



State of Hawaii
Hawaii Community Development Authority

RELEASE DATE: October 13, 2017

**REQUEST FOR PROPOSALS
No. RFP-HCDA 02-2017**

**SEALED PROPOSALS
FOR
Security Guard and Social Outreach Services for
Hawaii Community Development Authority
Public Parks**

**STATE OF HAWAII
HAWAII COMMUNITY DEVELOPMENT AUTHORITY**

**WILL BE RECEIVED UP TO 10:00 A.M. ON
NOVEMBER 13, 2017**

TO THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY (HCDA) WHOSE MAILING ADDRESS IS 547 QUEEN STREET, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY, TELEPHONE (808) 594-0300, FACSIMILE (808) 587-0299 OR E-MAIL AT DBEDT.HCDA.CONTACT@HAWAII.GOV SUBJECT: RFP HCDA 02-2017 - AMT

NOTE: *It is the Bidder's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments, or any other information regarding this RFP.*

Table of Contents

Table of Contents	2
Section 1 - Administrative Overview	5
1.1 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION	6
1.2 PROCUREMENT TIMETABLE.....	7
1.3 WEBSITE REFERENCE	8
1.4 INTRODUCTION.....	8
1.5 AUTHORITY.....	9
1.6 RFP ORGANIZATION	9
1.7 CONTRACT ADMINISTRATOR	9
1.8 BIDDER'S AUTHORITY TO BID	10
1.9 PRE-PROPOSAL CONFERENCE.....	10
1.10 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS	11
1.11 PROPOSAL SUBMITTAL.....	11
1.12 DISCUSSIONS WITH BIDDERS	11
1.13 OPENING OF PROPOSALS	12
1.14 ADDITIONAL MATERIALS AND DOCUMENTATION	12
1.15 RFP AMENDMENTS.....	12
1.16 CANCELLATIONS OF REQUEST FOR PROPOSAL.....	12
1.17 REJECTION OF PROPOSALS	12
1.18 NOTICE OF AWARD.....	13
1.19 DEBRIEFING OF NON-SELECTED BIDDERS	13
1.20 PROTESTS.....	13
1.21 PUBLIC EXAMINATION OF PROPOSALS	14
1.22 AVAILABILITY OF FUNDS AND HCDA BOARD APPROVAL.....	14
1.23 APPROVALS.....	14
1.24 CONTRACT EXECUTION.....	14
1.25 CONTRACT GENERAL CONDITIONS AND SPECIAL CONDITIONS	15
INSURANCE REQUIREMENTS	15
1.26 PAYMENT	17
1.27 CONTRACT INVALIDATION	18
Section 2 - Specifications.....	19
2.1 INTRODUCTION.....	20
2.2 GENERAL REQUIREMENTS.....	20
2.3 TERM OF CONTRACT AND EXTENSION.....	20
2.4 CONTRACT ADMINISTRATOR	21
2.5 SCOPE OF WORK.....	21
2.6 SERVICES TO BE PROVIDED	22
2.7 EXPERIENCE	24
2.8 WORK SCHEDULE.....	24
2.9 INSPECTIONS	24
Section 3 – Special Provisions.....	25
3.1 BIDDER QUALIFICATIONS	26
3.1.1 LICENSES	26
3.1.2 REFERENCES	26
3.1.3 PERMANENT OFFICE SERVICE FACILITY LOCATION AND REPRESENTATIVES LOCATED IN THE STATE OF HAWAII.....	26
3.1.4 CERTIFICATE OF VENDOR COMPLIANCE	26
3.1.5 CERTIFICATE OF INSURANCE AND COPY OF INSURANCE POLICY.....	26
3.1.6 WAGE CERTIFICATE.....	26
3.2 STATUTORY REQUIREMENTS OF HRS § 103-55.....	27

3.3	SITE INSPECTION.....	27
3.4	ALLOWANCE.....	28
	Section 4 - Proposal Application Instructions.....	29
	GENERAL INSTRUCTIONS FOR COMPLETING APPLICATIONS.....	30
4.1	COVER LETTER AND PROGRAM OVERVIEW.....	30
4.2	MANAGEMENT PLAN.....	31
4.3	FINANCIALS.....	32
4.4	PROPOSAL FORMS.....	33
4.5	BIDDER'S AUTHORITY TO SUBMIT A PROPOSAL.....	33
4.6	REQUIRED REVIEW.....	33
4.7	PROPOSAL PREPARATION COSTS.....	34
4.8	TAX LIABILITY.....	34
4.9	PROPERTY OF STATE.....	34
4.10	CONFIDENTIAL INFORMATION.....	34
4.11	EXCEPTIONS.....	34
4.12	PROPOSAL OBJECTIVES.....	35
4.13	RECEIPT AND REGISTER OF PROPOSALS.....	35
4.14	DISCUSSION WITH PRIORITY LISTED BIDDERS.....	35
4.15	BEST AND FINAL OFFER (BAFO).....	36
4.17	MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF PROPOSALS.....	36
4.18	MISTAKES IN PROPOSALS.....	36
4.16	RESPONSIBILITY OF BIDDERS.....	37
	Section 5 - Proposal Evaluation.....	38
5.1	INTRODUCTION.....	39
5.2	EVALUATION PROCESS.....	39
5.3	EVALUATION CRITERIA.....	39
	SECTION 6 -ATTACHMENTS AND EXHIBITS.....	41
A.	Attachment 1 Proposal Application Checklist.....	41
B.	Attachment 2 Sample Table of Contents.....	41
C.	Attachment 3 Proposal Forms BF-1 to BF-3.....	41
D.	Attachment 4 Position Descriptions and Minimum Qualifications for Parking & Security Officer I and Security Officer I.....	41
E.	Attachment 5 Site Maps (All Parks).....	41
F.	Attachment 6 Post Towing Template.....	41
G.	Exhibit A: AG General Conditions.....	41
H.	Exhibit B: Overview of the RFP Process.....	41
I.	Exhibit C: Hawaii Administrative Rules Chapter 15-210.....	41
	Attachment 1.....	42
	• Proposal Application Checklist.....	42
	Attachment 2.....	44
	• Sample Table of Contents.....	44
	Attachment 3.....	46
	• Proposal Forms BF-1 to BF-3.....	46
	Attachment 4.....	52
	• Position Descriptions and Minimum Qualifications for Parking & Security Officer I and Security Officer I.....	52
	Attachment 5.....	54
	• Site Map.....	54
	ATTACHMENT 6.....	56
	• Post Tow Template.....	56
	EXHIBIT A.....	58

- AG General Conditions..... 58
- EXHIBIT B..... 60
 - Overview of the RFP Process..... 60
- EXHIBIT C..... 63
 - Hawaii Administrative Rules Chapter 15-210..... 63

Section 1 - Administrative Overview

SECTION ONE ADMINISTRATIVE OVERVIEW

Bidders are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the Bidder to understand the requirement of *each* RFP.

1.1 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BIDDER	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the goods, services, or construction contemplated
CITY	=	City and County of Honolulu
CONTRACTOR	=	The Bidder awarded a contract under this Electronic Invitation for Bid
GET	=	General Excise Tax
GENERAL CONDITIONS	=	AG-008 103D General Conditions
HAR	=	Hawaii Administrative Rules
HCDA	=	Hawaii Community Development Authority, State of Hawaii, located at 547 Queen Street, Honolulu, Hawaii 96813
HRS	=	Hawaii Revised Statutes
RFP	=	Request for Proposal
SPO	=	State Procurement Office of the State of Hawaii
STATE	=	All State of Hawaii Departments and Agencies Participating in this contract

1.2 PROCUREMENT TIMETABLE

Note that the schedule represents the HCDA's best estimated schedule. If an activity on the schedule is delayed, the rest of the schedule will likely be adjusted accordingly. All times indicated are Hawaii Standard Time (HST). Any change to the Procurement Timetable and Significant Dates shall be reflected in and issued in an addendum. The approximate Procurement Timetable is as follows:

Activity	Date
Public Notice Announcing Request for Proposals (RFP)	October 13, 2017
Distribution of RFP	October 13, 2017
Pre-Proposal Conference	October 24, 2017, 10:00 a.m. (HST)
Submission of Written Questions	October 24, 2017, 4:00 p.m. (HST)
State's Response to Written Questions	October 25, 2017, 4:30 p.m. (HST)
Submission of Proposals DEADLINE	November 13, 2017, 10:00 a.m. (HST)
Evaluation of Proposals	<u>November 13, 2017</u>
Discussion with "Priority-Listed" Bidders (if necessary)	<u>November 13, 2017</u>
Best and Final Offer (if necessary)	<u>November 14, 2017</u>
Selection of Bidder	<u>November 15, 2017</u>
Notice of Award	<u>November 15, 2017</u>
Contract Start Date	<u>November 17, 2017</u>

1.3 WEBSITE REFERENCE

ITEM	WEBSITE
1 Procurement of HCDA	https://dbedt.hawaii.gov/hcda
2 RFP Website	www.spo3.hawaii.gov/notices/notices
3 General Conditions, 103D General Conditions	http://hawaii.gov/forms/internal/department-of-the-attorney-general/103d/view
4 Forms	https://dbedt.hawaii.gov/hcda
5 Protest Forms/Procedures	http://spo.hawaii.gov/for-vendors/vendor-guide/protest-for-goods-services-construction
6 Hawaii Compliance Express (HCE)	http://spo.hawaii.gov/hce
7 Hawaii Revised Statutes	http://capitol.hawaii.gov/hrscurrent
8 Department of Taxation	http://tax.hawaii.gov
9 Department of Land and Industrial Relations	http://labor.hawaii.gov
10 Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click "Business Registration"
11 Campaign Spending Commission	http://ags.hawaii.gov/campaign
12 Internal Revenue Service	http://www.irs.gov
(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at http://hawaii.gov)	

1.4 INTRODUCTION

The Hawaii Community Development Authority ("HCDA"), a body corporate and a public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii's Department of Business, Economic Development & Tourism, is the landowner of the Olomehani Parking Lot, Kakaako Makai Gateway Park Facility, Kakaako Mauka Gateway Park Facility, Kakaako Waterfront Park Facility, Kewalo Basin Park Facility, Kolowalu Makai Park Facility, and Kolowalu Mauka Park Facility (hereafter collectively referred to as "Park Facilities") defined in Section 15-210-2 of the Hawaii Administrative Rules ("HAR").

The HCDA is requesting proposals for a contractor to provide services to support HCDA's management of the Park Facilities and HCDA's administration and enforcement of HCDA's Park Rules (HAR Chapter 15-210).

1.5 AUTHORITY

This Request for Proposal (RFP) is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable directives, circulars and administrative rules. All prospective Bidders are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed proposal by any prospective Bidder shall constitute admission of such knowledge on the part of such prospective Bidder.

Any contract arising out of this RFP is subject to the approval of the State Department of the Attorney General, as to form, and subject to all further approvals as required by statute, administrative rule, order, or other directive.

1.6 RFP ORGANIZATION

This RFP is organized into five sections:

Section 1, Administration Overview: Provides Bidders with an overview of the procurement process.

Section 2, Specifications: Provides Bidders with a general description of the tasks to be performed, delineates Provider's responsibilities, and defines deliverables.

Section 3, Special Provisions: Provides Bidders with general description relating to the contract, its terms, any extensions, if applicable, and Bidder qualifications.

Section 4, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 5, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

Section 6, Attachments and Exhibits: Provides Bidders with information and forms necessary to complete the proposal.

1.7 CONTRACT ADMINISTRATOR

For the purpose of this contract, the Contract Administrator (CA) is Lindsey Doi Leaverton, HCDA's Asset Manager, or her appointed duly qualified representative who (hereafter referred as "CA") may be contacted. From the release date of the RFP until the selection of the successful Bidder, any inquiries and requests shall be directed to the CA:

Lindsey Doi Leaverton
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813
Phone: (808) 594-0300
Fax: (808) 587-0299
Email: dbedt.hcda.contact@hawaii.gov

The CA is responsible for overseeing the contract(s) resulting from the RFP, including system operations, fiscal agent operations, and monitoring and assessing Provider's performance.

Notwithstanding the responsibilities of the CA set forth hereinabove, any coordination of services other than those articulated in the preceding paragraph shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see AG-008 103D, "General Conditions", paragraph 1, entitled, "Coordination of Services by the State").

1.8 BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a Bidder's authority to sell a product. If there is a question or doubt regarding a Bidder's right or ability to obtain and sell a product, the bid will be deemed disqualified and will not be considered for this solicitation as pursuant to Special Provisions 1.17, "Cancellation of Request for Proposal", and 1.19, "Rejection of Proposals".

1.9 PRE-PROPOSAL CONFERENCE

The pre-proposal conference will be held as follows:

Date: Tuesday, October 24, 2017
Time: 10:00 a.m.
Location: Hawaii Community Development Authority
Community Room
547 Queen Street, Ground Floor
Honolulu, Hawaii 96813

The purpose of the Pre-Proposal Conference is to provide interested prospective Bidders with an opportunity to ask questions and obtain clarification regarding the Specifications (scope of work requirements), and other details relating to this RFP. The Pre-Proposal Conference is not mandatory; however, interested prospective Bidders are encouraged to attend and requested to submit any questions regarding this RFP in writing prior to the Pre-Proposal Conference.

Neither the State's responses to questions received from interested prospective Bidders nor anything discussed during the Pre-Proposal Conference shall be construed to make any changes to this RFP, unless otherwise revised via a written addendum issued by the State.

1.10 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All inquiries regarding any item in this RFP shall be in writing. Only those written inquiries received by the deadline below shall be responded to by the date specified in the Procurement Timetable (Section 1.2).

Written questions must be received by:

Date: October 24, 2017 Time: 4:00 p.m. (HST)

To: dbedt.hcda.contact@hawaii.gov

HCDA's responses to written questions will be provided by:

Date: October 25, 2017 Time: 4:30 p.m. (HST)

1.11 PROPOSAL SUBMITTAL

All proposals transmitted via mail shall be postmarked by the United States Postal System (USPS) and received by the HCDA no later than the deadline specified on the Procurement Timetable (Section 1.2).

Proposals transmitted via mail shall be rejected if:

1. Postmarked after the designated date; or
2. Postmarked by the designated date but not received by HCDA within 10 days from the deadline; specified on the Procurement Timetable (Section 1.2), or

All proposals transmitted via hand delivery shall be received by the HCDA by the date and time specified on the Procurement Timetable (Section 1.2). Proposals transmitted via hand delivery shall be rejected if received after the designated date and time.

Original plus 2 copies are required for all Proposals, Mail-in or Hand Delivered. Submittals via private courier services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline.

Dated USPS shipping labels shall not be considered postmarks.

1.12 DISCUSSIONS WITH BIDDERS

- A. **Prior to Submittal Deadline.** HCDA may conduct a discussions with interested prospective Bidders to promote understanding of HCDA's requirements.
- B. **After Proposal Submittal Deadline.** Pursuant to HRS § 103D-303(f) HCDA may, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, conduct discussions with responsible Bidders whose proposals are determined to be reasonably susceptible of being selected for award of

the contract for , notwithstanding that proposals may be accepted without discussion, in accordance with HAR § 3-143-403.

Such Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

1.13 OPENING OF PROPOSALS

Upon the HCDA's receipt of a proposal at the HCDA, located at 547 Queen Street, proposals, modification of proposals, and withdrawals of proposals shall be date-stamped, and time-stamped, secured and retained by the HCDA, and shall not be examined for evaluation purposes until the submittal deadline. Procurement files relating to this RFP shall be open to public inspection after the contract has been awarded and executed by all parties.

1.14 ADDITIONAL MATERIALS AND DOCUMENTATION

Upon request from the HCDA, Bidders shall submit additional materials and documentation reasonably required by the HCDA in connection with HCDA's evaluation of the proposals received.

1.15 RFP AMENDMENTS

The HCDA reserves the right to amend this RFP at any time prior to the closing date.

1.16 CANCELLATIONS OF REQUEST FOR PROPOSAL

This RFP may be canceled or any or all proposals received may be rejected in whole or in part, when it is determined to be in the best interest of the State.

1.17 REJECTION OF PROPOSALS

The HCDA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the problems involved and comply with the service specifications.

Any proposal offering any additional specifications and other terms and conditions contrary or inconsistent with those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any of the following reasons:

- 1) Failure to cooperate or deal in good faith (HAR § 3-141-201).
- 2) Inadequate accounting system (HAR § 3-141-202).

- 3) Late proposals (HAR § 3-143-603).
- 4) Inadequate response to request for proposals (HAR § 3-143-609).
- 5) Proposal not responsive (HAR § 3-143-610(a)(1)).
- 6) Bidder not responsible (HAR § 3-143-610(a)(2)).

1.18 NOTICE OF AWARD

A statement of findings and decision shall be provided to each responsive and responsible Bidder by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this RFP is subject to the approval of the Department of the State Attorney General as to form, and any other additional approvals, including the approval of the HCDA Board, as required by statute, regulation, rule, order, or other directive.

No work is to shall be undertaken by the Contractor(s) awarded a contract prior to the contract commencement date. The State of Hawaii shall not be liable for any costs incurred by Contractor(s) prior to the official starting date.

1.19 DEBRIEFING OF NON-SELECTED BIDDERS

Pursuant to HAR § 3-122-60, a non-selected Bidder may request a debriefing to understand the basis for the selection decision and contract award.

A written request for debriefing shall be made by the non-selected Bidder within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the maximum extent practicable from the receipt date of written request.

1.20 PROTESTS

Pursuant to HRS § 103D-701 and HAR § 3-126-3, an actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract, may submit a protest regarding the following matters described in items A through C below.

- A. A state purchasing agency's failure to follow procedures established by HRS Chapter 103D;
- B. A state purchasing agency's failure to follow any rule established by HRS Chapter 103D; and
- C. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion involving the request for proposals issued by the state purchasing agency.

The "Notice of Protest" and related forms are available on the SPO website. See Section 1.3, "Website Reference," for the SPO website address.

The Notice of Protest shall be addressed and postmarked by the USPS or hand-delivered to: 1) the head of the state purchasing agency conducting the protested procurement, and 2) the contract administrator who is conducting the procurement (as indicated below), within five (5) working days after the postmarked date of the transmittal of the Notice of Findings and Decision sent to the protestor. Delivery services other than the USPS shall be deemed hand deliveries, submitted on the date of actual receipt by the state purchasing agency (HCDA).

Head of Purchasing Agency

Mr. Jesse K. Souki
Executive Director
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

Procurement Officer

Ms. Lindsey Doi Leaverton
Asset Manager
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

1.21 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of the award pursuant to HRS § 103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS § 92F-42(12) within thirty (30) days.

1.22 AVAILABILITY OF FUNDS AND HCDA BOARD APPROVAL

The award of contracts and any allowed renewal or extension thereof, is subject to the availability of funds in addition to approval by the HCDA Board if the dollar amount of the contract exceeds \$25,000.00.

1.23 APPROVALS

Any agreement arising out of this RFP is subject to the approval as to form by the Department of the State Attorney General, and all further approvals, including the approval of the HCDA Executive Director, and the HCDA Board (if the dollar amount of the contract exceeds \$25,000.00), as required by statute, regulation, rule, order, or other directive.

1.24 CONTRACT EXECUTION

The successful Bidder ("Contractor") receiving the award shall enter into a formal written contract with the HCDA. No performance or payment bond is required for this contract.

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

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

1.25 CONTRACT GENERAL CONDITIONS AND SPECIAL CONDITIONS

The General Conditions that will be imposed contractually are posted on the SPO website. Special conditions may also be imposed by the HCDA, as deemed necessary.

INSURANCE REQUIREMENTS

- A. Prior to the contract start date, the Contractor shall procure at its sole expense and shall maintain in full force and effect during the life of this contract, liability, and property damage insurance to protect the Contractor, and Contractor's Subcontractor(s), if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by Contractor or by an Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the Subcontractor(s) as additional insured.
- B. As an alternative to the Contractor providing insurance to cover operations performed by a Sub-contractor and naming the Subcontractor(s) as additional insured, Contractor may require Subcontractor to provide its own insurance which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000.00 per occurrence; personal and advertising injury of \$1,000,000.00 per occurrence; broadcasters' liability insurance of \$1,000,000.00 per occurrence; and with an aggregated limit of \$2,000,000.00. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000.00 for bodily injury for each person, \$1,000,000.00 for bodily injury for each accident, and \$1,000,000.00 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.
- C. Contractor shall deposit with the SPO, on or before the effective date of the Contract, a copy of the insurance policy or policies and certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract.
- D. The Contractor shall immediately provide written notice to the SPO and 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 up expiration.
- E. The certificates of insurance shall contain the following clauses:
1. "The Hawaii Community Development Authority (HCDA) and State of Hawaii are added as additional insureds with respect to operations performed for the HCDA and the State of Hawaii."
 2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- F. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation, termination of the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) if any.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
Worker's Compensation	Coverage A: As required by Hawaii Laws Coverage B: Employer's Liability \$100,000.00 Bodily Injury by Accident (Each Accident) \$100,000.00 Bodily Injury by Disease (Policy Limit) \$500,000.00 Bodily Injury by Disease (Each Employee)
Automobile:	\$2,000,000.00 combined single limit OR \$1,000,000.00 bodily injury per person, \$1,000,000.00 bodily injury per accident, and \$1,000,000.00 property damage per accident
Umbrella Liability	\$2,000,000.00 Aggregate (optional, if other limits cannot meet)

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire contract term, including all extended periods if exercised.

Contractor shall deposit with the HCDA certificate(s) of insurance sufficient to satisfy the HCDA and the State's Risk Management Division that the insurance requirement provisions of this agreement have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the State during the entire term of this agreement, including those of its Subcontractor(s) (sub-bidder(s)), where appropriate. Upon request by the HCDA, Contractor shall be responsible for furnishing a copy of the insurance policy(ies).

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement; notwithstanding said policy or policies of insurance, Contractor shall be responsible for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this agreement.

1.26 PAYMENT

Incremental payments shall be made to the successful Bidder on a monthly basis, upon receipt of reports that meet the expectations of the RFP.

1.27 CONTRACT INVALIDATION

If any provision of the contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

Section 2 - Specifications

SECTION TWO SERVICE SPECIFICATIONS

2.1 INTRODUCTION

The Hawaii Community Development Authority (HCDA), a body corporate and a public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii Department of Business, Economic Development, and Tourism, is the landowner of the Kakaako Makai Gateway Park Facility, Kakaako Mauka Gateway Park Facility, Kakaako Waterfront Park Facility, Kewalo Basin Park Facility, Kolowalu Makai Park Facility, and Kolowalu Mauka Park Facility (collectively, "the Parks"). Through Hawaii Administrative Rules (HAR) Chapter 15-210, the HCDA established policies and procedures relating to rules and regulations of the Parks. The Bidder will be responsible for adhering to and following the procedures set-forth in the rules, as well as this contact.

2.2 GENERAL REQUIREMENTS

A. Specific qualification or requirements, including but not limited to licensure or accreditation

1. Bidder shall be a profit corporation under the laws of the State of Hawaii or non-profit organization determined by the Internal Revenue Services to be exempt from the federal income tax.
2. Entity shall be registered and in good standings with the Department of Commerce and Consumer Affairs.
3. If a non-profit corporation, Bidder must have a governing board whose members have no material conflict or interest and serve without compensation.
4. Bidder must have by-laws or policies that describe the manner in which business is conducted and policies that relate to nepotism and management of potential conflict of interest situations.
5. Bidder must have no less than five (5) consecutive years of experience providing similar services as requested in this bid.
6. Bidder shall have its applicable staff complete the mandated briefing by HCDA.

Bidder shall comply with the Federal, State of Hawaii, and City and County of Honolulu laws, codes, rules, regulations, etc.

2.3 TERM OF CONTRACT AND EXTENSION

The contract shall be for a period of twelve (12) months period commencing from the date of the Notice to Proceed.

Unless terminated, the Bidder and the State may or may not extend two (2) additional 24-month terms or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Bidder for the extended period shall remain the same or as described in the offer.

When interests of the State or the Bidder so require, the State or the Bidder may terminate the contract for convenience by providing thirty (30) days prior written notice to the other party.

2.4 CONTRACT ADMINISTRATOR

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider(s). Written questions should be submitted to the RFP contact person and received by the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Lindsey Doi
Asset Manager
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813
Phone: (808) 594-0300 Fax: (808) 587-0299

2.5 SCOPE OF WORK

The services to be performed under this contract shall consist of furnishing and paying for all labor, equipment, supplies and all related administrative and personnel costs, as necessary, to provide security services and social outreach services to unsheltered homeless individuals and families in the Parks, and inform them (utilizing foreign language interpreters when interacting with persons for whom English is not their first language) of available emergency shelters, available transportation to emergency shelters if not within walking distance, housing, health care, mental health, and other social and community services. at the Parks Facilities and Olomehani Street Parking Lot (hereinafter collectively referred to as "HCDA Properties"), identified in the site map (Attachment 4).

- A. Requirements:
The Contractor shall be responsible for reviewing HCDA's Park Rules and comply with all requirements as specified herein and shall enforce HAR Chapter 15-210, as amended.

Contractor shall be responsible for coordinating and communicating with state, local and federal law enforcement and other government agencies and HCDA's towing contractor(s) as necessary to enforce HCDA Park Rules. This includes calling 9-1-1 to report any criminal activity and filing the appropriate reports for law enforcement.

2.6 SERVICES TO BE PROVIDED

The Contractor shall ensure that sufficient security guard personnel needed to enforce all provisions of HAR § 15-210-1 through § 15-210-29, is timely provided. The number of personnel and the total number of hours of work required to satisfactorily perform the scope of services at all times shall be reflected in the Bidder's Proposal Form.

Services to be performed shall include, but are not limited to the following:

- A. Conduct regular patrols of HCDA's Properties by uniformed security personnel and monitoring of all activities therein.
- B. Take appropriate action to document, report, and cite in response to any violation of HAR § 15-210-1 through § 15-210-29, in the Park Facilities. Give verbal warnings to violators, followed by civil citations for corrective action.
- C. Maintain daily records of security patrols and provide detailed reports to the HCDA upon request. Contractor may choose to maintain and install, at Contractor's sole expense, an electronic monitoring system to ensure that Contractor's employees adhere to regular patrol schedules. Such monitoring system shall remain the property of Contractor upon the termination of the Contract.
- D. Provide a dedicated roving patrol vehicle equipped with a bullhorn and flashing beacon light to be used as needed, but especially during the Park Facilities' closure hours.
- E. Cite all unpermitted persons and tow all unpermitted vehicles remaining in parks during nightly, posted closure hours. Any violators remaining in the park after 10:00 p.m. shall be cited for corrective action.
- F. Contact law enforcement to enforce criminal trespass, HRS § 708-814.5, against individuals who refuse to leave the closed Park Facilities after (1) trespassers have been cited, and (2) if they self-identify as homeless, follow Park Rules regarding property storage and outreach procedures. A record of those calls and law enforcement response shall be documented and maintained by the Contractor in a written log and reported to HCDA.
- G. Subcontract or coordinate with a towing contractor to remove all unauthorized vehicles from the Park Facilities fifteen (15) minutes after the Park Facilities have closed.
- H. Open, close, and lock all security gates and comfort station gates located within the Park Facilities in accordance with the Park Facilities' operating hours.

Kewalo Basin Park: There are two cattle gates to the parking lot. These gates must be opened daily at 5:30 AM and closed daily at 10:00 p.m.

Kakaako Waterfront Park: All park gates shall be opened daily at 6:00 a.m. and closed daily at 10:00 p.m.

- I. Maintain a daily log book of all status reports, incidents, and vehicle tows. The Log book shall also include observations of the following:
 1. Vandalism of any electrical, water, wastewater, or other utility equipment;
 2. Unauthorized access, damage, or theft of public utilities equipment located on HCDA Properties;
 3. Vandalism or other Property Damage to HCDA comfort stations or shower facilities;
 4. Potentially Unsafe Conditions on HCDA's Properties such as exposed and/or frayed energized (live) electrical wiring near standing water;
 5. Neglect/Abuse of Dogs or Other Domesticated Animals on HCDA Properties;
 6. Unleashed Dogs on HCDA's Properties;
 7. Incidents Involving Bites/Attacks by Dogs on HCDA Properties; and
 8. Graffiti on HCDA Properties.
- J. Compile daily logs on a weekly basis and submit seven (7) daily logs to the HCDA's Asset Manager every Monday for review. For any disturbances, violations, accidents, malfunctions, or actions in which law enforcement is called to provide assistance, Contractor shall submit a written report to the HCDA within twenty-four (24) hours of such incident(s).
- K. Maintain a Security Management Plan that includes all required security guard qualifications, hiring procedures (including background and police record check), training, day-to-day guard duties and responsibilities, electronic monitoring system, equipment list, patrol schedule, supervision system, and other salient issues relating to security.
- L. Conduct outreach services to all individuals who are violating park rules to prevent behavior from continuing. Outreach services shall be in done in conjunction with service providers, law enforcement, and the Hawaiian Humane Society, as needed.
- M. Store any personal property left behind by individuals who are asked to leave the park due to violating park closure hours or park rules. Stored property shall be handled in accordance with HAR § 15-210-16, Abandoned Property.
- N. Ensure Contractor's GDA (Guard Agency) license is active and in good standing during the entire term of this Contract.
- O. Ensure that all of Contractor's personnel adhere to the following guidelines:
 1. All security guards shall lookout for illegal, suspicious, or unusual activities, as well as security and safety hazards such as, but not limited to, disorderly conduct and vandalism. Such surveillance shall be

maintained throughout HCDA Properties including inspection of comfort stations, promenades, walkways and parking areas.

2. All security guards shall be uniformed and maintain a neat and well-groomed appearance.
3. All security guards shall have the attitude, capability, and emotional stability to interact positively with park users and members of the public.
4. All security guards shall take immediate appropriate responsive action to any unauthorized or illegal activities or conduct to ensure the safety of park users and welfare of the Parks. The Honolulu Police Department, Sherriff's Office, and/ or Honolulu Fire Department shall be immediately notified of suspicious, unsafe and/or emergency conditions.
5. All security guards assigned to the HCDA Properties shall be thoroughly familiar with the provisions of HAR § 15-210 and the related policies and procedures prior to reporting to work.
6. Family members or friends are not allowed to accompany the security guards in the course of performing their duties.

2.7 EXPERIENCE

Contractor shall have at least five (5) consecutive years of experience providing the services described in this RFP.

2.8 WORK SCHEDULE

Bidder shall provide trained uniformed security guards to conduct patrols seven (7) days a week, 365 days a year (366 days on leap years). The work schedule and number of personnel shall be as described in Bidder's proposal.

2.9 INSPECTIONS

The HCDA reserves the right to conduct periodic and unscheduled inspections at any time to observe and evaluate the quality of the Contractor's and contractor's personnel's work.

Section 3 – Special Provisions

SECTION THREE SPECIAL PROVISIONS

3.1 BIDDER QUALIFICATIONS

To assure the HCDA that the Bidder is capable of performing the work specified herein, Bidder must meet the following requirements at the time of bidding:

3.1.1 LICENSES

Bidder must have a valid guard service license registered with the Hawaii State Department of Commerce and Consumer Affairs at the time of bid submittal.

3.1.2 REFERENCES

Bidder shall provide at least three (3) State of Hawaii references for whom Bidder has performed or is currently performing on a regular basis, the same services specified in this RFP. The HCDA reserves the right to contact the references provided by Bidder and to reject any bid submitted by a Bidder whose performance on other service contracts has been deemed unsatisfactory.

3.1.3 PERMANENT OFFICE SERVICE FACILITY LOCATION AND REPRESENTATIVES LOCATED IN THE STATE OF HAWAII

Bidder shall have a permanent office and representative(s) in the State of Hawaii at time of bid opening and thereafter during the term of the contract, where the Bidder will conduct business and will be accessible by telephone 24-hours a day, including weekends and holidays, to respond to complaints, requests, or inquiries requiring immediate attention.

3.1.4 CERTIFICATE OF VENDOR COMPLIANCE

Successful Bidder must be registered in good standing in the State of Hawaii "Certificate of Vendor Compliance," at <http://vendors.ehawaii.gov/hce/splash/welcome.html>

3.1.5 CERTIFICATE OF INSURANCE AND COPY OF INSURANCE POLICY

Bidder shall provide a Certificate of Insurance evidencing Bidder's general liability insurance for \$2,000,000.00 combined single limit occurrence for bodily injury and property damage and automobile insurance for \$1,000,000.00 each person and \$1,000,000.00 per accident and property damage of \$1,000,000.00 per accident. The State of Hawaii and the Hawaii Community Development Authority, and its elected and appointed officials, officers, employees and volunteers shall be named as additional insureds. Bidder shall also provide a copy of Bidder's current insurance policy/policies regarding the above-referenced insurance requirements.

3.1.6 WAGE CERTIFICATE

Bidder must complete and return all Wage Certificate form pages with Bidder's proposal (attach as exhibits to bid submittal). The Bidder certifies that services required will be performed pursuant to HRS § 103-55. If requested by the HCDA, Bidder shall have five (5) days to provide additional information/documentation. Failure by the Bidder to provide the additional information/documentation requested, may result in disqualification of Bidder. The HCDA reserves the right to reject any bid lacking any information requested by HCDA.

3.2 STATUTORY REQUIREMENTS OF HRS § 103-55

Bidder acknowledges that HRS § 103-55, 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.

To assist the Bidder in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for public employee positions that perform security attendant services. Effective July 1, 2017, the basic hourly wages paid to the State positions are as follows:

Class	Hourly Rate
Parking & Security Officer I	\$13.83 /hr.
Security Officer I	\$16.17 /hr.

Attachment 4 – Position Descriptions and Minimum Qualifications for Parking & Security Officer I and Security Officer I

Accordingly, Bidder should consider the aforementioned wage rates when preparing its quote.

Award will not be made to any Bidder failing to meet ALL of the above qualifications. Failure to meet these qualification requirements shall result in rejection of the proposal. Further, compliance with these requirements must be maintained by the Bidder during the entire contract term.

The HCDA reserves the right to disqualify any potential Bidder if, in the HCDA's discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the goods and/or services.

3.3 SITE INSPECTION

Prior to submittal of the proposal, Bidder shall visit the Work Locations to become thoroughly familiar with existing conditions, relating to the extent and nature of work to be performed. The site inspection is not mandatory; however, submission of the proposal shall constitute evidence that the Bidder understands the scope of the services to be provided and the contract requirements, and that the Bidder agrees to comply with all contract requirements, including the specifications contained herein. No additional compensation will be made due to reason or any misunderstanding or error regarding conditions at the services areas or the amount and type of work to be performed.

3.4 ALLOWANCE

The Contractor may be required to perform additional services. Such services shall be performed only at the direction and/or preapproval of the CA or CA's designated duly qualified representative. The Contractor shall be reimbursed for allowance items after services are performed. An allowance amount of TEN THOUSAND DOLLARS (\$10,000.00) per year for additional services will be added to the TOTAL ANNUAL SUM BID when the Contract is prepared.

Section 4 - Proposal Application Instructions

SECTION FOUR PROPOSAL APPLICATION INSTRUCTIONS

GENERAL INSTRUCTIONS FOR COMPLETING APPLICATIONS:

- *Proposal shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the bid, the titles/subtitles, and the Bidder organization and RFP identification information on the top right hand corner of each change should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Bid should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 6.*
- *Tabbing of sections (Recommended).*
- *Bidders must also include a Table of Contents with the Proposals. A sample format is reflected in Section 6, Attachment B of this RFP.*
- *Bidders must complete and submit all bid forms. (Attachment 3, Proposal BF1 to Proposal BF-3.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon a Bidder's score.*
- *Bidders are **strongly** encouraged to review evaluation criteria in Section, Proposal Evaluation when completing the bid.*

The Bid Application is comprised of the following sections:

- *Table of Contents*
- *Cover Letter and Program Overview*
- *Management Plan*
- *Financials*
- *Proposal Forms (BF 1-3)*

4.1 COVER LETTER AND PROGRAM OVERVIEW

- A. Cover Letter. The cover letter shall include the following:
1. The signature, name, title, address, business telephone number and email address of that individual(s) with the authority to negotiate and contractually bind the Bidder.
 2. A brief qualifying statement made by the authorized individual(s) outlining the Bidder's skills, facilities, experience, and organizational and technical qualifications or the ability to obtain such as to be able to meet the requirements set forth in the Specifications and Special Provisions.
 3. Bidder shall give a brief overview to orient evaluators as to the program/services being offered.

4.2 MANAGEMENT PLAN

A. EXPERIENCE AND CAPABILITY

1. Necessary Skills:

Bidder shall demonstrate that it has the necessary skills, abilities, and knowledge relating to Security Guard and Social Outreach Services.

Bidder shall provide a description of program to the Security Guard and Social Outreach Services. Bidder shall include point of contact, address, e-mail/phone numbers. The HCDA reserves the right to contact references to verify experience.

- a. List of experience as a Bidder for Security Guard and Social Outreach Services.
- b. List of Bidder's experience as Bidder for Security Guard and Social Outreach Services.
- c. List contracts with public sector in providing Security Guard and Social Outreach services. Bidder shall provide a point of contact and telephone number. HCDA reserves the right to contact any of the listed points of contract to inquire about the Bidder's past Security Guard and Social Outreach service performance and personnel;

2. Experience

At least one year experience in successfully providing Security Guard and Social Outreach Services with public sector is preferred. For those Bidders that do not meet the successful one-year experience requirement, an exception can be made. The request for an exception shall include at a minimum a discussion of the following:

- a. The reason why the exception is being requested (i.e., the reason why the Bidder does not meet the one-year experience requirement.)
- b. The qualifications and experience of the Bidder providing Abandoned and Storage Property service for other related State, County or Federal agencies in the past.
- c. Description of the services performed to date and accompanying statistical data.

B. ORGANIZATION AND STAFFING

1. Staffing

- a. Proposed Staffing:

Bidder shall describe the proposed staffing and staff ratio appropriate for the Security Guard and Social Outreach Services.

b. Staff Qualifications

Bidder shall provide the minimum qualifications (including experience) for staff assigned for the Security Guard and Social Outreach Services. (Refer to the Scope of Work in Section 2, Service Specifications, as applicable)

2. **Service Organization**

a. Supervision and Training

The Bidder shall demonstrate experience in supervising and training staff to work relative to the delivery of the proposed Security Guard and Social Outreach Services for the HCDA.

b. Organization Charts

Bidder shall identify the position title of each staff person and line of responsibility/supervision, name and full-time equivalency). Both the "Organization-wide" and "Program" organization charts shall be attached to the proposal.

C. SERVICE DELIVERY

Bidder shall include a detailed description of the Bidder's approach to applicable service and management requirements from Section 2.6, Scope of Work, and Section 2.7, Services to Be Provided, including (if indicated) a work plan of all services and tasks to be completed, related work assignments/responsibilities, and schedules.

Bidder shall include a completed description of Security Guard and Social Outreach Services for proposed for HCDA.

4.3 FINANCIALS

A. Pricing Structure

Bidder shall submit a cost proposal utilizing the price as listed on Bid Form 2, Attachment 3.

Bidder shall identify the cost per person per hour, number of hours necessary to accomplish contract objectives per day, as well as total cost per day and per year. The pricing shall include all taxes, and shall be the all-inclusive cost to the HCDA. No other charges will be honored.

4.4 PROPOSAL FORMS

To be considered responsive, the Bidder's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

- A. Proposal, Page BF-1. Proposal, BF-1 is required to be completed using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Proposal, BF-1 (SECTION SIX, Attachment 3). Failure to do so may delay proper execution of the Contract.

The Bidder's authorized signature on the Proposal, BF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Bidder's intent to be bound

- B. Proposal, Page BF-2. Pricing shall be submitted on Proposal BF-2 (SECTION SIX, Attachment 3). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive. PROPOSAL CONTENTS.

4.5 BIDDER'S AUTHORITY TO SUBMIT A PROPOSAL

The HCDA will not participate in determinations regarding a Bidder's authority to sell a product or service. If there is a question or doubt regarding a Bidder's right or ability to obtain and sell a product or service, the Bidder shall resolve that question prior to submitting an offer.

4.6 REQUIRED REVIEW

- A. Before submitting a proposal, each Bidder must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Bidder understands the requirements of the RFP. Bidder must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- B. Should Bidder find defects and questionable or objectionable items in the RFP, Bidder shall notify the Hawaii Community Development Authority in writing prior to the deadline for written questions as stated in the RFP *Procurement Timetable*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

4.7 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Bidder in preparing or submitting a proposal shall be the Bidder's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

4.8 TAX LIABILITY

- A. Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Bidder is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, a Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- B. Federal I.D. Number and Hawaii General Excise Tax License I.D. Bidder shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Bid Form, page BF-1, thereby attesting that the Bidder is doing business in the State and that Contractor will pay such taxes on all sales made to the State.

4.9 PROPERTY OF STATE

All proposals received are the property of the State of Hawaii.

4.10 CONFIDENTIAL INFORMATION

- A. If a Bidder believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Bidder shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Bidder's confidentiality claim. Price is not considered confidential and will not be withheld.
- B. A Bidder shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Bidder considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

4.11 EXCEPTIONS

Should Bidder take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Bidder shall list such exceptions in this section of the Bidder's proposal. Bidder shall reference the RFP section where exception is

taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

4.12 PROPOSAL OBJECTIVES

- A. One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Bidders ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- B. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- C. When a Bidder submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Bidder has identified as necessary to successfully complete the obligations outlined in this RFP.
- D. The proposal shall describe in detail the Bidder's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 1.1 SCOPE OF WORK.
- E. Bidder shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

4.13 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Bidder(s) shall be open to public inspection upon posting of award pursuant to HRS § 103D-701.

4.14 DISCUSSION WITH PRIORITY LISTED BIDDERS

The HCDA may invite priority listed Bidders to discuss with their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.2, Procurement Timetable. The HCDA may also conduct discussions with priority listed Bidders to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

4.15 BEST AND FINAL OFFER (BAFO)

If the HCDA determines a BAFO is necessary, it shall request one from the Bidder. The Bidder shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

4.17 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF PROPOSALS

- A. The Bidder may modify or withdraw a proposal before the proposal due date and time.
- B. Any change, addition, deletion of attachment(s) or data entry of a Proposal may be made prior to the deadline for submittal of offers.

4.18 MISTAKES IN PROPOSALS

- A. Mistakes shall not be corrected after award of contract.
- B. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Bidder to confirm the proposal. If the Bidder alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.
- C. Once discussions are commenced or after best and final offers are requested, any priority-listed Bidder may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- D. If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- E. If discussions are not held, or if the best and final offers upon which award will be made have been received, a Bidder alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidders; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow a Bidder to correct them if either is in the best interest of the State. Examples include the failure of a Bidder to: return the number of signed

proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Bidder's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Bidder received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

4.16 RESPONSIBILITY OF BIDDERS

Bidder is advised that in order to be awarded a contract under this solicitation, Bidder will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

- A. HRS Chapter 237, General Excise Tax Law;
- B. HRS Chapter 383, Hawaii Employment Security Law;
- C. HRS Chapter 386, Worker's Compensation Law;
- D. HRS Chapter 392, Temporary Disability Insurance;
- E. HRS Chapter 393, Prepaid Health Care Act; and
- F. HRS § 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/Bidders/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/Bidders/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Bidders are advised to register on HCE soon as possible. If a Bidder is not compliant on HCE at the time of award, they will not receive the award.

Section 5 - Proposal Evaluation

SECTION FIVE EVALUATION CRITERIA

5.1 INTRODUCTION

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

5.2 EVALUATION PROCESS

The Contract Administrator, or an evaluation committee of designated reviewers selected by the Head of Purchasing Agency or Contract Administrator shall review and evaluate bids. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- A. Phase 1 – Evaluation of Proposal Requirements
- B. Phase 2 – Evaluation of Proposal Bids
- C. Phase 3 – Recommendation of Award

Proposal Evaluation Categories and Thresholds

Proposal Evaluation Categories **Points**

Possible

Proposal Application

100 points

Program Overview

0 points

Experience and Capability

30 points

Organization and staffing

15 points

Service Delivery

40 points

Financials

15 points

TOTAL POSSIBLE POINTS

100 points

5.3 EVALUATION CRITERIA

A. Phase 1 – Evaluation of Proposal Requirements

1. Proposal Application Requirements

- a. Table of Contents
- b. Cover Letter and Program Overview
- c. Management Plan
- d. Financials
- e. Proposal Forms (BF 1-3)

**B. Phase 2 – Evaluation of Proposal
(100 points)**

No points are assigned to table of contents, cover letter, or Program Overview. The intent is to give the Bidder an opportunity orient evaluators as to the service(s) being offered.

1. Experience and Capability (30 points)

The HCDA will evaluate the Bidder's experience and capability relevant to the contract, which shall include:

- a. Necessary Skills (10 points)**
 - Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.
- b. Experience (10 points)**
 - Experience providing security, stored property, and social outreach services.
- c. Quality Assurance and Evaluation (5 points)**
 - Sufficiency of quality assurance and evaluation plans for the proposed services.
- d. Coordination of Services (5 points)**
 - Demonstrated ability and plan to coordinate and effectively communicate with public, HCDA staff, other government agencies, and community-based agencies.

2. Organization and Staffing (15 points)

The HCDA will evaluate the Bidder's overall staffing approach to the service.

3. Service Delivery (40 points)

Description of how Bidder will implement all provisions of HAR Chapter 15-210 and specifically enforce park use rules as described in HAR § 15-210-13.

4. Financial (15 points)

- Reasonable price structure. The Bidder must complete Proposal BF-2, Attachment 3. **(12 points)**
- Adequacy of accounting system **(3 points)**