREG, and therefore it is not required to submit the certificate. A Successful Bidder's status as 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 Hawaii business; OR

- ii. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business") as follows:

**Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii 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 HPHA 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. Certifications of Eligibility
- 5. All Bidders shall, upon award of the Contract, furnish proof of compliance with the requirements of chapter 3-122-112, HAR, to the HPHA to demonstrate compliance with Federal and State laws:
  - a. Tax Clearance, Form A-6;
  - 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/federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows a business to register online through a simple wizard interface at:

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

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

6. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, 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.

7. Insurance Requirements

Within fifteen (15) days after award of the 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 minimum insurance coverage requirements.

The Successful Bidder shall maintain insurance acceptable to the HPHA in full force and effect throughout the term of this Contract. The policies of insurance maintained by the Contractor shall provide the following minimum insurance coverage:

<u>Coverage</u>	<u>Limit</u>
<b>Commercial General Liability</b> (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR  Combined single limit of <u>\$2,000,000.00</u> .

**Workers Compensation**  
as required by applicable  
State laws.

Insurance to include Employer's Liability.  
Both such coverages shall apply to all  
employees of the Contractor and (in case  
any sub-contractor fails to provide  
adequate similar protection for all his  
employees) to all employees of sub-  
contractors.

To satisfy the minimum coverage limits 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 Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

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 clauses:

"The State of Hawaii, the Hawaii Public Housing Authority (HPHA), its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respect to operations performed for the State of Hawaii and HPHA under the Contract."

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

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit with the HPHA, valid certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of the Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, 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 HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of the 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 the Contract.

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

The Successful Bidder 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.

8. No performance or payment bond is required.
9. 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 actions shall include, without limitation, 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.

10. Business Office

The Successful Bidder shall have a permanent office in the State of Hawaii from where he/she conducts business and where an authorized representative will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m., HST, to address complaints or requests that need immediate attention. See Attachment 16. An answering service is not acceptable. The permanent office location and phone number shall be stated in the bid offer form.

11. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under the resulting contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to the resulting contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As

evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice describing the section 3 preference shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Bidder will not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Successful Bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the Contract for default, and debarment or suspension from future HUD assisted contracts.

A bid security deposit is not required for this IFB.

**B. Single or Multiple Contracts to be Awarded**

Single                       Multiple                       Single & Multiple

**C. Single or Multi-term Contracts to be Awarded**

Single term (≤ 1 yr.)                       Multi-term (> 1 yrs.)

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 State)
Maximum length of contract:	Up to 36 months

The initial period shall commence on the May 1, 2016, 12:01 p.m. or upon written Notice to Proceed. The following conditions must be met for an extension:

1. The Successful Bidder experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services up to 24 months with no single extension period to exceed 12 months. Contract extensions shall be awarded as agreed upon in the Primary Contract and in accordance with the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The Successful Bidder must obtain HPHA approval in writing and a notice to proceed with the extension; and
5. The necessary State and/or Federal funds are available and have been allotted for an extension; and
6. The HPHA may be required to obtain HUD approval if HUD federal funds are to be used; and
7. The HPHA has determined that the Successful Bidder has satisfactorily provided services over the current Contract term.

The Primary Contract is being executed for a 12-month period beginning May 1, 2016, 12:01 p.m. and ending on May 1, 2017, 12:00 p.m.

The option to extend the Contract will be exercised at the sole discretion of the HPHA. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid offer, unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall pay the State of Hawaii general excise tax and all other applicable taxes.

**D. Statutory Requirements of Section 103-55, HRS**

Interested bidders shall complete and submit the attached wage certification by which the interested bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

Interested bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders 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 obligated to provide wages no less than those increased wages.

The HPHA has determined that work to be done under this Contract is similar to a Security Officer I (BU 03/SR-13) at entry level. Effective July 1, 2014 the prevailing basic hourly wage is \$15.61. Effective January 1, 2017, the prevailing basic hourly wage is \$15.85. See Attachment 14.

**E. Bid Price**

The total bid price per hour shall be the all inclusive hourly cost to the HPHA, including all applicable taxes, for providing the services specified. The bid price per hour shall be applicable to security services provided during and after work hours. The HPHA is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees. Interested bidders should account for any published wage increases in their bid offer. The State shall not approve requests for contract adjustments 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.

The interested bidder's bid price shall include all administrative and personnel costs and any increase in cost for benefits required by law that are automatically increased as a result of increase wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The successful bid shall be determined by the total bid price for regular security officer hours, special events and administrative/judicial hearing security officer hours for the initial 12-month period, option year one (1) and option year two (2).

At the release of this bid solicitation, the effective wages beginning July 1, 2014 and January 1, 2017, for State employees performing similar work are known. 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 Bidder's employees performing the work, including any increase in costs for benefits required by law that are

automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder 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 will not be considered.
2. At the time of the request, the Successful Bidder must have provided documentation to show that it is in compliance with section 103-55, HRS, and its employees are being 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 an increase must be made in writing to the HPHA on a timely basis:
  - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will 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. Request for increase for an option period of the Contract must be made prior to the start of the option period. The Successful Bidder is to call the Contract Administrator listed in Section 1 of this Invitation For Bids 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/wp-content/uploads/2013/06/bu0304\\_07012014\\_wp.pdf](http://dhrd.hawaii.gov/wp-content/uploads/2013/06/bu0304_07012014_wp.pdf)

[http://dhrd.hawaii.gov/wp-content/uploads/2013/06/0304\\_SalarySchedule\\_01012017.pdf](http://dhrd.hawaii.gov/wp-content/uploads/2013/06/0304_SalarySchedule_01012017.pdf)

#### **F. Price Adjustment by the State**

The Successful Bidder shall agree to make changes to the security schedules, when requested by the HPHA, if there is a need for an increase/decrease in security that are due to circumstances that cannot be predicted at the time of this IFB. Changes to the security schedule may include an increase/decrease in the number of hours per day and/or an increase/decrease in the number of security personnel per day.

Special Events. The Successful Bidder shall agree to make unscheduled changes to security schedules, when requested by the Officer-In-Charge for special events that need increased security. 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 limitation, an increase in criminal activity or an increase in gang activity during such holidays as Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

The bid price per hour for special events shall not exceed the bid price per hour for regularly scheduled security services. The anticipated number of special event hours is estimated. This does not mean to imply that the HPHA will utilize these definite amounts. The HPHA reserves the right to request/require additional hours at the same bid price. The Officer-In-Charge shall coordinate the dates and times and provide no less than 48 hours notice to the Successful Bidder.

Charges for special event hours shall be submitted on a separate invoice and will be paid out through other means, such as a State purchase order.

Appearing at Administrative or Judicial Hearings. The Successful Bidder agrees that security personnel shall appear at administrative or judicial proceedings to provide testimony, when requested by the Officer-In-Charge. The bid price per hour for appearing for administrative or judicial hearings shall not exceed the bid price per hour for regularly scheduled security services. The projected number of administrative or judicial hearing hours is estimated. This does not mean to imply that the HPHA will utilize these definite amounts. The HPHA reserves the right to request/require additional hours at the same bid price.

Charges for administrative and/or judicial hearings hours shall be submitted on a separate invoice and will be paid out through other means such as State purchase order.

Emergency Services. The Successful Bidder agrees to make unscheduled changes to the security services, when requested by the Officer-In-Charge in emergency situations. Changes to the security schedule increase the 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 per hour for regularly scheduled security services at a rate higher than 1.5 times the regular rate. A bid offer for emergency hours that is submitted at higher than 1.5 times the regular rate shall be considered non-responsive. The HPHA shall provide at least two (2) hours notice to the Successful Bidder.

Charges for emergency hours shall be submitted on a separate invoice and will be paid out through other means such as State purchase order.

### III. Scope of Work

Work included in the Contract shall consist of furnishing and paying for labor, equipment, supplies and all related administrative and personnel costs, as necessary, in PROVIDING SECURITY SERVICES AT VARIOUS PUBLIC HOUSING PROPERTIES ON THE ISLAND OF OAHU, in accordance with these provisions, the specifications, General Conditions, and procedural requirements, included and/or referenced in this IFB.

The HPHA reserves the right to change the period of coverage for the service activities listed below, including without limitation to the number of officers per shift and the number of hours per shift.

#### A. Service Activities (Minimum and mandatory tasks and responsibilities)

1. The Successful Bidder shall provide the following security services at the property listed below:

##### **Group I – AMP 31, Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819**

##### a. Kalihi Valley Homes - Gate Guard

##### i. The Successful Bidder shall:

- a. Provide one (1) security officer at Gate A or as determined by the HPHA seven (7) days a week, including State holidays, unless otherwise instructed by the HPHA.
- b. Stop, monitor and check incoming vehicles for valid Kalihi Valley Homes vehicle parking decal or special parking pass/permit, unless otherwise instructed in writing by the HPHA. Security officers should check for valid driver's license, vehicle registration, safety check and insurance before allowing entry to the property. Security officers shall issue temporary guest permit(s) identifying the visitor(s), make/model and license plate of vehicle, and name of the tenants' unit residing at the property; this information shall be maintained in the Gate Guard's daily entry log.

Exceptions are: The City and County of Honolulu Handivan police/sheriff/postal/refuse/fire/ambulance vehicles, HPHA State vehicles and private vehicles operated by HPHA staff. The HPHA staff entering with a private vehicle shall be required to produce a valid HPHA issued identification. The City and County of Honolulu Handivan shall be allowed entry for pick up and drop off upon evidence that the occupant(s) is a tenant, household member, or guest of

tenant, of Kalihi Valley Homes unless otherwise instructed by the HPHA.

- c. Provide uninterrupted traffic control services throughout each day for the duration of the Contract. Maintain daily log of vehicular traffic in and out of the property as prescribed by the Officer-In-Charge.
- d. Allow entry to vendors or individuals having official business with the HPHA or as instructed in writing by the HPHA.
- e. Prohibit all vehicles and/or pedestrians with unapproved live animals aboard to enter the premises. Unapproved animals are defined as pets owned by guests of a tenant, or do not have a current HPHA pet permit. This does not apply to HPHA pet approved assistance or service animals that have a permit and reside in public housing or that visit public housing properties in accordance with the HPHA's Pet Policy revised 10/1/15. See Attachment 18.

- ii. The period of coverage shall be tentatively as follows:

Sunday through Saturday [(one) 1 security officer/shift]  
24 hours per day

The HPHA reserves the right to increase or decrease the period of coverage.

b. Kalihi Valley Homes - Roving Bike Patrol

- i. The Successful Bidder shall:

- a. Provide roving bike patrol tours seven (7) days a week, including State holidays. The tentative period of coverage shall be as follows:

Sunday through Saturday (one (1) security officer/shift)  
7:00 a.m. to 3:00 p.m. eight (8) hours

Sunday through Saturday (two (2) security officers/shift)  
3:00 p.m. to 11:00 p.m. eight (8) hours  
11:00 p.m. to 7:00 a.m. eight (8) hours

- b. Conduct a minimum of eight (8) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and entire grounds per eight (8) hour shift following a pre-approved plan. Additional rounds shall be based on the Successful Bidder's assessment and need or as requested by the Officer-In-Charge.

Unusual situations which would alter the number of rounds shall be recorded in a log book. Any incidents or damages involving vandalism, graffiti, and any other criminal activity shall be reported in writing to the Officer-In-Charge.

- c. The HPHA shall provide a Watchman Recording Device, Detex or equal and up to 24 check points which will control and monitor the rounds. The HPHA shall be responsible for all costs and maintenance of the recording device. The HPHA reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations identified criminal as hot spots.

**Group II – AMP 32, Mayor Wright Homes (1003) 521 N. Kukui Street, Honolulu, Hawaii 96817**

- a. Vehicle/Pedestrian Gate Guard: Gate 1 – Liliha Street

- i. The Successful Bidder shall:

- a. Provide one (1) security officer at Gate 1 – Liliha Street/seven (7) days a week including State holidays, unless otherwise instructed by the HPHA.
- b. Stop, monitor and check incoming vehicles for valid Mayor Wright Homes vehicle parking decal or special parking pass/permit, unless otherwise instructed in writing by the HPHA. Security officers should check for valid driver's license, vehicle registration, safety check and insurance before allowing entry to the property. Security officers shall issue temporary guest permit(s) identifying the visitor(s), make/model and license plate of vehicle, and name of the tenants' unit residing at the property; this information shall be maintained in the Gate Guard's daily entry log.

Exceptions are: The City and County of Honolulu Handivan police/sheriff/postal/refuse/fire/ambulance vehicles, HPHA State vehicles and private vehicles operated by HPHA staff. The HPHA staff entering with a private vehicle shall be required to produce a valid HPHA issued identification. The City and County of Honolulu Handivan shall be allowed entry for pick up and drop off upon evidence that the occupant(s) is a tenant, household member, or guest of tenant, of Mayor Wright Homes unless otherwise instructed by the HPHA.

- c. Provide uninterrupted traffic control services throughout each day for the duration of the Contract. Maintain a daily

log of vehicular traffic in and out of the property as prescribed by the Officer-In-Charge.

- d. Instruct guests or any Mayor Wright Homes tenant who is unable to produce the proper identification to enter through Gate 2 – Pua Lane, or as instructed in writing by the HPHA.
  - e. Allow entry to vendors or individuals having official business with the HPHA.
  - f. Prohibit all vehicles and/or pedestrians with unapproved live animals aboard to enter the premises. Unapproved animals are defined as pets owned by guests of a tenant, or do not have a current HPHA pet permit. This does not apply to HPHA pet approved assistance or service animals that have a permit and reside in public housing or that visit public housing properties in accordance with the HPHA's Pet Policy revised 10/1/15. See Attachment 18.
- ii. The period of coverage shall be tentatively as follows:

Sunday thru Saturday [(one) 1 security officer/shift]  
24 hours per day

The HPHA reserves the right to increase or decrease the period of coverage.

b. Mayor Wright Homes - Vehicle/Pedestrian Gate Guard: Gate 2 – Pua Lane

- i. The Successful Bidder shall:
  - a. Provide one (1) security officer at Gate 2 – Pua Lane/seven (7) days a week including State holidays, unless otherwise instructed by the HPHA.
  - b. Allow police/fire/ambulance vehicles to enter the premises.
  - c. Allow entry to vendors or individuals having official business with the HPHA or as instructed in writing by the HPHA.
  - d. Allow entry of household movers or deliveries to tenants entry after the mover or delivery person provides required information as specified by the Officer-In-Charge.
  - e. Stop and check all incoming pedestrians for identification to verify identity of person, whether the person is a tenant, household member or visitor, and if a visitor, the unit to be visited. Check guest log to verify and issue guest pass unless otherwise instructed in writing by the HPHA.

- f. If guest is not listed on the guest log, obtain authorization from tenant to authorize guest entry onto the premises, unless otherwise instructed by the HPHA. Log and issue guest pass, unless otherwise instructed in writing by the HPHA.
- g. All guest passes shall be retrieved from person exiting the premises, unless otherwise instructed in writing by the HPHA.
- h. Tenants with a valid Mayor Wright Homes identification shall be allowed on the property through Gate 2 – Pua Lane, unless otherwise instructed in writing by the HPHA.
- i. Prohibit all pedestrians with unapproved live animals aboard to enter or remain parked on the property, unless otherwise instructed in writing by the HPHA. Unapproved animals are defined as pets owned by guests of a tenant, or do not have a current HPHA pet permit. This does not apply to HPHA pet approved assistance or service animals that have a permit and reside in public housing or that visit public housing properties in accordance with the HPHA's Pet Policy revised 10/1/15. See Attachment 18.
- ii. The period of coverage shall be tentatively as follows:

Sunday thru Saturday [(one) 1 security officer/shift]  
24 hours per day

The HPHA reserves the right to increase or decrease the period of coverage.

c. Mayor Wright Homes – Pedestrian Gate Guard – Liliha Street/ King Street

- i. The Successful Bidder shall:
  - a. Provide one (1) security officer at Gate 3 – Liliha Street/ King Street/seven (7) days a week including State holidays, unless otherwise instructed in writing by the HPHA.
  - b. Stop and check all incoming pedestrians for valid identification to ensure the individual is a current tenant of Mayor Wright Homes. No guests shall be allowed entry to the property through Gate 3 – Liliha Street/ King Street, unless otherwise instructed in writing by the HPHA.
  - c. Direct visitors to Gate 2 – Pua Lane for admittance onto the property, unless otherwise instructed in writing by the HPHA.

d. Open and close the entry gates as instructed in writing by the Officer-In-Charge.

ii. The period of coverage shall be tentatively as follows:

Sunday thru Saturday [(one) 1 security officer/shift]  
5:30 a.m. to 10:00 p.m.; sixteen and one half (16 ½) hours

The HPHA reserves the right to increase or decrease the period of coverage.

d. Mayor Wright Homes – Roving Bike Patrol

i. The Successful Bidder shall:

a. Provide roving bike patrol tours seven (7) days a week, including State holidays. The tentative period of coverage shall be as follows:

Sunday thru Thursday [(one) 1 security officer/shift]  
4:00 p.m. – 12:00 a.m.; eight (8) hours

Friday and Saturday [(two) 2 security officers/shift]  
4:00 p.m. – 12:00 a.m.; eight (8) hours

b. Conduct a minimum of one (1) complete round of all administrative and community facilities, residential building, stairwells, parking lots, common areas, refuse areas and entire grounds per eight (8) hour shift following a pre-approved plan. Additional rounds shall be based on the Successful Bidder's assessment and need or as requested in writing by the Officer-In-Charge.

Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages involving vandalism, graffiti, and any other criminal activity shall be reported in writing to the Officer-In-Charge.

c. The HPHA shall provide a Watchman Recording Device, Detex or equal and up to 14 check points which will control and monitor the rounds. The HPHA shall be responsible for all costs and maintenance of the recording device. The HPHA reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or crime hot spots.

**Group III – AMP 35, Punchbowl Homes (1011) 730 Captain Cook Avenue, Honolulu, Hawaii 96813**

a. Punchbowl Homes – Roving Foot Patrol

- i. The Successful Bidder shall:
- a. Provide roving foot patrol tours seven (7) days a week, including State holidays. The tentative work schedule shall be as follows:

Sunday thru Saturday [one (1) security officer/shift]

5:00 p.m. – 11:00 p.m.; six (6) hours

11:00 p.m. – 7:00 a.m.; eight (8) hours

- b. Conduct a minimum of five (5) complete rounds of all administrative and community facilities, residential building, stairwells, parking lots, common areas, refuse areas and entire grounds per shift with at least one (1) round per shift following a pre-approved plan or as determined by the HPHA. Additional rounds shall be based on the Successful Bidder's assessment and need or as requested in writing by the Officer-In-Charge.

Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages involving vandalism, graffiti, and any other criminal activity shall be reported in writing to the Officer-In-Charge.

- c. The HPHA shall provide a Watchman Recording Device, Detex or equal and up to 24 check points which will control and monitor the rounds. The HPHA shall be responsible for all costs and maintenance of the recording device. The HPHA reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or identified criminal hot spots.

**Group III – AMP 35, Makamae Homes (1046) 21 S. Kukui Street, Honolulu, Hawaii 96813**

a. Makamae Homes – Roving Foot Patrol

- i. The Successful Bidder shall:
- a. Provide roving foot patrol tours seven (7) days a week, including State holidays. The tentative period of coverage shall be as follows:

Sunday thru Saturday [one (1) security officer/shift]

8:00 a.m. – 4:00 p.m.; eight (8) hours

4:00 p.m. – 12:00 a.m.; eight (8) hours

12:00 a.m. – 8:00 a.m.; eight (8) hours

- b. Conduct a minimum of six (6) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and entire grounds per shift with at least one (1) round per shift following a pre-approved plan or as determined by the HPHA. Additional rounds shall be based on the Successful Bidder's assessment and need or as requested in writing by the Officer-In-Charge.

Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages involving vandalism, graffiti, and any other criminal activity shall be reported in writing to the Officer-In-Charge.

- c. The HPHA shall provide a Watchman Recording Device, Detex or equal and up to 14 check points which will control and monitor the rounds. The HPHA shall be responsible for all costs and maintenance of the recording device. The HPHA reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or identified criminal hot spots.

- ii. The period of coverage shall be tentatively as follows:

Sunday thru Saturday [(one) 1 security officer/shift] 24 hours per day

The HPHA reserves the right to increase or decrease the period of coverage.

**Group III – AMP 35, Kalanihuia Homes (1024) 1220 Aala Street, Honolulu, Hawaii 96817**

- a. Kalanihuia Homes – Roving Foot Patrol

- i. The Successful Bidder shall:

- a. Provide roving foot patrol tours seven (7) days a week, including State holidays. The tentative work schedule shall be as follows:

Sunday thru Saturday [one (1) security officer/shift] 10:00 p.m. – 2:00 a.m.; four (4) hours

- b. Conduct a minimum of three (3) complete rounds of all administrative and community facilities, residential building,

stairwells, parking lots, common areas, refuse areas and entire grounds per shift with at least one (1) round per shift following a pre-approved plan or as determined by the HPHA. Additional rounds shall be based on the Successful Bidder's assessment and need or as requested in writing by the Officer-In-Charge.

Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages involving vandalism, graffiti, and any other criminal activity shall be reported in writing to the Officer-In-Charge.

- c. The HPHA shall provide a Watchman Recording Device, Detex or equal and up to 14 check points which will control and monitor the rounds. The HPHA shall be responsible for all costs and maintenance of the recording device. The HPHA reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or crime hot spots.
2. The Successful Bidder shall also provide the following services for the initial Contract period and during any option period:
    - a. Investigate all disturbances and incidents that were observed or reported. Endeavor to abate nuisances and disturbances when possible, using tact and prudent judgment to prevent or minimize disorder, quell disturbances and maintain law and order. Investigation and follow up shall include, without limitation:
      - i. Be alert for suspicious persons and/or vehicles, vandalism to the HPHA property, buildings, and parking areas and resident's property.
      - ii. Report all fires to the Honolulu Fire Department and site management.
      - iii. Enforce lease provisions pursuant to governing federal public housing under Chapter 356D, HRS, Chapter 17-2028, Hawaii Administrative Rules (HAR) and all other applicable HAR rules. See Attachment 15.
      - iv. Appropriately respond to HRS criminal violations, which include without limitation to possessing or drinking alcoholic beverages in HPHA common area (section 281-78, HRS), engaging in disorderly conduct such as unreasonable noise or fighting/threatening behavior (section 711-1101, HRS), criminal trespass, assault, harassment, and criminal property damage.
      - v. Enforce traffic and speed limit signs.
      - vi. Use tact and judgment to prevent disorder, quell disturbances and maintain law and order.
    - b. Determine the need for and summon the Honolulu Police

Department (HPD) when intervention or arrest is necessary. Cooperate with and assist the police and testify in court or administrative hearings when required.

- c. Monitor parked vehicles on the project premises and initiate action to tow vehicles from the property as instructed by the Officer-In-Charge. Conduct visual inspection of parking areas for current parking decals and suspicious activities.
- d. The Successful Bidder may act on behalf of the Officer-In-Charge to issue a written trespass warning, either verbally or in writing as instructed in writing by the Officer-In-Charge, where deemed appropriate. The Successful bidder shall cooperate with the Honolulu Police Department (HPD) pertaining to issuance and/or enforcement of trespass notices. The Officer-In-Charge shall provide written guidelines to the Successful Bidder on issuance of trespass warnings.
- e. Maintain confidentiality of all documents viewed or information gathered during the performance of every security officer's duties, including discussing with the residents the details of incidents on the property, unless the express written consent of the Officer-In-Charge is provided.
- f. Cooperate with local law enforcement on crime and drug prevention issues in and around the property.

### 3. Community Support

On a monthly basis, the Successful Bidder shall provide a supervisor to participate in a two (2) hour community walk with the HPHA Management Office and/or a community group. If no community walk exists, the supervisor shall conduct its own walk. At the discretion of the HPHA, the HPHA may require the walk to take place in the presence of personnel authorized by the HPHA. The purpose of the walk is to receive input from the HPHA management staff, tenants, and/or community volunteers.

### 4. Reporting Requirements:

- a. Prepare and submit incident reports to the HPHA, covering in detail all disturbances, incidents and violations of the HPHA administrative rules and lease 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 including all security officers and unit numbers and shall be in a format to be specified by the HPHA. Copies of the incident reports shall be delivered daily to the Officer-In-Charge and Contract Administrator or his/her designated representative.

- b. Prepare and submit daily printout of Watchman Recording Device, Detex, or equal of check points on a bi-weekly basis to the Contract Administrator.
- c. Submit written reports of incidents and every security officer's follow-up action taken to the Officer-In-Charge or his/her designated representative.

## 5. Equipment Requirements

- a. The Successful Bidder shall provide each roving patrol officer with a bicycle, applicable equipment and be responsible for the maintenance of the bicycle.
- b. All security officers shall be uniformed with their name tags easily visible and without sidearms. Uniforms shall be well-maintained and properly worn.
- c. The Successful Bidder shall provide each security officer with a walkie-talkie with hands-free capability. The Successful Bidder shall also provide each security officer with a cellular phone, digital and/or other appropriate means of communication, flashlight, digital and/or Polaroid camera and appropriate gear for inclement weather.
- d. The Successful Bidder shall also provide the security supervisor/ dispatcher with a cellular phone or other appropriate means of communication. The Successful Bidder shall ensure that the tenants will have access to a direct line or other appropriate means to the Security Officers for emergencies. The Successful Bidder may post a central dispatch number for tenants to contact.
- e. The Successful Bidder shall be responsible for all equipment costs and maintenance of the cellular phone(s) and/or other appropriate means of communication.

## 6. Facilities

The HPHA shall provide restroom facilities, where possible, within the property and may provide space which may include electricity, internet access, and telephone. The Successful Bidder shall be responsible for the daily upkeep of assigned space(s). The Successful Bidder shall also be responsible for any damage to the facilities caused by the Successful Bidder's personnel.

## **B. Management Requirements & Qualifications (Minimum requirements)**

### **1. Personnel**

- a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications. The Successful Bidder shall provide documentation with its Bid Offer Form to verify that its security personnel has met the licensing requirements pursuant to section 463-10.5, HRS, and have at least one (1) year of relevant experience in law enforcement and/or security. See Attachment 17.
- b. The Successful Bidder's security officers shall be required to attend an orientation conducted by the HPHA prior to the start of services.
- c. The Successful Bidder's supervisor shall have a minimum of two (2) years of experience with law enforcement and/or security.
- d. The Successful Bidder shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
- e. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property and shall instruct security personnel to fully cooperate with the Officer-In-Charge. Security personnel shall refrain from socializing or fraternizing with the residents of the property sites while on-duty.
- f. The Successful Bidder shall not assign a security officer to a property where his/her or their immediate family currently reside.
- g. Security personnel shall not enter any occupied dwelling unit, except in the case of an emergency or with the written consent of the HPHA, the Officer-In-Charger or his/her designated representative.
- h. The Successful Bidder agrees to remove any of its employees from servicing or providing services to the HPHA, upon request in writing by the Officer-In-Charge. At the request of HPHA, the Successful Bidder shall remove forthwith and shall not employ in any portion of the contracted work, any person who, in the opinion of HPHA, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public or is subject to an administrative investigation by the HPHA for alleged misconduct while performing his/her duties.

- i. The Successful Bidder agrees to relieve any security officer if arrested for any criminal activity, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform security duties pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under the Contract.
- j. The Successful Bidder shall ensure that no security officer employed under the Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any state or federal public housing.
- k. The Successful Bidder shall inform the Officer-In-Charge of all security officers employed under the Contract who is a registered sex offender.
- l. 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 employed under the Contract shall be under the supervision of the Successful Bidder.
- m. Security personnel shall refrain from having personal visitors and from socializing while on-duty. Telephone calls will be limited to emergencies.
- n. The Successful Bidder shall ensure that all information, documents, or materials viewed, discussed or provided to security personnel in the line of duty shall be treated as confidential. Security personnel shall refrain from providing confidential information to the tenants and the general public without express written consent of the HPHA.
- o. The Successful Bidder shall select only those individuals capable of demonstrating the following:
  - i. Ability to exercise good judgment;
  - ii. Maturity in conduct and attitude;
  - iii. Ability to communicate in English, both verbally and in writing, and read instructions; and
  - iv. Courteous to members of the public and the HPHA employees, as well as tolerant in their interactions with others, and well-groomed and neat in appearance.
- p. Each Security Officer must maintain a satisfactory level of drug-free general health at all times to work under this Contract. The following are the minimum physical requirements:
  - i. Security officers must be able to hear at normal conversational level. A hearing aid may be used to meet this requirement.

- ii. Security officers must be physically able to serve a normal shift walking, riding, standing, manning posts, using stairs or elevators, and any required operating motor vehicles.
- iii. Correctable vision to 20/20 in each eye.
- q. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin.

The Successful Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to sex, race, creed, color, or national origin. Such action shall include, without limitation, 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 provisions similar to the foregoing in all subcontracts.

- r. Smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The Successful Bidder agrees and shall adhere to this no-smoking prohibition while on HPHA property. Such violation may be considered a breach of the Contract and result in suspension or termination.
- s. The Successful Bidder understands and agrees that the HPHA 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, at a minimum, quarterly meetings with the Contract Administrator and/or Officer-In-Charge, or unless otherwise specified by the Contract Administrator. The day and time to be specified by the Contract Administrator and/or Officer-In-Charge.
- b. Each month the Officer-In-Charge and/or Contract Administrator shall submit a written report to the Successful Bidder listing any discrepancies or contract violation(s) which need correction. These discrepancies or contract violation(s) shall be corrected by the next reporting period to avoid delays in payment issuance or for payment adjustment purposes.
- c. Administrative Policies

The Successful Bidder shall maintain its own written 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. Standards of Conduct;
- v. Fair Housing; and
- vi. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their written 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 limitation, to the following:

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

The Successful Bidder shall insert provisions similar to the foregoing in all subcontracts.

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations set forth in 24, CFR, Subtitle A, Part I.I et seq.

### 3. Payment

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

All compensation claims shall be subject to the following:

- a. Section 103-10, HRS, provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

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

Hawaii Public Housing Authority  
Attn: Property Management and Maintenance Services Branch  
1002 N. School Street  
Honolulu, HI 96817

Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes of this paragraph, the Successful Offeror's invoice date shall not be considered.

- c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be processed in accordance with section 103-10, HRS, upon certification by the Officer-In-Charge or designee that the Successful Bidder has satisfactorily performed the services specified.

Payment shall be made on the basis of actual man-hours performed by the Successful Bidder. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed when a guard fails to report for duty or reports late.

Charges for special event hours, administrative or judicial hours or emergency service hours shall be submitted on a separate invoice and will be paid out through other means, such as a State purchase order.

- d. The Successful Bidder shall submit invoices for payment not earlier than the first of each month, listing dates, security officer names and man-hours of guard services rendered for the previous month. All charges for any additional work shall be described, and the charges shall be computed at the contracted rate per hour on a separate invoice.
- e. Invoice for the month of June shall be submitted to the HPHA by the 15<sup>th</sup> of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.
- f. For final payment, the Successful Bidder must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). A copy of the Form is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the chapter 103D, HRS link.

The Successful Bidder is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green

certified copy stamp, must accompany the invoice for final payment on the Contract. A valid HCE "Certificate of Vendor Compliance" in lieu of the tax clearance is acceptable.

#### **IV. Performance Monitoring & Remedies**

##### **A. Monitoring**

1. The performance of work shall be monitored by the Officer-In-Charge and Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods.
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to directly assess the Successful Bidder.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation for Bids, and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct this cost moneys due or that may thereafter become due the Successful Bidder. In case money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all 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. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations 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 Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to the Successful Bidder. In the event money due the Successful Bidder is

insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

**C. Termination**

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

(END OF SECTION)

# **Section 3**

## **Forms and Instructions**

## Section 3 Forms and Instructions

### General Instructions for Completing Forms

- a. *Bid offers shall be submitted to the HPHA in the prescribed format outlined in this IFB.*  
**Note:** *Bid offers submitted using re-created forms or other forms shall be rejected and deemed non-responsive.*
- b. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- c. *A written response is required for each item unless indicated otherwise.*
- d. *Bid documents, and all certifications should be completed with black ink.*

#### I. Bid Offer Form

The Bid Offer form must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. See Attachment 2. Electronic mail and facsimile transmissions shall not be accepted.

Bidders shall submit their bid offer under the bidder's exact legal name that is registered with the State Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the bid offer form. Failure to do so may delay proper execution of the Contract.

Bidders shall certify its ability to provide security services on May 1, 2016, 12:01 p.m. or upon issuance of a Notice to Proceed. The HPHA reserves the right to apply liquidated damages as set forth in Section 2, Paragraph IV. B. of the IFB.

Bidders are reminded to submit the following certifications and documents with their Sealed Bid Offer to the HPHA to demonstrate compliance with Federal and State laws:

- a. Hawaii State Tax Clearance Certificate Form A-6;
- b. Federal Tax Clearance Certificate;
- c. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27;
- d. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG)
- e. Wage Certificate;
- f. Corporate Resolution evidencing who is authorized to sign the sealed bid offer 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 the Contract if awarded.

Instead of separately applying for these paper certificates at the various state/federal agencies, bidders may register online via Hawaii Compliance

Express (HCE) at <http://vendors.ehawaii.gov/hce/> , and submit the HCE Certificate of Vendor Compliance to provide proof of compliance.

Bidders shall ensure its security officers are licensed and are compliant with section 463-10.5, HRS, throughout the term of the Contract. Bidders shall submit the list of names of the security personnel, guard license number and state the years of experience as a security officer (guard) with their Sealed Bid Offer. **If the list is not included with the bid offer, it shall automatically be rejected.** See Attachment 17.

**The bidder's authorized signature shall be an original signature in ink.** If the Bid Offer Form on page 1 is unsigned or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected unless waived by the HPHA pursuant to 3-122-31(c)(1)(B), HAR.

Bidders shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall pay the State of Hawaii general excise tax and all other applicable taxes.

A bid security deposit is not required for this IFB. Security costs shall indicate costs for security, including personnel costs, including benefits and necessary insurance and administrative costs, including supervisor salaries.

The successful bid shall be determined by the total bid price for regular security officer hours, special events hours, and administrative/judicial hearing hours for the initial 12-month period, including option year one (1) and option year two (2).

The option to extend the Contract will be at the sole discretion of the HPHA and if determined to be in the best interests of the State. The Contract shall be extended at the same rates as proposed in the original bid unless price adjustments are provided herein.

## II. HUD Forms

### A. Instructions to Offerors Non-Construction, form HUD 5369-B

The form HUD 5369-B is provided for bidder's information and reference.

Form HUD 5369-B is attached to this IFB and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 12.

### B. Certification and Representations of Offerors, form HUD 5369-C

Form HUD 5369-C must be signed and submitted to the HPHA with the bid form by the required due date and time, and in the form prescribed by the state purchasing agency. The certification must be signed and dated by an authorized representative. Any certification altered or modified shall not be accepted.

Form HUD 5369-C is attached to this IFB and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 13.

**C. General Conditions, form HUD 5370-C**

Form HUD 5370-C is attached and provided for bidder's information and reference. See Attachment 11.

**III. General Conditions**

The State of Hawaii's General Conditions of the Contract are attached for the interested bidder's review and information. See Attachment 10. The General Conditions shall be incorporated into the Contract with the Successful Bidder in addition to the above referenced Form HUD 5370-C General Conditions.

**IV. Acknowledgement of Addenda**

Bidders are reminded to submit a statement acknowledging and identifying that all addenda to this IFB issued by the HPHA have been received by the interested bidder. If no addenda have been received, a statement to that effect should be included. Alternatively, complete and submit with the Bid Offer form the Acknowledgement of Addenda form. See Attachment 20.

(END OF SECTION)

**Section 4**  
**Bid Evaluation & Award**

## **Section 4 Bid Evaluation & Award**

### **I. Bid Evaluation**

All bid offers received by the due date and time will be reviewed by the HPHA. 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 responsible and responsive bidder submitting the lowest grand total base bid price, which includes the price for the initial 12-month period, option year one (1) and option year two (2) for each group. To be considered a responsive bid and eligible for an award, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB. A bidder is not required to submit a bid for all groups.

The option to extend the Contract will be at the sole discretion of the HPHA. Nothing in this IFB shall be construed or interpreted to mean that the HPHA is obligated to exercise the option periods. The Contract may be extended without the necessity of rebidding at the same rates as proposed in the original bid, unless price adjustments are made and conditions are met as described in Section 2, Specifications of this IFB.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to chapter 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

(END OF SECTION)

## **Section 5 Attachments**

- |   |                          |
|---|--------------------------|
| 1. Wage Certificate   | Due February 26, 2016    |
| 2. Bid Offer Form   | Due February 26, 2016    |
| 3. Asset Management Property Maps   | For Bidder's information |
| 4. Sample Contract Based on Competitive Sealed Bid for Goods and Services (6/22/2009) | For Bidder's information |
| 5. Sample Contract – Attachment S1, Scope of Services                                 | For Bidder's information |
| 6. Sample Contract – Attachment S2, Compensation and Payment Schedule                 | For Bidder's information |
| 7. Sample Contract – Attachment S3, Time of Performance                               | For Bidder's information |
| 8. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service       | For Bidder's information |
| 9. Sample Contract – Attachment S5, Special Conditions                                | For Bidder's information |
| 10. General Conditions, AG-008  | For Bidder's information |
| 11. General Conditions, Federal form HUD 5370-C                                       | For Bidder's information |
| 12. Instructions to Offerors Non-Construction, form HUD 5369-B                        | For Bidder's information |
| 13. Certifications and Representations of Offerors, Form HUD 5369-C                   | Due February 26, 2016    |
| 14. Security Officer Class Specifications/Minimum Qualifications/Salary Schedule      | For Bidder's information |
| 15. Sample HPHA Rental Agreement  | For Bidder's information |
| 16. 2016/2017 Hawaii State Holiday Schedule   | For Bidder's information |
| 17. Sample Format License and Experience List   | For Bidder's information |
| 18. Pet Policy  | For Bidder's information |
| 19. Bid Submittal Checklist   | For Bidder's information |
| 20. Acknowledgement of Addenda  | Due February 26, 2016    |