

**REQUEST FOR PROPOSALS
FOR
CONTRACT LABOR SERVICES**

RFP No. 2022-1

HONOLULU, HAWAII

MAY 2022

Proposal Due Date: July 1, 2022

**For Information, Contact Noelle Liew,
Manager's Contracting Officer
at hccrfp@hccasm.com**

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NOTICE TO OFFERORS

AEG Management HCC, LLC, a wholly owned subsidiary of ASM Global (“Manager”) is requesting proposals (“Proposals”) from qualified companies (“Offerors/Contractors”) for contract labor services at the Hawai’i Convention Center (“HCC”).

Thank you for your interest in submitting a proposal for this solicitation. The purpose of this request for proposals is to identify and select the best qualified provider(s) that will provide superior services to meet the scope of services at competitive rates. At its discretion, the Manager may award a single contract or it may award separate contracts for each service. The rationale for this request for proposals (“RFP”) is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified responsive and responsible proposal. In order for the Manager to evaluate your proposal in a timely manner, please follow the instructions presented in each section of this document.

This RFP does not commit Manager to award a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Manager also reserves the right to unilaterally cancel this solicitation at any time without any liability.

Forms and information are available by contacting:

Contracting Officer – Noelle Liew
AEG Management HCC, LLC/HCC
1801 Kalakaua Avenue
Honolulu, Hawaii 96815
Email: hccrfp@hccasm.com

Offerors should carefully read the entire RFP documents. Proposals must comply with all instructions herein provided and must be submitted with a completed and signed Proposal Form, a copy of which is provided hereto as Appendix B. Interested parties should email the Contracting Officer (as defined in Section 1.2 below) at hccrfp@hccasm.com to register by **June 10, 2022**.

Written questions regarding this RFP may be submitted via email to hccrfp@hccasm.com by **4:00 p.m. Hawaii Standard Time (“HST”) on June 17, 2022**.

Offerors must submit their complete proposal no later than **4:00 p.m., HST, on July 1, 2022** via email to hccrfp@hccasm.com.

SECTION 1 - GENERAL INSTRUCTIONS TO OFFERORS

1.1 DEADLINE FOR PROPOSALS

Proposals **MUST** be submitted via email to hccrfp@hccasm.com no later than **4:00 p.m., HST, on July 1, 2022.**

Facsimile proposals are not acceptable.

Proper delivery of the proposal is the sole responsibility of the Offeror.

1.2 CONTRACTING OFFICER

The Contracting Officer is responsible for administrating/facilitating all requirements of the RFP solicitation process. The Contracting Officer will also be responsible for "contractual actions" throughout the term of the contract. The Contracting Officer is:

Contracting Officer -- Noelle Liew
AEG Management HCC, LLC/HCC
1801 Kalakaua Avenue
Honolulu, HI 96815
hccrfp@hccasm.com

The Contracting Officer shall be the primary point of contact for procurement and contract-related issues.

1.3 COMPANY OVERVIEW

ASM Global is the world's leading venue management and services company. The company was formed by the combination of AEG Facilities and SMG, global leaders in venue and event strategy and management. The company's elite venue network spans five continents, with a portfolio of more than 300 of the world's most prestigious arenas, stadiums, convention and exhibition centers, and performing arts venues. For more information, please visit www.asmglobal.com.

Facility Overview

The HCC opened to the public in June 1998 and is used for a variety of events, including conventions, trade shows, public shows, meetings and sporting events. The HCC offers approximately 350,000 square feet of rentable space, including 51 meeting rooms.

AEG Management HCC, LLC, a part of the ASM Global collection of companies, is the manager of the HCC pursuant to a Contract for Professional Services effective as of January 1, 2014, as may have been amended, with the Hawai'i Tourism Authority ("HTA"), a duly organized authority of the State of Hawai'i (the "State").

For more information on Manager, please visit www.meethawaii.com/convention-center.

1.4 PROCUREMENT TIMETABLE and SIGNIFICANT DEADLINES

The timetable set out herein represents Manager's best estimate of the schedule that will be followed in the RFP process. If an activity of the timetable, such as "Proposal Due Date for Receipt of Proposals" is delayed, the rest of the timetable dates may be shifted by the same number of days. Offerors will be advised, by addendum to the RFP, of any changes to the proposed timetable.

<u>Activity</u>	<u>Scheduled Date</u>
RFP Announcement	May 26, 2022
RFP Issued	May 27, 2022
Register Date By.....	June 10, 2022
Pre-Proposal Conference/Site Visit (Mandatory).....	June 14, 2022, 10:00 a.m. HST
Closing Date for Receipt of Questions.....	June 17, 2022, 4:00 p.m. HST
Manager's Response to Offeror's Questions.....	June 24, 2022
Proposal Due Date.....	July 1, 2022 4:00 p.m. HST
Proposal Negotiations/Presentations.....	Week of July 18-22, 2022
Best and Final Offers (if necessary).....	July 29, 2022
Contractor Selection/Award of Contract (tentative).....	August 2022
Contract Execution Date (tentative).....	August 2022
Contract Tentative Commencement Date (tentative).....	August 2022

1.5 PRE-PROPOSAL CONFERENCE/SITE VISIT (Mandatory)

A mandatory pre-proposal conference – site visit will be held on **June 14, 2022 from 10:00 a.m. HST** at the HCC. The purpose of the conference is to review Manager's requirements; answer questions pertaining to the RFP; and, provide additional information that may assist in the preparation of proposals. Additionally, an escorted "familiarization tour" of the HCC will be conducted for interested Offerors.

Pre-Proposal Conference proceedings will not be formally documented unless changes in the RFP are required. RFP changes will be implemented by issuing an Addendum (to the RFP). Addenda will be provided to all Offerors registered to receive the RFP. The proceedings, at Manager's option, may be audio and/or videotaped by Manager. Attendees cannot audio and/or videotape the proceeding.

Offerors interested in attending the conference should contact the Contracting Officer. Attendees are to check-in at the HCC Lobby street level of the HCC and await further

direction. Costs relating to attendance at the Pre-Proposal Conference/Site Visit shall be the responsibility of the attendee and shall not be reimbursed by Manager.

The conference shall be cancelled at the election of Manager if no or little interest in conference participation is received.

1.6 SUBMISSION OF QUESTIONS

Offerors are encouraged to submit written questions pertaining to the RFP. Impromptu (unwritten questions) are permitted and verbal answers will be provided at the Pre-Proposal Conference and other occasions but are only intended as general direction and will not represent official Manager position.

Questions must be submitted in writing via email. All relevant written questions will receive an official written response from Manager and become addendums to the RFP. The only official position of Manager is that which is stated in writing and issued in the RFP as addenda thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

1.7 SOLICITATION REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing and should be received by the Contracting Officer by **4:00 p.m., HST, on June 17, 2022**. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of proposals upon which award may not be made due to a defective solicitation package. Offerors may not raise any issues with the contents of the RFP after Proposals have been submitted.

1.8 RFP AMENDMENTS AND ADDENDA

Manager reserves the right to amend the RFP any time prior to the ending date for proposal review/evaluation period. Such changes shall come in the form of amendments or Addenda.

1.9 CANCELLATION OF RFP

The RFP may be unilaterally canceled by Manager at any time if such cancellation is determined by HCC in its sole discretion to be in the best interests of Manager.

1.10 CONDITIONS AND LIMITATIONS

The proposal and any information made a part of the proposal will become part of HCC's official files without obligation on Manager's or HCC's part to return them to the original Offeror(s).

This RFP and the selected Offeror's response will, by reference, become part of the formal Contract between Manager and the selected Offeror resulting from this solicitation.

Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Manager or the State for the purpose of influencing consideration of a

proposal.

1.11 RULES OF CONTACT AND COMMUNICATIONS

As stated in Section 1.2, the Contracting Officer shall be the primary point of contact for procurement and work-related issues throughout the term of the contract. Contact with Manager officials, employees, or representatives concerning this RFP while the solicitation process is in progress, except as expressly required or permitted by these General Instructions, the RFP Documents, or other instruction from Manager may result in disqualification. The solicitation process begins when the RFP is issued and will be completed with the award of the contract. Any contact determined to be improper, at the sole discretion of Manager, may result in disqualification.

SECTION 2 – SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

The Contractor shall provide all management and labor to perform the requirements of the scope of services and to satisfactorily fulfill the job descriptions set forth in Appendix A for the following department labor categories:

- a. Janitorial
- b. Landscaping
- c. Set-up & Dock
- d. Security

At its discretion, Manager may award a single contract or it may award separate contracts for each department labor category.

At a minimum the Contractor must implement a rigorous screening, hiring, training and performance-based service plan that includes but is not limited to the following components:

- a. Thorough screening to hire process
- b. Orientation and training, with documentation as such
- c. Structured walk around plan for on-site supervision and management
- d. Timely response on labor calls
- e. Timely employee reviews
- f. Structured disciplinary process
- g. Timely invoicing and response to inquiries for support
- h. On-going refresher training for tenured staff

Please visit <https://events.hawaiiiconvention.com/> to see HCC's future event calendar.

2.2 MANDATORY EMPLOYEE HOURLY RATES, GUARANTEED DAILY MINIMUMS & BILL RATES

Workers at the HCC at any given time may be furnished by a number of different contractors. To ensure that all workers are well qualified and to ensure parity between workers who may be doing the same job but working for different direct employers, Manager has established mandatory hourly employee rates of pay for each labor category. These mandatory employee hourly rates may be found on Appendix B to this RFP. The Manager reserves the right to audit employee pay rates to ensure Contractor is in compliance with contract.

Rates are set on an annual basis negotiable on an annual basis.

Overtime rates shall be at time and a half for hours worked in excess of forty hours per week. **Contractor must obtain written approval from Manager prior to scheduling overtime.** Overtime incurred by employees that is not approved by the Manager is not billable to the Manager.

Contractor employees will not receive gratuities for work performed at the HCC.

Proposers must complete and submit Appendix B to this RFP to (1) guarantee a certain number of qualified employees given a seven day advance notice (the “Guaranteed Daily Minimum”), and (2) provide the regular billing rate for each category of labor listed. **All days for which premium time pay is required must also be listed in all proposals.**

2.3 BACKUP CONTRACTS

There will be occasions when Manager’s requirements may exceed the selected contractor’s guaranteed minimum or when the CONTRACTOR is unable to fill the labor call. Manager will be awarding a Secondary or Tertiary Contractor, if necessary. When an actual labor requirement occurs, Manager will offer the entire requirement to the Primary Contractor regardless of the minimum guarantee. The Primary Contractor is obligated to provide at least its minimum guarantee and may provide more than that. In the event that the Primary Contractor cannot fill the entire requirement, the unsatisfied portion will be offered to the Secondary and/or Tertiary Contractor. Secondary and Tertiary Contractors will be required to pay their labor the same mandatory employee hourly rate as the Primary Contractor.

2.4 LABOR CALLS

Provided Manager has submitted the labor call within the required seven or more days in advance, within four days of receipt of a “call” for labor, the Contractor shall furnish Manager with a schedule showing names and schedules of the individuals assigned to work. On large labor calls Manager will provide the labor call requirement ten days in advance. The schedule shall be in a format agreed to by Manager and the Contractor.

Provided Manager has submitted the labor call within the required seven or more days in advance, the Contractor assumes all responsibility for “no shows” or “sick calls” and will be subject to a penalty fee of \$50 per occurrence in the event the call is not completely filled. In the event of a “no show” or “sick call”, the Contractor will notify Manager and confirm that the shift still needs to be filled. Any necessary additional time paid to cover the shift until the no show arrives or is replaced will be the responsibility of the Contractor. Additionally, should the no-show cause the need for overtime pay within the same pay period, the Contractor will also be responsible for the overtime expense.

Secondary and Tertiary Contractors will be provided the labor call four or more days in advance.

2.5 SCHEDULING

The work week will be based upon a Saturday – Friday schedule. Scheduled shifts will be paid a minimum of 4 hours. A 30-minute unpaid meal break will be given to employees with a shift of a minimum of 5 hours. If employees are working an extended shift of 12 hours or more, the employee may take another 30-minute unpaid meal break. Manager is not responsible to provide any meals to any job category.

The Contractor will ensure not to schedule an employee for more than a 16-hour shift; two consecutive 8-hour shifts in one day. If this should occur, the said employee will be given an unpaid rest period of 12 hours before their next scheduled shift.

The Contractor will be responsible to monitor their employee's accumulated hours in a work week to be mindful of overtime charges which is covered in Section 2.2.

Contractor employees are allowed to be on site ½ hour prior and ½ hour after a scheduled shift unpaid. Contractor employees are not allowed on-site when not scheduled.

2.6 EMPLOYEE TIME REPORTING AND CHECK IN

Contractor will be required to utilize an electronic time keeping system to account for their employees time worked. Contractor is responsible to purchase, install, repair, and maintain this electronic time keeping system. Contractor must provide the name of the electronic time keeping system to be used in its proposal and include a sample electronic time sheets in its proposal.

When 5 or more scheduled individuals are required for a shift (a.m. or p.m.), Contractor shall provide an "on-site Supervisor" who shall check-in employees, ensure proper punch/sign in procedures and turn over to Managers Point of Contact for work assignment.

The on-site Supervisor must be on premises prior to the beginning of shifts each day that their employees are working. The check-in process is to include a physical check to ensure employees are properly attired, groomed and prepared to work their shift. Check-in is to also include an informational briefing designed to remind employees of rules in place, updating policy changes or future events affecting them.

When providing fewer than 5 scheduled individuals an on-site representative is not required, however, the Contractor must provide the name and phone number of a representative who shall be available on an "on-call" basis to deal with any issues relating to their employees in a timely manner.

Secondary and Tertiary Contractors have the option of installing an electronic time keeping system to account for their employees time worked. If an electric time keeping system is not utilized, the Secondary and Tertiary Contractors must have policies and procedures in place to account for employee hours worked.

2.7 USE OF SUPPLIES AND EQUIPMENT

The HCC is a facility that contains material, finishes and equipment that the Contractor may not be familiar with. To maintain the validity of warranties and to ensure proper care of the facility, furnishings, and equipment, the Contractor shall utilize only such cleaning processes, supplies, material and equipment as are supplied by Manager.

Contractor employees are responsible to notify Manager's Point of Contact of any damages to materials, furnishings and equipment noticed during their shift.

2.8 WORK CONDUCT

Contractor and its employees are expected to conduct themselves in a responsible and professional manner that is lawful, reflects good judgment and the needs of the business environment. Unlawful behavior or demonstration of acts that interfere with the efficient operation of business or detracts from the Company's reputation or welfare is prohibited.

2.9 WORK PERFORMANCE

The Contractor shall be solely responsible for the satisfactory completion and quality of all work performed as determined by Manager.

- a. ALL work and services must comply with ALL applicable City and County, State, and Federal rules, regulations, codes, and guidelines.
- b. Manager will hold the Contractor liable for all the acts of its employees.
- c. Contractor shall ensure compliance with the HCC Health & Safety Procedures provided as Appendix F.
- d. Contractor agrees to remove any of its employees from services rendered, and to be rendered, to Manager, upon written request by Manager. Manager reserves the right to ask the Contractor to remove and replace any employee who conducts himself or herself in a manner detrimental to the operation of the HCC. Such conduct would include, but is not limited to, inappropriate behavior toward clients or staff of the HCC, consuming alcoholic beverages on the premises, taking of unauthorized HCC or client property from premises and unauthorized or illegal activity.
- e. Once the contract is awarded, the Contractor shall communicate directly with Manager's Point of Contact and Contractor shall cooperate fully with Manager's Point of Contact in every way.
- f. When a disagreement arises between the Contractor and Manager in regards to work performance of specific service requirements within the contract specifications, the directives of Manager shall prevail. Contractor's failure to comply with Manager's directives shall be deemed cause for corrective action and subject to contractual remedies.
- g. The Contractor shall immediately notify Manager's Point of Contact regarding any damages and defects caused by negligence of the Contractor or its employees.
- h. Quarterly Meeting. The Contractor is required to attend HCC Quarterly Contractor meetings. A minimum of one company representative must sign-in for attendance. Notification of the meeting schedule will be sent via email to the Contractor.
- i. Emergency Policies and Procedures. The Contractor is required to submit Emergency Policies and Procedures that may affect order fulfillment (i.e. hurricane, tsunami, etc.). The Contractor is responsible for notifying Manager's Point of Contact if a labor order is not able to be fulfilled.

2.10 SAFE PERFORMANCE OF WORK

- a. The Contractor shall exercise care and shall provide all necessary protection to prevent injury and/or damage.

- b. The Contractor shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services.
- c. The Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, effective May 16, 1972, as amended, is applicable and made a part of this solicitation by reference. The Contractor shall carefully read and strictly comply with its requirements.
- d. The Contractor shall comply with all OSHA (Occupational Safety and Health Administration) and HIOSH (Hawai'i Occupational Safety and Health Division all Occupational Safety and Health) including any required reporting. This includes, but may not be limited to, OSHA 300 and 300A. All OSHA 300A Reports shall include The Contractor employees who were on assignment at the Hawai'i Convention Center during a respective calendar year. The Contractor is required to post the OSHA 300A, at the Hawai'i Convention Center, each year on February 1st and then remove it April 30th. The OSHA 300A summary must be displayed in a common area wherever notices to employees are usually posted

2.11 ORIENTATION, SUPERVISION AND TRAINING

The Contractor is responsible for providing adequate orientation, supervision and training of all employees working at the HCC to ensure they fully understand their job description. Manager will require that the successful proposer conduct a minimum 1 hour, 2 hour maximum orientation session for new employees to be held at the Center. All employees must be familiar with the layout of HCC and Appendix F – HCC Health and Safety Procedures after this orientation.

For Housekeeping services, Manager also requires that the Contractor provide two 4-hour training sessions, scheduled on two separate days. This training is to be conducted by Manager.

For Facilities services, Manager also requires that the Contractor provide one 4-hour training session. This training is to be conducted by Manager.

Manager is not responsible for compensating the Contractor for any expenses related to these trainings, with the exception of the second 4-hour training conducted by Manager for Housekeeping services..

Manager also requires that the successful proposer provide any training that directly affects the employee's job as required and described in job descriptions in Appendix A.

Manager's representative may attend all or part of any training.

2.12 IDENTIFICATION

Contractor is required to maintain a photo of their employees.

Contractor is to provide an electronic list of employees working to Security on daily basis.

A HCC daily wristband is required to be worn at all times. The wristband will be issued on

a daily basis through the HCC Security Base office, upon contractor check-in, and be disposed at the end of the labor shift, upon contractor check out at HCC Security Base.

2.13 KEY ISSUANCE

All employees are required to sign-out an access cards keys and equipment keys at Security Base. Employees will be required to submit their personal identification card (driver's license, State ID card), which will be returned when the keys are returned at the end of their use or shift.

2.14 UNIFORMS

Uniform requirements are as follows:

Manager requires Contractor employee(s) to wear a specific and exclusive HCC uniform respective to the department in which they are currently working in. Additionally, black slacks (no jeans), black socks, black belt and black closed-toe shoes with black soles. Shoewear may differ amongst departments to adhere to any safety requirements. A specific and exclusive HCC uniform is required to be purchased through Manager to ensure fabric, cut and design continuity. The Contractor will be invoiced by Manager's vendor and/or Manager for the fabric cost, cut and sewing of the shirt.

Contractor is encouraged to provide employees with uniforms based on the following guidelines:

Full-time employees who average 4+ days of work – issued 5 shirts;

Part-time employees who average 3 days of work – issued 3 shirts.

Manager has final approval of any uniform worn. All uniforms shall be furnished and cleaned by the Contractor and/or Contractor employee except where otherwise noted.

Contractor agrees to the specific and exclusive HCC uniform shirt. Contractor employees may only wear the specific and exclusive uniform shirt while on duty at the HCC. Contractor employees are required to change in and out of specific and exclusive uniform shirt in authorized areas only (i.e. locker room and restrooms authorized for staff usage).

2.15 MANDATORY CLEARANCES

The Contractor will be responsible for a criminal record clearance and drug-screening test for all employees prior to assignment at HCC. The drug-screening test shall be for Marijuana, Cocaine, Amphetamines, Opiates, Propoxyphene, PCP, Barbituates, Benzodiazepines and Methodone. The Contractor shall also ensure that all employees possess all necessary medical clearances, training and/or licenses that may be required by federal, state and municipal laws, rules, ordinances or regulations. The Contractor is responsible for the cost of such mandatory clearances.

2.16 PERFORMANCE AND DISCIPLINE

The performance of Contractor employee's who serve HCC clients reflects directly upon the HCC. The Contractor is to conduct periodic employee evaluations. If Contractor employee behaves improperly or are not properly attired or groomed, Manager will require that the Contractor discipline the employee. Contractor must communicate with HCC

Human Resources to discuss specific situations and provide immediate follow-up when such instances occur. In some cases it may be necessary for the Contractor to remove the employee from the facility as described in Section 2.9.d.

2.17 INVOICING

The Contractor shall prepare a pre-invoice reconciliation of employees, position, rate of pay and hours worked to be evaluated and approved by Manager prior to submitting an invoice for the labor services provided for the work week.

Within 7 business days of the conclusion of a work week, the Contractor is to submit an invoice to Manager summarizing all labor services provided for that week. It shall contain a listing of all employees, position, rate of pay and hours worked. Supporting time sheets will be attached. If required, additional documentation may also be required to support the invoice. Manager will make every effort to pay the Contractor within 15 days after submission of an invoice and supporting documentation. Failure to file invoices in the previously described manner may result in payments being delayed.

Contractor shall provide a sample pre-invoice reconciliation and invoice from the billing system to be used to generate invoices in its proposal.

2.18 MANAGER RESPONSIBILITIES

Manager may provide the Contractor the following:

- Office space
- Electricity
- Air conditioning
- Office janitorial services
- Location for time clock
- Monthly phone service at a nominal charge. Long distance charges are not included.
- Monthly parking at a nominal charge
- Internet connection

Any charges owed to Manager will be offset against any payments for services due to Contractor if not paid within thirty (30) days.

2.20 START OF PERFORMANCE & TERM OF CONTRACT

[Reserved]

2.21 PERFORMANCE START DATE

The start of performance under the contract shall be immediately upon execution of the contract (the "Performance Start Date").

The Contractor shall NOT begin work before the Performance State Date without written approval. Should the Contractor begin work, including the purchase of materials and supplies, before the Performance Start Date, any work performed and any materials and supplies purchased in advance of the Performance Start Date will be considered as having been done by the Contractor at his volition and at his risk.

2.22 TERM OF CONTRACT

The term of the contract shall be as follows:

- **Base Period**

The base term of this contract shall be consistent with the term of the current contract between Manager and the State of Hawai'i for the management of HCC. The current contract between Manager and the State of Hawaii expires on June 30, 2023.

- **Option 1** - Contingent upon Manager's continued management of the HCC.

If Manager enters a new contract and/or extends its contract with the State of Hawai'i for the operation of the HCC beyond the base term, Manager may exercise its option to extend the term of this contract up to the same length of time as Manager's contract with the State of Hawai'i provided that Manager is satisfied with the performance of the Contractor during the Base Period.

2.23 INSURANCE

The successful Offeror shall be required to obtain and maintain insurance coverage continuously during the term of the agreement, as provided in the anticipated contract document, included in Appendix C. The successful Offeror shall be solely responsible for the cost of insurance. Such coverage shall be obtained from an insurance company licensed and authorized to do business in the State of Hawaii. The successful Offeror must furnish a Certificate of Insurance with proper named additional insured parties as provided in the anticipated contract document, included in Appendix C, prior to contract execution.

Proof of insurance coverage shall be provided to the Manager as part of the RFP documents.

2.24 RESERVATION OF RIGHTS

Manager reserves the right to reduce, amend, or expand the Scope of Services as provided herein.

2.25 FORM OF CONTRACT AND PRECEDENCE OF DOCUMENTS

A sample form of the Agreement for Goods and Services for this project is provided as Appendix C. The order of precedence for the Contract Documents shall be as follows: (1) Contract, (2) Special Conditions, (3) General Conditions, (4) this RFP, including all addenda, attachments and amendments, and (5) the Contractor's Proposal, including the BAFO if required and/or submitted.

2.26 GENERAL TERMS AND CONDITIONS

At all times, the Contractor shall comply with the General Terms and Conditions provided herein as Appendix D.

2.27 SPECIAL CONDITIONS

At all times, the Contractor shall comply with the Special Conditions provided herein as Appendix E. Note that the Special Conditions amend, replace, and add to the terms within the Contract and the General Conditions.

SECTION 3 – PROPOSAL SUBMITTAL REQUIREMENTS

3.1 INTRODUCTION

One of the objectives of the RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposal. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the requirements described in this RFP.

3.2 PROPOSAL PREPARATION

Each Proposal must include a completed Rate Card similar to the ones attached to this RFP in Appendix B (the "Proposal Form and Rate Card"). Offerors shall submit all data and information specified/requested in this Section to qualify its proposal for evaluation and consideration for award. Non-compliance may be deemed sufficient cause for disqualification of the Proposal.

3.3 DISQUALIFICATION OF PROPOSALS

Manager 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 Scope of Services. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. Manager reserves the right to ask for clarification of any item in the proposal.

An Offeror will be disqualified and the proposal automatically rejected for anyone or more of the following reasons:

Proof of collusion among Offerors, in which case all proposals involved in the collusive action will be rejected.

The Offeror's lack of responsibility and cooperation as shown by past work or services.

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

3.4 SUBMISSION OF PROPOSALS

Each Offeror may submit only one (1) written proposal, addressed to the Contracting Officer via email to hccrfp@hccasm.com no later than **4:00 p.m., HST, on July 1, 2022**, the "Proposal Due Date", identified in paragraph 1.4 of Section 1. **Proposals received after this time/date may be rejected.**

3.5 PUBLIC INSPECTION

Proposals shall not be opened publicly, but shall be opened in the presence of two or more Manager officials. The register of proposals and Offeror's proposals shall only be provided to the public pursuant to a valid request made pursuant to the Hawaii Uniform Information Practices Act, chapter 92F of the Hawaii Revised Statutes ("UIPA") to the Hawaii Tourism Authority. Such requests can only be made after an awarded contract has been executed by Manager and the selected Offeror.

Offerors shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Manager cannot guarantee that designated data will be kept confidential. The proposals are subject to disclosure rules set forth in the UIPA and as indicated above. The Offeror bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in the UIPA.

All proposals and other material submitted by Offerors become the property of Manager and may be returned only at Manager's option.

3.6 PROPOSAL

The PROPOSAL shall include the following categories:

COVER LETTER
SUMMARY OF PROPOSAL
BACKGROUND, QUALIFICATIONS AND EXPERIENCE
PERSONNEL ORGANIZATION AND STAFFING
IMPLEMENTATION AND TRAINING PLAN
PROPOSAL FORM – RATE CARD

3.6.1 PROPOSAL COVER LETTER

The proposal cover letter must be on the Offeror's official business letterhead; signed by an individual authorized to legally bind the Offeror. If the Offeror is a corporation, the cover letter must be signed by an authorized officer of the corporation. Authorized representatives must show proof of their authority to bind the Offeror.

3.6.2 SUMMARY OF PROPOSAL

Clearly, concisely and briefly summarize and highlight the contents of the proposal in such a way to provide Manager with a broad understanding and aspects of the proposal.

3.6.3 BACKGROUND, QUALIFICATIONS AND EXPERIENCE

The Contractor must be in good standing with the Manager and provide explicit details on Contractor's background, qualifications and experience relative to performing requirements set forth in the "Scope of Services", including but not limited to:

- A. Background of the Contractor, i.e. services offered, size, resources, years in business, location, State of Hawaii presence, State of incorporation, etc.

- B. Brief description of Contractor's qualifications to perform "Scope of Services" requirements.
- C. Security Contractor must have a Principal Guard License as stated in the Hawai'i Administrative Rules, Title 16, Department of Commerce and Consumer Affairs, Chapter 97, Private Detectives and Guards.
- D. List relevant similar contracts undertaken within the past five (5) years, indicating at a minimum: owner, owner's representative, contract name, and type of operations.
- E. A statement indicating whether any of your service contracts have been terminated prior to their expiration date. If so, an explanation of the circumstances of the termination.
- F. A description of your training program for employees and an explanation of any special training intended for employees assigned to the HCC.
- G. Describe your safety record over the past five (5) years.
- H. A reference from a financial institution (name, title and telephone number).
- I. Three (3) references who can be contacted and provide name, title, organization, phone number, and e-mail address.
- J. A description of how Contractor will perform "Scope of Services" requirements. This is to include:
 - a. Maintaining labor pool for minimum guarantee
 - b. Managing and minimizing call outs
 - c. Performance evaluation, follow-up and discipline if necessary
 - d. Maintaining employee morale
 - e. Uniform issue policy
 - f. Maintaining on-going communication with HCC management staff

3.6.4 PERSONNEL ORGANIZATION AND STAFFING

Provide explicit details on the Contractor's personnel organization and staffing relative to performing requirements set forth in the "Scope of Services", including but not limited to:

- A. Contractor's managerial organizational chart and resumes of key positions and their respective role for this project, if any.
- B. List key personnel who will be assigned to this contract and indicate their role and their experience for the past five (5) years.

3.6.5 COST PROPOSAL

Offeror must prepare and submit an all-inclusive cost proposal for the proposed Scope of Services required by the RFP. A summary of all costs shall be in a form similar to the

Rate Card included in Appendix B.

3.6.6 ADDITIONAL QUESTIONS/REQUESTS FOR INFORMATION

In addition to the above, the Offeror must prepare and submit information and/or answers to any additional questions or requests that Manager requires.

3.7 CONTRACTOR'S LICENSE

If a Hawai'i contractor's license or any other license is required by law for the performance of the work which is called for in this RFP, the Offeror **MUST** have the required license, and the license shall be in good standing, before commencement of work on this contract.

3.8 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a proposal in response to this RFP, the Offeror certifies as follows:

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

3.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a proposal already received will be accepted by Manager only if the modification is received prior to the proposal due date. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

An Offeror may withdraw a proposal already received prior to the due date by submitting to Manager a written request for withdrawal executed by the Offeror's authorized representative. The withdrawal of a proposal does not prejudice the right of an Offeror to submit another proposal within the time set for receipt of proposals.

SECTION 4 – EVALUATIONS

4.1 INTRODUCTION

Evaluation of proposals will be conducted comprehensively, fairly, and impartially. A quantitative scoring system will be utilized to maximize the objectivity of the evaluation.

4.2 PROPOSAL EVALUATION COMMITTEE

An evaluation committee will be selected by Manager to perform all evaluation requirements. The committee will be composed of individuals with knowledge of the requirements identified in the RFP. Manager reserves the right to request information (from Offerors) to clarify Offeror's proposal.

4.3 EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1 Initial Proposal Evaluation
- Phase 2 Establishment of Priority-List of Offerors **(optional)**
- Phase 3 Discussions with Offerors/Presentations **(optional)**
- Phase 4 Best and Final Offers **(optional)**
- Phase 5 BAFO Evaluation, if necessary
- Phase 6 Recommendation for Contract Award

4.3.1 INITIAL PROPOSAL EVALUATION

Manager shall conduct an initial review of Offeror's proposal. The review will determine if Offeror adequately addressed the "Scope of Services" requirements, and if the proposal contains all the requirements of this RFP. The initial review will also determine if discussions with the Offerors is necessary. Evaluation of the proposals will be conducted using the evaluation criteria and weight percentages in paragraph 4.4 and, the scoring system in paragraph 4.5.

4.3.2 ESTABLISHMENT OF PRIORITY-LIST OF OFFERORS **(optional)**

The evaluation committee shall rank order Offerors by evaluating and scoring the proposals using the value weight percentages and the evaluation criteria and scoring system in paragraphs 4.4 and 4.5. A priority-list of acceptable Offerors shall be established and limited to no more than the three (3) Offerors, who received the highest scores for their proposals.

4.3.3 DISCUSSIONS WITH OFFERORS **(optional)**

Manager may require presentations and/or conduct discussions with Offerors regarding the Offeror's proposals. Offeror's proposal may be accepted without discussions.

4.3.4 BEST AND FINAL OFFERS (optional)

Offerors may be requested to submit a "Best and Final" offer ("BAFO"). The BAFO's shall be evaluated, and Offeror's proposal "ranking" adjusted, accordingly. If a BAFO offer is requested but not submitted, the previous submittal shall be construed as the Offeror's BAFO.

4.3.5 EVALUATION OF BEST AND FINAL OFFERS (if necessary)

If Offerors are requested to submit a BAFO, the BAFO offers shall be evaluated pursuant to the evaluation criteria and scoring system in paragraph 4.4.

4.3.6 RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract.

4.4 EVALUATION CRITERIA AND VALUE WEIGHT PERCENTAGES

<u>Evaluation Criteria</u>	<u>Value/Weight</u>
Offeror's Background, Qualification, Experience, and References.....	25%
Offeror's Personnel Organization and Staffing.....	10%
Offeror's Implementation and Training Plan.....	25%
Offeror's Cost Proposal	40%

4.5 EVALUATION SCORING SYSTEM

The evaluation categories are assigned a value weight percentage, as determined by Manager, totaling 100%. Each category will be rated between one (1) and five (5), with five (5) being the highest (the best rating) by each member of the evaluation committee. The Offeror's total score (see **note** below) will be determined by: a) multiplying the assigned weight value of each category by the numerical rating provided by the evaluation committee member to determine the score for each category; b) totaling the score for all categories of each evaluation committee member; and c) totaling the score of all evaluators.

Note: In determining the total score, the Offeror's cost proposal with the lowest costs will receive the highest available rating allocated to costs. Each proposal that has a higher cost than the lowest will have a lower rating for costs.

SECTION 5 – AWARD OF CONTRACT

5.1 AWARD OF CONTRACT

Award of the contract shall be made to the most responsible and responsive Offeror whose proposal is judged/determined, by the Evaluation Committee, to be the most advantageous to the HCC, considering all evaluation reviews and results.

5.2 CONTRACT AWARD NOTIFICATION

The Contracting Officer will inform the successful Offeror of contract award selection within 48 hours of confirmation. Additionally, an official "contract award notification letter" will be executed by Manager and provided at the earliest date.

5.3 CONTRACT EXECUTION REQUIREMENTS

5.3.1 AGREEMENT (CONTRACT) DOCUMENTS

The Agreement for Goods and Services shall be executed by Manager and the successful Offeror. This document will serve as the official and legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; the General Conditions and Special Conditions; and the Offeror's accepted proposal, with any and all addendums/changes/negotiated agreements/etc.; all of which together will constitute the "Contract Documents".

A sample of the anticipated Agreement for Goods and Services is attached hereto as Appendix C. **Do not complete or execute the "sample" contract.**

5.3.2 GENERAL CONDITIONS

The General Conditions are attached hereto as Appendix D and shall be part of the Contract Documents.

5.3.3 SPECIAL CONDITIONS

The Special Conditions are attached as Appendix E and shall be part of the Contract Documents.

5.3.4 CERTIFICATES REQUIRED BY HRS § 103D-310(c)

In its proposal the Offeror shall furnish proof of compliance with the requirements of HRS § 103D-310(c) including the following:

- a. Chapter 237, tax clearance;
- b. Chapter 383, unemployment insurance;
- c. Chapter 386, workers' compensation;
- d. Chapter 392, temporary disability insurance;
- e. Chapter 393, prepaid health care; and
- f. One of the following:
 - a. Registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawaii business"; or

- b. Registered to do business in the State, hereinafter referred to as a “compliant non-Hawaii business”.

Offerors may choose to use the Hawaii Compliance Express (“HCE”), which allows businesses to register online (<http://vendors.ehawaii.gov>) to acquire a single, printable electronic “Certificate of Vendor Compliance.” The HCE provides current compliance status as of the certificate issuance date. The “Certificate of Vendor Compliance,” indicating that the Offeror’s status is compliant with the requirements of HRS Section 103D-310(c), will be accepted for both contracting purposes and final payment.

5.3.5 CONTRACT EXECUTION

Subsequent to contract award, Manager will present the contract to the successful Offeror for execution. The successful Offeror shall return the signed contract within ten (10) calendar days from the date upon which the contract was presented for signature by Manager, or within such time as Manager shall otherwise allow. The signed contract shall be returned to the Contracting Officer.

The successful Offeror shall provide evidence of the required insurance coverages when returning the signed contract to Manager.

5.4 PROTESTS

Bid protests, as described in Chapter 7 of HRS 103D, will not be considered by Manager. Offeror(s) may object to an award to another Offeror by sending the Contracting Officer a written objection letter which contains the basis of the objection. The written objection letter must be received by the Contracting Officer within five (5) business days after the notice of award is sent to all Offerors. The objection will be reviewed by the Chief Procurement Officer (“CPO”) for the Manager, and a written decision will be issued in response to the written objection letter within ten (10) business days. The decision of the CPO is final and binding on the Offeror objecting to the award.

5.5 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal, an Offeror expressly agrees to all of the terms, conditions, provisions, and requirements set forth in this RFP, the contract, the General Conditions, and the Special Conditions.

APPENDIX A
DESCRIPTION OF LABOR CATEGORIES

APPENDIX B

MANDATORY HOURLY RATES AND PROPOSAL FORM – RATE CARD

APPENDIX C
AGREEMENT FOR GOODS AND SERVICES

APPENDIX D
GENERAL TERMS AND CONDITIONS

APPENDIX E

SPECIAL CONDITIONS (AMENDING GENERAL TERMS AND CONDITIONS)

APPENDIX F
HCC HEALTH & SAFETY PROCEDURES