

**BID DOCUMENTS AND SPECIFICATIONS FOR:**

**Security Guard Services for Designated Facilities and Properties of  
the HIARNG on Oahu & Hawaii Island, State of Hawaii,  
Department of Defense, Hawaii Army National Guard,  
Job No. CA-1823**

**ISSUED BY:  
STATE OF HAWAII  
DEPARTMENT OF DEFENSE  
3949 DIAMOND HEAD ROAD,  
HONOLULU, HAWAII 96816-4495  
TELEPHONE: 808-733-4250**

**June 2018**

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STATE OF HAWAII  
DEPARTMENT OF DEFENSE  
OFFICE OF THE ADJUTANT GENERAL  
3949 DIAMOND HEAD ROAD  
HONOLULU, HAWAII 96816-4495

**NOTICE TO BIDDERS**

**SEALED BIDS** for furnishing labor, materials, tools and equipment for "Security Guard Services for Designated Facilities and Properties of the HIARNG on Oahu & Hawaii Island, State of Hawaii, Department of Defense, Hawaii Army National Guard, Job No. CA-1823" will be received in the Engineering Office, State of Hawaii, Department of Defense, located in Building 306-A, Room 228, 3949 Diamond Head Road, Honolulu, Hawaii, up to **2:00 P.M. on July 18, 2018**, and will then and there be publicly opened and read aloud. Proposals may also be mailed to State of Hawaii, Department of Defense, 3949 Diamond Head Road, Honolulu, HI, 96816-4495, ATTN: HIENG Room 228. Bids must be received in the Engineering Office, Room 228, prior to the time and date fixed for opening to be considered. All bids received in the Engineering Office after the time and date fixed for opening will not be considered.

Bidders are advised that the Department of Defense facility at 3949 Diamond Head Road is a secure facility. In order to access the property, Bidders and/or their authorized personnel shall present a current driver's license or other form of official identification (with photograph) to the security personnel at the entry gate, and shall inform the security personnel of the building and room number they require access to (State Contracting Section 733-4041). Lack of official identification or knowledge of the building and room to which access is needed are grounds for denial of access onto the property.

Bidders should be aware and allow for security screening and random vehicle inspections. The state will not be responsible for late bids due to the afore mentioned reasons.

Proposed work consists of, but not limited to the following: **Furnish properly trained and equipped security guards, labor, equipment, materials and supplies to provide security guard services at multiple locations.**

The estimated cost is between **\$2,400,000 and \$2,700,000.**

**A Site Visit will be held on Tuesday July 3, 2018 starting at 8:00 AM at Wheeler AASF #1.**

If you do not have a current military ID, you will need an installation access pass to access this site. If you will need an installation access pass for the site visit, passes are available at the Schofield Barracks Visitor Control Center at Lyman gate. Vendors are to meet Physical Security Officer Liaison, Parker Langdon at the entrance to the Building 832, across from the parking lot at 1061 Santos Dumont Avenue, Wheeler Army Air Field, Schofield Barracks prior to 8:00 AM. The walk through will start promptly at 8:00 AM. Vendors are required to call Physical Security Officer Parker Langdon at (909) 730-9690 any time before 4:30 PM on Monday July 2<sup>nd</sup>, 2018, to register for the site visit. If there is no answer, please leave your company's name, all attendee's names and contact numbers. You may assume that you are registered if your call is not returned. Vendors are responsible for their own transportation between sites. It is recommended to wear comfortable shoes, as we will be doing a lot of walking. It is also recommended to bring plenty of water and snacks. You will only have about 30 minutes for lunch between the site visits of Kalaeloa and Waiawa, Pearl City. Please contact the number above, or email: [parker.t.langdon.mil@mail.mil](mailto:parker.t.langdon.mil@mail.mil), if you have any questions regarding instructions for the site visits. All interested bidders and subcontractors are strongly encouraged but are not required to attend. There will be no other site visits authorized. See bid documents for directions.

**SITE VISIT SCHEDULE FOR CONTRACT SECURITY GUARDS**

**0800-0900 - AASF #1 Wheeler**

1061 Santos Dumont Avenue, Wheeler Army Airfield, Wahiawa, HI, 96786.

**0915-1000 - Wahiawa Armory**

77-230 Kamehameha Hwy, Mililani, HI, 96789.

**1030-1200 – Kalaeloa**

91-1387 Saratoga Ave, Kapolei, HI, 96707.

**1300-1345** - Waiawa Pearl City  
96-1210 Waihona St, Pearl City, HI 96782.

**1430-1515** - Diamond Head/Ft. Ruger  
3949 Diamond Head Rd, Honolulu, HI, 96816

**1600-1630** - RTI Bellows  
748 Tinker Road, Waimanalo, HI, 96795.

Bona fide bidders may obtain copies of applicable specifications and bidding documents at the above-named office. Documents may also be downloaded from the State Procurement Office website at <http://spo.hawaii.gov/> and at the State Department of Defense website at <http://dod.hawaii.gov/hieng/>. If prospective bidders obtain copies of the bid documents from sources other than the Contracting and Engineering Office address listed above, then bidders are responsible to register by sending their company name, address, telephone and facsimile number, and email address via email to [cathy.a.siu@hawaii.gov](mailto:cathy.a.siu@hawaii.gov).

All requests for substitution, clarification of bidding documents and/or specifications must be received in the office listed above, via email, prior to 4:30pm on July 6, 2018. Questions shall be emailed to [cathy.a.siu@hawaii.gov](mailto:cathy.a.siu@hawaii.gov).

Late submittals for this solicitation will not be reviewed by this agency.

**An Intent to Bid is NOT required to be submitted for this project.**

Bidders are required to register on the new Vendor Compliance web site for all tax clearances by going to <http://spo.hawaii.gov> and registering there.

Bidders are responsible for checking for any addenda for this project. The addenda will be posted on the State Procurement Office web site under the project name at <http://spo.hawaii.gov>

**CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED.** If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

**REQUIREMENT FOR CONTRACTORS LICENSING CLASSIFICATIONS**

Due to the nature of the work contemplated bidder must possess a valid State of Hawaii Contractor's license in the appropriate classification.

General Engineering Contractors holding an 'A' license and General Building Contractors holding a 'B' license are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the General Contractor to act as a specialty Contractor in any area in which the General Contractor has no license.

Bidders are solely responsible to review the project requirements, determine the appropriate licenses required, and ensure that they possess and that the Subcontractor(s) listed in their OFFER FORM possess the necessary specialty licenses to perform the work for this project.

Arthur J. Logan  
Major General  
Adjutant General

Posted on: June 21, 2018

Security Guard Services for Designated Facilities and Properties of the HIARNG on Oahu &  
Hawaii Island, State of Hawaii, Department of Defense, Hawaii Army National Guard,  
Job No. CA-1823

Adjutant General  
State Department of Defense  
3949 Diamond Head Road  
Honolulu, Hawaii 96816-4495

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, and all documents attached hereto, and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check  $\sqrt{\hspace{0.5em}}$  one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii. Business shall be registered prior to award at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (if other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_

(x) \_\_\_\_\_  
Authorized (Original) Signature (\*1)

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Company (Offeror) (\*2)

(\*1) Original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

(\*2) If Offeror is a "dba" or a "division" of a Corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The undersigned has carefully examined the attached specifications and hereby proposes to furnish at his own expense all labor, materials, tools, and equipment necessary as shown and called for, in strict accordance with the specifications pertaining thereto, all for the LUMP SUM BID PRICE of (Including all applicable taxes, delivery, unloading, freight charges and other costs involved.):

**HOURLY RATE:**\_\_\_\_\_

Hourly rate times an estimated 102,135 hours. For a lump sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

(Including all applicable taxes and other costs involved.)

**NOTE:**

1. Contract will be awarded based on the total lump sum bid.
2. The prices listed in this Offer Form are firm and fixed for a minimum of 90 days from the date set for opening of the bids for this project unless otherwise noted above.
3. In order to execute the contract by the end of the federal fiscal year (September 30, 2018), the contractor will need to provide all documents required in the Special Provisions, Responsibility of Offerors (Page SP-1-3) within seven (7) calendar days of notification of intent to award.
4. The State reserves the right to determine the extent of the contract by selecting and/or omitting bid items (not necessarily in numerical sequence or all of the bid items in the bid schedule) to the extent required to come within the funds available for the project. The award of the contract shall be made to the responsible bidder whose aggregate total on any combination or all of the bid items are the lowest.
5. Failure to submit complete item bids will cause the rejection of this proposal.
6. A Site Visit will be held on July 3, 2018 at 8:00am. See attached for instructions and directions.
7. All requests for substitution, clarification of bidding documents and/or specifications must be received in the office listed above, via email at [cathy.a.siu@hawaii.gov](mailto:cathy.a.siu@hawaii.gov) prior to 4:30 pm on July 6, 2018.
8. Term of contract shall be from October 1, 2018 through September 30, 2019.
9. **OPTION TO RENEW:** Contract may be renewed by mutual agreement for no more than four one-year renewal periods.
10. **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED.** If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited

from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

#### TAX CLEARANCES FROM THE STATE DIRECTOR OF TAXATION AND INTERNAL REVENUE SERVICE

Contractors are required to provide a state and federal tax clearance as a prerequisite to entering into a public contract of \$2,500 or more. To meet this requirement, all bidders shall submit valid tax clearances with their bid proposals when the bid is \$2,500 or more.

In accordance with Act 190 Amendment to HRS 103D-310(c), required as a prerequisite to entering into a contract, the contractor shall register on the Hawaii Compliance Express web site for all tax clearances by going to <http://spo.hawaii.gov> and registering there.

A Certificate of Vendor Compliance generated from this website should be included with their bid proposal. A Compliant status is required prior to awarding the contract.

Late submittals for this project will not be reviewed by the Department.

1. The Adjutant General or his designated representative reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
2. The award of the contract shall be conditioned upon funds being made available for these projects and further upon the right of the Adjutant General or his designated representative to hold all bids received for a period of ninety (90) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.
3. The liquidated damages per working day for failure to complete the work on time shall be determined and fixed in accordance with the general conditions. This section shall override any and all other sections regarding liquidated damages.
4. By submitting this proposal, the undersigned is declaring his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.
5. Upon the acceptance of the proposal by the Adjutant General or his designated representative, the undersigned must enter into and execute a contract for the same as required by law.
6. If the lowest bid received by the State exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract therefore.
7. This contract may be awarded as an informal contract as determined by the Adjutant General or his designated representative in accordance with the applicable Hawaii Revised Statutes as amended, whereby a purchase order will be executed and used as the formal contract.
8. It is further agreed by the parties that any portion of the Contract price payable to the Contractor out of federal funds shall be paid to the Contractor only when such federal funds are received, and this contract shall not be construed as binding the State to pay said portion out of any fund other than those which are received from the Federal government.

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_  
Date  
Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

OF-4



Respectfully submitted,

HAWAII GENERAL EXCISE TAX

\_\_\_\_\_  
Name of Company

I.D. NO. \_\_\_\_\_

By \_\_\_\_\_  
\*Signature

LICENSE CLASSIFICATION  
AND/OR SUBCLASSIFICATION  
NO. \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

(CORPORATE SEAL)

\*Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.

NOTE: Fill in all blank spaces with the information asked for or bid may be invalidated.  
PROPOSAL PAGES MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

## WAGE CERTIFICATE

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

(To be filled in by prospective bidder)

Pursuant to Selection 103-55, Hawaii Revised Statutes, as amended, I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work.
2. All applicable laws of the Federal and State governments relating to workers' compensation, payment of wages, and safety will be fully complied with.

<u>Job Description / Civil Service Class</u>	<u>BU</u>	<u>SR</u>
Security Officer	03	17

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the wages required by Section 103-55, Hawaii Revised Statutes.

Firm \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(Name of Corporation)  
Corporate Resolution

I, \_\_\_\_\_, Secretary of \_\_\_\_\_  
Corporation,  
a \_\_\_\_\_ Corporation, do hereby certify that the following is a full, true  
and correct copy of a resolution duly adopted by the Board of Directors of said corporation, at its  
meeting duly called and held at the office of the Corporation \_\_\_\_\_  
Street, \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
which a quorum was present and acting throughout, and that said resolution has not been  
modified, amended or rescinded and continues in full force and effect:

“RESOLVED that any individual at the time holding the position of President, Vice  
President, Secretary or Treasurer be, and each of them hereby is, authorized to execute on behalf  
of the Corporation any bid, proposal or contract for the sale or rental of the products of the  
Corporation or for services to be performed by the Corporation, and to execute any bond  
required by any such bid, proposal or contract with the United States Government or the State of  
Hawaii or the City and County of Honolulu, or any County or Municipal Government of said  
State, or any department or subdivision of any of them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said  
\_\_\_\_\_ Corporation this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary

(Names and Address of:)

President:

Vice President:

Secretary:

Treasurer:

## **SITE VISIT INSTRUCTIONS**

A site visit will be held on Tuesday July 3<sup>rd</sup>, 2018 at 8:00 AM. The first site visit will be at Wheeler AASF #1. If you do not have a current military ID, you will need an installation access pass to access this site. If you will need an installation access pass for the site visit, passes are available at the Schofield Barracks Visitor Control Center at Lyman gate. Vendors are to meet Physical Security Officer Liaison, Parker Langdon at the entrance to the Building 832, across from the parking lot at 1061 Santos Dumont Avenue, Wheeler Army Air Field, Schofield Barracks prior to 8:00 AM. The walk through will start promptly at 8:00 AM. Vendors are required to call Physical Security Officer Parker Langdon at (909) 730-9690 any time before 4:30 PM on Monday July 2<sup>nd</sup>, 2018, to register for the site visit. If there is no answer, please leave your company's name, all attendee's names and contact numbers. You may assume that you are registered if your call is not returned. Vendors are responsible for their own transportation between sites. It is recommended to wear comfortable shoes, as we will be doing a lot of walking. It is also recommended to bring plenty of water and snacks. You will only have about 30 minutes for lunch between the site visits of Kalaeloa and Waiawa, Pearl City. Please contact the number above, or email: [parker.t.langdon.mil@mail.mil](mailto:parker.t.langdon.mil@mail.mil) , if you have any questions regarding instructions for the site visits. All interested bidders and subcontractors are strongly encouraged but are not required to attend. There will be no other site visits authorized.

## **SITE VISIT SCHEDULE FOR CONTRACT SECURITY GUARDS**

### **0800-0900 - AASF #1 Wheeler**

1061 Santos Dumont Avenue, Wheeler Army Airfield, Wahiawa, HI, 96786.

### **0915-1000 - Wahiawa Armory**

77-230 Kamehameha Hwy, Mililani, HI, 96789.

### **1030-1200 – Kalaeloa**

91-1387 Saratoga Ave, Kapolei, HI, 96707.

### **1300-1345 - Waiawa Pearl City**

96-1210 Waihona St, Pearl City, HI 96782.

### **1430-1515 - Diamond Head/Ft.Ruger**

3949 Diamond Head Rd, Honolulu, HI, 96816

### **1600-1630 - RTI Bellows**

748 Tinker Road, Waimanalo, HI, 96795.

## **Directions:**

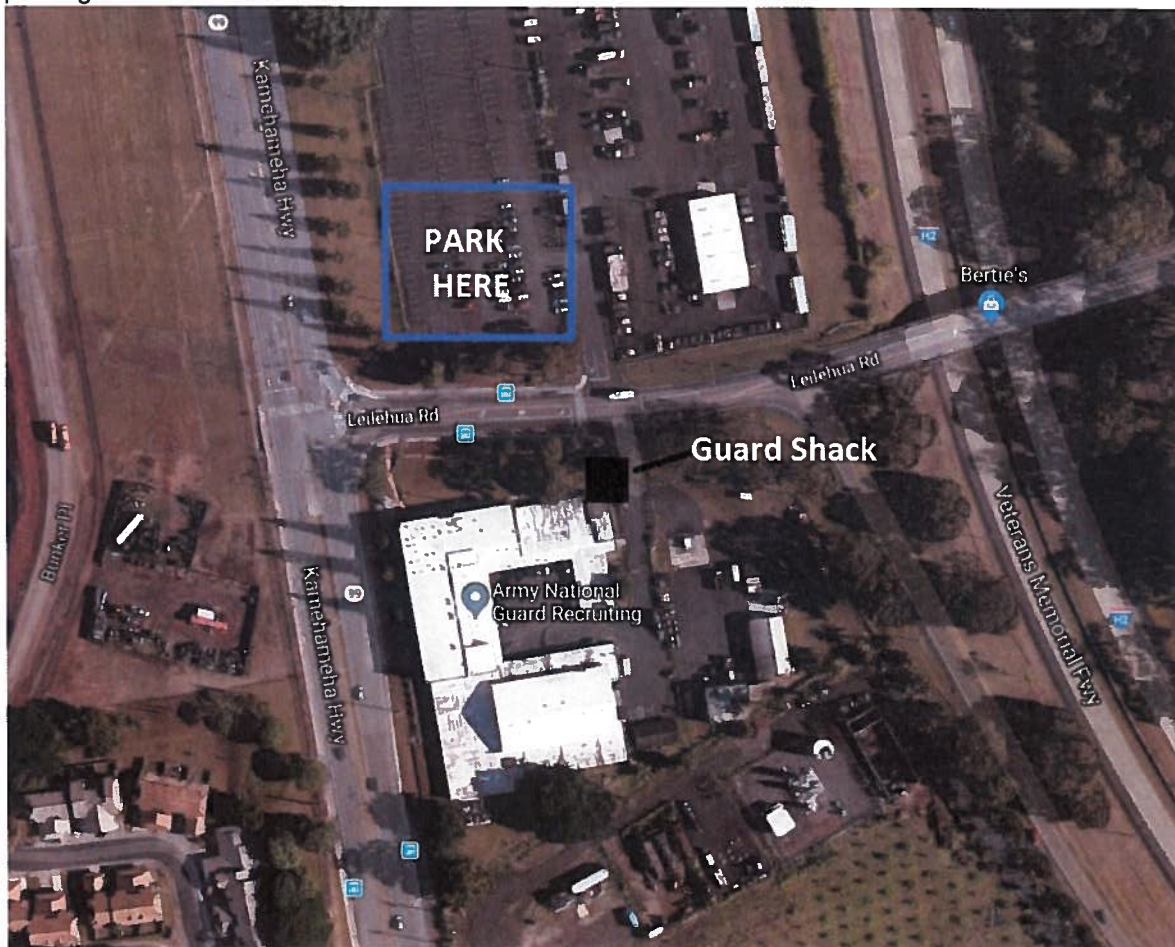
### **AASF#1 Wheeler:**

Use the Lyman Road Gate off of Kunia Road, to go to the Visitor Center for Access Passes, if needed. After receiving your access pass, enter Wheeler AAF on the opposite side of Kunia Road and proceed to park in the parking lot across the street from Building 832.



Wahiawa Armory:

The Guard Shack is on the corner of Leilehua Road and Kamehameha Hwy, in Mililani. Park in the parking lot across the street.





Kalaeloa:

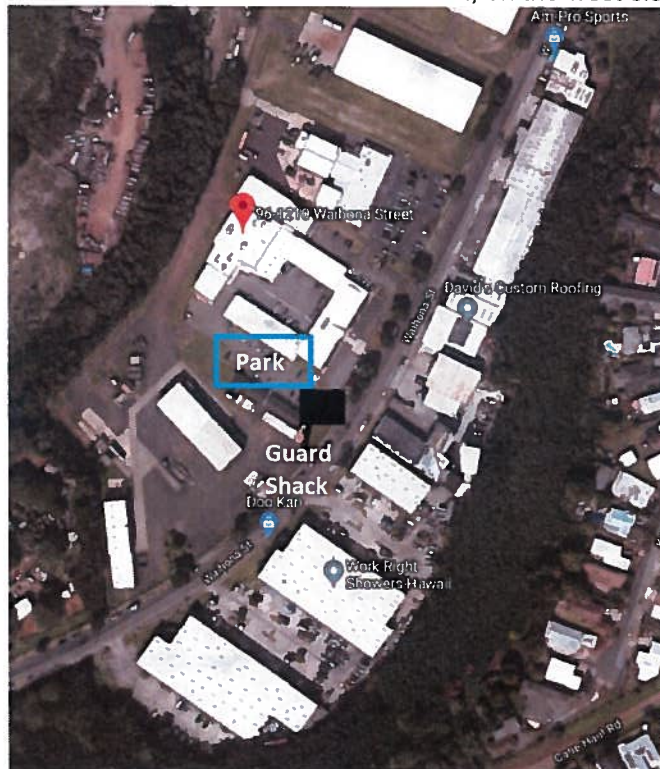
The first Guard Shack is on the Corner of Saratoga Avenue and Midway Street. Enter through gate and park in the parking lot on the left.

The second Guard Shack is located at 91 Enterprise St, Kapolei, HI, 96707, on the corner of Enterprise Street and Shangrila Street. Enter the gate and park on the right.



Waiawa Pearl City:

The Guard Shack is off Waihona Street, on the west side. Enter through the gate and park straight ahead.



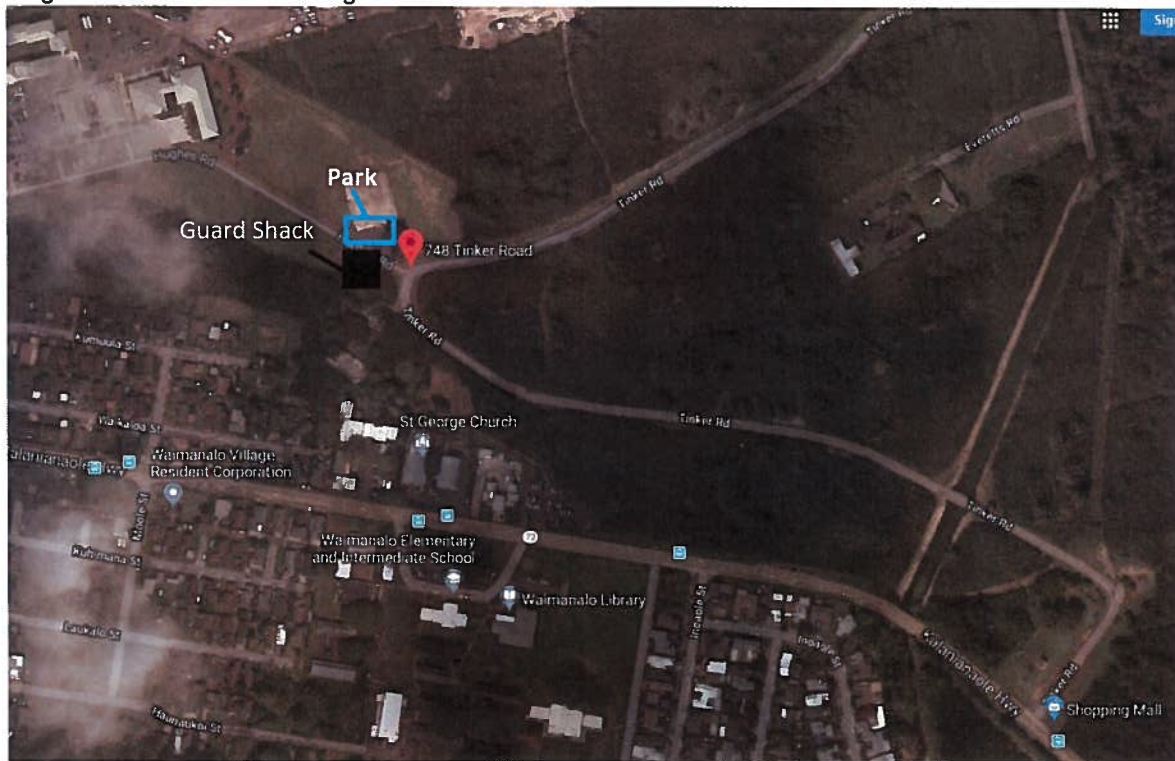
Diamond Head/Ft. Ruger:

The Guard Shack is off of Diamond Head Road, on the east side. Enter through the gate and park straight ahead.



RTI Bellow:

Turn onto Tinker Road from Kalanianaʻole Hwy. The Guard Shack is on the corner of Tinker Road and Hughes Road. Park on the right side of the Guard Shack.





## SPECIAL NOTICE TO BIDDERS – GOODS AND SERVICES

QUALIFICATIONS OF BIDDERS - Prospective bidders must be capable of performing the work for which bids are being called.

The Department of Defense no longer requires a submittal of "INTENTION TO BID" unless otherwise stated in the notice to bidders.

If a notice to bid is required, the written notice shall be received no later than TEN calendar days prior to the date designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a weekend or legal State holiday, then the written notice must be received no later than the last working day immediately prior to said weekend or State holiday. The written notice will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office.

It is the responsibility of the perspective bidder to ensure that the written notice of intention to bid is received in time and the State assumes no responsibility for failure of timely delivery caused by the prospective bidder or by any method of conveyance chosen by the prospective bidder.

If two (2) or more prospective bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their notice of intention to bid. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint venture are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license.

The Adjutant General or his designated representative may, in accordance with Section 103D-310, Hawaii Revised Statutes, require the prospective bidder to submit answers to questions in the "Standard Questionnaire and Financial Statement for Bidders," on the form provided by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective bidder and his organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, at least forty-eight (48) hours prior to the time advertised for the opening of bids. If the information in the questionnaire proves satisfactory, the bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the bidder after it has served its purpose.

If upon review of the Questionnaire, or otherwise, the bidder appears not fully qualified or able to perform the intended work, the Adjutant General or his designated representative shall,



after affording the bidder an opportunity to be heard and if still of the opinion that the bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective bidder.

Failure to complete the prequalification questionnaire, (IF SENT TO YOU), will be sufficient cause for the Department to disqualify a prospective bidder.

INTERPRETATION OF QUANTITIES IN BID SCHEDULE - When quantities for individual items of work are listed in the bid form for which respective unit prices are asked, said quantities are to be considered as approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication, agree that the actual quantity of work will correspond therewith. The undersigned agrees that he is satisfied with and will at no time dispute said estimated quantities as a means of comparing the bids.

After determining the low bidder by comparison of bids submitted in accordance with the proposal form, the Adjutant General or his designated representative reserves the right to increase or decrease the scope of the improvement.

On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid.

It is understood and agreed that the contractor will make no claim for anticipated profit or loss of profit due to the Department's right to eliminate entirely portions of the work or to increase or decrease any or all of the quantities shown in the proposal form.

CONTENTS OF PROPOSAL FORMS - Prospective bidders will be furnished with proposal forms giving the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.

Proposal forms will also include a listing of joint contractor and/or subcontractors asking the name of each person or firm to be engaged on the project as a joint contractor or subcontractor.

All papers bound with or attached to the proposal form shall be considered a part thereof and shall not be detached or altered when the proposal is submitted.

The plans, specifications and other documents designated in the proposal form, will also be considered a part thereof whether attached or not.

BIDDERS RESPONSIBILITY FOR EXAMINATION OF PLANS, SPECIFICATIONS, SITE OF WORK, ETC. - The bidder shall examine carefully the site work contemplated and the proposal, plans, specifications, supplemental specifications, special provisions and contract and bond forms therefore. The submission of a bid shall be considered as a warranty that the

bidder has made such examination and is satisfied with the conditions to be encountered in performing the work and with the requirements of the plans, specifications, supplemental specifications, special provisions, contract and bond.

No extra compensation will be given by reason of the Contractor's misunderstanding or lack of knowledge of the requirements of the work to be accomplished or the conditions to be encountered in performing the project.

ADDENDA AND INTERPRETATIONS - Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated in writing to: Department of Defense, State of Hawaii, ATTN: HIENG, 3949 Diamond Head Road, Honolulu, HI, 96816, for the interpretation and must be received by the Engineering Office, Department of Defense, no later than fourteen (14) calendar days prior to the date fixed for bid opening. Any interpretation, if made, and any supplemental instructions will be in the form of written addenda to the specifications, which will be mailed to all prospective bidders at the respective addresses furnished for such purposes, eight (8) calendar days prior to the date fixed for the opening bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

PREPARATION OF PROPOSAL - The bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions therein. The bidder must state, both in words and numerals, the lump sum price at which the work contemplated is proposed to be done. These prices must be written in ink or typed. Prices written in pencil are not acceptable. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The bidder shall sign the proposal in the spaces provided with ink.

If the proposal is made by an individual, his name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the State. If made by a corporation, the proposal must show the name, title, and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the State. (See sample). If made by a joint venture the name and post office address of each member of the individual form, partnership or corporation comprising the joint venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The proposal must be signed by all parties to the joint venture or evidence in the form of a Joint Venture Agreement must be submitted showing the authority of the Joint Venture's representative to enter on behalf of said Joint Venture into contract with the State.

Pursuant to the requirements of Section 103D-302, Hawaii Revised Statutes, each bidder shall include in his bid the name of each person or firm to be engaged by the bidder on the project

as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor.

**DELIVERY OF PROPOSALS** - The entire proposal shall be placed in a sealed envelope so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the bidder and then delivered as indicated in the Notice to Bidders. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the officials by that time indicated. The words 'SEALED BID' must be clearly written or typed on the face of the sealed envelope containing the proposal package.

**WITHDRAWAL OR REVISION OF PROPOSALS** - Any bid may be withdrawn or revised at any time prior to, but not after, the time fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal or revision of such bid is filed with the Adjutant General before the time set for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.

**PUBLIC OPENING OF PROPOSALS** - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

**DISQUALIFICATION OF BIDDERS** - Any one or more of the following cause will be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- A. Evidence of collusion among bidders.
- B. Lack of responsibility and cooperation as shown by past work.
- C. Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract.
- D. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
- E. More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name.
- F. Delivery of bids after the deadline specified in the advertisement calling for bids.
- G. Failure to pay, or satisfactorily settle, all bids overdue for labor and material on former contracts in force at the time of issuance of proposal forms.

CONSIDERATION OF PROPOSALS - After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall immediately be made public. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, however, the right will be reserved to reject any and all proposals and to waive any defects or technicalities as may be deemed best for the interest of the State.

IRREGULAR PROPOSALS - Proposals will be considered irregular and may be rejected for the following reasons:

- A. If the proposal is unsigned.
- B. If proposal is on a form other than that furnished by the Department or if the form is altered or any part thereof detached.
- C. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called, conditional bids, incomplete bids, uninitiated erasures, other defects, or if the prices are obviously unbalanced, or if sufficient funds are not available to prosecute the work.
- D. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one bidder at any one bid letting, provided that any selection of awards will be made by the Department.

- E. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a Power of Attorney is not submitted with the proposal.

AWARD OF CONTRACT - The award of contract, if it be awarded, will be made within ninety (90) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive bidder (including the alternate or alternates which may be selected by the Adjutant General in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful bidder will be notified, by letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

No contract will be awarded to any person or firm suspended under the provisions of Chapter 104 and Chapter 444, Hawaii Revised Statutes, as amended.

CANCELLATION OF AWARD - The Adjutant General or his designated representative reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability to the awardee and to any other bidder.

EXECUTION OF THE CONTRACT - The contract shall be signed by the successful bidder and returned, within ten (10) consecutive calendar days, after the bidder has received his contract for execution or within such further time as the Adjutant General or his designated representative may allow. No proposal or contract shall be considered binding upon the State until the contract has been fully and properly executed by all parties thereto and the Adjutant General or his designated representative has endorsed therein his certificate, as required by Section 103D-309, Hawaii Revised Statutes, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the State's amount required by such contract.

On any individual award totaling less than \$50,000, the State reserves the right to execute the contract by the issuance of a State Purchase Order. Acceptance shall result in a binding contract between the parties without further action by the State. Executing the contract by Purchase Order shall not be deemed a waiver of these specification requirements.

PROTECTION OF PROPERTY – The Contractor shall confine all of his operations to the immediate vicinity of the work and take all necessary precautions during the progress of the work to protect the adjoining property from damage and injury. The Contractor shall repair and make good to the entire satisfaction of the Engineer any damages to existing utilities, streets, sidewalks and other properties.

The Contractor shall repair the damaged or disturbed utilities to existing condition at no cost to the State. Any damage claims due to the disruption of services caused by the utilities being damaged or disturbed shall be paid by the Contractor who shall save harmless the State from all suits, actions or claims of any character.

PERMITS AND LICENSES – The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work.

LAWS TO BE OBSERVED – The Contractor at all times shall observe and comply with all Federal, State and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto.

LIABILITY INSURANCE – The Contractor shall not commence any work until it obtains, at its own expense, all required liability insurance. Such insurance must have the approval of the State as to limit form and amount and must be maintained with a company acceptable to the State. Such insurance must be maintained for the full period of the contract and shall provide protection from claims arising out of or resulting from the Contractor's operations under the

Contract itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The Contractor shall take out and maintain during the life of this contract broad form public liability (Bodily Injury) and broad form property damage liability insurance in a combined single limit not less than \$1,000,000 and not less than \$2,000,000 in the aggregate to protect such contractor and all his subcontractors 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 himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The insurance described herein will be maintained by the Contractor for the full period of the Contract and in no event will be terminated or otherwise allowed to lapse prior to final acceptance of the work by the State.

A certificate of insurance acceptable to the State shall be filed with the State prior to commencement of the work. Such certificate shall contain a provision that coverage afforded under the policy will not be canceled or changed until at least thirty days written notice has been given to the State by registered mail at the address denominated for the State in the Contract for official communications to it should any policy be canceled before final acceptance by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor.

CHARACTER OF WORKERS OR EQUIPMENT – The Contractor shall at all times provide adequate supervision and sufficient labor and equipment for prosecuting the several classes of work to full completion and within the time required by the contract.

- A. Character and Proficiency of Workers – All workers must have sufficient skill and experience to perform the work assigned to them and in the operation of the equipment.

Any worker employed on the project by the Contractor or subcontractor who, in the opinion of the Engineer or his authorized representative, is not careful and competent, does not perform his work in a proper and skillful manner or is disrespectful, intemperate, disorderly or neglects or refuses to comply with directions given, or is otherwise objectionable shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such worker and shall not be employed again in any portion of the work without the written consent of the Engineer. Should the Contractor or subcontractor continue to employ, or again employ such person(s) on the project, the Engineer will withhold all estimates which are or may become due, or the Engineer will suspend the work until such orders are complied with.

- B. Insufficient Workers – In the event that the Engineer, in his judgment, finds the condition whereby insufficient workers are present to accomplish the work and no

corrective action is taken by the Contractor after being informed, the Engineer reserves the right to terminate the contract.

- C. Equipment Requirements – All equipment furnished by the Contractor and used shall be of such size and of such mechanical condition that the work can be prosecuted in an acceptable manner.

NOTICE TO PROCEED - After the contract is fully executed, the Contractor will be sent a formal "Notice to Proceed" advising the Contractor of the date on which he may proceed with the work. The Contractor shall be allowed ten (10) consecutive working days from said date to begin his work. In the event that the Contractor refuses or neglects to start the work, the Adjutant General or his designated representative may terminate the contract.

## SPECIAL PROVISIONS FOR GOODS AND SERVICES CONTRACTS

### **RESPONSIBILITY OF OFFERORS**

Offeror shall furnish proof of compliance In accordance with Act 190 Amendment to HRS 103D-310(c)

Required as a prerequisite to entering into a contract, the contractor shall register on the Hawaii Compliance Express web site for all tax clearances by going to <http://vendors.ehawaii.gov> and registering there.

A Certificate of Vendor Compliance generated from this website should be included with their bid proposal. A Compliant status is required prior to awarding the contract.

### **BID PREPARATION**

**Offer Form, Page Of-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

**Hawaii Business.** A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

**Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii GET at the current rate.

**4.712% tax rate.** All businesses located on Oahu are required to pay the ½% County Surcharge tax on all Oahu transactions for which they pay the 4% GE tax. Neighbor island and out-of-state businesses that deliver goods or services to Oahu and have a 'physical presence' on Oahu, must pay the new ½% County Surcharge tax on their Oahu transactions.



4% tax rate. Neighbor island and out-of-state businesses that do not deliver any goods or services to Oahu are not subject to the new ½% County Surcharge tax.

If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

## **AWARD OF CONTRACT**

**Method of Award.** Award, if made, shall be to the responsive, responsible offeror submitting the lowest Lump Sum Bid.

**Responsibility of Lowest Responsive Bidder.** Reference Responsibility of Offerors in §3-122-112, HAR. If compliance documents have not been submitted to the State Department of Defense prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award and final payment.**  
Instructions are as follows:

In accordance with Act 190 Amendment to HRS 103D-310(c)

Required as a prerequisite to entering into a contract, the contractor shall register on the Hawaii Compliance Express web site for all tax clearances by going to <http://vendors.ehawaii.gov> and registering there.

A current Certificate of Vendor Compliance must accompany the invoice for final payment on the contract.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.** Instructions are as follows:

Pursuant to §103D-310(c), HRS, The Certificate of Vendor Compliance must have a "Compliant" rating with the DLIR.

### **Compliance with Section 103D-310(c)(1) and (2), HRS.**

Contractors are required to provide a state and federal tax clearance as a prerequisite to entering into a public contract of \$2,500 or more. To meet this requirement, all bidders shall submit valid tax clearances with their bid proposals when the bid is \$2,500 or more.

In accordance with Act 190 Amendment to HRS 103D-310(c), required as a prerequisite to entering into a contract, the contractor shall register on the Hawaii Compliance Express web site for all tax clearances by going to <http://vendors.ehawaii.gov> and registering there.

Failure to submit the required tax clearance will be sufficient grounds for the State to refuse to receive or consider the prospective bidder's proposal.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** In addition to a Certificate of Vendor Compliance an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

## GENERAL CONDITIONS

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## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
  - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
  - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.



- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
  - (5) Method of shipment or packing of supplies; or
  - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
  - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or



- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

ADDITIONAL GENERAL CONDITIONS FOR  
GOODS AND SERVICES CONTRACTS

INTENT OF CONTRACT:

The intent of the contract is to provide for the service, complete in every detail, of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the specifications and terms of the contract.

INTERPRETATION OF SPECIFICATIONS:

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the specifications, the Contractor shall apply to the Contracting Officer for such further explanations as may be necessary and shall conform to same as part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt or questions arising respecting the true meaning of the specifications, reference shall be made to the Contracting Officer whose decision thereon shall be final.

LIABILITY INSURANCE:

The Contractor shall not commence any work until it obtains, at its own expense, all required liability insurance. Such insurance must have the approval of the State as to limit form and amount and must be maintained with a company acceptable to the State. Such insurance must be maintained for the full period of the contract and shall provide protection from claims arising out of or resulting from the Contractor's operations under the Contract itself Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The contractor shall take out and maintain during the life of this contract broad form public liability (Bodily Injury) and broad form property damage liability insurance in a combined single limit not less than \$1,000,000 and not less than \$2,000,000 in the aggregate to protect such contractor and all his subcontractors 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 himself or anyone directly or indirectly employed by either of them.

The insurance described herein will be maintained by the Contractor for the full period of the Contract and in no event will be terminated or otherwise allowed to lapse prior to final acceptance of the work by the State.

A certificate of insurance acceptable to the State shall be filed with the State prior to commencement of the work. Such certificate shall contain a provision that coverage afforded under the policy will not be canceled or changes until at least thirty days written notice has been given to the State by registered mail at the address denominated for the State in the Contract for

official communications to it should any policy be canceled before final acceptance by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor.

#### LAWS TO BE OBSERVED:

The Contractor at all times shall observe and comply with all Federal, State and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto.

The Contractor shall protect and indemnify the State and its Departments and Agencies and all their officers, representatives, employees or agents against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders and decrees, whether such violation is committed by the Contractor or his subcontractor or the employee of either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the State of Hawaii, Department of Defense, Engineer in writing.

Attention is directed to the Hawaii Employment Relations Act, Chapter 377, HRS; Hawaii Employment Security Law, Chapter 383, HRS; Wage and Hour Law, Chapter 387, HRS; Payment of Wages, Chapter 388, HRS; and Worker's Compensation Law, Chapter 386, HRS.

Workers' Compensation - The Contractor shall, in accordance with Sections 386-121 to 386-129 Hawaii Revised Statutes, inclusive, take out adequate worker's compensation insurance for all of his employees who will be engaged in work at the site of the project.

#### PERMITS AND LICENSES:

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work.

#### CHARACTER OF WORKERS OR EQUIPMENT:

A. Character and Proficiency of Workers - All workers must have sufficient skill and experience to perform the work assigned to them and in the operation of the equipment.

Any worker employed on the project by the Contractor who, in the opinion of the Engineer or his authorized representative, is not careful and competent, does not perform his work in a proper and skillful manner or is disrespectful, intemperate, disorderly or neglects or refuses to comply with directions given, or is otherwise objectionable shall, at the written request of the

Engineer, be removed forthwith by the Contractor employing such worker and shall not be employed again in any portion of the work without the written consent of the Engineer. Should the Contractor continue to employ, or again employ such person(s) on the project, the Engineer will withhold all estimates which are or may become due, or the Engineer will suspend the work until such orders are complied with.

B. Insufficient Workers - In the event that the Engineer, in his judgment, finds the condition whereby insufficient workers are present to accomplish the work and no corrective action is taken by the Contractor after being informed, the Engineer reserves the right to terminate the contract.

C. Equipment Requirements - All equipment furnished by the Contractor and used shall be of such size and of such mechanical condition that the work can be prosecuted in an acceptable manner.

#### RIGHT TO AUDIT RECORDS

Pursuant to Section 103D-317 HRS the State, at reasonable times and places, may audit the books and records relating to the contractor's cost or pricing data. The books and records shall be maintained for a period of three years from the date of final payment under the contract, unless another period is otherwise authorized in writing.

Additionally, Sections 231-7, 235-108, 237-39 and other HRS chapters through reference, authorizes the Department of Taxation to audit all taxpayers conducting business within the State. Contractors must make available to the Department of Taxation all books and records necessary to verify compliance with the tax laws.

The following sections of the Hawaii Administrative Rules, Chapter 3-125 are amended as shown below.

#### CHANGE ORDERS TO GOODS AND SERVICES CONTRACTS – HAR 3-125-2

1. Change clause. By written order, at any time, and without notice to any surety, the procurement officer may, unilaterally, order of the contractor:
  - a. Changes in the work within the scope of the contract; and
  - b. Changes in the time of performance of the contract that do not alter the scope of the contract work.
2. Adjustments of price or time for performance. If any change order increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract or as negotiated. Failure of the parties to agree to an adjustment shall not excuse the contractor from

proceeding with the contract as changed, provided that the procurement officer promptly and duly makes the provisional adjustments in payment or time for the direct costs of the work as the State deems reasonable. The right of the contractor to dispute the contract price or time required for performance or both shall not be waived by its performing the work, provided however, that it follows the written notice requirements for disputes and claims established by the contract or these rules.

3. Time Period for Claim. Within 10 days after receipt of a written change order, unless the period is extended by the procurement officer in writing, the contractor shall respond with a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim.
4. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if written response is not given prior to final payment under this contract.
5. Claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim under the contract or for breach of contract.

#### MODIFICATIONS TO GOODS AND SERVICES CONTRACTS – HAR 3-125-3

1. Contract Modification. By a written order, at any time, and without notice to any surety, the procurement officer, subject to mutual agreement of the parties to the contract and all appropriate adjustments, may make modifications within the general scope of this contract to include any one or more of the following:
  - a. Drawings, designs, or specifications, for the goods to be furnished;
  - b. Method of shipment or packing;
  - c. Place of delivery;
  - d. Description of services to be performed;
  - e. Time of performance (i.e., hours of the day, days of the week, etc.);
  - f. Place of performance of the services; or
  - g. Other provisions of the contract accomplished by mutual action of the parties to the contract.
2. Adjustments of price or time for performance. If any modification increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract or as negotiated.
3. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this contract.

4. Claims not barred. In the absence of a contract modification, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim under the contract or for a breach of contract.

#### PRICE ADJUSTMENT FOR GOODS AND SERVICES CONTRACTS – HAR 3-125-12

1. Price adjustment. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways;
  - a. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - b. By unit prices specified in the contract or subsequently agree upon;
  - c. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
  - d. In such other manner as the parties may mutually agree; or
  - e. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-122 and 3-126, Hawaii Administrative Rules.
2. Submission of cost or pricing data. The contractor shall provide cost or pricing data for any price adjustments subject to the provision of subchapter 15, chapter 3, 122, Hawaii Administrative Rules.

#### PROMPT PAYMENT BY CONTRACTORS TO SUBCONTRACTORS – HAR 3-125-23

1. Prompt payment clause. Any money, other than retainage, paid to a contractor shall be dispersed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and, upon final payment to the contractor, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.



SPECIAL PROVISION FOR  
FURNISHING SECURITY GUARD SERVICES  
FOR DESIGNATED FACILITIES AND PROPERTY OF THE  
HAWAII ARMY NATIONAL GUARD

1. SCOPE: The contractor shall, except as stated herein, furnish properly trained and equipped security guards, labor, equipment, materials and supplies as well as one vehicle at Diamond Head, one vehicle at KMR Hilo, and one vehicle at Kalaeloa. The contractor shall provide security guard services to maintain order, protect clients, staff, visitors and property from harassment, injury, damage or theft and take appropriate action in accordance with the Rules of Use of Force for each facility and/or location as specified herein.
2. PERIOD: From October 1st thru September 30<sup>th</sup> of each federal fiscal year the contract may be renewed by mutual agreement for no more than 4 one year renewal periods. First year contract to begin 1 October 2018.
3. REQUIREMENTS FOR SECURITY GUARD SERVICES: Security guards will be required during the periods specified below: This will vary from facility to facility but will generally be from 6:00 a.m. until 6:00 p.m. during normal duty hours and non-duty hours that **include weekends and holidays**. The following sites will be guarded during the noted periods to meet physical security and force protection requirements.

<u>SITE/FACILITY</u>	<u>NUMBER OF SECURITY GUARDS</u>	<u>HOURS</u>	<u>DAYS</u>
a. Diamond Head HQ (Ruger)	2 Security Guards <sup>1</sup>	5:00am – 7:00pm	M-F, IDT <sup>3</sup> , AT
b. Diamond Head HQ (Ruger)	2 Security Guards <sup>1</sup>	7:00pm – 5:00am	M-F, IDT <sup>3</sup> , AT
c. Kalaeloa, HI	2 Security Guards	6:00am – 6:00pm	M-SU, IDT, AT
d. Kalaeloa, HI	2 Security Guard	6:00pm – 6:00am	M-SU, IDT, AT
e. AASF#2 (Hilo, HI) <sup>2</sup>	1 Security Guard	6:00am – 6:00pm	M-SU, IDT, AT
f. AASF#2 (Hilo, HI) <sup>2</sup>	1 Security Guard	6:00pm – 6:00am	M-SU, IDT, AT
g. Waiawa, HI	1 Security Guard	6:00am – 6:00pm	M-SU, IDT, AT
h. Waiawa, HI	1 Security Guard	6:00pm – 6:00am	M-SU, IDT, AT
i. AASF#1 (Wheeler AAF)	1 Security Guard	4:00pm – 8:00am	M-SU, IDT, AT
j. AASF#1 (Wheeler AAF)	1 Security Guard	8:00am – 4:00pm	Non-IDT Sat –Sun
k. RTI (Bellows) <sup>4</sup>	2 Security Guards	6:00am – 5:00pm	M-SU, IDT, AT
l. Wahiawa Armory, Wahiawa <sup>4</sup>	1 Security Guard	6:00pm – 6:00am	M-SU, IDT, AT

m. Keaukaha Armory (KMR, Hilo) <sup>4</sup> 2 Security Guards 6:00am – 6:00pm M-SU, IDT, AT

n. Keaukaha Armory (KMR, Hilo) <sup>4</sup> 2 Security Guards 6:00am – 6:00pm M-SU, IDT, AT

<sup>1</sup>One security guard is rover/relief between Diamond Head HQ and Diamond Head Crater SCD Warehouse (Building 303), and Battery 407)

<sup>2</sup> Army Aviation Support Facility

<sup>3</sup> During JFHQ IDT weekends, one security guard will be rover at Diamond Head, one security guard will be stationed at Diamond Head HQ (Bldg 306 and 306A) entrance gate, and one security guard will be station at Kalaeloa building 1784.

<sup>4</sup> **This requirement may be reduced or eliminated dependant upon fiscal year funding change.**

IDT – One weekend per month, SAT/SUN

AT – 15 days per fiscal year

4. **CONSEQUENCE MANAGEMENT:** Due to the broad spectrum of missions handled by the Director of Operations and Military Support Office force protection requirements may increase at any time given short notice. Therefore, the Contractor may be asked to provide additional security guards on certain occasions and/or special events. All hours worked under consequence management situations will be federally reimbursed at the same hourly rate as normal working hours. Billing invoices will be submitted the same way as normal working hour invoices (see paragraph 21).

- a. **The need for security guards may occur at any of the National Guard facilities due to an influx of personnel at that site.** For example, Kalaeloa and RTI typically encounter short notice requirements from Law Enforcement and Federal Agencies to use their facilities.
- b. The need for additional security guards may occur when soldiers are called in to report for work during state or national emergencies whereby a need for increased force protection occurs.
- c. The need for additional security guards may occur when a physical security requirement increases based on increased risk of theft or damage to property.

5. **WAGE DETERMINATION:** Wages are determined utilizing the U.S. Department of Labor's Service Contract Act and The Department of the Army's Procurement Advisory Notice 07-01.

- a. Wage Rate must meet or exceed the State Rate listed on the Wage Certificate form, currently SR 17 - \$19.64

- b. The published July rate from the current calendar year will be used to determine any wage increase for the next fiscal year.
  - c. The published July rate from State of Hawaii Department of Human Resources Development Salary Schedule will be the only rate considered for wage increases for the next fiscal year.
6. MOTOR VEHICLE REQUIREMENTS: Motor vehicles are required at the following sites:
- a. Diamond Head, Joint Forces Headquarters
  - b. Kalaeloa
  - c. Keaukaha Armory (KMR), Hilo
  - d. Motor vehicles must have a valid registration, safety tag, and insurance. Drivers of the motor vehicle must have a valid type 3 driver's license.
7. QUALITY CONTROL: The contractor shall perform all services in accordance with the terms of the contract and in accordance with the best practices of the trade. He shall assure, by proper direction, supervision, inspection and adequate work force, that quality control is maintained in performance of the services covered by the contract.
8. PERFORMANCE REVIEW: The Hawaii Army National Guard (HIARNG) may review with the Contractor their performance under the contract. Performance reviews shall be conducted quarterly, semi-annually, or annually depending on contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the contract.
- Upon a finding of poor performance, which will be documented the contractor shall be given an opportunity to respond and take corrective action. If the proper corrective action is not taken in a reasonable amount of time as determined by the HIARNG, the contract is subject to cancellation for breach of contract (default). Delivery by the contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of contract subject to the cancellation provisions contained herein.
9. AUDIT OF CONTRACT COMPLIANCE: The contractor agrees that the State and/or the HIARNG may, upon 24-hours notice, perform an audit at the designated sites to determine if the contractor is complying with the requirements of the contract. The contractor agrees to cooperate with the State and/or HIARNG during the audit and produce all records and documentation that verifies compliance with the contract requirements.
10. SUPERVISION: The contractor shall give his personal superintendence to the work or shall supervise all personnel required to perform the required services through a designated full time Supervisory Representative satisfactory to the Contracting Officer. Supervision by the

contractor or a Supervisor Representative shall be in accordance with the provisions of paragraph 8 herein.

11. SUPERVISORY REPRESENTATIVE: The contractor's Supervisory Representative shall have had experience in security guard service protection at a level commensurate with the work scope of this contract as listed in paragraph 9 and must be of unquestionable integrity and ability. The Supervisory Representative shall inspect each security guard shift no less than two times each calendar week to observe the conduct of the guards from the standpoint of efficiency, conduct, and compliance with security guard regulations and instructions. Each inspection and the results thereof will be written in the security guard log by the inspector. During these inspections the Supervisory Representative will determine, as a minimum, that:
  - a. The security guard on duty is dressed in the approved guard uniform and badge, that the uniform is clean, well pressed, in good condition and the shoes are shined; and that the security guard presents an alert and proper appearance.
  - b. An up-to-date copy of the regulations and Standing Operating Procedures (SOP) concerning the security guard post is immediately available to the security guard at the guard post and that the security guard has studied and is thoroughly familiar with them and is aware that he/she must comply with them at all times.
12. QUALIFICATIONS OF SECURITY GUARDS: Information on the qualifications of security guards must be submitted to the contracting office at the time the contractor provides the bid.
  - i. Background Investigations: Security guards employed by the contractor hereunder shall be investigated by the contractor before they enter on duty to determine good character and reputation, suitability for employment and personal qualifications meeting required employment standards. All security guards shall satisfactorily pass a complete criminal background check. Security guards shall have **no felony convictions** on record, and no record of moral turpitude or mental and/or emotional disorders which may interfere with the performance of their duties. Investigations through the Hawaii Criminal Justice Data Center and/or a National Crime Information Center (NCIC) check must be completed on all security guards. The time period covered by the security screening will be the most recent five years, or since age 18, whichever is shorter, provided it covers the most recent two years of the applicant's 16<sup>th</sup> birthday. **The contractor will be required to furnish the contracting officer and provost marshal/physical security program manager a record of the results of each employee's security screening prior to entry on duty.**
  - b. Psychological Screening: Security guards must be psychologically screened through a written test as well as interviewed by a certified behavioral psychologist to ensure they are mentally capable of handling the mental stress and rigors of the position to include the

security guard's ability to psychologically cope with the effects and results of using force, up to and including deadly force against hostile intruders, trespassers, burglars or terrorists. Contractors are to include the cost of psychological screening in their bid. Contractors are required to provide proof of screening within one month after award of contract and for all new employees hired thereafter.

- c. Character: Security guards must possess good judgment, courage, alertness, tact, self-reliance, even temperament, and an ability to maintain good performance.
- d. Working knowledge: Security guards must possess a good working knowledge of security guard position requirements: be proficient in the reading and comprehensive understanding of printed regulations, detailed written orders, and training materials; and be able to compose reports which clearly convey complete factual information.
- e. General Health: Security guards must be well-proportioned in height and weight, and in good health without physical defects or abnormalities which would interfere with the performance of duties. Requirements of health and physical fitness shall be evidenced by report of medical examination conducted prior to the individual's assignment to duty and annually thereafter.
- f. Drug Testing: All security guards must sign a DA Form 5019 (Condition of Employment for Certain Civilian Positions Identified Critical Under the Department of the Army Drug-Free Federal Workplace Program) and pass a drug test per AR 600-85 before being assigned to an Army National Guard facility. All security guards will receive periodic drug testing on a random basis to ensure the deterrent value of the testing program. Security guards will be subject to the requirements of the most current version of the AR 600-85 on the same basis as federally employed Army civilian police and security guards.
- g. Physical Agility: The physical agility test (PAT) serves to provide a measure of the individual's preparedness to successfully accomplish physically demanding tasks. Army Regulation 190-56, directs the conduct and administration of the PAT for security guards. The PAT standards will be in compliance with the most current version of AR 190-56. There will be no discrimination based upon gender, age, race or handicap condition. In order to meet the condition of employment standard, the individual tested must successfully pass the established standard for each of the four elements of the PAT. For newly hired security guards, the initial testing requirement must be met prior to assignment to a security guard position. If a currently assigned security guard fails the PAT, they will be required to pass the retest within 90 days. If the security guard fails the second PAT, they will not be retained on the contract. The contractor will be responsible for administering the PAT annually, but the HIARNG may decide, at any time, to monitor the contractor's administration of the PAT.
- h. Qualifications: The contractor shall provide security guards who possess demonstrated ability to:
  - i. Understand and carry out oral and written instructions.
  - ii. Instruct others on necessary rules, duties and functions.

- iii. Recognize dangerous conditions within area of responsibility and respond as necessary.
- iv. Be courteous, diligent, and effective when speaking and interacting with the public.
- v. Have knowledge of safety precautions and of fire prevention methods.
- vi. Prepare clear, concise, complete, and factual written and computer generated reports.
- vii. If required to operate a motor vehicle, security guard must possess a valid State of Hawaii Type 3 driver's license.
- viii. Walk, stand, run, and climb over prolonged periods of time so that guard personnel can perform the tasks detailed in the specifications.
- ix. Must be able to solve problems and de-escalate situations in a non-confrontational manner when reasonably possible to do so.
- x. Remain alert, even tempered, and exercise good judgment.
- xi. Read and understand regulations, detailed written orders, and training materials.
- xii. Operate computer systems with Microsoft Office features, telephone, and radio communications equipment.
- xiii. Determine the identity and business of visitors, tenants, state employees, and Hawaii National Guard (HING) personnel.
- xiv. Maintain integrity and confidentiality during all working hours.
- xv. Keep a critical eye in order to safeguard persons and property.
- xvi. Speak English clearly and distinctly.
- xvii. Give directions and instructions in person and telephonically to the general public, members of the armed forces, visitors and other facility tenants.
- xviii. Summon emergency fire/ambulance/medical assistance when necessary.
- xix. Properly use government property including keys entrusted to his/her responsibility.
- xx. See with normal color vision to distinguish color coded entry media.
- xxi. Complete all necessary forms provided by the State.
- xxii. Initiate and render first assistance in the first aid members, employees, volunteers and visitors in situations of emergency, injury, or illness. Security guard assigned must be CPR and First Aid Certified prior to being assigned at designated sites.

- xxiii. Must possess the ability to perform basic mathematical calculations, such as addition, subtraction, multiplication, and division as a minimum.
- i. Minimum Educational Requirements for Security Guards: Each security guard shall possess a high school diploma or a G.E.D. certificate. However, it is desirable that security guards have a completed course-work at the College or University level.
- j. Security Guard – Experience Requirements: Each security guard and security supervisor shall have a minimum of (3) years experience in one or a combination of any the following career fields:
  - i. Law Enforcement
    - 1. Federal Law Enforcement Agency (FBI, DEA, U.S. Marshal, Federal Air Marshal, etc.)
    - 2. State, County, or City Law Enforcement officer.
  - ii. Served Honorably in the United States Military in any of the following areas:
    - 1. Antiterrorism.
    - 2. Force Protection duty: Security of Entry Control Points and/or experience with Guard Tower Duty.
    - 3. Military Special Operations forces.
  - iii. Correctional Officer.
    - 1. Federal, State, County, or City Corrections Officer.
- k. Supervisory Representative – Experience Requirements. If on-site security supervisors are needed, then on-site security supervisors shall meet the same requirements for a security guard as well as have a minimum of (1) year experience in one or a combination of any the following supervisory positions:
  - i. Law Enforcement Supervisor/Correctional Officer: Sergeant and above.
  - ii. Military: Pay grade of E-6 or above with experience in supervising a section, squad, or team of 7 or more personnel.
  - iii. Higher level education as substitute for experience. A minimum of 24 semester credit hours of course-work at the College or University level in personnel management may be substituted for experience. Additionally, an Associate of Science degree or Bachelor's of Art or Science degree relating to a criminal justice or administration of justice field will meet experience requirements.



- l. Physical Requirements: Security guards may be required to sit or stand for extended periods of time; walk long distances; use hands and fingers to handle or feel objects, tools, or controls and be able to speak and hear. Security guards shall also be able to reach with hands and arms, and to hold objects. Security guards shall also be able lift up to 50 pounds.
- m. Background Investigation and Qualification Summaries: A summary of the background investigation shall be furnished to the Contracting Office. Contractor shall submit the summary of the background investigation report in writing on each individual assigned to work on all property and facilities of the HIARNG. The report shall include the following information –
  - i. Name of the security guard assigned to work on HIARNG facilities and property.
  - ii. Prior employment history.
  - iii. Employee References contacted and interviewed with summaries of references' statements on the employee concerning character, work habits, and trustworthiness.
  - iv. Experience or Schooling which qualifies the employee to work on National Guard Facilities and property.
  - v. Stamped certified copy of the Hawaii Criminal Justice Data Center printout.
  - vi. Certified copy of the Results of a National Crime Information Center (NCIC) check.

**The Contracting Office and/or the Provost Marshal/Security Program Manager may disapprove an individual if the contractor's background investigation report fails to provide sufficient evidence of the individual's suitability for performing guard duties specified herein. The Contracting Office and/or the Provost Marshal/Security Program Manager shall make the final determination on whether or not an individual is suitable for the duties specified herein.**

13. WORK HOURS:

- a. Security guards and supervisors shall not work more than 16 consecutive hours without a 12 hour rest period. SECURITY GUARDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE ASSIGNED TO PROVIDE SERVICE AT OTHER LOCATIONS WHICH WOULD RESULT IN FAILURE TO MEET THE HOURLY REQUIREMENTS SPECIFIED IN THE CONTRACT.

14. REPORTING:

- a. Security guards that report to or depart from work during non-standard business hours (outside of Monday - Friday, 7:00 a.m. to 5:00 p.m. excluding legal Federal holidays) shall contact their security supervisor upon arrival and departure. The security guard supervisor shall maintain a log of locations, security guard's name and reporting times.

15. UNIFORM AND EQUIPMENT REQUIREMENTS:

- a. Uniform Requirements: Security guards shall wear a consistent uniform. No ornamentation; specifically, political buttons, tags, union badges, etc., which are not related to the performance of security work shall be worn by security guard personnel. Contractor must supply all uniform requirements.
- b. Security Guard Equipment: The contractor shall guarantee that each duty security guard shall possess, at all times, on his or her person:
  - i. One (1) current PICTURE identification card, no more than two (2) years old, and expiration date signifying that the security guard is employed by the contractor. The I.D. card shall be worn clipped to the outer duty uniform at all times, if required by the representative.
  - ii. Nameplate with legible letters, of uniform size and color, worn on the outer garment over the right breast pocket. Reflector traffic vest will be worn over uniform.
  - iii. Identifiable security badge that accurately reflects the contractor's business or firm indicating duty position whether security guard or security supervisor.
  - iv. One (1) operating timepiece.
  - v. One (1) operable pen and one (1) operable pencil.
- c. Contractor Equipment: The contractor shall furnish:
  - i. Supply portable land radios or cell phone (one radio or cell phone for each security guard on duty and one radio or cell phone for each vendor supplied vehicle). Also, a portable hand-held unit can be used in the vehicle instead of a vehicle mounted radio. The contractor shall supply rechargeable batteries and/or chargers, which shall be kept at the location. The contractor shall also make available to the contracting office upon request, a photo copy of the F.C.C. Certificate of licensure to operate on assigned frequency. One radio must be supplied at each facility to a National Guard NCOIC or OIC at the facility so that security guards will have direct communication capabilities with a National Guard Representative at each facility.
  - ii. Maintain a telephone number for the vendor contract person(s) that is accessible 24 hours per day, seven (7) days per week, and 365 days per year that may be contacted in case of an emergency. This vendor contract person shall have the authority and capability of dispatching a security guard(s) upon notification.

- iii. Supply at least three (3) operable 3-cell D-type battery flashlight with batteries or rechargeable batteries with charger.
16. STANDARDS OF CONDUCT: The contractor shall be responsible for providing and maintaining satisfactory standards of employee conduct, integrity and competence as required by paragraph 8 hereof, the contractor will inspect or will require inspections to be performed by his Supervisory Representative to ensure employee adherence to the standards of conduct set forth herein and such additional standards of conduct as may be issued by the contractor.
- i. The Contracting Officer and/or the Provost Marshal/Security Program Manager may, in writing or verbally, require the contractor to immediately remove from work any employee the Contracting Officer deems incompetent, careless or otherwise objectionable. The contractor will be responsible for providing a replacement guard within a two hour window.
17. REPORTS, FILES AND RECORDS: The contractor shall submit reports in writing, to the Contracting Officer as may be required under paragraph 8. The contractor shall prepare, compile and maintain appropriate files or records that accurately indicate compliance with the requirements of this contract. These records shall indicate employee qualifications, training, orders received from the Contracting Officer and his authorized representative, and implementation thereof, correspondence, and other similar records kept in the normal course of business. These files or records may be reviewed during the contracting period by the Contracting Officer or his duly-authorized representative. Site/Facility specific Standing Operating Procedures will be classified and marked as "FOR OFFICIAL USE ONLY" and, therefore, shall not be shared with other vendors, Departments, Agencies, etc., without prior written approval by the Contracting Officer.
18. CONTRACTOR-FURNISHED ITEMS: The contractor shall furnish and maintain in acceptable condition all equipment, materials and supplies necessary for performance under the contract, including but not limited to the following.
- a. Approved uniforms and badges for all security guards as listed in paragraph 10.
  - b. Flashlights, batteries, replacement parts, and other emergency lighting equipment as necessary for each security guard shift.
  - c. Watch clock and watch clock discs or government approved alternative equipment. These items are required at the following locations:
    - i. Kalaeloa
    - ii. Waiawa
    - iii. Hilo, AASF #2

- d. Portable Radio for emergency notification to a central station manned 24 hours and/or the contractor shall provide mobile phone coverage with the ability to contact the City / County Police Department should it become necessary. Contractor shall verify mobile phone coverage in writing.
19. LIABILITY: The contractor expressly agrees to indemnify and save the State harmless from and against any and all claims, loss, damage, injury and liability however caused, resulting from, arising out of, or in any way connected with the work to be performed under this contract.
20. TAXES, ORDINANCES, PERMITS AND LICENSES: Without additional expense to the State, the contractor shall be liable for all applicable Federal, State and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain any necessary permits, licenses, and insurances.
21. INVOICING AND PAYMENT: Payment will be made to the Contractor for actual services received at the rates specified. The following are not considered as time spent in the performance of service hereunder and contractor shall not be paid for such time: Absence or failure to work because of vacations, sick and emergency leaves. The Contractor shall submit original and two (2) copies of monthly invoices, which will be broken down into two-week periods (1st-15<sup>th</sup> and 16<sup>th</sup>-31<sup>st</sup>) to:
- State of Hawaii  
Department of Defense  
ATTN: HIARNG G3  
91-1227 Enterprise Ave  
Kapolei, Hawaii 96707
- a. The Contractor shall create separate invoices for each installation and list the names of the security guards and hours worked.
22. STANDING OPERATING PROCEDURES (SOP): SOPS for each facility are attached. The conditions set forth in each SOP are site specific. The Contracting Officer reserves the right to make minor changes in the SOP as may be required and necessary, and that do not affect the total scope of the security services involved.

## **ACRONYMS DEFINED**

1. AASF – Army Aviation Support facility
2. AT – Annual Training; two week period of day-to-day training designated for units
3. IDT – Inactive Duty Training; weekend training days designated for units
4. PAT – Physical Agility Test
5. HING – Hawaii National Guard
6. J3 DOMS – Director of Operations and Military Support;
7. JFHQ – Joint Forces Headquarters
8. S3 – Alternate title for a Military Operations Officer; every unit has one
9. AASFC – Army Aviation Support Facility Commander
10. SOP – Standard Operating Procedure
11. NCOIC – Non-Commissioned Officer-in-Charge; generally refers to the lead military enlisted person designated by the facility commander
12. CSM – Command Sergeant Major; military rank of senior enlisted person.
13. RTI – regional training institute; installation located at Bellows Air Force Station
14. HIARNG – Hawaii Army National Guard
15. IDS - Intrusion Detection System

STANDARD OPERATING PROCEDURES (SOP)  
FOR FURNISHING SECURITY GUARD SERVICES AT  
WAIAWA, HAWAII

I. GENERAL:

1. This SOP supplements the Special Provisions for furnishing Security Guard Services and is made a part of that Special Provisions.
2. Security guards shall be required to carry on their persons at all times while on duty a copy of this SOP and to be aware of all pertinent information herein contained.
3. The security guards shall work under the general supervision of the Security Officer, State of Hawaii, Department of Defense. In addition, a specific site supervisor will be identified upon contract award. The management of the security services contractor shall be responsible for the immediate supervision and direction of the security guards.
4. Security guards must be trained and experienced. They cannot possess **prior felony conviction**, must have a favorable local agency check, must be drug free, and cannot be under a current Temporary Restraining Order or Order of Protection.
5. Security guards must be able to speak, read, and write in English. English must be their primary language. Security guards must also possess a High School education, have 2 years of experience in security operations as a security guard or in higher responsibilities, and have a current State of Hawaii driver license. The contractor must provide evidence of security guard credentials to the Security Officer at the G3 Operations Division, Hawaii Army National Guard before the individual begins work.
6. Security Guard contractor must provide their State Guard License along with their bid.

II. SECURITY GUARD REQUIREMENTS:

1. Security Guards will be required during the periods specified below:

<u>Location</u>	<u>Number of Security Guards</u>	<u>Hours</u>	<u>Days</u>
Waiawa Armory	2 Security Guard	0600-1800	M-SU, IDT, AT
	2 Security Guard	1800-0600	M-SU, IDT, AT

\*Inactive Duty Training (IDT) – One weekend per month, Saturday and Sunday.

\*Annual Training (AT) – 15 days per fiscal year.

\*Holiday coverage will be the same hours as listed above. A schedule of holidays will be provided to the security provider before the start of each fiscal year.

FOR OFFICIAL USE ONLY

2. Security guards shall be required to wear a uniform at all times while on duty. The uniform shall be clean and neat and shall be worn in the prescribed manner. Shoes shall be neatly polished, and the cap shall be worn at all times while outdoors.
3. The security guard coming on duty shall first report to the Officer-in-Charge, or his designated representative before beginning their tour of duty for any special instructions which may be required to be passed on to them. The security guard coming off duty shall report to the Officer-in-Charge, all information as to any unusual events or activities during their tour of duty or which may have been passed on to them by the guard who preceded them on duty. All security guard reports shall be turned over to the Officer-in-Charge at this time.
4. The security guard shall check all doors and windows at designated buildings and all secured areas to make certain all are properly locked and secured; turn-off all building security lights after daybreak, and turn-on during hours of darkness. In addition, the security guards will check the perimeter fence-line to ensure it has not been breached.
5. Security guards shall maintain a record of all activities during their tour of duty, including patrol tours, visitations by supervisors or security officer, and other usual or unusual happenings in a logbook provided for this purpose.
6. The security guards shall remain on duty until properly relieved. In the event the relief security guard fails to report, the security guard will notify their office and supervisor, and will remain on duty until properly relieved.
7. The security guard shall inform the guard relieving them of any special instructions and information on any unusual circumstances or activities which have taken place during their tour of duty, or which may be taking place at the time.
8. The security guard shall comply with the Hawaii National Guard Security requirements (i.e. Force Protection Security, Operations Security, Defense Information Security, and Physical Security) and any regulations that the Security officer deems appropriate. Additional instructions will be furnished at time of award.

### III. SPECIAL INSTRUCTIONS:

1. Generally security guards shall perform the following functions: Guard and protect National Guard personal and property, materials, equipment, supplies, and buildings located within or contiguous to the facility from damage or loss through theft, fire, trespass, espionage or sabotage.
2. Prohibit and prevent loitering in, trespassing on, entering into, and using of areas, buildings, services, facilities and installations by unauthorized personnel.
3. Security guards shall make a complete foot patrol of all external areas, to include all parked equipment, Ground Support Equipment, flammable materials, not less than once



in each hour while on duty. Security guards shall vary their patrol pattern and time schedule in such manner that their presence in any one area or along any particular route cannot be accurately predicted in advance. Additional instructions will be furnished at time of award.

4. In the event that a vault Intrusion Detection System (IDS) should activate to the alarm status, security guards will watch over this vault and notify the building point of contact (POC) of that activation. The security guard is to continue to provide continuous observation of the building until relieved by unit personnel or building POC. Building POCs will be provided once contract is awarded.
5. Security guards will not engage in conversation with anyone while on duty except as may be required in the performance of their duties. They will not utilize the telephone while on duty except as may be required in the performance of their official duties.
6. During National Guard IDT weekends and AT sessions, either in the evenings or on weekends, the security guard on duty shall be especially watchful and alert to prevent burglary and vandalism.
7. At the completion of each IDT weekend and/or AT session, the security guard on duty shall inspect facilities to insure that all lights are out in offices, buildings, shops and other areas, and that all doors, windows, supply rooms, and gates are properly locked and secured.
8. Perform other similar functions, which may be desirable or necessary to maintain law and order or prevent illegal acts consisting of threats to the peace, safety, or security of the facilities and its personnel.
9. Observe and enforce all facilities regulations and other orders and instructions, which may from time-to-time be prescribed by the Contracting Officer.
10. If deficiencies in security or maintenance of security equipment or tools are required, this will be reported to the Security Officer. Deficiencies should also be logged in the end of shift report and noted in following day reports until deficiency is corrected.

#### IV. ACCESS:

1. During normal duty hours the security guard shall verify the identity of individuals at entry control points at a frequency based on the current threat level. Once proper identification is obtained (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel) the driver may be asked to provide proper documents (at a minimum current and valid registration, safety inspection and sticker, and insurance). Also, the vehicle may be subject to search by security personnel on duty commensurate with the current Threat Condition Level procedures. Visitors to include civilians and contractors will be subject to entry control and pass procedures according to HIARNG guidance. Detailed procedures will be provided once contract is awarded.

2. After duty hours, all facilities will normally be secured. Access to the facility and grounds will be allowed only to authorized personnel.
3. The security guard shall verify the identity of individuals in Department of Defense facilities after normal duty hours with appropriate identification cards (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel).
4. All delivery vehicles need to provide proper company credentials, identify the recipient of the package, and identify the contents of the package. The package recipient will be notified to meet and escort, if necessary, the delivery person/vehicle. Additional searches may be required dependant upon the threat level. Detailed procedures will be provided once contract is awarded.
5. Access to the individual shop and office areas will be denied to all personnel not normally employed in that area. Prior coordination will have been made and notification forwarded to security guards if need does arise to have personnel in these areas. Supervisory personnel are allowed to all areas at all times. A sign-in, sign-out register shall be maintained for all visitors to the area during non-duty hours. Additional procedures will be furnished at time of award.
6. Security guards must record the entry of any individuals that enter the facility after 1800 that are not working as part of a normal operation, such as meetings and unit operations conducted during evening hours. The names of individuals working alone after 2000 must be logged and be a part of the morning report.

#### V. EMERGENCIES:

1. In emergencies, such as fires or accidents, or in the event of a break-in or other unusual occurrences, summon appropriate assistance or give such aid as may be necessary or logical under the circumstances. This may include engaging in fire fighting duties, protecting evidence at the scene of a crime, detaining the trespasser or trespassers or guarding an area following an accident or natural disaster.
2. Security guards, while on duty, shall carry the following list of pertinent telephone numbers:
  - a. EMERGENCY (FIRE OR POLICE) 911
  - b. G3, Operations Division, Protection Branch 672-1386/594-3565
  - c. 103<sup>rd</sup> Troop Command CSM or S-3 672-1752/1754
  - d. Security Service Provider's Phone Number TBD
3. National Guard personnel will be notified in the event of an emergency. Names and Contact Numbers to be furnished at time of award.

VI. DAILY REPORT:

4. Upon completion of a tour of duty, prepare a written report using the State Department of Defense Daily Security Officer's Report Form for submission to the National Guard supervisor by 0800 hrs. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors or gates unlocked, etc.
5. In addition, the report should also include all potentially hazardous or unsafe conditions, inadequate lighting, improper security conditions, unlocked buildings, safes, files, vaults, or other conditions, which require reporting to the Security Officer, State Department of Defense, or the Officer-in-Charge of the facility.

VII. ADDITIONAL INSTRUCTIONS: Additional instructions shall be provided after the award of contract.

STANDARD OPERATING PROCEDURES (SOP)  
FOR FURNISHING SECURITY GUARD SERVICES AT  
WAHIAWA, HAWAII

I. GENERAL:

1. This SOP supplements the Special Provisions for furnishing Security Guard Services and is made a part of that Special Provisions.
2. Security guards shall be required to carry on their persons at all times while on duty a copy of this SOP and to be aware of all pertinent information herein contained.
3. The security guards shall work under the general supervision of the Security Officer, State of Hawaii, Department of Defense. In addition, a specific site supervisor will be identified upon contract award. The management of the security services contractor shall be responsible for the immediate supervision and direction of the security guards.
4. Security guards must be trained and experienced. They cannot possess **prior felony conviction**, must have a favorable local agency checks, must be drug free, and cannot be under a current Temporary Restraining Order or Order of Protection.
5. Security guards must able to speak, read, and write in English. English must be their primary language. Security guards must also possess a High School education, have 2 years' experience in security operations as a security guard or in higher responsibilities, and have a current State of Hawaii driver license. The contractor must provide evidence of security guard credentials to the Security Officer at the G3 Operations Division, Hawaii Army National Guard (HIARNG) before the individual begins work.
6. Security Guard contractor must provide their State Guard License along with their bid.

II. SECURITY GUARD REQUIREMENTS:

1. Security Guards will be required during the periods specified below:

<u>Location</u>	<u>Number of Security Guards</u>	<u>Hours</u>	<u>Days</u>
Wahiawa Armory	1 Security Guard	0600-1800	M-SU, IDT, AT
	1 Security Guard	1800-0600	M-SU, IDT, AT

\*Inactive Duty Training (IDT) – One weekend per month, Saturday and Sunday.

\*Annual Training (AT) – 15 days per fiscal year.

\*Holiday coverage will be the same hours as listed above. A schedule of holidays will be provided to the security provider before the start of each fiscal year.

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2. Security guards shall be required to wear a uniform at all times while on duty. The uniform shall be clean and neat and shall be worn in the prescribed manner. Shoes shall be neatly polished, and the cap shall be worn at all times while outdoors.
3. The security guard coming on duty shall first report to the Officer-in-Charge, or his designated representative before beginning their tour of duty for any special instructions which may be required to be passed on to them. The security guard coming off duty shall report to the Officer-in-Charge, all information as to any unusual events or activities during their tour of duty or which may have been passed on to them by the guard who preceded them on duty. All security guard reports shall be turned over to the Officer-in-Charge at this time.
4. The security guard shall check all doors and windows at designated buildings and all secured areas to make certain all are properly locked and secured; turn-off all building security lights after daybreak, and turn-on during hours of darkness. In addition, the security guards will check the perimeter fence-line to ensure it has not been breached. This facility has two main areas; a motor pool and a large building, which are located across the main road from one another. Security guards are responsible for both areas.
5. Security guards shall maintain a record of all activities during their tour of duty, including patrol tours, visitations by supervisors or security officer, and other usual or unusual happenings in a logbook provided for this purpose.
6. The security guards shall remain on duty until properly relieved. In the event the relief security guard fails to report, the security guard will notify their office and supervisor, and will remain on duty until properly relieved.
7. The security guard shall inform the guard relieving them of any special instructions and information on any unusual circumstances or activities which have taken place during their tour of duty, or which may be taking place at the time.
8. The security guard shall comply with the Hawaii National Guard Security requirements (i.e. Force Protection Security, Operations Security, Defense Information Security, and Physical Security) and any regulations that the Security officer deems appropriate. Additional instructions will be furnished at time of award.

### III. SPECIAL INSTRUCTIONS:

1. Generally security guards shall perform the following functions: Guard and protect National Guard personal and property, materials, equipment, supplies, and buildings located within or contiguous to the facility from damage or loss through theft, fire, trespass, espionage or sabotage.
2. Prohibit and prevent loitering in, trespassing on, entering into, and using of areas, buildings, services, facilities and installations by unauthorized personnel.

3. Security guards shall make a complete foot patrol of all external areas, to include all parked equipment and vehicles, Ground Support Equipment, and flammable materials, not less than once in each hour while on duty. Security guards shall vary their patrol pattern and time schedule in such manner that their presence in any one area or along any particular route cannot be accurately predicted in advance. Additional instructions will be furnished at time of award.
4. In the event that a vault Intrusion Detection System (IDS) should activate to the alarm status, security guards will watch over this vault and notify the building point of contact (POC) of that activation. The security guard is to continue to provide continuous observation of the building until relieved by unit personnel or building POC. Building POCs will be provided once contract is awarded.
5. Security guards will not engage in conversation with anyone while on duty except as may be required in the performance of their duties. They will not utilize the telephone while on duty except as may be required in the performance of their official duties.
6. During National Guard IDT weekends and AT sessions, either in the evenings or on weekends, the security guard on duty shall be especially watchful and alert to prevent burglary and vandalism.
7. At the completion of each IDT weekend and/or AT session, the security guard on duty shall inspect facilities to insure that all lights are out in offices, buildings, shops and other areas, and that all doors, windows, supply rooms, and gates are properly locked and secured.
8. Perform other similar functions, which may be desirable or necessary to maintain law and order or prevent illegal acts consisting of threats to the peace, safety, or security of the facilities and its personnel.
9. Observe and enforce all facilities regulations and other orders and instructions, which may from time-to-time be prescribed by the Contracting Officer.
10. If deficiencies in security or maintenance of security equipment or tools are required, this will be reported to the Security Officer. Deficiencies should also be logged in the end of shift report and noted in following day reports until deficiency is corrected.

#### IV. ACCESS:

1. After duty hours, all facilities will normally be secured. Access to the facility and grounds will be allowed only to authorize personnel.
2. The security guard shall verify identity of individuals in Department of Defense facilities after normal duty hours with appropriate identification cards (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel). Once proper identification is obtained the driver may be asked to provide proper documents (at a

minimum current and valid registration, safety inspection and sticker, and insurance). Also, the vehicle may be subject to search by security personnel on duty commensurate with the current Threat Condition Level procedures. Detailed procedures will be provided once contract is awarded.

3. All delivery vehicles need to provide proper company credentials, identify the recipient of the package, and identify the contents of the package. The package recipient will be notified to meet and escort, if necessary, the delivery person/vehicle. Additional searches may be required dependant upon the threat level. Detailed procedures will be provided once contract is awarded.
4. Access to the individual shop and office areas will be denied to all personnel not normally employed in that area. Prior coordination will have been made and notification forwarded to security guards if need does arise to have personnel in these areas. Supervisory personnel are allowed to all areas at all times. A sign-in, sign-out register shall be maintained for all visitors to the area during non-duty hours. Additional procedures will be furnished at time of award.
5. Security guards must record the entry of any individuals that enter the facility after 1800 that are not working as part of a normal operation, such as meetings and unit operations conducted during evening hours. The names of individuals working alone after 2000 must be logged and be a part of the morning report.

#### V. EMERGENCIES:

1. In emergencies, such as fires or accidents, or in the event of a break-in or other unusual occurrences, summon appropriate assistance or give such aid as may be necessary or logical under the circumstances. This may include engaging in fire fighting duties, protecting evidence at the scene of a crime, detaining the trespasser or trespassers or guarding an area following an accident or natural disaster.
2. Security guards, while on duty, shall carry the following list of pertinent telephone numbers:

a. EMERGENCY (FIRE OR POLICE)	911
b. G3, Operations Division, Protection Branch	672-1386/594-3565
c. Wahiawa Armory Point of Contact	TBD
d. Security Service Provider's Phone Number	TBD
3. National Guard personnel will be notified in the event of an emergency. Names and Contact Numbers to be furnished at time of award.



VI. DAILY REPORT:

4. Upon completion of a tour of duty, prepare a written report using the State Department of Defense Daily Security Officer's Report Form for submission to the National Guard supervisor by 0800 hrs. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors or gates unlocked, etc.
5. In addition, the report should also include all potentially hazardous or unsafe conditions, inadequate lighting, improper security conditions, unlocked buildings, safes, files, vaults, or other conditions, which require reporting to the Security Officer, State Department of Defense, or the Officer-in-Charge of the facility.

VII. ADDITIONAL INSTRUCTIONS: Additional instructions shall be provided after the award of contract.

STANDARD OPERATING PROCEDURES (SOP)  
FOR FURNISHING SECURITY GUARD SERVICES AT  
ARMY AVIATION SUPPORT FACILITY #2  
GENERAL LYMAN FIELD, HILO, HAWAII

I. GENERAL:

1. This SOP supplements the Special Provisions for furnishing Security Guard Services and is made a part of that Special Provisions.
2. Security guards shall be required to carry on their persons at all times while on duty a copy of this SOP and to be aware of all pertinent information herein contained.
3. The Security Guards shall work under the general supervision of the Security Officer, State of Hawaii, Department of Defense. In addition, the Army Aviation Support Facility Commander (AASFC), State of Hawaii, Department of Defense, Hawaii Army National Guard, will provide site specific supervision and direction. The contractor shall be responsible for the immediate supervision and direction of the security guards.
4. Security guards must be trained and experienced. They cannot possess **prior felony conviction**, must have a favorable local agency checks, must be drug free, and cannot be under a current Temporary Restraining Order or Order of Protection.
5. Security guards must able to speak, read, and write in English. English must be their primary language. Security guards must also possess a High School education, have 2 years experience in security operations as a security guard or in higher responsibilities, and have a current State of Hawaii driver license. The contractor must provide evidence of security guard credentials to the Security Officer at the G3 Operations Division, Hawaii Army National Guard before the individual begins work.
6. Security Guard contractor must provide their State Guard License along with their bid.

II. SECURITY GUARD REQUIREMENTS:

1. Security Guards will be required during the periods specified below:

<u>Location</u>	<u>Number of Security Guards</u>	<u>Hours</u>	<u>Days</u>
Hilo AASF#2	1 Security Guard	0600-1800	M-SU, IDT, AT
	1 Security Guard	1800-0600	M-SU, IDT, AT

\*Inactive Duty Training (IDT) – One weekend per month, Saturday and Sunday.

\*Annual Training (AT) – 15 days per fiscal year.

\* Holiday coverage will be the same hours as listed above. A schedule of holidays will be provided to the contractor before the start of each fiscal year.

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2. Security guards shall be required to wear a uniform at all times while on duty. The uniform shall be clean and neat and shall be worn in the prescribed manner. Shoes shall be neatly polished, and the cap shall be worn at all times while outdoors.
3. The security guard coming on duty each day (except Saturdays, Sundays, and holidays), shall first report to the Army Aviation Support Facility Commander or his designated representative before beginning his/her tour of duty for any special instructions which may be required to be passed on to him. The security guard coming off duty shall report to the AASFC, or his/her designated representative all information as to any unusual events or activities during his/her tour of duty or which may have been passed on to him/her by the security guard who preceded him on duty. All security guard reports shall be turned over to the Officer-in-Charge (OIC) at this time.
4. The 0600-1800 shift shall check all doors and windows of both buildings and all secured areas to make certain all are properly locked and secured, and shall turn-on all building security lights prior to darkness. The 1800-0600 shifts shall insure to turn-ON all security lights immediately after sunset and to turn-off all building security lights after daybreak. In addition, the security guards will check the perimeter fence-line to ensure it has not been breached.
5. Security guards shall maintain a record of all activities during their tour of duty, including patrol tours, visitations by supervisors or security officer, and other usual or unusual happenings in a logbook provided for this purpose.
6. The security guards shall remain on duty until properly relieved. In the event the relief guard fails to report for duty on time, the security guard will notify his office and security supervisor, and will remain on duty until properly relieved.
7. The security guard shall inform the guard relieving him any special instructions and information on any unusual circumstances or activities which have taken place during his tour of duty, or which may be taking place at the time.
8. The security guard shall comply with the Hawaii National Guard Security requirements (i.e. Force Protection Security, Operations Security, Defense Information Security, and Physical Security) and any regulations that the Security officer deems appropriate. Additional instructions will be furnished at time of award.

### III. SPECIAL INSTRUCTIONS:

1. Generally security guards shall perform the following functions:
  - a. Guard personnel and protect all public and private property, materials, equipment, supplies, buildings, and personnel located within or contiguous to the facility from injury, damage or loss through theft, fire, trespass, espionage or sabotage.

- b. Prohibit and prevent loitering in, trespassing on, entering into, and usage of areas, buildings, services, facilities, and installations by unauthorized personnel. Special attention should be given to the following areas in the priority as listed:
    - i. Aircraft
    - ii. Hanger
    - iii. POL Refueling Tank Area
    - iv. Vehicles
    - v. Helicopter Ramp
  - c. Security guards shall maintain a continuous roving patrol of the area inside the fenced area and shall make a complete patrol tour of all areas of the Hanger (Building No. 618), and all external areas, to include all parked equipment (vehicles, aircrafts, etc.), flammable materials storage building, not less than once each 60 minutes while on duty. Security guards shall vary their patrol pattern and time schedule in such a manner that their presence in any one area or along any particular route cannot be accurately predicted in advance. In the event of an actual emergency, such as, an aircraft accident, natural disaster, State declared emergencies; the security guard will help protect against any unauthorized entry of news media or private industry's solicitation of information or access to AASF#2. Additional instructions will be provided after award of contract.
  - d. Check all helicopters and see that all rotors are properly secured and cockpits are locked on all helicopters outside of hanger.
- 2. In the event that a vault Intrusion Detection System (IDS) should activate to the alarm status, security guards will watch over this vault and notify the building point of contact (POC) of that activation. The security guard is to continue to provide continuous observation of the building until relieved by unit personnel or building POC. Building POCs will be provided once contract is awarded.
  - 3. Security guards will not engage in conversation with anyone while on duty except as may be required in the performance of their duties. They will not utilize the telephone while on duty except as may be required in the performance of their official duties.
  - 4. During National Guard IDT weekends and AT sessions, either in the evenings or on weekends, the guard on duty shall be especially watchful and alert to prevent burglary and vandalism among civilian automobiles belonging to guard personnel which are parked in the immediate vicinity of AASF #2.
  - 5. At the completion of each IDT weekend or AT session, the security guard on duty shall inspect facilities to ensure that all lights are out in offices, buildings, shops, and other areas, and that all doors, windows, supply rooms, and gates are properly locked and secured.

6. Perform other similar functions which may be desirable or necessary to maintain law and order or prevent illegal acts consisting of threats to the peace, safety, or security of the facilities and its personnel.
7. Observe and enforce all facilities regulations and other orders and instructions which may from time-to-time be prescribed by the Contracting Officer.
8. If deficiencies in security or maintenance of security equipment or tools are required, this will be reported to the Security Officer. Deficiencies should also be logged in the end of shift report and noted in following day reports until deficiency is corrected.

#### IV. ACCESS:

1. During normal duty hours the security guard shall verify the identity of individuals at entry control points at a frequency based on the current threat level. Once proper identification is obtained (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel) the driver may be asked to provide proper documents (at a minimum current and valid registration, safety inspection and sticker, and insurance). Also, the vehicle may be subject to search by security personnel on duty commensurate with the current Threat Condition Level procedures. Visitors to include civilians and contractors will be subject to entry control and pass procedures according to HIARNG guidance. Detailed procedures will be provided once contract is awarded.
2. After duty hours, all facilities will normally be secured. Access to the facility and grounds will be allowed only to authorize personnel.
3. The security guard shall verify identity of individuals in Department of Defense facilities after normal duty hours with appropriate identification cards (i.e., military identification card, and driver's license for civilian personnel).
4. All delivery vehicles need to provide proper company credentials, identify the recipient of the package, and identify the contents of the package. The package recipient will be notified to meet and escort, if necessary, the delivery person/vehicle. Additional searches may be required dependant upon the threat level. Detailed procedures will be provided once contract is awarded.
5. Access to the individual shop and office areas will be denied to all personnel not normally employed in that area. Prior coordination will have been made and notification forwarded to security guards if need does arise to have personnel in these areas. Personnel who obtain proper access will only be allowed escorted access and will sign for a temporary access badge from the security office.
6. Supervisory personnel are allowed to all areas at all times. A sign-in, sign-out register shall be maintained for all visitors to the area during duty hours. Unless approved by the AASFC, no visitors will be allowed access to the AASF #2 during non-duty hours.

- a. Security guards must record the entry of any individuals that enter the facility after 1800 that are not working as part of a normal operation, such as meetings and unit operations conducted during evening hours. The names of individuals working alone after 2000 must be logged and be a part of the morning report
- b. During IDT weekends and/or AT sessions escort all visitors to the Officer-in-Charge (OIC) or Non-Commissioned Officer-in-Charge (NCOIC). The OIC or NCOIC of the unit is responsible for updating an access roster with the security office prior to the scheduled IDT and/or AT. Additional instructions after award of contract.

#### V. EMERGENCIES:

1. In emergencies, such as fires or accidents, or in the event of a break-in or other unusual occurrences, summon appropriate assistance or give such aid as may be necessary or logical under the circumstances. This may include engaging in fire fighting duties, protecting evidence at the scene of a crime, detaining the trespasser or trespassers or guarding an area following an accident or natural disaster.
2. Security guards, while on duty, shall carry the following list of pertinent telephone numbers:
 

a. EMERGENCY (FIRE OR POLICE)	911
b. G3, Operations Division, Protection Branch	672-1386/594-3565
c. AAFSC and NCOIC	672-6676/6681
d. Security Service Provider's Phone Number	TBD
3. In the event of fire, first priority should be directed towards the hanger after which attention may be directed toward the aircraft and then to other areas.
  - a. Fire Department (same for Ambulance) 9-911 for Emergencies,  
9-961-6022 for direct contact with fire
4. In the event trespasser(s) and/or person(s) gain or attempt unauthorized access to security areas designated in this SOP, the security guard is directed to identify, detain and/or apprehend, in accordance with law, the individual(s) involved. If assistance is required, the Hawaii County Police Department shall be contacted for police assistance and report made to the AASFC or his designated representative and they will determine who needs to be notified. Contact information to be given at time of award
5. In the event of an emergency not involving police or fire action, i.e., high winds, storm, etc., AASFC or his designated representative will be notified immediately. Contact information to be given at time of award.

6. Security Guards shall be aware of the radio procedures required for use of the portable radio to properly contact the Central Station in the event of an emergency.

VI. DAILY REPORT:

1. Upon completion of a tour of duty, prepare a written report using the State Department of Defense Daily Security Officer's Report Form for submission to the National Guard supervisor by 0700 hrs. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors or gates unlocked, etc.
2. In addition, the report should also include all potentially hazardous or unsafe conditions, fire hazards, (including but not limited to oil spills and gas and oil leaks from helicopter), inadequate lighting, improper security conditions, unlocked buildings, safes, files, vaults, or other conditions which require reporting to the Security Officer, State Department of Defense, or the Officer-in-Charge of the facility.

VII. ADDITIONAL INSTRUCTIONS: Additional instructions shall be provided upon award of contract.

STANDARD OPERATING PROCEDURES (SOP)  
FOR FURNISHING SECURITY GUARD SERVICES AT  
ARMY AVIATION SUPPORT FACILITY #1,  
WHEELER ARMY AIRFIELD, WAHIAWA, HAWAII

I. GENERAL:

1. This SOP supplements the Special Provisions for furnishing Security Guard Services and is made a part of the Special Provisions.
2. Security guards shall be required to carry on their persons at all times while on duty a copy of this SOP and to be aware of all pertinent information herein contained.
3. The Security Guards shall work under the general supervision of the Security Officer, State of Hawaii, Department of Defense. In addition, the Army Aviation Support Facility Commander (AASFC), State of Hawaii, Department of Defense, Hawaii Army National Guard will provide site specific supervision and direction. The management of the security services contractor shall be responsible for the immediate supervision and direction of the security guards.
4. Security guards must be trained and experienced. They cannot possess **prior felony conviction**, must have a favorable local agency checks, must be drug free, and cannot be under a current Temporary Restraining Order or Order of Protection.
5. Security guards must be able to speak, read, and write in English. English must be their primary language. Security guards must also possess a High School education, have 2 years experience in security operations as a security guard or in higher responsibilities, and have a current State of Hawaii driver license. The contractor must provide evidence of guard credentials to the Security Officer at the G3 Operations Division, Hawaii Army National Guard before the individual begins work.
6. Security Guard contractor must provide their State Guard License along with their bid.

II. SECURITY GUARD REQUIREMENTS:

1. Security Guards will be required during the periods specified below:

<u>Location</u>	<u>Number of Security Guards</u>	<u>Hours</u>	<u>Days</u>
Wheeler AASF#1	1 Security Guard	1600-0800	M-SU, IDT, AT
	1 Security Guard	0800-1600	Non-IDT Sat-Sun

- \* Inactive Duty Training (IDT) – One weekend per month, Saturday and Sunday.
- \* Annual Training (AT) – 15 days per fiscal year.
- \* Holiday coverage will be the same hours as listed above. A schedule of holidays will be provided to the security provider before the start of each fiscal year.

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2. Security guards shall be required to wear a uniform at all times while on duty. The uniform shall be clean and neat and shall be worn in the prescribed manner. Shoes shall be neatly polished, and the cap shall be worn at all times while on duty.
3. The security guard coming on duty each day (except Saturdays, Sundays, and holidays), shall first report to the Army Aviation Support Facility Commander or his designated representative before beginning his/her tour of duty for any special instructions which may be required to be passed on to him. The security guard coming off duty shall report to the AASFC, or his/her designated representative all information as to any unusual events or activities during his/her tour of duty or which may have been passed on to him/her by the security guard who preceded him on duty. All security guard reports shall be turned over to the Officer-in-Charge (OIC) at this time.
4. The 0800-1600 shift shall check all doors and windows of both buildings and all secured areas to make certain all are properly locked and secured, and shall turn-on all building security lights prior to darkness. The 1600-0800 shift shall insure to turn-ON all security lights immediately after sunset and to turn-off all building security lights after daybreak. In addition, the security guards will check the perimeter fence-line to ensure it has not been breached.
5. Security guards shall maintain a record of all activities during their tour of duty, including patrol tours, visitations by supervisors or security officer, and other usual or unusual happenings in a logbook provided for this purpose.
6. The security guards shall remain on duty until properly relieved. In the event the relief security guard fails to report for duty on time, the security guard will notify his office and supervisor, and will remain on duty until properly relieved.
7. The security guard shall inform the security guard relieving him any special instructions and information on any unusual circumstances or activities which have taken place during his tour of duty, or which may be taking place at the time.
8. The security guard shall comply with the Hawaii National Guard Security requirements (i.e. Force Protection Security, Operations Security, Defense Information Security, and Physical Security) and any regulations that the Security officer deems appropriate. Additional instructions will be furnished at time of award.

### III. SPECIAL INSTRUCTIONS:

1. Generally, security guards shall perform the following functions:
  - a. Guard and protect all public and private property, materials, equipment, supplies, buildings and personnel located within or contiguous to the facility from injury, damage or loss through theft, fire, trespass, espionage or sabotage.

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- b. Prohibit and prevent loitering in, trespassing on, entering into, and usage of areas, buildings, services, facilities, and installations by unauthorized personnel. Special attention should be given to the following areas in the priority as listed:
    - (a) Arms Room
    - (b) Helicopter Ramp
    - (c) POL Refueling Tank Area
    - (d) Hangar
  - c. Security guards shall maintain a continuous foot patrol of the area at least once in each hour while on duty and shall make a complete patrol tour of all areas of the Hangar (Building No. 829), and all external areas to include; all parked equipment, ground support equipment, flammable materials, storage building (Bldg. 827), and refueling tank area. Security guards shall vary their patrol pattern and time schedule in such a manner that their presence in any one area or along any particular route cannot be accurately predicted in advance. In the event of an actual emergency, such as, an aircraft accident, natural disaster or State declared emergencies; the security guard will help protect against any unauthorized entry of news media or private industry's solicitation of information or access to AASF#1. Additional instructions will be provided after award of contract.
  - d. Check all helicopters and ensure that all rotors are properly secured and cockpits are locked on all helicopters outside of the hangar.
- 2. In the event that a vault IDS should activate to the alarm status, security guards will watch over this vault and notify the building point of contact (POC) of that activation. The security guard is to continue to provide continuous observation of the building until relieved by unit personnel or building POC. Building POCs will be provided once contract is awarded.
  - 3. Security guards will not engage in conversation with anyone while on duty except as may be required in the performance of their duties. They will not utilize the telephone while on duty except as may be required in the performance of their official duties.
  - 4. During National Guard IDT weekends and/or AT session of units of the, either in the evenings or on weekends, the security guard on duty shall be especially watchful and alert to prevent burglary and vandalism.
  - 5. At the completion of each armory drill or training sessions, the security guard on duty shall inspect facilities to ensure that all lights are out in offices, buildings, shops and other areas, and that all doors, windows, supply rooms, and gates are properly locked and secured.
  - 6. Perform other similar functions which may be desirable or necessary to maintain law and order or prevent illegal acts consisting of threats to the peace, safety, or security of the facilities and its personnel.

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7. Observe and enforce all facility regulations and other orders and instructions that may be prescribed by the Contracting and Engineering Officer.
8. On occasion may have to monitor adjacent National Guard building exterior entrances and arms vault areas.
9. If deficiencies in security or maintenance of security equipment or tools are required, this will be reported to the Security Officer. Deficiencies should also be logged in the end of shift report and noted in following day reports until deficiency is corrected.

#### IV. ACCESS:

1. During normal duty hours the security guard shall verify the identity of individuals at entry control points at a frequency based on the current threat level.
2. After duty hours, all facilities will normally be secured. Access to the facility and grounds will be allowed only to authorize personnel.
  - a. The security guard shall verify identity of individuals in Department of Defense facilities after normal duty hours with appropriate identification cards (i.e., military common access card, Schofield contractor badges/contracted company identification, and driver's license for civilian personnel).
  - b. All delivery vehicles need to provide proper company credentials, identify the recipient of the package, and identify the contents of the package. The package recipient will be notified to meet and escort, if necessary, the delivery person/vehicle. Additional searches may be required dependant upon the threat level. Detailed procedures will be provided once contract is awarded.
  - c. Access to the individual shop and office areas will be denied to all personnel not normally employed in that area. Prior coordination will have been made and notification forwarded to security guards if need does arise to have personnel in these areas. Personnel who obtain proper access will only be allowed escorted access and will sign for a temporary access badge from the security office.
  - d. Supervisory personnel are allowed to all areas at all times. A sign-in, sign-out register shall be maintained for all visitors to the area during duty hours. Unless approved by the AASFC, no visitors will be allowed access to the AASF #1 during non-duty hours.
  - e. Security guards must record the entry of any individuals that enter the facility after 1800 that are not working as part of a normal operation, such as meetings and unit operations conducted during evening hours. The names of individuals working alone after 2000 must be logged and be a part of the morning report.
  - f. During IDT weekends and/or AT sessions escort all visitors to the Officer-in-Charge (OIC) or Non-Commissioned Officer-in-Charge (NCOIC). The OIC or NCOIC of the

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unit is responsible for updating an access roster with the security office prior to the scheduled IDT and/or AT. Additional instructions after award of contract.

V. EMERGENCIES:

3. In emergencies, such as fires or accidents, or in the event of a break-in or other unusual occurrences, summon appropriate assistance or give such aid as may be necessary or logical under the circumstances. This may include engaging in fire fighting duties, protecting evidence at the scene of a crime, detaining the trespasser or trespassers or guarding an area following an accident or natural disaster.
4. Security guards, while on duty, shall carry the following list of pertinent telephone numbers:

a. Wheeler AAF Military Fire Dept	655-1117
b. Wheeler AAF Military Police	655-1874
c. EMERGENCY (ONLY if Military Police cannot be reached)	911
d. G3, Operations Division, Protection Branch	672-1386/594-3565
e. AAFSC and NCOIC	672-/TBD
f. Security Service Provider's Phone Number	TBD
3. In the event of fire, first priority should be directed towards the hanger after which attention may be directed toward the aircraft and then to other areas.
4. In the event trespasser(s) and/or person(s) gain or attempt unauthorized access to security areas designated in this SOP, the guard is directed to identify, detain and/or apprehend, in accordance with law, the individual(s) involved. If assistance is required, the Honolulu County Police Department shall be contacted for police assistance and report made to the AASF or his designated representative and they will determine who needs to be notified. Contact information to be given at time of award
5. In the event of an emergency not involving police or fire action, i.e., high winds, storm, etc., AASF or his designated representative will be notified immediately. Contact information to be given at time of award.
6. Security Guards shall be aware of the radio procedures required for use of the portable radio to properly contact the Central Station in the event of an emergency. Each guard will familiarize themselves as to nomenclature and radio procedures. If the radio is used, the following voice procedures will be used:
  - a. Initiate call into the net by contacting the net control station, "Security guard at AASF #1, Hawaii Army National Guard calling Airfield Security." When recognized and acknowledged, send the emergency message, "Emergency at (location), need assistance."

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- b. Speak clearly and keep the message concise. When the message is complete, finish the transmission with, "End of message, over." Ensure that acknowledgement is received before logging out of the net. **PROPER RADIO PROCEDURE IS EXTREMELY IMPORTANT.**

VI. DAILY REPORT:

1. Upon completion of a tour of duty, prepare a written report using the State Department of Defense Daily Security Officer's Report Form for submission to the National Guard supervisor by 0800 hrs. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors or gates unlocked, etc. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors or gates unlocked, etc.
2. In addition, the report should also include all potentially hazardous or unsafe conditions, fire hazards, (including but not limited to oil spills and gas and oil leaks from helicopter), inadequate lighting, improper security conditions, unlocked buildings, safes, files, vaults, or other conditions which require reporting to the Security Officer, State Department of Defense, or the Officer-in-Charge of the facility.

VII. ADDITIONAL INSTRUCTIONS: Additional instructions shall be provided upon award of contract.

STANDARD OPERATING PROCEDURES (SOP)  
FOR FURNISHING SECURITY GUARD SERVICES AT  
REGIONAL TRAINING INSTITUTE, BELLOWS AFS, HAWAII

I. GENERAL:

1. This SOP supplements the Special Provisions for furnishing Security Guard Services and is made a part of that Special Provisions.
2. The Security Guards shall work under the general supervision of the Training Administrator and/or S-3 Operations Officer, State of Hawaii, Department of Defense, Hawaii Army National Guard, Regional Training Institute (RTI). The security services contractor shall be responsible for the immediate supervision and direction of the security guards.
3. Security guards shall be required to carry on their persons at all times while on duty a copy of this SOP and to be aware of all pertinent information herein contained.
4. Security guards must be trained and experienced. They cannot possess **prior felony conviction**, must have a favorable local agency checks, must be drug free, and cannot be under a current Temporary Restraining Order or Order of Protection.
5. Security guards must able to speak, read, and write in English. English must be their primary language. Security guards must also possess a High School education, have 2 years experience in security operations as a security guard or in higher responsibilities, and have a current State of Hawaii driver license. The contractor must provide evidence of security guard credentials to the Security Officer at the G3 Operations Division, Hawaii Army National Guard before the individual begins work.
6. Security guard contractor must provide their State Guard License along with their bid.

II. SECURITY GUARD REQUIREMENTS:

1. Security Guards will be required during the periods specified below:

Location	Number of Security Guards	Hours	Days
RTI	1 Security Guards	0600-1800	M-SU, AT IDT
	1 Security Guards	1800-0600	M-SU, AT IDT

2. The security guard coming on duty shall first report to the RTI Training Administrator/S-3 Operations Officer, or his designated representative before beginning their tour of duty for any special instructions which may be required to be passed on to them. The security guard coming off duty shall report to the RTI Training Administrator/S-3 Operations Officer, all information as to any unusual events or activities during their tour of duty or which may have been passed on to them by the guard who preceded them on duty. All

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security guard reports shall be turned over to the RTI Training Administrator/S-3 Operations Officer at this time.

3. The security guard shall check all doors and windows at designated buildings and all secured areas to make certain all are properly locked and secured; turn-off all building security lights after daybreak, and turn-on during hours of darkness, when applicable.
4. The security guards shall remain on duty until end of shift and reports have been turned in, or until relieved by incoming security guard in the instances when there is another shift reporting. In the event the relief security guard fails to report, the guard will notify their office and supervisor, and will remain on duty until properly relieved.
5. The security guard shall pass on to the guard relieving them any special instructions and information on any unusual circumstances or activities which have taken place during their tour of duty or which may be taking place at the time.
6. The security guard shall comply with, but not limited to, the Hawaii National Guard Security requirements, (i.e. Force Protection Security, Operations Security, Defense Information Security, Physical Security, etc...). Additional procedures will be furnished as necessary.

### III. SPECIAL INSTRUCTIONS:

1. During the required shifts, there will be a high volume of traffic, which will require the guards to be very vigilant with checking identification. Security guards will be expected to guide traffic to the appropriate parking stalls as briefed by the RTI Training Administrator or designated representative.
2. Generally, security guards shall perform the following functions: Guard and protect National Guard personnel and property, materials, equipment, supplies, and buildings located within or contiguous to the facility from damage or loss through theft, fire, trespass, espionage or sabotage. Prohibit and prevent loitering in, trespassing on, entering into, and using of areas, buildings, services, facilities and installations by unauthorized personnel.
3. In the event that a vault Intrusion Detection System (IDS) should activate to the alarm status, security guards will watch over this vault and notify the building point of contact (POC) of that activation. The security guard is to continue to provide continuous observation of the building until relieved by unit personnel or building POC. Building POCs will be provided once contract is awarded.
4. Security guards will not engage in conversation with anyone while on duty except as may be required in the performance of their duties. They will not utilize the telephone while on duty except as may be required in the performance of their official duties.

5. Perform other similar functions, which may be desirable or necessary to maintain law and order or prevent illegal acts consisting of threats to the peace, safety, or security of the facilities and its personnel.
6. Observe and enforce all facilities regulations and other orders and instructions, which may from time-to-time be prescribed by the Contracting Officer.
7. If deficiencies in security or maintenance of security equipment or tools are required, this will be reported to the J3/DOMS Security Officer. Deficiencies should also be logged in the end of shift report and noted in reports until deficiency is corrected.

#### IV. ACCESS CONTROL:

1. During normal duty hours the security guard shall verify the identity of individuals at entry control points at a frequency based on the current threat level. Once proper identification is obtained (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel) the driver may be asked to provide proper documents (at a minimum current and valid registration, safety inspection and sticker, and insurance). Also, the vehicle may be subject to search by security personnel on duty commensurate with the current Threat Condition Level procedures. Visitors to include civilians and contractors will be subject to entry control and pass procedures according to HIARNG guidance. Detailed procedures will be provided once contract is awarded.
2. After duty hours, all facilities will normally be secured. Access to the facility and grounds will be allowed only to authorize personnel.
3. The security guard shall verify identity of individuals in Department of Defense facilities with appropriate identification cards (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel).
4. All delivery vehicles need to provide proper company credentials, identify the recipient of the package, and identify the contents of the package. The package recipient will be notified to meet and escort, if necessary, the delivery person/vehicle. Additional searches may be required dependant upon the threat level. Detailed procedures will be provided once contract is awarded.
5. Access to the individual shop and office areas will be denied to all personnel not normally employed in that area. Prior coordination will have been made and notification forwarded to security guards if need does arise to have personnel in these areas. Supervisory personnel are allowed to all areas at all times. A sign-in, sign-out register shall be maintained for all visitors to the area during non-duty hours. Additional procedures will be furnished as necessary by the RTI Training Administrator/S-3 Operations Officer or G3 Operations Division, Protection Branch Security Officer.

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V. EMERGENCIES:

1. In emergencies, such as fires or accidents, or in the event of a break-in or other unusual occurrences, summon appropriate assistance or give such aid as may be necessary or logical under the circumstances. This may include engaging in fire fighting duties, protecting evidence at the scene of a crime, detaining the trespasser or trespassers, or guarding an area following an accident or natural disaster.
2. Security guards, while on duty, shall carry the following list of pertinent telephone numbers:
  - a. EMERGENCY (FIRE OR POLICE) 911
  - b. G3, Operations Division, Protection Branch 672-1386/594-3565
  - c. RTI Training Administrator 672-1380
3. Notify National Guard personnel in the event of an emergency. Names and Contact Numbers to be furnished at time of duty.

VI. DAILY REPORT:

1. During each shift, a Daily Staff Journal/Duty Officer's Log will be maintained on Department of Army Form 1594 (DA Form 1594). Upon completion of a tour of duty, submit duty log to RTI Training Administrator/S-3 Operations Officer prior to leaving the facility. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors or gates unlocked, etc.
2. In addition, the report should also include all potentially hazardous or unsafe conditions, inadequate lighting, improper security conditions, unlocked buildings, safes, files, vaults, or other conditions, which require reporting to the Security Officer at G3 Operations Division, Protection Branch, State Department of Defense, or the Officer-in-Charge of the facility.

VII. ADDITIONAL INSTRUCTIONS: Additional instructions shall be provided after the award of contract.

STANDARD OPERATING PROCEDURES (SOP)  
FOR FURNISHING SECURITY GUARD SERVICES AT  
KEAUKAHA MILITARY RESERVATION (KMR), HILO, HI

I. GENERAL:

1. This SOP supplements the Special Provisions for furnishing Security Guard Services and is made a part of that Special Provisions.
2. Security guards shall be required to carry on their persons at all times while on duty a copy of this SOP and to be aware of all pertinent information herein contained.
3. The security guards shall work under the general supervision of the Security Officer, State of Hawaii, Department of Defense. In addition, a specific site supervisor will be identified upon contract award. The management of the security services contractor shall be responsible for the immediate supervision and direction of the security guards.
4. Security guards must be trained and experienced. They cannot possess **prior felony conviction**, must have a favorable local agency checks, must be drug free, and cannot be under a current Temporary Restraining Order or Order of Protection.
5. Security guards must able to speak, read, and write in English. English must be their primary language. Security guards must also possess a High School education, have 2 years of experience in security operations as a security guard or in higher responsibilities, and have a current State of Hawaii driver license. The contractor must provide evidence of security guard credentials to the Security Officer at the G3 Operations Division, Hawaii Army National Guard (HIARNG) before the individual begins work.
6. Security Guard contractor must provide their State Guard License along with their bid.

II. SECURITY GUARD REQUIREMENTS:

1. Security Guards will be required during the periods specified below:

<u>Location</u>	<u>Number of Security Guards</u>	<u>Hours</u>	<u>Days</u>
KMR	2 Security Guards	0600-1800	M-SU
	2 Security Guards	1800-0600	M-SU

\*Inactive Duty Training (IDT) – One weekend per month, Saturday and Sunday.

\*Annual Training (AT) – 15 days per fiscal year.

\*Holiday coverage will be the same hours as listed above. A schedule of holidays will be provided to the security provider before the start of each fiscal year.

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2. Security guards shall be required to wear a uniform at all times while on duty. The uniform shall be clean and neat and shall be worn in the prescribed manner. Shoes shall be neatly polished, and the cap shall be worn at all times while outdoors.
3. The security guard coming on duty shall first report to the Officer-in-Charge, or his designated representative before beginning their tour of duty for any special instructions which may be required to be passed on to them. The security guard coming off duty shall report to the Officer-in-Charge, all information as to any unusual events or activities during their tour of duty or which may have been passed on to them by the guard who preceded them on duty. All security guard reports shall be turned over to the Officer-in-Charge at this time.
4. The security guard shall check all doors and windows at designated buildings and all secured areas to make certain all are properly locked and secured; turn-off all building security lights after daybreak, and turn-on during hours of darkness. In addition, the security guards will check the perimeter fence-line to ensure it has not been breached.
5. Security guards shall maintain a record of all activities during their tour of duty, including patrol tours, visitations by supervisors or security officer, and other usual or unusual happenings in a logbook provided for this purpose.
6. The security guards shall remain on duty until properly relieved. In the event the relief security guard fails to report, the security guard will notify their office and security supervisor, and will remain on duty until properly relieved.
7. The security guard shall inform the security guard relieving them of any special instructions and information on any unusual circumstances or activities which have taken place during their tour of duty, or which may be taking place at the time.
8. The security guard shall comply with the Hawaii National Guard Security requirements (i.e. Force Protection Security, Operations Security, Defense Information Security, and Physical Security) and any regulations that the Security officer deems appropriate. Additional instructions will be furnished at time of award.

### III. SPECIAL INSTRUCTIONS:

1. Generally security guards shall perform the following functions: Guard and protect National Guard personal and property, materials, equipment, supplies, and buildings located within or contiguous to the facility from damage or loss through theft, fire, trespass, espionage or sabotage.
2. Prohibit and prevent loitering in, trespassing on, entering into, and using of areas, buildings, services, facilities and installations by unauthorized personnel.

3. Security guards shall make a complete foot patrol of all external areas, to include all parked equipment, Ground Support Equipment, flammable materials, not less than once in each hour while on duty. Security guards shall vary their patrol pattern and time schedule in such manner that their presence in any one area or along any particular route cannot be accurately predicted in advance. Additional instructions will be furnished at time of award.
4. In the event that a vault Intrusion Detection System (IDS) should activate to the alarm status, security guards will watch over this vault and notify the building point of contact (POC) of that activation. The security guard is to continue to provide continuous observation of the building until relieved by unit personnel or building POC. Building POCs will be provided once contract is awarded.
5. Security guards will not engage in conversation with anyone while on duty except as may be required in the performance of their duties. They will not utilize the telephone while on duty except as may be required in the performance of their official duties.
6. During National Guard IDT weekends and AT sessions, either in the evenings or on weekends, the security guard on duty shall be especially watchful and alert to prevent burglary and vandalism.
7. At the completion of each IDT weekend and/or AT session, the security guard on duty shall inspect facilities to insure that all lights are out in offices, buildings, shops and other areas, and that all doors, windows, supply rooms, and gates are properly locked and secured.
8. Perform other similar functions, which may be desirable or necessary to maintain law and order or prevent illegal acts consisting of threats to the peace, safety, or security of the facilities and its personnel.
9. Observe and enforce all facilities regulations and other orders and instructions, which may from time-to-time be prescribed by the Contracting Officer.
10. If deficiencies in security or maintenance of security equipment or tools are required, this will be reported to the Security Officer. Deficiencies should also be logged in the end of shift report and noted in following day reports until deficiency is corrected.

#### IV. ACCESS:

1. During normal duty hours the security guard shall verify the identity of individuals at entry control points at a frequency based on the current threat level. Once proper identification is obtained (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel) the driver may be asked to provide proper documents (at a minimum current and valid registration, safety inspection and sticker, and insurance). Also, the vehicle may be subject to search by security personnel on duty commensurate with the current Threat Condition Level procedures. Visitors to include civilians and

contractors will be subject to entry control and pass procedures according to HIARNG guidance. Detailed procedures will be provided once contract is awarded.

2. After duty hours, all facilities will normally be secured. Access to the facility and grounds will be allowed only to authorized personnel.
3. The security guard shall verify identity of individuals in Department of Defense facilities after normal duty hours with appropriate identification cards (i.e., military common access card (CAC) and State of Hawaii ID for civilian personnel).
4. All delivery vehicles need to provide proper company credentials, identify the recipient of the package, and identify the contents of the package. The package recipient will be notified to meet and escort, if necessary, the delivery person/vehicle. Additional searches may be required dependant upon the threat level. Detailed procedures will be provided once contract is awarded.
5. Access to the individual shop and office areas will be denied to all personnel not normally employed in that area. Prior coordination will have been made and notification forwarded to security guards if need does arise to have personnel in these areas. Supervisory personnel are allowed to all areas at all times. A sign-in, sign-out register shall be maintained for all visitors to the area during non-duty hours. Additional procedures will be furnished at time of award.
6. Security guards must record the entry of any individuals that enter the facility after 1800 that are not working as part of a normal operation, such as meetings and unit operations conducted during evening hours. The names of individuals working alone after 2000 must be logged and be a part of the morning report.

#### V. EMERGENCIES:

1. In emergencies, such as fires or accidents, or in the event of a break-in or other unusual occurrences, summon appropriate assistance or give such aid as may be necessary or logical under the circumstances. This may include engaging in fire fighting duties, protecting evidence at the scene of a crime, detaining the trespasser or trespassers or guarding an area following an accident or natural disaster.
2. Security guards, while on duty, shall carry the following list of pertinent telephone numbers:

a. EMERGENCY (FIRE OR POLICE)	911
b. G3, Operations Division, Protection Branch	672-1386/594-3565
c. KMR Points of Contact	TBD
d. Security Service Provider's Phone Number	TBD
3. National Guard personnel will be notified in the event of an emergency. Names and Contact Numbers to be furnished at time of award.

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VI. DAILY REPORT:

4. Upon completion of a tour of duty, prepare a written report using the State Department of Defense Daily Security Officer's Report Form for submission to the National Guard supervisor by 0800 hrs. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors or gates unlocked, etc.
5. In addition, the report should also include all potentially hazardous or unsafe conditions, inadequate lighting, improper security conditions, unlocked buildings, safes, files, vaults, or other conditions, which require reporting to the Security Officer, State Department of Defense, or the Officer-in-Charge of the facility.

VII. ADDITIONAL INSTRUCTIONS: Additional instructions shall be provided after the award of contract.

STANDARD OPERATING PROCEDURES (SOP)  
FOR FURNISHING SECURITY GUARD SERVICES AT  
HAWAII ARMY NATIONAL GUARD,  
KALAELOA FACILITIES

I. GENERAL:

1. This SOP supplements the Special Provisions for furnishing Security Guard Services and is made a part of that Special Provisions.
2. Security guards shall be required to carry on their persons at all times while on duty a copy of this SOP and to be aware of all pertinent information herein contained.
3. The security guards at this location shall work under the general supervision of the Security Officer, State of Hawaii, Department of Defense. The contractor with the security guard contract for this location shall be responsible for the immediate supervision and direction of the security guards.
4. Security guards must be trained and experienced. They cannot possess **prior felony conviction**, must have a favorable local agency check, must be drug free, and cannot be under a current Temporary Restraining Order or Order of Protection.
5. Security guards must be able to speak, read, and write in English. English must be their primary language. Security guards must also possess a High School education, have 2 years experience in security operations as a security guard or in higher responsibilities, and have a current State of Hawaii driver license. The contractor must provide evidence of security guard credentials to the Security Officer at the G3 Operations Division, Hawaii Army National Guard before the individual begins work.
6. Security Guard contractor must provide their State Guard License along with their bid.

II. SECURITY GUARD REQUIREMENTS:

1. Security Guards will be required during the periods specified below:

<u>Location</u>	<u>Number of Security Guards</u>	<u>Hours</u>	<u>Days</u>
Kalaeloa	2 Security Guards	0600-1800	M-SU, IDT, AT
	2 Security Guard	1800-0600	M-SU, IDT, AT

\*Holiday coverage will be the same hours as listed above. A schedule of holidays will be provided to the contractor before the start of each fiscal year.

\*Inactive Duty Training (IDT) – One weekend per month, Saturday and Sunday.

\*Annual Training (AT) – 15 days per fiscal year.

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2. Security guards shall be required to wear a uniform at all times while on duty. The uniform shall be clean and neat and shall be worn in the prescribed manner. Shoes shall be neatly polished, and the cap shall be worn at all times while outdoors.
3. The security guard coming on duty at 0600 hours each day (except Saturdays, Sundays, and holidays), shall first report to the Officer-in-Charge of the facility or his representative before beginning his tour of duty for any special instructions which may be required to be passed on to him.
4. Security guards will check all ground level windows, doors, and gates to make certain all are properly locked and secured, and all building security lights are on before darkness. Security lights will be turned off after daybreak. In addition, the security guards will check the perimeter fence-line to ensure it has not been breached.
5. Security guards shall maintain a record of all activities during their tour of duty, including patrol tours, visitations by supervisors or security officer, and other usual or unusual happenings in a logbook provided for this purpose.
6. Security guards will not leave their post of duty until properly relieved. If the relief security guard fails to report for duty, the guard on duty shall notify his office or supervisor and remain on duty until properly relieved.
7. Security guards shall inform the guard relieving them of any special instructions and information on any unusual circumstances or activities which have taken place during their tour of duty, or which may be taking place at the time.
8. The security guard shall comply with the Hawaii National Guard Security requirements (i.e. Force Protection Security, Operations Security, Defense Information Security, and Physical Security) and any regulations that the Security Officer deems appropriate. Additional instructions will be furnished at time of award.

### III. SPECIAL INSTRUCTIONS:

1. Guard and protect all National Guard property, material, equipment, supplies, and buildings within or contiguous to the facility from damage, loss through theft, fire, trespass, espionage or sabotage.
2. Prohibit and prevent loitering in, trespassing on, entering into, and usage of areas, buildings, services, facilities and installations by unauthorized personnel.
3. Security guard shall maintain a continuous roving and foot patrol of the areas within the confines of the security fence and shall visit each site at least once every 2-hours while on duty:

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1	Building 91, Gate lock
2	Building 117, Back door entrance
3	Building 282, A/29th Support
4	Building 282, Vault Room
5	Building 1898, All exterior doors
6	Building 1784, All exterior doors
7	Building 29, All exterior doors
8	Building 30, All exterior doors
9	Building 19, All exterior doors

6. Foot patrol will conduct a **vigilant** watch over buildings 1898, 1903, and 117, 29, and 30.
7. Upon completion of a tour of duty, a copy of a written report (on a form provided) shall be prepared and submitted to the Security Officer in G3 Operations Division by 0800 Monday through Friday. The Operations Office (G3) inbox is located in building 1784, room 303. The building will be open during normal duty hours before 0800 by full-time personnel. During days of non-operation, the report is to be placed under the front door face down. The security guard coming off duty at 0600 shall report to the officer-in-charge of the Facility or his representative all information regarding any unusual events or activities during his tour of duty or which may have been passed on to him by the security guard who preceded him/her on duty. All security guard reports shall be turned over to the Officer-in-Charge at this time.
8. Roving patrol will patrol open space within all National Guard fenced area and dismount to conduct a foot patrol for buildings 282, 134, 91, 29, 30, and 1784. Building 19 is outside of the fenced area and will require a physical check of all doors and windows. The roving vehicle must meet all City and County requirements such as current vehicle license, insurance, and safety inspection. In instances that the vehicle is not working, the contractor will immediately replace the inoperable vehicle.
9. In the event that a vault Intrusion Detection System (IDS) should activate to the alarm status, security guards will watch over this vault and notify the building point of contact (POC) of that activation. The security guard is to continue to provide continuous observation of the building until relieved by unit personnel or building POC. Building POCs will be provided once contract is awarded.
10. At the completion of each IDT weekend and/or AT session, the security guard on duty shall inspect facilities to ensure that all lights are out in offices, buildings, shops and other areas, and that all doors, windows, supply rooms, and gates are properly locked and secured.
11. Security guards will not engage in conversation with anyone while on duty except as may be required in the performance of their duties. They will not utilize the telephone while on duty except as may be required in the performance of their official duties.

12. During National Guard IDT weekends and AT sessions, either in the evenings or on weekends, the security guard on duty shall be especially watchful and alert to prevent burglary and vandalism.

#### IV. ACCESS:

1. During normal duty hours the security guard shall verify the identity of individuals at entry control points at a frequency based on the current threat level. Once proper identification is obtained (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel) the driver may be asked to provide proper documents (at a minimum current and valid registration, safety inspection and sticker, and insurance). Also, the vehicle may be subject to search by security personnel on duty commensurate with the current Threat Condition Level procedures. Visitors to include civilians and contractors will be subject to entry control and pass procedures according to HIARNG guidance. Detailed procedures will be provided once contract is awarded.
2. After duty hours, all facilities will normally be secured. Access to the facility and grounds will be allowed only to authorize personnel.
3. The security guard shall verify identity of individuals in Department of Defense facilities after normal duty hours with appropriate identification cards (i.e., military identification card (CAC card), and State of Hawaii ID for civilian personnel).
4. All delivery vehicles need to provide proper company credentials, identify the recipient of the package, and identify the contents of the package. The package recipient will be notified to meet and escort, if necessary, the delivery person/vehicle. Additional searches may be required dependant upon the threat level. Detailed procedures will be provided once contract is awarded.
5. Access to the individual shop and office areas will be denied to all personnel not normally employed in that area. Prior coordination will have been made and notification forwarded to security guards if need does arise to have personnel in these areas. Supervisory personnel are allowed to all areas at all times. A sign-in, sign-out register shall be maintained for all visitors to the area during non-duty hours. Additional procedures will be furnished at time of award.
6. Security guards must record the entry of any individuals that enter the facility after 1800 that are not working as part of a normal operation, such as meetings and unit operations conducted during evening hours. The names of individuals working alone after 2000 must be logged and be a part of the morning report.

V. EMERGENCIES:

1. In emergencies, such as fires or accidents, or in the instance of a break-in or other unusual occurrences, summon appropriate assistance or give such aid as may be necessary or logical under circumstances. This may include protecting evidence at the scene of a crime or guarding an area following an accident or natural disaster.
2. Security guards, while on duty, shall carry the following list of pertinent telephone numbers:
  - a. EMERGENCY (FIRE OR POLICE) 911
  - b. G3, Operations Division, Protection Branch 672-1386/594-3565
  - c. Security Service Provider's Phone Number TBD
3. National Guard personnel will be notified in the event of an emergency. Names and contact numbers to be furnished at time of award.

VI. DAILY REPORT:

1. Upon completion of a tour of duty, prepare a written report using the State Department of Defense Daily Security Officer's Report Form for submission to the National Guard supervisor by 0800 hrs. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors, gates or government vehicles left unlocked, etc.
2. In addition, the report should also include all potentially hazardous or unsafe conditions, inadequate lighting, improper security conditions, unlocked buildings, safes, files, vaults, or other conditions, which require reporting to the Security Officer, State Dept of Defense, or the Officer-in-Charge of the facility.

VII. ADDITIONAL INSTRUCTIONS: Additional instructions will be provided after award of contract.

STANDARD OPERATING PROCEDURES (SOP)  
FOR FURNISHING SECURITY GUARD SERVICES AT  
DIAMOND HEAD HQ (RUGER), HAWAII

I. GENERAL:

1. This SOP supplements the Special Provisions for furnishing Security Guard Services and is made a part of that Special Provisions.
2. Security guards shall be required to carry a copy of this SOP on their persons at all times while on duty, and to be aware of all pertinent information herein contained.
3. The security guards shall work under the general supervision of the Security Officer, State of Hawaii, Department of Defense. The security services contractor shall be responsible for the immediate supervision and direction of the security guards.
4. Security guards must be trained and experienced. They cannot possess **prior felony conviction**, must have a favorable local agency check, must be drug free, and cannot be under a current Temporary Restraining Order or Order of Protection.
5. Security guards must be able to speak, read and write English. English must be their primary language. Security guards must also possess a high school education; have 2 years experience in security operations as a security guard or in higher responsibilities, and have a current State of Hawaii driver license. The contractor must provide evidence of security guard credentials to the Security Officer at the G3 Operations Division, Hawaii Army National Guard before the individual begins work.
6. Security guard contractor must provide their State Guard License along with their bid.

II. SECURITY GUARD REQUIREMENTS:

1. Security guards will be required during the periods specified below:

<u>Location</u>	<u>Number of guards</u>	<u>Hours</u>	<u>Days</u>
Diamond Head HQ (Ruger)	2 Security Guards <sup>1</sup>	0500-1900	M-F, IDT <sup>2</sup> , AT
	2 Security Guards <sup>1</sup>	1900-0500	M-F, IDT <sup>2</sup> , AT

<sup>1</sup> One security guard is rover/relief between Diamond Head HQ (Building 306, 306A) and Diamond Head Crater SCD Warehouse (building 303), Battery 407, Counter Drug, Ft. Ruger Gym (building 300) and Battery Harlow).

<sup>2</sup> During JFHQ IDT weekends and AT, one security guard will be rover at Diamond Head and one security guard will be stationed at HING Headquarters Bldg 306 and 306A entrance gate.

Inactive Duty Training (IDT) – One weekend per month, Saturday and Sunday.  
Annual Training (AT) – 15 days per fiscal year.

2. Security guards shall be required to wear a clean, neat, and authorized uniform at all times while on duty.
3. The security guard coming on duty shall first report to the Officer-in-Charge, or his designated representative before beginning their tour of duty for any special instructions which may be required to be passed on to them. The security guard coming off duty shall report to the Officer-in-Charge, all information regarding any unusual events or activities during their tour of duty or which may have been passed on to them by the security guard who preceded them. All security guard reports shall be turned over to the Officer-in-Charge at this time.
4. The security guard shall check all doors and windows at designated buildings and all secured areas to ensure all are properly locked and secured; turn-off all building security lights after daybreak, and turn-on during hours of darkness. In addition, security guards will check the perimeter fence-line to ensure it has not been breached.
5. Security guards shall maintain a record of all activities during their tour of duty, including patrol tours, visitations by supervisors or security officer, and other usual or unusual happenings in a logbook provided for this purpose.
6. The security guards shall remain on duty until properly relieved. In the event the relief security guard fails to report, the guard will notify their office and supervisor, and will remain on duty until properly relieved.
7. The security guard shall pass on to the security guard relieving them any special instructions and information on any unusual circumstances or activities which have taken place during their tour of duty or which may be taking place at the time.
8. The security guard shall comply with the Hawaii National Guard Security requirements (i.e. Force Protection Security, Operations Security, Defense Information Security, and Physical Security) and any regulations that the Security Officer deems appropriate. Additional instructions will be furnished at time of award.

### III. SPECIAL INSTRUCTIONS:

1. Generally security guards shall perform the following functions: Guard and protect National Guard personal and property, materials, equipment, supplies, and buildings located within or contiguous to the facility from damage or loss caused by theft, fire, trespass, espionage or sabotage. Prohibit and prevent loitering in, trespassing on, entering into, and use of areas, buildings, services, facilities and installations by unauthorized personnel.

2. Prohibit and prevent loitering in, trespassing on, entering into, and using of areas, buildings, services, facilities and installations by unauthorized personnel.
3. Security guards shall make a complete foot patrol of all external areas, to include all parked equipment, Ground Support Equipment, flammable materials, not less than once in each hour while on duty. Security guards shall check the security of all government vehicles in the facility parking areas and ensure the perimeter fence has not been compromised. Security guards shall vary their patrol pattern and time schedule in such a manner that their presence in any one area or along any particular route cannot be accurately predicted in advance. Additional instructions will be furnished at time of award.
4. In the event that a vault Intrusion Detection System (IDS) should activate to the alarm status, security guards will watch over this vault and notify the building point of contact (POC) of that activation. The security guard is to continue to provide continuous observation of the building until relieved by unit personnel or building POC. Building POCs will be provided once contract is awarded.
5. Security guards will not engage in conversation with anyone while on duty unless required for the performance of their duties. They will not utilize the telephone while on duty except as may be required in the performance of their official duties.
6. During National Guard IDT weekend and AT session, either in the evenings or on weekends, the security guard on duty shall be especially watchful and alert to prevent burglary and vandalism.
7. At the completion of each IDT weekend or AT session, the security guard on duty shall inspect facilities to insure that all lights are out in offices, buildings, shops and other areas, and that all doors, windows, supply rooms, and gates are properly locked and secured.
8. Perform other similar functions, which may be desirable or necessary to maintain law and order or prevent illegal acts consisting of threats to the peace, safety, or security of the facilities and its personnel.
9. Observe and enforce all facilities' regulations and other orders and instructions, which may from time-to-time be prescribed by the Contracting Officer.
10. If deficiencies in security or maintenance of security equipment or tools are required, this will be reported to the Security Officer. Deficiencies should also be logged in the end of shift report and noted in following day reports until deficiency is corrected.

#### IV. ACCESS:

1. During normal duty hours the security guard shall verify the identity of individuals at entry control points at a frequency based on the current threat level. Once proper

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identification is obtained (i.e., military common access card (CAC), and State of Hawaii ID for civilian personnel) the driver may be asked to provide proper documents (at a minimum current and valid registration, safety inspection and sticker, and insurance). Also, the vehicle may be subject to search by security personnel on duty commensurate with the current Threat Condition Level procedures. Visitors to include civilians and contractors will be subject to entry control and pass procedures according to HIARNG guidance. Detailed procedures will be provided once contract is awarded.

2. After duty hours, all facilities will normally be secured. Access to the facility and grounds will be allowed only to authorized personnel.
3. The security guard shall verify identity of individuals in Department of Defense facilities after normal duty hours with appropriate identification cards (i.e., military common access card (CAC) and State of Hawaii ID for civilian personnel).
4. All delivery vehicles need to provide proper company credentials, identify the recipient of the package, and identify the contents of the package. The package recipient will be notified to meet and escort, if necessary, the delivery person/vehicle. Additional searches may be required dependant upon the threat level. Detailed procedures will be provided once contract is awarded.
5. Access to the individual shop and office areas will be denied to all personnel not normally employed in that area. Prior coordination will have been made and notification forwarded to security guards if need does arise to have personnel in these areas. Supervisory personnel are allowed to all areas at all times. A sign-in, sign-out register shall be maintained for all visitors to the area during non-duty hours. Additional procedures will be furnished at time of award.
6. Security guards must record the entry of any individuals that enter the facility after 1800 that are not working as part of a normal operation, such as meetings and unit operations conducted during evening hours. The names of individuals working alone after 2000 must be logged and be a part of the morning report.

#### V. EMERGENCIES:

1. In emergencies, such as fires or accidents, or in the event of a break-in or other unusual occurrences, summon appropriate assistance or give such aid as may be necessary or logical under the circumstances. This may include engaging in fire fighting duties, protecting evidence at the scene of a crime, detaining the trespasser or trespassers, or guarding an area following an accident or natural disaster.
2. Security guards, while on duty, shall carry the following list of pertinent telephone numbers:
  - a. EMERGENCY (FIRE OR POLICE) 911
  - b. G3, Operations Division, Protection Branch 672-1386/594-3565

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3. National Guard personnel will be notified in the event of an emergency. Names and contact numbers to be furnished at time of award.

VI. DAILY REPORT:

1. Upon completion of a tour of duty, prepare a written report using the State Department of Defense Daily Security Officer's Report Form for submission to the National Guard supervisor by 0800 hrs. Report all circumstances and activities of an unusual nature which have occurred during the tour of duty and all deficiencies or discrepancies observed, such as burned-out security lights, lights left on in buildings, doors or gates unlocked, etc.
2. In addition, the report should also include all potentially hazardous or unsafe conditions, inadequate lighting, improper security conditions, unlocked buildings, safes, files, vaults, or other conditions, which require reporting to the Security Officer, State Dept of Defense, or the Officer-in-Charge of the facility.

VII. ADDITIONAL INSTRUCTIONS: Additional instructions will be provided after award of contract.