



Hawaii Public Housing Authority  
State of Hawaii

## IFB PMB-2014-12

Invitation-For-Bids to Furnish Security Services at Kalakaua Homes,  
Makua Alii, Paoakalani Under Asset Management Project 34 on the  
Island of Oahu

*Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority's website, each interested respondent must provide the necessary contact information to the listed IFB Coordinator to be notified of any changes. For your convenience, you may download the IFB Registration Sheet, complete and email, fax or mail to the IFB Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this IFB if a proposal is submitted from an incomplete bid offer.*

Issued April 30, 2014



NEIL ABERCROMBIE  
GOVERNOR



HAKIM OUANSAFI  
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO  
EXECUTIVE ASSISTANT

STATE OF HAWAII  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
HONOLULU, HAWAII 96817

IN REPLY PLEASE REFER TO:

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

INVITATION FOR BIDS (IFB) IFB PMB-2014-12

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 Kalakaua Homes, Makua Alii, and Paoakalani under Asset Management Project 34 on the island of Oahu:**

<b>Asset Management Project 34 (AMP 34)</b>	Kalakaua Homes (1062), 1545 Kalakaua Avenue, Honolulu, Hawaii 96826
	Makua Alii (1012), 1541 Kalakaua Avenue, Honolulu, Hawaii 96826
	Paoakalani (1036), 1583 Kalakaua Avenue, Honolulu, Hawaii 96826

The Invitation for Bids, Specifications, and Bid may be picked up at the HPHA’s Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Wednesday, April 30, 2014.

Sealed bid offers must be received at the HPHA’s Central Files Office located on Oahu at 1002 North School Street, Building D, Honolulu, Hawaii 96817 no later than 10:00 a.m. Hawaii Standard Time (HST) on Wednesday, May 21, 2014. Opening of bids will commence at 10:15 a.m. HST at the HPHA’s Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817 on Wednesday, May 21, 2014.

The HPHA will conduct a Pre-Bid Conference on Wednesday, May 7, 2014 at the Kalakaua Homes Mid-Rise Social Hall, 1545 Kalakaua Avenue, Honolulu, Hawaii 96826 from 9:00 a.m. – 10:00 a.m. HST with a site inspection to follow. All interested bidders are 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.

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 Hawaii Revised Statutes (HRS), Chapter 103D, and the related administrative rules. 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 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 Proposal – Describes the required format and content for the bid.
- Section 4 Bid Evaluation – Describes how the bids will be evaluated by the HPHA.
- 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:

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 listed below:

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

Fax: (808) 832-6039

The HPHA reserves the right to change the IFB Coordinator without prior 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:

James Fernandez  
 Property Management and Maintenance Services Branch  
 1002 North School Street, Bldg. E  
 Honolulu, Hawaii 96817 Telephone: (808) 832-4687  
 Email: [james.m.fernandez@hawaii.gov](mailto:james.m.fernandez@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 of the Officer-in-Charge. The Officer -In-Charge for each specified location is designated as follows:

<b>Asset Management Project #</b>	<b>Property</b>	<b>Office Address</b>	<b>Officer-In-Charge</b>
34	Kalakaua Homes	1545 Kalakaua Avenue Honolulu, Hawaii 96817	Janice Mizusawa Ph: (808) 973-0193
34	Makua Alii	1541 Kalakaua Avenue Honolulu, Hawaii 96817	Janice Mizusawa Ph: (808) 973-0193
34	Paoakalani	1583 Kalakaua Avenue Honolulu, Hawaii 96817	Janice Mizusawa Ph: (808) 973-0193

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	April 30, 2014
Distribution of bid specs/bid form	April 30, 2014
Site inspection period	May 7 – May 15, 2014
Pre-Bid Conference	May 7, 2014
Submission of Questions	May 15, 2014
Response to Questions	May 19, 2014

Bid submittal deadlines	May 21, 2014
Bid Opening	May 21, 2014
Notice of award	May 2014
Contract execution	May/June 2014
Contract start date	July 1, 2014

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 and release 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 Pre-Bid Conference on Wednesday, May 7, 2014 at the Kalakaua Homes Mid-Rise Social Hall, 1545 Kalakaua Ave., Honolulu, Hawaii 96826 from 9:00 a.m. – 10:00 a.m. Hawaii Standard Time (HST).

Prior to submittal of the bid, interested bidders may visit the sites 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.

The HPHA will conduct a site inspection on Wednesday, May 7, 2014 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 Thursday, May 15, 2014.

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 for general direction purposes. Formal official written responses to substantive questions will be provided in writing to each interested bidder as set forth in Section VI herein below no later than Monday, May 19, 2014. Any changes required will be issued as an addendum to the IFB.

**VI. Submission of Questions**

Interested bidders may submit questions to the IFB Coordinator identified in Section III of this IFB as previously listed. The deadline for submission of written questions is 4:30 p.m. HST on May 15, 2014. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA’s responses to the interested bidders’ written questions will be sent to all interested bidders via mail, electronic mail, or facsimile no later than May 19, 2014 or as soon as practicable.

**VII. Submission of Sealed Bids**

**A. Forms/Formats.** Bid Offer forms are attached at Section 5 of this IFB. See Attachment 2.

- B. Bid Submittal.** Sealed bids must be postmarked by United States Postal Service (USPS) or hand delivered by the date and time designated in the procurement timeline. Any bid offers post-marked or received after the designated date and time shall be rejected. Note that postmarks must be by the USPS or the bid offer will be considered hand-delivered and shall be rejected if late. **Electronic mail and facsimile transmissions of the Bid Offer shall not be accepted.**

Bid offers must be submitted in a sealed envelope and properly identified as a sealed bid offer in response to this IFB. Any bid documents not properly sealed or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. Wages and Labor Law Compliance** – Prior to entering into a Contract in excess of \$25,000, the interested 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 such 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 this Contract regarding 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 increases 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 June 30, 2015 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)

- 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 shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall

accompany the bid, be 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 will 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**

Upon receipt of sealed bids by the HPHA at the designated location, bids, modifications to bids, and withdrawals of bids shall be date-stamped, and whenever possible, time-stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the bid submittal deadline. 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 at the bid opening. Bid opening will commence at 10:15 a.m. HST on May 21, 2014 at the HPHA, Contract and Procurement Office, Bldg. D, 1002 North School Street, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA has received a bid offer that was misplaced or mishandled through no fault of the interested bidder, the HPHA shall publicly open the bid offer as soon as possible, and inform all interested bidders about the additional bid offer and the bid price. Said bid offer shall only be opened if there is clear evidence that the bid offer was received by the HPHA by the posted due date, in the possession of the HPHA, and that the bid offer was not properly 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 Section 3-122, Hawaii Administrative Rules (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 at the when it is determined by the HPHA to be in the best interests of the State.

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

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. 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 interested bidder to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested bidders. Mistakes in bids shall be handled as provided for in Section 3-122, HAR.

## **XV. 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 offer is unreasonable in price, if 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 it is determined to be unreasonable in price, including not only the total price of the bid offer, but the prices for individual items as well; or
2. Materially unbalanced. A bid offer is materially unbalanced, if there is a reasonable doubt that the bid offer would result in the lowest overall cost, even though it is the lowest bid offer, or the bid offer 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 bidding is at a very high price for the first item and extremely low for subsequent items.

Any bid offer shall be determined non-responsive, if submitted in a manner which alters the bid offer form or does not conform to the format and instructions provided.

## **XVI. Notice of Award**

**An award shall be made to the responsive and responsible bidder submitting the lowest 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 June 30, 2015 and option year one (1) and option year two (2) as stated on the Bid Offer Form. See Attachment 2. Interested bidders must submit a bid for regular security hours for each site listed in each group to be considered responsive. The award of a Contract shall not be deemed a commitment on the part of the HPHA to automatically exercise any option period; and
2. In the case of a tie, the award shall be made as follows: 1) to the present Contractor (if it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible); or 2) if there is no present Contractor or if the present Contractor is not a tied bidder, 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 as required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the Successful Bidder prior to the Contract start date of July 1, 2014. 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 the Reference Responsibility of Bidder in Section 3-122-112, HAR. 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 herein. See Attachments 10 and 11.

## **XVII. Protests**

An unsuccessful 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.
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement (as indicated below) within five (5) working days of the postmark of the Notice of Non-Award sent to the protestor; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

<b>Head of State Contracting Office</b>		<b>Procurement Officer</b>	
Name:	Hakim Ouansafi	Name:	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

### **XVIII. Availability of Funds**

The award of a Contract and any allowed extension thereof, 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 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 services at Federal low income public housing properties with State funds allocated for purposes other than security services.

### **XIX. 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.

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, but shall continue for the duration of time as deemed necessary by the HPHA.

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

The general conditions of the Contract are included herein as an attachment. The State's general conditions set forth in Attachment 10, may also be found on the SPO website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

Any necessary Special Conditions may be imposed under the Contract by the HPHA. 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 small or major modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

**XXI. Cost Principles**

The HPHA shall utilize standard cost principles at Section 3-123 HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under State and Federal law.

**XXII. Campaign Contributions by State and County Contractors Prohibited**

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with §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 HPHA under Chapter 356D, HRS. The HPHA consolidates all state low income housing functions and is attached to the Department of Human Services for administrative purposes only. The HPHA is a public body and a body corporate and politic. 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 for the federal low income public housing properties under Asset Management Project 34 – Kalakaua Homes, Makua Alii, and Paoakalani located on the island of Oahu.

#### B. Area of Service

The Successful Bidder shall be required to certify that it is capable of providing services to all properties during the primary contract period and the option period(s), if exercised. The properties are as listed below:

##### Asset Mgmt

Project	Property & Address
34	Kalakaua Homes, 1545 Kalakaua Ave., Honolulu, HI 96826
34	Makua Alii, 1541 Kalakaua Ave., Honolulu, HI 96826
34	Paoakalani, 1583 Kalakaua Ave., Honolulu, HI 96826

#### C. Funding source and period of availability

Funds are subject to appropriation by the State's 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.**

If there should be insufficient funds for any portion of the remaining Contract period beyond the initial 12-month period ending June 30, 2015, 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 calls, administrative or judicial hearings or other schedule changes using available State or Federal sources. Any additional services purchased under the terms of the contract resulting from this IFB shall be at the same or similar contracted rates.

Any use of Federal funds may require the prior written approval of the U.S. Department of Housing and Urban Development.

## 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, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
  - Chapter 237, HRS, tax clearance;
  - Chapter 383, HRS, unemployment insurance;
  - Chapter 386, HRS, workers' compensation;
  - Chapter 392, HRS, temporary disability insurance;
  - Chapter 393, HRS, prepaid health care; and
  - One of the following:
    - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State 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 that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as 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. The Successful Bidder shall be registered to do business in the State 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

All Bidders shall submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:

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

Instead of separately applying for these paper certificates at the various state/federal agencies, the HPHA recommends that Interested Bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

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

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

5. 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.

6. 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 following minimum insurance coverage.

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>
<b>Workers Compensation</b> as required by laws of the State of Hawaii.	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 this 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 this 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, the Successful Bidder agrees to deposit with the HPHA, before the effective date of the Contract, valid certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of this 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 this 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 this Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in this 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 this Contract. Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The HPHA is a self-insured State agency. The Contractor'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 Contractor.

The Successful Bidder shall provide written notice to the HPHA of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.

7. No performance or payment bond is required.
8. During the performance of this 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 but not be

limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

9. Business Office

The Successful Bidder shall have a permanent office in the State of Hawaii from where it conducts business and where an authorized representative will be accessible through telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. The permanent office location and phone number shall be stated on the bid offer form.

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

- A. The work to be performed under this 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 this 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 Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, 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 shall describe 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 Contractor 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 Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor 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 Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**B. Single or multiple contracts to be awarded**

Single                       Multiple                       Single & Multiple

**C. Single or multi-term contracts to be awarded**

Single term ( $\leq 1$  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 Contract start date. The following conditions must be met for an extension:

- The Successful Bidder experienced cost savings and has unexpended funds available that can be used to provide additional services; or
- The HPHA determines there is an ongoing need for the services and has funds to extend services up to 24-months but not to exceed 12-months for any given period. Contract extensions shall be awarded at the same or comparable rates as the Primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
- A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
- The Contractor must obtain HPHA approval in writing and a notice to proceed with the extension; and
- The necessary State and/or Federal funds are available and have been allotted for an extension; and
- The HPHA may be required to obtain HUD approval if HUD federal funds are to be used; and

- 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 July 1, 2014 and ending on June 30, 2015.

The option to extend the Contract will be 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, 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 and only wages up to 7/1/2015 are known.

**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 costs 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 and administrative/judicial hearing security officer hours for the 12-month period ending June 30, 2015, option year one (1) and option year two (2).

**F. Contract Price Adjustment Due to Increase in State Wages**

At the release of this bid solicitation, the effective wages beginning July 1, 2014 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:
  - i. 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.
  - ii. 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:

### **G. 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.

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. At the time of this solicitation, the HPHA anticipates approximately 20 hours per period. 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 Calls. 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 calls 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. At the time of this solicitation, the HPHA anticipates approximately 20 emergency call hours per period. This does not imply that the HPHA will utilize these definite amounts.

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 this 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 KALAKAUA HOMES, MAKUA ALII, AND PAOKALANI UNDER ASSET MANAGEMENT PROJECT 34 ON THE ISLAND OF OAHU, in accordance with these provisions, the specifications, General

Conditions, and Procedural Requirements, included and/or referenced in this Invitation For Bids dated April 30, 2014.

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

1. The Successful Bidder shall provide one (1) security officer to conduct a roving foot patrol. Services shall include:
  - a. Roving foot patrol tours seven (7) days a week including State holidays. The tentative work schedule shall be as follows:

Monday through Friday (One (1) security officer/shift)  
6:00 p.m. – 6:00 a.m. (12 hours)

Saturday and Sunday (One (1) security officer/shift)  
6:00 p.m. – 5:00 a.m. (11 hours)

State Holidays (One (1) security officer/shift)  
24 hours a day

- b. Conduct a minimum of three (3) 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 every four (4) hours following a pre-approved plan. Number of rounds will increase 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 of damages shall be reported to the Officer-In-Charge.
    - c. The Successful Bidder shall provide a Watchman Recording Device, Detex or equal and up to 36 check points which will control and monitor the rounds. The Successful Bidder 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 such as emergency situations or crime hot spots.
2. The Successful Bidder shall also provide the following services at all sites 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 judgment to prevent or minimize disorder, quell disturbances and maintain law and order. Investigation and follow up shall include, but are not limited to:
    - 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, Hawaii Revised Statutes (HRS) sections governing federal public housing under HRS Chapter 356D, and Hawaii Administrative Rules (HAR) governing federal public housing (e.g. HAR Chapter 17-2028).
  - iv. Appropriately respond to HRS criminal violations, which include but are not limited to possessing or drinking alcoholic beverages in HPHA common area (see HRS § 281-78), engaging in disorderly conduct such as unreasonable noise or fighting/threatening behavior (see HRS § 711-1101), 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.
3. Determine the need for and summon state/federal law enforcement when intervention or arrest is necessary. Cooperate with and assist the State/Federal law enforcement if necessary and testify in court or administrative hearings when required:
- a. Monitor parked vehicles on the project premises and initiate action to tow vehicles from the project as instructed by the Officer-In-Charge. Conduct visual inspection of parking areas for current parking decals and suspicious activities.
  - b. The Successful Bidder may act on behalf of the Officer-In-Charge to issue a written trespass or warning, either verbally or in writing as instructed by the Officer-In-Charge, where deemed appropriate. The Successful bidder shall cooperate with the Honolulu Police Department pertaining to issuance and/or enforcement of trespass notices. The Officer-In-Charge shall provide guidelines to the Successful Bidder on issuance of trespass warnings.
  - c. 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 property, unless the express consent of the Officer-In-Charge is provided.
  - d. Cooperate with local law enforcement on crime and drug prevention issues in and around surrounding project site.
  - e. Be familiar with lease provisions. See Attachment 15.

#### 4. Emergency Calls

The Successful Bidder agrees to make unscheduled changes to security schedules, when requested by the Officer-In-Charge in emergency situations or if the Officer-In-Charge anticipates the need for increased security that are

due to circumstances that cannot be predicted at the time of this IFB. Changes to the security schedule may include increased number of hours per day or number of security personnel on an emergency basis.

At the time of this solicitation, the HPHA anticipates approximately 20 emergency call hours per period. The projected number of emergency call hours are estimates and does not mean to imply that the HPHA will utilize these definite amounts.

## 5. Report Requirements

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

## 6. Equipment Requirements

- a. All Security Officers must be uniformed without sidearms, but may be provided with crowd dispersing devices as necessary.
- b. Provide each Security Officer with a cellular phone or other appropriate means of communication, digital or Polaroid camera and supplies, and flashlight.
- c. The Successful Bidder will 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.
- d. The Successful Bidder will be responsible for all equipment costs and maintenance of the cellular phone and/or other appropriate means of communication.

7. Applicable Vehicle Requirements

- a. All vehicles may be subject to periodic inspection by the State. All vehicles must meet and comply with any and all applicable Rules and Regulations prescribed by the City & County of Honolulu, the State of Hawaii, and the U.S. Government.
- b. Any vehicle failing to meet the safety standards or found to be mechanically unsafe shall be removed from service and repaired. Any refusal to correct or repair discrepancies shall result in termination of the contract.

8. Facilities

The HPHA shall provide restroom facilities within the properties for security officers to use, and may provide office space which will include electricity. 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

The Successful Bidder shall ensure that all personnel meet minimum qualifications. The Successful Bidder shall provide documentation with its Bid Offer Form that its personnel has met the licensing requirements pursuant to section 463-10.5, HRS, and have at least two (2) years relevant experience in law enforcement and/or security.

- a. 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 instructions by the Officer-In-Charge. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
- b. 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 sites while on-duty.
- c. Security Personnel shall not enter any occupied dwelling unit, except in the case of emergency or with the consent of the HPHA, the Officer-In-Charge or his/her designated representative.
- d. 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.

- e. The Successful Bidder agrees to relieve any Security Officer if arrested for any major crime or felony, 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 this Contract.
- f. The Successful Bidder shall ensure that no Security Officer employed under this Contract smokes or uses electronic cigarettes while on HPHA properties. The Successful Bidder agrees and shall adhere to the HPHA no-smoking prohibition while on HPHA property. Such violation may be considered a breach of contract and result in suspension or termination.
- g. The Successful Bidder shall ensure that no Security Officer employed under this Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.
- h. The Successful Bidder shall inform the Officer-In-Charge of all Security Officers employed under this Contract who is a registered sex offender.
- i. The Successful Bidder shall have a properly licensed manager to oversee the entire operation and to ensure that the services required are satisfactorily performed. All Security Officers employed under this Contract shall be under the supervision of the Successful Bidder.
- j. Security personnel shall refrain from having personal visitors and from socializing while on-duty. Unofficial telephone calls will be limited to emergencies.
- k. 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 consent of the HPHA.
- l. The Successful Bidder shall select only those personnel 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. Be courteous to members of the public and the HPHA employees, as well as tolerant in their interactions with others, be well groomed and neat in appearance.
- m. 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, standing, manning posts, using stairs or elevators, and operating motor vehicles.
  - iii. Correctable vision to 20/30 in each eye.
- n. During the performance of this 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 insure 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, to 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.
- o. 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 this Contract and result in suspension or termination.

## 2. Administrative

- a. The Successful Bidder may be asked to attend, at a minimum, quarterly meetings with the Contract Administrator and Officer-In-Charge, or unless otherwise specified by the Contract Administrator. The day and time to be specified by the Contract Administrator. Field visits will be made, if necessary.
- b. Every month the Officer-In-Charge shall submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which need

correction. These discrepancies or Contract violation(s) must be corrected by the next reporting period for payment adjustment purposes.

3. Payment

- a. Section 103-10, HRS provides that the HPHA shall have thirty (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 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 thirty (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 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 (e.g., guard fails to report for duty or reports late).

- d. The Successful Bidder shall submit invoices for payment no 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. 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.

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; or an HCE "Certificate of Vendor Compliance".

#### **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 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

- *Bid offers shall be submitted to the HPHA in the prescribed format outlined in this IFB*
- *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- *A written response is required for each item unless indicated otherwise.*
- *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 3. Electronic mail and facsimile transmissions shall not be accepted.

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

Interested bidders shall certify its ability to provide security services on July 1, 2014 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 of the IFB for the delay in Contract execution on the part of the Successful Bidder.

Interested bidders shall ensure its security guards are licensed and are compliant with section 463-10.5, Hawaii Revised Statutes.

The interested 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.

Interested 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.

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 and administrative/judicial hearing security officer hours for the 12-month period ending June 30, 2015, 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 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-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**

The form HUD 5369-C must be completed 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.

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**

The 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 HUD 5370-C General Conditions.

(END OF SECTION)

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

## **Section 4**

### **Bid Evaluation & Award**

#### **I. Bid Evaluation**

Each bid offer 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 “responsible bid”. Information provided in/with the bid offer that results in a determination that the interested bidder has the technical and financial capacity to deliver the goods or services shall be known as a “responsive bid”.

#### **II. Method of Award**

An award shall be made to the lowest responsible and responsive bidder’s grand total base bid price that includes the price for the initial 12-month period, option year one (1) and option year two (2).

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.

Pursuant to Chapter 3-122-35, HAR, in the event there are no responsive and responsible bids, an alternative procurement method may be used by the HPHA. The HPHA may conduct a re-solicitation or an alternative procurement method.

The low bid must conform to all requirements of the IFB in order to be determined responsive.

## **Section 5 Attachments**

- |   |                          |
|---|--------------------------|
| 1. Wage Certificate   | Due May 21, 2014         |
| 2. Bid Offer Form   | Due May 21, 2014         |
| 3. Asset Management Project 34 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 Rev. 4/15/2009   | 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 May 21, 2014         |
| 14. Security Officer Class Specifications/Minimum Qualifications/Salary Schedule      | For Bidder's information |
| 15. Sample HPHA Rental Agreement  | For Bidder's information |
| 16. 2014/2015 Hawaii State Holiday Schedule   | For Bidder's information |

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