Hawaii Public Housing Authority
State of Hawaii

# IFB PMB-2020-25

# Invitation-for-Bids to Furnish Security Services at Various Properties Under Asset Management Project 34 on 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 May 6, 2020

EQUAL HOUSING OPPORTUNITY

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

INVITATION FOR BIDS (IFB) No. PMB-2020-25

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids to **Furnish Security Services at Various Properties Under Asset Management Project 34 on Oahu**. Properties to include the following:

| Asset Management Project | Property Name | Property Location |
|---|---|---|
| AMP 35 | Kalakaua Homes | 1545 Kalakaua Avenue<br>Honolulu, Hawaii 96826 |
| | Makua Alii | 1541 Kalakaua Avenue<br>Honolulu, Hawaii 96826 |
| | Paoakalani | 1583 Kalakaua Avenue<br>Honolulu, Hawaii 96826 |

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at www.hpha.hawaii.gov beginning Wednesday, May 6, 2020.

Sealed bids must be received at 1002 North School Street, Building D, Honolulu, Hawaii, Central Files Office not later than 10:00 a.m. Hawaii Standard Time (HST), Wednesday, May 27, 2020. Public opening of bids will commence at 10:15 a.m. HST, Wednesday, May 27, 2020 at the Contract and Procurement Office, Building D, 1002 North School Street, Honolulu 96817.

The HPHA will conduct a Pre-Bid Tele-Conference at 9:00 a.m. HST, Wednesday, May 13, 2020. Bidders interested in attending the Pre-Bid Tele-Conference may contact the IFB Coordinator not later than Tuesday, May 12, 2020, 2:00 p.m. HST for teleconference information. All interested bidders are strongly encouraged to attend the Pre-Bid Tele-Conference. Attendance at the Pre-Bid Tele-Conference is not required in order to submit a bid offer. Interested bidders are strongly encouraged to attend the Pre-Bid Tele-Conference and conduct a site inspection.

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. Please contact Rick Sogawa, IFB Coordinator, at 832-6038 if you have any questions.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director

EQUAL HOUSING OPPORTUNITY

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| | | |
|---|---|---|
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# Section 1
# Administrative Overview

## I. Authority

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

## II. IFB Organization

This IFB is organized into five (5) sections:

Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process

Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines applicable deliverables

Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission

Section 4 Bid Evaluation & Award – Describes how bids will be evaluated by the State Contracting Office

Section 5 Attachments

## III. Contracting Office

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

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039

The designated IFB Coordinator for this solicitation is:

Mr. Rick Sogawa
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Email: rick.t.sogawa@hawaii.gov

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

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch. The designated Contract Administrator for this solicitation is:

Mr. Earl Nakaya
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4677

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

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 designated Officer-in-Charge for each specified location is designated as follows:

| Asset Management Project # | Property | Office Address | Officer-In-Charge |
|---|---|---|---|
| 34 | Kalakaua Homes | 1545 Kalakaua Avenue<br>Honolulu, Hawaii 96817 | Mr. Ioane Ah Sam<br>Ph: (808) 973-0193 |
| 34 | Makua Alii | 1541 Kalakaua Avenue<br>Honolulu, Hawaii 96817 | Mr. Ioane Ah Sam<br>Ph: (808) 973-0193 |
| 34 | Paoakalani | 1583 Kalakaua Avenue<br>Honolulu, Hawaii 96817 | Mr. Ioane Ah Sam<br>Ph: (808) 973-0193 |

Any changes to the Officer-in-Charge or 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

| Activity | Scheduled Date |
|---|---|
| Public Notice Announcing IFB | May 6, 2020 |
| Distribution of Bid Specs/Bid Offer Form | May 6, 2020 |
| Pre-Bid Tele-Conference | May 13, 2020 |
| Site Inspection Period | May 13, 2020 – May 20, 2020 |
| Written Questions Due to the HPHA | May 15, 2020 |
| Written Responses Due from the HPHA | May 20, 2020 |
| **Bid Submittal Deadline** | **May 27, 2020 at 10:00 a.m. HST** |
| Bid Opening | May 27, 2020 at 10:15 a.m. HST |
| Notice of Award | June 2020 |
| Contract Execution | June 2020 |
| Contract Start Date | July 1, 2020 |

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

## V. Pre-Bid Conference and Site Inspection

Interested bidders are strongly encouraged to attend a Pre-Bid Tele-Conference scheduled for 9:00 a.m. HST, Wednesday, May 13, 2019. Bidders interested in attending the Pre-Bid Tele-Conference may contact the IFB Coordinator by Tuesday, may 12, 2020, 2:00 p.m. HST for teleconference information. All interested bidders are strongly encouraged to attend the Pre-Bid Tele-Conference. Attendance at the Pre-Bid Conference is not required in order to submit a bid offer.

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

Prior to submittal of the bid, interested bidders may visit the properties to thoroughly familiarize themselves with existing conditions. Interested bidders may contact the IFB Coordinator to arrange for a site inspection from Wednesday, May 12, 2020 until Tuesday, May 19, 2020. No additional compensation shall be allowed by reason of any misunderstanding or error regarding the conditions/layout or work to be performed at the offices.

## VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is Friday, May 15, 2020. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Friday, May 15, 2020.

## VII. Submission of Sealed Bids

**A. Forms/Formats.** The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

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 and are attached in Section 5 of this IFB. See Attachments 11 and 12.

**B. Bid Submittal.** Sealed bids must be hand delivered to or mailed to and received by the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. HST, Wednesday, May 27, 2020. 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 or facsimile submissions of the Bid Offer shall not be accepted.**

Bid offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2020-25). 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.

**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. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached

the Successful Bidder shall be obligated to provide wages not less than those increased wages. 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 obligated to notify his/her employees performing work under the Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

D. **Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential 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 potential bidders to promote understanding of the HPHA 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 10:00 a.m. HST, Wednesday, May 27, 2019 at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA receives a bid that is misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price.

Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time 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 received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.

## XI. IFB Amendments

The 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, HAR. Interested bidders registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication which may include electronic mail, facsimile, or United States Postal Services (USPS).

## XII. Cancellation of the Invitation for Bids

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

## XIII. Costs for Bid Preparation

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

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

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

## XIV. Modification of Bids

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

(1) A written notice accompanying the actual modification received 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) business days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) business days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the 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-2020-25).

## XV. Withdrawal of Bids

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

(1) A written notice received by the IFB Coordinator; or

(2) A notice by 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 bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected, withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the State or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 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 demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price 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 not using the prescribed Bid Offer Form as provided in this IFB or does not conform to the bid submission instructions may be determined non-responsive.

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

## XIX. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsive and responsible bidder submitting the lowest Grand Total Bid Price as stated on the Bid Offer Form. The Grand Total Bid Price is the sum of the 36-month Total Bid Prices for all properties to include gate guard, roving patrol, special events, and administrative and/or judicial hearing hours as solicited. See Attachment 2. The unit bid price shall be inclusive of all administrative and personnel costs, applicable taxes, and any other costs incurred in the performance of the contracted services. A bidder shall submit a bid price for all services and complete the Bid Offer Form in its entirety to be considered responsive and eligible

for award. The award of a contract shall not be deemed as a commitment on the part of the HPHA to automatically exercise any option period; and

2. In the case of a tie, an award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current contract indicates that the current service provider is responsible. If the current service provider is not a tied bidder, an award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to the approval of the Department of the Attorney General and other approvals as required by the statutes, regulations, rules, orders or other directives.

No work shall be undertaken by the Successful Bidder prior to the Contract start date of July 1, 2020. The HPHA shall not be liable for any work, Contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the start of the Contract.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The General Conditions of the resulting Contract are attached and service specifications are included herein. See Attachments 9 and 10.

## XX. Protests

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

1. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;

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

Pursuant to section103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be

submitted within five (5) business days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the 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.

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

Any notice to award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System on the State Procurement Office website: https://hands.ehawaii.gov/hands/awards.

## XXI. Availability of Funds

All bidders and the Successful Bidder are hereby notified that the award of a Contract and any subsequent Contract renewal or extension are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to chapter 37, HRS, and are subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods 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 the services at federal public housing properties with State funds.

## XXII. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Officer-in-Charge and the HPHA Contract Administrator or their designated representative(s). The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take 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 General Conditions, AG-008 103D General Conditions are attached for bidder's information and reference. See Attachment 9. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov.

The Federal General Conditions, Form HUD 5370-C is provided for bidder's information and reference. See Attachment 10.

The State and Federal General Conditions shall be incorporated into the Contract with the Successful Bidder. In the event of a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary special conditions deemed necessary. See Attachment 8. 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 in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the Federal and State laws.

## XXV. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with section 11-355, HRS, which states that campaign contributions are prohibited from a State and County government Contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

# Section 2
# Specifications

## I. Introduction

### A. Purpose or need

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 of 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 for various properties under Asset Management Project 34 on Oahu.

### B. Area of Service

The Successful Bidder(s) shall be required to certify that it is capable of providing services to all properties listed below during the Initial Contract Period and all applicable option periods:

| Asset Management Project | Property Name | Property Location |
|---|---|---|
| AMP 34 | Kalakaua Homes | 1545 Kalakaua Avenue<br>Honolulu, Hawaii 96826 |
| | Makua Alii | 1541 Kalakaua Avenue<br>Honolulu, Hawaii 96826 |
| | Paoakalani | 1583 Kalakaua Avenue<br>Honolulu, Hawaii 96826 |

See Attachment 15 – Property Maps.

### C. Funding source and period of availability

Funds are subject to appropriation by the State Director of Finance and/or the 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 by the STATE to the HPHA.

**It is understood that no award shall be binding unless the HPHA and/or the State Comptroller indicate that there is an available and**

**unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.** Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. The use of federal funds may require the prior written approval by HUD.

If there should be insufficient funds for any portion of the remainder Contract period beyond the Initial Contract period, the State may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same unit bid price(s).

## II. General Requirements

### A. Qualifying requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules.

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. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:

    a. Chapter 237, HRS, tax clearance;
    b. Chapter 383, HRS, unemployment insurance;
    c. Chapter 386, HRS, workers' compensation;
    d. Chapter 392, HRS, temporary disability insurance;
    e. Chapter 393, HRS, prepaid health care; <u>and</u>
    f. <u>One</u> of the following:

        i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

        **<u>Hawaii business.</u>** 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 of Hawaii 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

**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 and Federal agencies, the HPHA recommends that 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 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 contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of $12.00 to the HIC.

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of 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 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 requirements:

| Coverage | Limit |
|---|---|
| **Commercial General Liability** (occurrence form) | $2,000,000.00 combined single limit per occurrence for bodily injury and property damage. |
| **Automobile Insurance** covering all owned, non-owned and hired automobiles. | Bodily injury liability limits of $1,000,000.00 each person and $1,000,000.00 per accident and property damage liability limits of $1,000,000.00 per accident OR<br><br>Combined single limit of $2,000,000.00. |
| **Workers Compensation** as required by applicable State laws. | Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors. |

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

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

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

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.

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 of the Successful Bidder's compliance with the insurance provisions of the Contract 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 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.

7. 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.

8. Business Office

The Successful Bidder shall have a permanent office where he/she conducts business will be accessible in person or via telephone during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Attachment 17 for 2019 and 2020 Hawaii State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

9. 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 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 Successful Bidder has a collective bargaining agreement or any other understanding, a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause. It 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; set forth minimum number and job titles subject to hire, disclose the availability of apprenticeship and training positions, and the qualifications for each; provide 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 this contract for default, and debarment or suspension from future HUD assisted contracts.

10. No performance or payment bond is required.

11. A bid security deposit is not required for this IFB.

## B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written Contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 3 – 10. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

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

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

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

2. Subcontracting

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

3. Contract Modification

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

4. Laws, Rules, Ordinances and Regulations

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

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

☒ Single ☐ Multiple ☐ Single & Multiple

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

☒Single term (≤ 12 mos) ☐ Multi-term (> 12 mos)

| | |
|---|---|
| Initial term of contract: | Up to 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: | 36 months |

The initial Contract period shall commence July 1, 2020, 12:00 p.m. HST, and end June 30, 2020, 12:00 p.m. HST.

The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or

2. The 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 at the same rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living as provided herein; and

3. A Supplemental Contract must be executed prior to expiration of the current Contract; and

4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and

5. The HPHA will be required to obtain the State Department of Human Resource Development's written approval of the extension prior to execution of a Supplemental Contract; and

6. The Contractor must obtain written approval and a Notice to Proceed by the State with the extension; and

7. The State has determined that the Contractor has satisfactorily provided services over the current Contract term; and

8. Necessary State and/or Federal funds are appropriated and allotted for an extension.

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

## E. Statutory Requirements of Section 103-55, HRS

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

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

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. 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 Successful Bidder will be obligated to perform wages not less than those increased wages.

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

| Classification | Pay Grade | Hourly Rate<br>Effective 1/1/2019 |
|---|---|---|
| Security Officer II | SR-15 | $19.10 |

See Attachments 13 and 14.

The Successful Bidder shall be further obligated to notify his/her employees performing work under the resulting Contract regarding the provisions of section 103-55, HRS, and the current wage rate 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.

## F. Bid Price

The bid price per hour (unit bid price) shall be the all-inclusive unit cost to the HPHA, including without limitation, security, administrative and supervisory personnel costs, benefits, equipment and equipment maintenance, applicable taxes and all other necessary costs to provide the services specified in the IFB. Other costs may include, without limitation, costs for benefits required by law that are automatically increased as a result of increase wages, including without limitation, federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

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

Bidders should account for any published wage increase in the bid price. The HPHA 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.

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

At the release of this solicitation, the wages effective January 1, 2019 for State employees performing similar work are known and published by the Department of Human Resources Development. If wages increase after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wages of the Successful Bidder's employees performing the work. The wage

increase would correspond to an increase in costs for benefits required by law that are automatically increased. Increased wages include federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

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

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

1. At the time of bidding, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase will not be considered.

2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with section 103-55, HRS, that its employees are being paid not less than the known wage of the State position listed herein. Documentation shall include employee 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. 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. A request for increase for an option period of the Contract must be made prior to the start of the option period. The Successful Bidder may contact 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 website at the following address:

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

## H. Price Adjustment by the State

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

Special Events. The Successful Bidder shall agree to change the security schedules for special events due to the need for increased security as requested by the Officer-in-Charge. 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, increase in criminal activities and gang activities. The Officer-In-Charge shall coordinate the dates and times for schedule changes.

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

Appearing at Administrative and/or Judicial Hearings. The Successful Bidder agrees that security personnel shall appear at administrative and/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 regular scheduled security services. The projected number of administrative and/or judicial hearing hours provided in this IFB is estimated. The HPHA shall determine the definite amounts. The HPHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

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

The bid price per hour for emergency services shall not exceed the bid price per hour for regular scheduled security services at a rate higher than 1.5 times the regular hourly rate. A bid offer with an emergency hourly rate at higher than 1.5 times the regular hourly rate shall be considered

non-responsive. The HPHA is unable to provide a projected number of emergency hours for emergency services at the issuance of this solicitation. The HPHA reserves the right to request/require any quantity of emergency service hours at the accepted bid price for the applicable Contract performance period.

## III. SCOPE OF WORK

Work included in the resulting Contract shall consist of furnishing labor, equipment, supplies and all related administrative and supervisory personnel necessary in PROVIDING SECURITY SERVICES AT KALAKAUA HOMES, MAKUA ALII, AND PAOKALANI UNDER ASSET MANAGEMENT PROJECT 34 ON OAHU in accordance with the provisions, specifications, General Conditions, and procedural requirements, included and/or referenced in this IFB.

### A. Service Activities (Minimum and/or 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:

      <u>Monday through Friday (One (1) security officer/shift)</u>
      4:00 p.m. – 8:00 a.m. (16 hours)

      <u>Saturday and Sunday (One (1) security officer/shift)</u>
      24 hours per day

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

   b. Conduct a minimum of four (4) complete rounds of all residential buildings, the AMP 34 administrative office, community facilities, 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 for shifts greater than 16 hours 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 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 provide the following services at each property as follows:

   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, 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 to the Property Management Office.

      iii. Enforce project rules and lease provisions pursuant to governing Federal public housing under Chapter 356D, Hawaii Revised Statutes (HRS), Chapter 17-2028 Hawaii Administrative Rules (HAR), and all other applicable HAR rules. See Attachments 16 and 17.

      iv. Appropriately respond to HRS criminal violations, including without limitation, possessing or drinking alcoholic beverages in HPHA common area (see HRS section 281-78), engaging in disorderly conduct such as unreasonable noise or fighting/threatening behavior (see HRS section 711-1101), criminal trespass, assault, harassment, and criminal property damage.

      v. Enforce traffic and speed limit signs.

   b. Determine the need for and to summon the Honolulu Police Department (HPD) when intervention or arrest is necessary. Cooperate with and assist the police, if necessary, and testify in court or administrative hearings when required.

c. Monitor parked vehicles on the property premises and initiate action to tow vehicles from the property as instructed by the Officer-in-Charge. Conduct visual inspection of parking areas for applicable current parking decals and suspicious activities.

d. The Successful Bidder may act on behalf of the Officer-in-Charge to issue a trespass warning, either verbally or in writing as instructed by the Officer-in-Charge. The Successful bidder shall cooperate with the HPD 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.

e. Maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including discussing with the residents the details of incidents on property without the express consent of the Officer-in-Charge.

f. Cooperate with local law enforcement on crime and drug prevention issues in and around the property.

g. Special Events:

The Successful Bidder shall agree to change the security schedules for special events requiring increased security services as requested by the Officer-in-Charge. 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 and increase in gang activity.

The HPHA anticipated number of special event hours is 416 hours.

The Officer(s)-In-Charge may request special event services for up to 24 hours a day as deemed necessary by the HPHA. The projected number of special event hours is estimated. The HPHA shall determine the definite amounts. The HPHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

The Officer-in-Charge shall coordinate the special event

dates and times and provide no less than 48 hours advanced notice to the Successful Bidder.

h. Administrative and/or Judicial Hearings:

The Successful Bidder agrees that security personnel shall appear at administrative and/or judicial proceedings to provide testimony when requested by the Officer(s)-in-Charge. The bid price per hour for appearing at administrative and judicial hearings shall not exceed the bid price per hour for regular scheduled security services.

The projected number of administrative and/or judicial hearing hours is 100 hours. The projected number of administrative or judicial hearing hours is estimated. This does not imply that the HPHA will utilize these definite amounts. The HPHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

The Officer-in-Charge shall coordinate the administrative and/or judicial hearing dates and times with the Successful Bidder on an as needed basis.

i. Emergency Services:

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

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

3. Community Support

On a monthly basis, unless waived by the Officer-in-Charge, the Successful Bidder shall provide a supervisor to participate in a

community walk with the HPHA Officer-in-Charge or designee and/or a tenant community group. The community walk may be up to two (2) hours or at a length of time as determined necessary by the HPHA. If a community walk is not scheduled, the supervisor shall schedule and conduct his/her 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 of community concerns.

4. Reporting Requirements

The Successful Bidder shall:

a. Prepare and submit Incident Reports to the HPHA, covering in detail all disturbances, incidents and violations of the HPHA or site rules and regulations 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 the HPHA.

   Incident Reports are due to the Officer-in-Charge not later than 8:00 a.m., the next business day of an incident or as instructed otherwise by the HPHA.

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

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

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

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

d. On a bi-weekly basis, prepare and submit daily check point printouts of Watchman Recording Device, Detex or equal, to the Contract Administrator.

e. On a monthly basis, prepare and submit a monthly report of the community walk, if applicable, incident reports and daily log sheets.

5. Equipment Requirements

a. The HPHA shall provide a Watchman Recording Device, Detex or equal for control and monitor of roving on the properties. The HPHA reserves the right to change the locations and/or number of check points at each property due to unforeseen circumstances, including without limitation, emergency situations identified criminal hot spots. The HPHA shall be responsible for all costs and maintenance of the recording device.

b. The Successful Bidder shall provide, where applicable, each roving patrol officer with a bicycle, any other applicable equipment, and be responsible for the maintenance of the bicycle and applicable equipment.

c. All security officers shall be uniformed bearing the company name and/or logo with their name tags easily visible, without sidearms.

d. The Successful Bidder shall provide each security officer a walkie-talkie with hands-free capability. The Successful Bidder may also provide each security officer with a cellular phone or other appropriate means of communication, flashlight, and appropriate gear for inclement weather.

e. The Successful Bidder shall provide the security supervisor/dispatcher with a cellular phone or other appropriate means of communication. The Successful Bidder may provide tenants 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.

f. The Successful Bidder shall be responsible for all equipment costs and maintenance of the cellular phone 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 all assigned facilities. The Successful Bidder shall also be responsible for any damages 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 minimum qualifications. The Successful Bidder shall provide documentation with its Bid Offer Form to verify that its security personnel have met the licensing requirements pursuant to section 463-10.5, HRS. See Attachment 18.

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 experience with law enforcement, military and/or security.

d. The Successful Bidder shall not assign a security officer to the property where he/she currently resides or where his/her immediate family currently resides.

e. 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.

f. The Successful Bidder shall be solely responsible for the behavior and conduct of their employees or agents on STATE 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 while on duty.

g. The Successful Bidder agrees that 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.

h. The Successful Bidder shall 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 the HPHA, the Successful Bidder shall remove immediately and shall not employ any person who in the opinion of the HPHA does not perform his/her duties and responsibilities in a proper and skillful manner, intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.

i. The Successful Bidder shall relieve any security officer who is arrested for any major crimes 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. A resulting conviction will disqualify the individual from performing work in any capacity under this Contract.

j. 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.

k. The Successful Bidder shall inform the Officer-in-Charge of all security officers employed under this 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 shall be under the supervision of the Successful Bidder.

m. Security personnel will refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.

n. The Successful Bidder shall ensure that all information, documents, or materials viewed, discussed or provided to the security personnel in the line of duty shall be treated as confidential. Security personnel shall refrain from providing confidential information to the tenants and the general public without express consent of the HPHA.

o. The Successful Bidder shall select only those individuals capable of demonstrating the following:

   i. Ability to exercise good judgement.

   ii. Maturity in conduct and attitude.

   iii. Ability to communicate in English both verbally and in writing and read simple instructions.

p. Courteous to members of the public and HPHA employees, tolerant in their interactions with others, as well as neat and groomed in appearance. Each security officer shall maintain a satisfactory level of drug-free general health at all times to work under the resulting Contract. The following are the minimum physical requirements:

   i. Able to hear at a normal conversational level.

   ii. Able to serve a normal shift walking, riding, standing, manning posts, using stairs or elevators, and operating motor vehicles if required.

   iii. Correctable vision to 20/20 in each eye.

q. During the performance of the resulting Contract period(s), the Successful Bidder shall not discriminate against any employee or applicant for employment because of gender, race, religion, color, disability, or national origin. The Successful Bidder shall comply with all relevant Federal and State laws and rules. Please note that businesses are responsible for knowing and complying with the most current laws.

r. Each security officer shall comply with section 463-10.5, HRS, Guards; registration, instruction, training testing, and required continuing education; renewal of registration. Section 463-10.5, HRS, requires that all guards shall apply

to register with the board, and shall meet the following registration, instruction, and training requirements prior to performing services as a guard:

i. Be not less than 18 years of age.

ii. Possess a high school education or equivalent.

iii. Not presently suffering from any psychiatric or psychological disorder directly related and detrimental to a person's performance in the profession.

iv. Not convicted in any jurisdiction of a crime reflecting unfavorably on the fitness of the individual to perform services as a guard, unless the conviction was annulled or expunged by court order. The individual shall submit to a national criminal history record check as authorized by federal law, including, without limitation, to the Private Security Officer Employment Authorization Act of 2004, and specified in the rules of the board; and

v. Successfully complete eight (8) hours classroom instruction before the first day of services and four (4) hours of classroom instruction annually. Classroom instruction must be provided by an instructor who is approved by the board.

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.

t. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, "smoking" includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The Successful Bidder agrees and shall adhere to these no-smoking laws while on HPHA properties. Such violation may be considered a breach of the resulting Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extend under the law.

2. Administrative

a. The Successful Bidder shall be required to attend quarterly meetings or upon request by the Officer-in-Charge and/or Contract Administrator. The day and time is to be specified by the Contract Administrator. Necessary field visits shall be made as required.

b. Every four (4) weeks, the Officer-in-Charge and/or Contractor Administrator shall submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) requiring correction. The Successful Bidder shall notify the Officer-in-Charge within five (5) calendar days of the action(s) to be taken to correct the deficiencies. These discrepancies or Contract violation(s) shall be corrected or implemented within five (5) business days to avoid delays in payment issuance or for payment adjustment purposes.

c. The Successful Bidder shall maintain its own written administrative policies, at a minimum, addressing the following:

(1) Drug Free Workplace Policy;
(2) Sexual Harassment Awareness in the Workplace Policy;
(3) Non-Violence in the Workplace Policy;
(4) Standards of Conduct; and
(5) Americans with Disabilities Act.

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

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

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

(1) Employment, upgrading, demotion, or transfer;
(2) Recruitment or recruitment advertising;

(3) Layoff or termination;
(4) Rates of pay or other forms of compensation; and
(5) 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.

d. The Successful Bidder employing 15 or more persons agree and shall take appropriate initial and continuing steps to provide written notice to participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap, pursuant to 24 CFR Part 8, section 8.54(a) – Notice.

3. Payment

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

All compensation shall be subject to the following:

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

For this reason, the HPHA shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA shall reject any bid submitted with a condition requiring interest payments greater than allowed by section 103-10, HRS, as amended.

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

Hawaii Public Housing Authority
Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the 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 of security services rendered by the Successful Bidder.

d. The Successful Bidder shall submit monthly itemized invoices for payment, listing service dates, security officer names, and man-hours of security services rendered for the previous month; Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month. A copy of the Schedule Deviation Incident Report shall be attached to each invoice as applicable.

e. Separate invoices shall be submitted for each of the following services and may be paid through other means such as State purchase orders:

   i. Special events, administrative and/or judicial hearings; and

   ii. Emergency services.

f. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA's fiscal year-end close out processes. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.

g. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22).

   An original tax clearance certificate, not over two (2) months old with an original green certified copy stamp or a valid

HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, link.

## IV. CONTRACT MONITORING & REMEDIES

### A. Monitoring

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

2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan

3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder. Such costs may include the HPHA's cost of procuring such services. In the event that monies due to the Successful Bidder are insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the 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 is fixed at the sum of FIFTY and 00/100 DOLLARS ($50.00) for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of Paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.

2. The HPHA reserves the right to apply liquidated damages for delay in Contract execution on the part of the Successful Bidder.

3. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, including without limitation, water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within an agreed upon timeline, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from monies due or may thereafter become due to the Successful Bidder. In the event money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

## C. Termination

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

(END OF SECTION)

# Section 3
# Bid Offer Form and Instructions

## General Instructions for Completing Bid Offer Form

A. *Bid offers shall be submitted to the HPHA using the form prescribed in this IFB; do not alter the Bid Offer Form as provided in this IFB.*

*Note: Bid offers submitted using a re-created form, altered Bid Offer Form, or other forms may be rejected and deemed non-responsive.*

B. *Bidders shall complete the Seal Bid Offer Form in its entirety. A written response is required for each item unless indicated otherwise.*

C. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*

See Attachment 19 - Bid Submittal Checklist.

## 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. **Email and facsimile transmissions shall not be accepted.**

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

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective May 1, 2019, 12:00 p.m. HST. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective May 1, 2019, 12:00 p.m. HST.

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

**The bidder's authorized signature shall be an original signature in ink.** If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.

The successful bid shall be the lowest responsive and responsible Grand Total Bid Price as submitted on the Bid Offer Form. The Grand Total Bid Price is the sum of the 36-month Total Bid Prices for all properties to include gate guard, roving patrol, special events, administrative and/or judicial hearing hours as solicited. See Attachment 2. Bidders shall submit a bid price for all line items and complete the Bid Offer Form in its entirety and conform to all requirements of the IFB to be considered responsive and eligible for award.

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

Bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

A. Department of Labor and Industrial Relations, Certificate of Compliance with section 3-122-112, HAR, Form LIR#27;

B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;

C. Hawaii State Tax Clearance Certificate;

D. Federal Tax Clearance Certificate;

E. Wage Certificate;

F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder;

G. Certification and Representations of Offerors, Form HUD 5369-C; and

H. Section 463-10.5, HRS License and Experience List for all security personnel assigned to work under the Contract. See Attachment 18 for sample submission format. The HPHA may request for proof of evidence to substantiate information provided on the License and Experience List as deemed necessary. Proof of evidence shall be submitted to the HPHA within two (2) business days upon request.

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

## 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 and can also be found at www.hudclips.org. See Attachment 11.

### 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 Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at www.hudclips.org. See Attachment 12.

(END OF SECTION)

# Section 4
# Bid Evaluation & Award

## I. Bid Evaluation

All bid offers received by the due date and time will be reviewed by the 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 responsive and responsible bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of the 36-month Total Bid Prices to include roving patrol, special events, and administrative and/or judicial hearing hours as solicited.

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

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 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 May 27, 2020 |
| 2. Bid Offer Form | Due May 27, 2020 |
| 3. Sample Contract Based on Competitive Sealed Bids for Goods and Services | For Bidder's Information |
| 4. Sample Contract – Attachment S1, Scope of Services | For Bidder's Information |
| 5. Sample Contract – Attachment S2, Compensation and Payment Schedule | For Bidder's Information |
| 6. Sample Contract – Attachment S3, Time of Performance | For Bidder's Information |
| 7. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's Information |
| 8. Sample Contract – Attachment S5, Special Conditions | For Bidder's Information |
| 9. State General Conditions, AG-008 103D General Conditions | For Bidder's Information |
| 10. General Conditions, Federal Form HUD 5370-C | For Bidder's Information |
| 11. Instructions to Offerors, form HUD 5369-B | For Bidder's Information |
| 12. Certification and Representations of Offerors, Form HUD 5369-C | Due May 27, 2020 |
| 13. Class Specifications / Minimum Qualifications | For Bidder's Information |
| 14. Salary Schedule | For Bidder's Information |
| 15. Asset Management Project Maps | For Bidder's Information |
| 16. Sample HPHA Rental Agreement | For Bidder's Information |

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| 17. 2020 and 2021 Hawaii State Government Observed Holidays | For Bidder's Information |
| 18. Sample Section 463-10.5, HRS License and Experience List | May 27, 2020 |
| 19. Bid Submittal Checklist | For Bidder's Information |

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