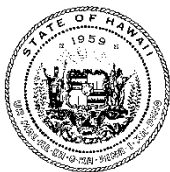


JOSH B. GREEN, M.D.  
GOVERNOR  
KE KIA'AINA



BONNIE KAHAKUI  
ACTING ADMINISTRATOR

**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

P.O. Box 119  
Honolulu, Hawaii 96810-0119  
Tel: (808) 586-0554  
email: [state.procurement.office@hawaii.gov](mailto:state.procurement.office@hawaii.gov)  
<http://spo.hawaii.gov>  
Twitter: [@hawaiispo](https://twitter.com/hawaiispo)

November 20, 2023

TO: Executive Departments/Agencies City and County of Honolulu  
Department of Education Honolulu City Council  
School Facilities Authority Honolulu Board of Water Supply  
Hawaii Health Systems Corporation Honolulu Authority for Rapid Transportation  
Office of Hawaiian Affairs County of Hawaii  
University of Hawaii Hawaii County Council  
Public Charter School Commission and Schools County of Hawaii-Department of Water Supply  
House of Representatives County of Maui  
Senate Maui County Council  
Judiciary County of Maui-Department of Water Supply  
County of Kauai  
Kauai County Council  
County of Kauai – Department of Water

FROM: Bonnie Kahakui, Acting Administrator *Bonnie A. Kahakui*

SUBJECT: **Change No. 2**  
SPO Vendor List Contract No. 23-17  
**UNARMED SECURITY GUARD SERVICES**  
IFB No. 23006  
**Expires: June 30, 2025**

The following change is made to this vendor list contract:

- The SLA is updated to include a text field and dollar amount for vehicles.

The current vendor list contract incorporating Change No. 2 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor Lists Contracts* on the home page.

If you have any questions, please contact Matthew Chow at (808) 586-0577, or [matthew.m.chow@hawaii.gov](mailto:matthew.m.chow@hawaii.gov).

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**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**SPO Vendor List Contract No. 23-17**  
Include Change No. 2  
Effective:

***THIS CONTRACT IS FOR AUTHORIZED BUSINESS USE ONLY***

**UNARMED SECURITY GUARD SERVICES**

(IFB No. 23006)

**May 1, 2023 to June 30, 2025**

**PARTICIPATING JURISDICTIONS** listed below have signed a cooperative agreement with the SPO and are authorized to utilize this vendor list contract.

Executive Departments/Agencies	City and County of Honolulu
Department of Education	Honolulu City Council
School Facilities Authority	Honolulu Board of Water Supply
Hawaii Health Systems Corporation	Honolulu Authority for Rapid Transportation
Office of Hawaiian Affairs	County of Hawaii
University of Hawaii	Hawaii County Council
Public Charter School Commission and Schools	County of Hawaii – Department of Water Supply
House of Representatives	County of Maui
Senate	Maui County Council
Judiciary	County of Maui – Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai – Department of Water

The participating jurisdictions are not required but may purchase from this vendor list contract, and requests for exception from the contract are not required. Participating jurisdictions can purchase from other contractors; however, HRS chapter 103D, and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdiction.

**POINT OF CONTACT.** Questions regarding ordering, pricing and status should be directed to the contractor(s).

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Telephone	FAX	E-mail
Executive	Matthew Chow	586-0577	586-0570	<a href="mailto:matthew.m.chow@hawaii.gov">matthew.m.chow@hawaii.gov</a>
Department of Education (DOE)	Procurement Staff	675-0130	675-0133	<a href="mailto:G-OFS-DOE-Procurement@k12.hi.us">G-OFS-DOE-Procurement@k12.hi.us</a>
School Facilities Authority	Gaudencia "Cindy" Watarida	430-5531	n/a	<a href="mailto:cindy.watarida@k12.hi.us">cindy.watarida@k12.hi.us</a>

Jurisdiction	Name	Telephone	FAX	E-mail
Hawaii Health Systems Corporation (HHSC)	Nancy Delima	359-0994	n/a	<a href="mailto:ndelima@hhsc.org">ndelima@hhsc.org</a>
Office of Hawaiian Affairs (OHA)	Christopher Stanley	594-1833	594-1865	<a href="mailto:chriss@oha.org">chriss@oha.org</a>
University of Hawaii (UH)	Karlee Hisashima	956-8687	956-2093	<a href="mailto:karlee@hawaii.edu">karlee@hawaii.edu</a>
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	<a href="mailto:danny.vasconcellos@spcsc.hawaii.gov">danny.vasconcellos@spcsc.hawaii.gov</a>
House of Representatives (House)	Brian Takeshita	586-6423	586-6401	<a href="mailto:takeshita@capitol.hawaii.gov">takeshita@capitol.hawaii.gov</a>
Senate	Carol Taniguchi	586-6720	586-6719	<a href="mailto:c.taniguchi@capitol.hawaii.gov">c.taniguchi@capitol.hawaii.gov</a>
Judiciary	Tritia Cruz	538-5805	538-5802	<a href="mailto:tritia.l.cruz@courts.hawaii.gov">tritia.l.cruz@courts.hawaii.gov</a>
Honolulu City and County (C&C)	Procurement Specialist	768-5535	768-3299	<a href="mailto:bfspurchasing@honolulu.gov">bfspurchasing@honolulu.gov</a>
Honolulu City Council	Kendall Amazaki, Jr.	768-5084	n/a	<a href="mailto:kamazaki@honolulu.gov">kamazaki@honolulu.gov</a>
Honolulu City Council	Nanette Saito	768-5085	768-5011	<a href="mailto:nsaito@honolulu.gov">nsaito@honolulu.gov</a>
Honolulu Board of Water Supply	Procurement Office	748-5071	n/a	<a href="mailto:fn_procurement@hbws.org">fn_procurement@hbws.org</a>
Honolulu Authority for Rapid Transportation (HART)	Dean Matro	768-6246	n/a	<a href="mailto:dean.matro@honolulu.gov">dean.matro@honolulu.gov</a>
County of Hawaii	Diane Nakagawa	961-8440	n/a	<a href="mailto:Diane.Nakagawa@hawaiicounty.gov">Diane.Nakagawa@hawaiicounty.gov</a>
Hawaii County Council	Diane Nakagawa	961-8440	n/a	<a href="mailto:Diane.Nakagawa@hawaiicounty.gov">Diane.Nakagawa@hawaiicounty.gov</a>
County of Hawaii - Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 ext. 224	961-8657	<a href="mailto:kmatsumoto@hawaiidws.org">kmatsumoto@hawaiidws.org</a>
County of Maui	Jared Masuda	463-3816	n/a	<a href="mailto:jared.masuda@co.maui.hi.us">jared.masuda@co.maui.hi.us</a>
Maui County Council	Marlene Rebugio	270-7838	n/a	<a href="mailto:marlene.rebugio@mauicounty.us">marlene.rebugio@mauicounty.us</a>
County of Maui - Department of Water Supply	Kenneth L. Bissen	270-7684	270-7136	<a href="mailto:ken.bissen@co.maui.hi.us">ken.bissen@co.maui.hi.us</a>
County of Kauai	Ernest Barreira	241-4295	241-6297	<a href="mailto:ebarreira@kauai.gov">ebarreira@kauai.gov</a>
Kauai County Council	Codie Tabalba	241-4193	241-6349	<a href="mailto:ctabalba@kauai.gov">ctabalba@kauai.gov</a>
County of Kauai - Department of Water	Christine Erorita	245-5409	245-5813	<a href="mailto:cerorita@kauaiwater.org">cerorita@kauaiwater.org</a>

**USE OF PRICE & VENDOR LIST CONTRACTS BY NONPROFIT ORGANIZATIONS.** Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price & vendor lists contracts.

A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.*

If a nonprofit wish to purchase from a SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor, i.e., participation must be mutually agreed upon. A Contractor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a SPO price or vendor list Contractor(s).

**CONTRACTORS.** The authorized contractors are listed in this vendor list contract. They have signed a contract with the Hawaii State Procurement Office.

- American Guard Services Inc
- Arekat Pacific Security Inc

**VENDOR CODES** for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

**COMPLIANCE PURSUANT TO HRS §103D-310(c).** Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Vendor List Contract No. 23-17. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

**PURCHASING CARD (pCard).** The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Note: Vendors may impose a transaction fee, not to exceed 4%, for pCard transactions.

**PURCHASE ORDERS** may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, or set minimum order requirements before accepting the pCard.

**SPO VENDOR LIST CONTRACT NO. 23-17** shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO Vendor List Contract No. 23-17 shall be notated on the appropriate transaction document.

**STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE** shall not exceed the following rates if the seller elects to pass on the charges to its customers. The GET is not applied to shipping or delivery charges.

County	County Surcharge Tax Rate	State GET	Max Pass-On Tax Rate	Expiration of Surcharge Tax Rate
C&C of Honolulu	0.50%	4.0%	4.7120%	12/31/2030
Hawaii	0.50%	4.0%	4.7120%	12/31/2030
County of Maui (including Molokai & Lanai)	0.0%	4.0%	4.1666%	No county surcharge
Kauai	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on State General Excise (GE) tax or Use Tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

**PAYMENTS** are to be made to the Contractor(s) remittance address. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

**COMPLIANCE PURSUANT TO HRS §103-53.** All state and county contracting officer or agent shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and Internal Revenue Service. This section does not apply to contracts of less than \$25,000.

**LEASE AGREEMENTS** are not allowed under this contract.

**VENDOR AND PRODUCT EVALUATION** form, SPO-012, for the purpose of addressing concerns on this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

**PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET** at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

**PURPOSE.** The State Procurement Office (SPO) on behalf of the Department of Accounting and General Services (DAGS), is solicited bids for unarmed security guard services pursuant to §463, HRS for guards and security attendants whom act in a guard capacity with physical presence and safekeeping.

## DEFINITIONS

- "Act/Acting in a guard capacity" means the performance of safekeeping, observation, and reporting functions by a uniformed officer.
- "Guard" means a registered uniformed person responsible for the safekeeping of a client's properties and persons within contractually prescribed boundaries, and for observation and reporting relative to such safekeeping. "Guard" shall not include any active duty federal, state, or county law enforcement officers or personnel.
- "Guard agency" means a licensed firm engaged in the guard business.

- “Physical presence” means maintaining a post (e.g., a stationary guard, bouncer, etc.) or patrolling the premises (e.g., physically responding to alarms or incidents on the property, etc.).
- “Principal guard” means a licensed guard designated as the guard agency’s primary licensee who is fully responsible for the direct management and control of the agency and the agency’s employees.
- “Safekeeping” means protecting property, assets, or persons through a physical presence to detect and deter illegal actions, inappropriate actions, violations of the property’s or premise’s rules or code of conduct, or unsafe conditions; including but not limited to theft, damage, harm, or risk of injury to such persons or property, as applicable.
- “Security Attendant” means a person who only monitors security cameras.
- “Service Level Agreement” means a written agreement between the Procurement Officer and the Contractor that identifies the service needed and subject to the terms and conditions in this solicitation. At minimum but not limited to, the SLA shall include: (1) description of service (2) identification of roles and responsibilities, (3) billing address, (4) Procurement Officer’s contact information – name, phone number, email, department name, (5) List department that would hold/destroy the weapons/drugs confiscated and/or abandoned (if department is different than procurement officer’s department) (6) number of guard(s), (7) estimated number of hours required, (8) start and end date, (9) scheduled hours for work, and (10) address to report to for work and (11) other duties as assigned. No SLA shall exceed the contract’s Period of Performance nor exceed one year nor allow weapons.
- “Weapons” means items defined in HRS 134 and any type of irritant spray (mace, pepper, or similar compound).

## **DESCRIPTION OF WORK – GUARD**

1. Guard shall act in a guard capacity with physical presence and safekeeping.
2. Maintain laws, rules, and regulations for protection and security. Provide a safe environment for employees and general public by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.
3. Maintain watch in the assigned locations for disturbances by visitors and occupants.
4. Exercise tact and judgment to prevent or minimize disorder, quell disturbances, and generally maintain law and order.
5. Assist employees when visitors are observed or reported as being hostile, abusive, or disorderly, or if they appear to be under the influence of drugs or alcohol, mentally or emotionally unstable, in the process of an unlawful or criminal act, and/or armed.
6. Respond to disturbances, including instigating immediate notification for assistance when law enforcement intervention is necessary. Guard shall follow through after summoning law enforcement, by cooperating and assisting with law enforcement action when necessary, and testifying in court, if necessary.

7. Prevent the entry of unauthorized person(s) into restricted areas and immediately summon and inform law enforcement immediately upon awareness of possible unlawful or hazardous behavior of an individual.
8. Detect and recognize dangerous items and objects. Dangerous items are defined as firearms, weapons, device, instrument, material or substance, whether animate or inanimate which when used or intended to be used is known to be capable of producing bodily injury, death, or destruction of property. All dangerous items and objects shall be confiscated and reported immediately to the Department listed in the SLA.
9. Detect and identify illegal contraband. Illegal contraband is defined as any article or item, which a person is prohibited from obtaining or possessing under the Hawaii Revised statutes (HRS) or City and County Ordinances.
10. Maintain a log of prohibited items removed from and subsequently returned to individual entering and exiting.
11. For each SLA location, report any malfunction of equipment, damages to State property, security risk to the Department listed in the SLA.
12. Work with Department security camera system to assist with virtual patrolling when appropriate.
13. Prepare activity and incident reports and assist with the recording of all incidents requiring Sheriff and/or Police assistance or intervention.
14. Maintain the confidentiality of all documents viewed during the performance of their duties.
15. Assist State security as appropriate.
16. Violations of policies or procedures. Guards may need to issue a verbal or written warning or notice, writing citations, and notifying supervisor and as indicated in the SLA.
17. Trespassing. Actions may include preventing the trespasser from gaining entry or access to areas, identifying and issuing a trespass warning, calling State or local law enforcement and as indicated in the SLA.
18. Criminal Offenses. Actions may include immediately calling State or local law enforcement, relating incident information to law enforcement personnel upon arrival, providing assistance and support, and as indicated in the SLA.
19. Emergencies. During emergencies, such as fires or accidents or other serious incidents, actions may include summoning the appropriate emergency first response agencies, providing such aid as deemed necessary (and for which the assigned security guard personnel is trained to deliver), and/or providing other assistance as deemed exigent or logical under the circumstances (e.g. protecting evidence at the scene of a crime, guarding an area following a disaster or critical incident, etc).
20. Service and Outreach. Provide assistance, information, direction, escorts, a "show of support" when a security presence is necessary, educate public and department on safety and security best practices, and develop and maintain community relationship through interpersonal contact.
21. On and Off Hour Closing Operations. Conduct opening and closing tasks such as unlocking/locking doors, gates and windows, turning on/off lights, fan and other electronics, or securing equipment. Conduct other tasks as needed and included in the SLA.



22. Guard shall be trained on the following Federal Emergency Management Agency (FEMA) Emergency Management Institute (EMI) Independent Study (IS) Courses or their respective equivalent (<https://training.fema.gov/is/crslist.aspx>):
  - a. IS-100.B. Introduction to Incident Command System, ICS 100
  - b. IS-700.A National Incident Management System (NIMS) An Introduction
23. Guard shall take the following courses/sessions prior to start of an SLA.
  - a. First Aid/CPR (Cardio Pulmonary Resuscitation) and training on the use of an AED (Automated External Defibrillator).
  - b. Safety measures for blood borne pathogens.
24. Guard shall respond to any medical situation as necessary, i.e. Call 911 and perform CPR and/or AED.
25. Guards shall possess good judgment, even temperament, tact, and ability to communicate and read simple instructions. They shall be in good health, and physically able to perform the duties which include prolonged standing for considerable periods.
26. Guards shall refrain from having visitors and socializing. Unofficial telephone calls and reading or viewing of personal devices while on duty should be limited to emergency situations only.

#### **DESCRIPTION OF WORK – SECURITY ATTENDANT**

1. Security Attendant shall act in a guard capacity with physical presence and safekeeping.
2. Security Attendant shall only work with department security camera system to assist with virtual patrolling.
3. Respond to disturbances, including instigating immediate notification for assistance when law enforcement intervention is necessary. Security Attendant shall follow through after summoning law enforcement, by cooperating and assisting with law enforcement action when necessary, and testifying in court, if necessary.
4. Maintain laws, rules, and regulations for protection and security. Provide a safe environment for employees and general public by monitoring property; monitoring surveillance equipment; and monitoring access points by cameras.
5. Maintain watch in the assigned locations for disturbances by visitors and occupants.
6. Prepare activity and incident reports and assist with the recording of all incidents requiring Sheriff and/or Police assistance or intervention.
7. Maintain the confidentiality of all documents viewed during the performance of their duties.
8. Assist State security as appropriate.
9. Security Attendant shall possess good judgment, even temperament, tact, and ability to communicate and read simple instructions. They shall be in good health, and physically able to perform the duties which include monitoring cameras for periods of time.
10. Security Attendant shall refrain from having visitors and socializing. Unofficial telephone calls and reading or viewing of personal devices while on duty should be limited to emergency situations only.
11. Criminal Offenses. Actions may include immediately calling State or local law enforcement, relating incident information to law enforcement personnel upon arrival, providing assistance and support, and as indicated in the SLA.
12. Emergencies. During emergencies, such as fires or accidents or other serious

incidents, actions may include summoning the appropriate emergency first response agencies, providing such aid as deemed necessary (and for which the assigned security guard personnel is trained to deliver), and/or providing other assistance as deemed exigent or logical under the circumstances (e.g. protecting evidence at the scene of a crime, guarding an area following a disaster or critical incident, etc).

13. On and Off Hour Closing Operations. Conduct opening and closing tasks such as unlocking/locking doors, gates and windows, turning on/off lights, fan and other electronics, or securing equipment. Conduct other tasks as needed and included in the SLA.

## **CONTRACTOR RESPONSIBILITY**

1. Contractor shall ensure assigned guard(s) and/or security attendants are proficient in English; reading, writing, and speaking.
2. Contractor shall ensure assigned guards are able to lift a minimum of twenty (20) pounds.
3. Contractor shall not have any exclusions or debarment from sam.gov and the State of Hawaii throughout the term of the contract or SLAs.
4. Contractor shall assign a minimum of one (1) Principal Guard to oversee the contract and its staff.
  - a. Contractor or its Principal Guard shall be responsible to provide a replacement guard in the event that the scheduled guard fails to show for his/her scheduled shift within one-half (1/2) hour of the scheduled start time. Contractor shall send a suitable replacement within one (1) hour.
  - b. The Contractor shall communicate to the SPO and SLA Procurement Officer for any changes in contact information. Information such as but not limited to the phone number and email address of the Principal Guard. Principal Guard may be contacted at any time, any day throughout the year (including holidays and weekends) for any immediate issue that requires immediate attention.
  - c. The Contractor must provide as much advance notice as possible of any scheduled or unscheduled leave for posted security guard or security attendant personnel to the affected SLA Department.
  - d. Meal and Interval Breaks. The Contractor shall provide relief for reasonable meal and interval breaks for posted security guard or security attendant personnel, as needed, to ensure optimum performance in the delivery of security guard services. Relief personnel must be qualified under same terms of this solicitation. The SLA department shall be manned at all specified times.
5. The Contractor shall maintain an active Guard license with the Hawaii Department of Commerce and Consumer Affairs (DCCA) throughout the term of this contract. Upon request, the Contractor shall provide a copy of the guard license to the State.
6. Contractor shall provide guards with all equipment and materials to perform job duties such as but not limited to uniforms, name tags, pencils, pens, paper, foul weather gear, protective gear, safety clothing or equipment, flashlights, batteries, disposable masks, gloves, metal detectors or vehicles to perform service.
7. Contractor shall provide security attendant with all equipment and materials to perform work such as but not limited to uniforms, name tags, pencils, pens, paper.
8. Contractor shall conduct a State and Federal criminal history record check and the State and National Sex Offender Registries for any person, including but not limited to any officer, employee, volunteer, or subcontractor who provides the services of this contract. The Contractor is responsible for ensuring that any person who provides services under this contract and who has a prior record of conviction or other record

following a minimum record check is qualified to perform the services required under this contract.

9. Contractor shall comply with Section 463, HRS and Chapter 97, HAR.
10. The employer, with the written authorization of the employee, shall conduct a criminal history records check, in accordance with section 463-10.5 and the rules of the board adopted pursuant thereto, of all new employees employed in a guard capacity directly through the Hawaii criminal justice data center upon certification to the board that the signature on the authorization is authentic.
11. No person shall engage in the business of guard when the guard work is concurrent with other duties performed under the agreement of employment or when the guard work is not the principal fact of the employment without first obtaining a license as a guard.
12. If requested by the State or SLA Procurement Officer, Contractor shall meet in person at the SLA Department, unless the State or SLA Procurement Officer decides otherwise.
13. All work performed shall be paid at the quoted hourly rate. No overtime rates shall be paid to the Contractor. The Contractor shall ensure there is adequate coverage of guards for each SLA and responsible to maintain scheduling of guards.
14. Upon request by the State or the SLA Procurement Officer, Contractor shall provide proof of wages issued to its guard and/or security attendant in seven (7) business days by email, unless mutually agreed upon.
15. Contractor shall ensure Guard and Security Attendant shall not possess any weapon.

#### **ADDITIONAL TERMS AND CONDITIONS**

1. The SLA Procurement Officer may include other duties (as detailed in the description of work) as needed in the SLA.
2. The SLA Procurement Officer may modify service with Contractor if mutually agreed upon in writing by amending the SLA. Contractor and SLA Procurement Officer shall complete prior to any service.
3. The SLA Procurement Officer may increase or decrease the number of guard(s) and/or hours of work required for its SLA when the Contractor is provided in writing.
4. The SLA Procurement Officer reserves the right to request the Contractor to assign another guard if it is determined that there is a safety concern about the guard. The SLA Procurement Officer reserves the right to remove and/or replace any Guard who has demonstrated incompetence, carelessness, disorderly conduct, erratic attendance, or who does not perform their duties in a satisfactory manner.
5. Contractor shall not subcontract any work, unless approved by the SPO and posted on the resulting SPO Vendor List.
6. Awarded Contractor shall create a number for each SLA. No SLA number shall be duplicated.

#### **LIQUIDATED DAMAGES**

Refer to Section 9 of the AG General Conditions, Form AG-008, as revised. Liquidated damages are fixed at the sum of three hundred dollars (\$300.00) per guard or security attendant per day per violation the Contractor fails to perform in whole or in part any of the services specified herein. Liquidated damage, if assessed, may be deducted from any payments due or become due to the Contractor. If guard or security attendant does not work a full eight (8) hour day, amount is

prorated. Liquidated damages may be waived by the SLA Procurement Officer, provided the waiver is in writing.

Contractor shall submit to the SPO Contract Administrator all situations involving liquidated damages, assessed and cancelled within seven (7) business days. The SPO Contract Administrator may request additional information which Contractor shall comply.

## **PRICE ADJUSTMENT**

1. After June 30, 2025 Contractor may submit a written request once every twelve (12) months to the State Procurement Office
2. Prevailing Wage. If, during the life of the contract, the prevailing wage rates for State civil service workers performing similar work are increased or decreased, the SPO may adjust the hourly rate(s) if notified by the contractor. There will be no prorated adjustments to the actual date of the increase.
3. The Contractor may ask for an increase for the difference between the prevailing wages that will be applied as a percentage difference.

Each executed SLA issued after the initial period may be adjusted if the prevailing wages increases and the SLA Procurement Officer agrees in writing. There will be no prorated adjustments. In the event of disagreement, the SLA Procurement Officer may issue a letter to the contractor to terminate.

## AGENCY INSTRUCTIONS

1. Agencies shall solicit quotes from both vendors, based on the table below. It is recommended to allow vendors to perform a site visit. An award shall be made to the Contractor offering the lowest price. SPO-010 is not required.

<b>GUARD &amp; SECURITY ATTENDANT</b>		
	American Guard Services Inc	Arekat Pacific Security Inc
Oahu	X	X
Maui	X	X
Hawaii	X	X
Kauai	X	X
Molokai	X	
Lanai	X	

2. If the lowest price is not selected, the award may be made to the vendor whose offer represents the best value to the agency. Any award made on best value, agency shall complete the for SPO-010, Record of Procurement. The completed form SPO-010 is stored in the agency's procurement/contract file. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others performance, history of the vendor, or quality of service.
3. Agency shall include a reasonable due date for quotes.
4. Agency shall execute PO or pCard (subject to credit limit) with selected contractor and attach SLA.
  - a. SLA shall be clear and concise so that contractor can price accordingly based on SLA services. Price posted on vendor page is price ceiling and may be lowered to meet less restrictive services.
  - b. No SLA shall exceed the contract's Period of Performance; SLA shall not exceed one year.
  - c. No SLA shall allow weapons.
  - d. SLA Template **LOCKED**: [https://spo.hawaii.gov/wp-content/uploads/2023/04/23-17\\_Service-Level-Agreement-v11-20-2023-LOCKED.docx](https://spo.hawaii.gov/wp-content/uploads/2023/04/23-17_Service-Level-Agreement-v11-20-2023-LOCKED.docx)
  - e. SLA Template **UNLOCKED**: [https://spo.hawaii.gov/wp-content/uploads/2023/04/23-17\\_Service-Level-Agreement-v11-20-2023-UNLOCKED.docx](https://spo.hawaii.gov/wp-content/uploads/2023/04/23-17_Service-Level-Agreement-v11-20-2023-UNLOCKED.docx)
5. Within (7) business days of contractor award, the SLA procurement officer shall complete the SLA report form located at (<https://forms.office.com/g/JsffFkH2zS>). In the event of an error, report the error to the SPO Contract Administrator and immediately submit a correct entry.

For Amendments, complete applicable sections and submit an amended Microsoft Form.

6. Webinar Video 05/19/2023 - <https://youtu.be/XKIN39yS5sl>

# **CONTRACTOR INFORMATION**



# AMERICAN GUARD SERVICES INC

**Sales Contact:**

Gerald Gregory  
Phone: (800) 441-1808  
Email: [jgregory@americanguardservices.com](mailto:jgregory@americanguardservices.com)

**Remit Payment:**

American Guard Services, Inc  
PO Box 6534  
Pasadena, CA 91109  
Vendor Code: 301570-02

**Questions/Concerns for Contract:**

Gerald Gregory  
Phone: (800) 441-1808  
Email: [jgregory@americanguardservices.com](mailto:jgregory@americanguardservices.com)

**Principal Guard:**

Thomas Szymanski  
Phone: (800) 441-1808  
Email: [tszymanski@americanguardservices.com](mailto:tszymanski@americanguardservices.com)

<b>HOURLY RATE GUARD</b>				
	Business Hours (7:45a-4:30p HST)	Night (4:31p-7:44a HST)	Weekend	State Holiday
Oahu	\$38.24	\$39.77	\$39.77	\$53.54
Maui	\$53.54	\$55.68	\$55.68	\$74.96
Hawaii	\$38.24	\$39.77	\$39.77	\$53.54
Kauai	\$60.23	\$62.64	\$62.64	\$84.33
Molokai	\$60.23	\$62.64	\$62.64	\$84.33
Lanai	\$60.23	\$62.64	\$62.64	\$84.33

<b>HOURLY RATE SECURITY ATTENDANT</b>				
	Business Hours (7:45a-4:30p HST)	Night (4:31p-7:44a HST)	Weekend	State Holiday
Oahu	\$30.55	\$31.77	\$31.77	\$42.77
Maui	\$42.77	\$44.48	\$44.48	\$59.87
Hawaii	\$30.55	\$31.77	\$31.77	\$42.77
Kauai	\$48.11	\$50.04	\$50.04	\$67.36
Molokai	\$48.11	\$50.04	\$50.04	\$67.36
Lanai	\$48.11	\$50.04	\$50.04	\$67.36

pCard - Contractor will charge 4% per transaction.



# AREKAT PACIFIC SECURITY INC

**Sales Contact:**

Mansour Arekat  
Phone: (808) 593-1125  
Email: [security@apisecurityinc.net](mailto:security@apisecurityinc.net)

**Remit Payment:**

Arekat Pacific Security, Inc  
1314 South King Street, Suite 504  
Honolulu, HI 96814  
Vendor Code: 324567-00

**Questions/Concerns for Contract:**

Mansour Arekat  
Phone: (808) 593-1125  
Email: [security@apisecurityinc.net](mailto:security@apisecurityinc.net)

**Principal Guard:**

Mansour Arekat  
Phone: (808) 593-1125  
Email: [security@apisecurityinc.net](mailto:security@apisecurityinc.net)

<b>HOURLY RATE GUARD</b>				
	Business Hours (7:45a-4:30p HST)	Night (4:31p-7:44a HST)	Weekend	State Holiday
Oahu	\$57.60	\$57.60	\$57.60	\$86.40
Maui	\$68.06	\$68.06	\$68.06	\$102.09
Hawaii	\$68.06	\$68.06	\$68.06	\$102.09
Kauai	\$68.06	\$68.06	\$68.06	\$102.09
Molokai	N/A	N/A	N/A	N/A
Lanai	N/A	N/A	N/A	N/A

<b>HOURLY RATE SECURITY ATTENDANT</b>				
	Business Hours (7:45a-4:30p HST)	Night (4:31p-7:44a HST)	Weekend	State Holiday
Oahu	\$57.60	\$57.60	\$57.60	\$86.40
Maui	\$68.06	\$68.06	\$68.06	\$102.09
Hawaii	\$68.06	\$68.06	\$68.06	\$102.09
Kauai	\$68.06	\$68.06	\$68.06	\$102.09
Molokai	N/A	N/A	N/A	N/A
Lanai	N/A	N/A	N/A	N/A