

INVITATION FOR BIDS (IFB) NO. 23-6348
TO
PROVIDE
LIBRARY RULES ENFORCEMENT SERVICES
FOR
UNIVERSITY OF HAWAII AT MANOA
HONOLULU, HAWAII

MARCH, 2023

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

NOTICE TO BIDDERS

The University of Hawaii IFB No. 23-6348, to Provide LIBRARY RULES ENFORCEMENT SERVICES for University of Hawaii at Manoa, Honolulu, Hawaii will be issued and awarded through the University's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., March 20, 2023.** Bids received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HlePRO. Bidders are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files (Mandatory Bid Form) are attached to their bid prior to the IFB due date and time. The University shall not be responsible for any delay or failure of any Bidder to submit any materials updated through the IFB process on a timely basis.

Electronic Procurement

The University is utilizing the Hawaii Electronic Procurement System (HlePRO) to solicit bids for this service electronically. Bidders interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: https://hiepro.ehawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record to issue the IFB, receive the Mandatory Bid Form and other Bid requirements, issue Amendments and make award for the IFB. Amendments and other information and materials shall be provided through HlePRO, including additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this IFB through reference. Bidders shall review all special instructions located in HlePRO.

Questions and Clarifications

All questions must be submitted electronically through HlePRO. Questions must be submitted by **March 14, 2023**. Responses will be posted on **March 16, 2023**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner
President, University of Hawaii

Posting Date: **March 7, 2023**

Vendors are responsible for notifying the Procurement Specialist Scott Shimoda (e-mail: scottmhs@hawaii.edu) for accessibility concerns related to this IFB

BID REQUIREMENTS

LIBRARY RULES ENFORCEMENT SERVICES FOR UNIVERSITY OF HAWAII AT MANOA

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 23-6348, TO PROVIDE LIBRARY RULES ENFORCEMENT SERVICES, UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, and offers to provide the LIBRARY RULES ENFORCEMENT SERVICES, as required by the University for an initial period commencing on the Notice to Proceed date, estimated from **July 1, 2023 through June 30, 2024**, and may be renewable thereafter on an annual basis for up to TWO (2) additional years (total of THREE [3] years), in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE AMOUNT**. **Bidders must bid on all estimated hours in order to be considered for award.**

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.

4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

WAGE CERTIFICATE OF COMPLIANCE

The Wage Certificate included in the Mandatory Bid Form is a requirement of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 5, ELIGIBILITY TO BID. The Wage Certificate must be completed and included in the bid submittal.

MINIMUM QUALIFICATIONS

1. Bidder must have a minimum of five years of experience in guard or similar services.
2. Contractor shall possess a valid State of Hawaii contractor's license to conduct business as a guard agency at the time of bid submittal and be in current compliance with licensing stipulations detailed in the Hawaii Revised Statutes (HRS) Chapter 463 in its entirety as related to guard agencies, pursuant to all provisions of Special Provisions, Clause 9.

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the LIBRARY RULES ENFORCEMENT SERVICES required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF SERVICE

- A. Contractor shall provide one or more qualified, uniformed security guards or similar personnel to provide library rules enforcement services as needed and required by the University Libraries. Contractor shall be the primary trainer of its new personnel provided for this contract. Training should take place prior to its personnel first scheduled shift on site at the Library. Contractor shall provide training that is compliant with Hawaii Revised Statutes (HRS) Chapter 463. Contractor shall provide the required training materials and initial introduction to the Library. Contractor shall expeditiously inform the Library of changes in personnel schedules. The Library representative shall notify the Contractor when their personnel is a "NO SHOW" on the site one-quarter hour (15 minutes) after the scheduled shift so that the Contractor may provide another guard or similar personnel on the site within ONE (1) hour of notification. These services may be needed and required in the Hamilton Library at the University of Hawaii at Manoa. The guards or similar personnel shall protect University property and shall enforce established rules and regulations of the Library.
- B. It is recommended that the guard or similar personnel will have an EIGHT (8)-to TWELVE (12)-hour rest period before reporting to duty in order to ensure alert and accurate service while on duty.
- C. Guards or similar personnel who wish to use the library facility for their own personal use, as a rest and relaxation place and/or its equipment (computers), may do so only when they are off duty and without their uniform.
- D. Services shall be performed under the general direction of a contractor designated supervisor, who may change scheduled duties and activities, within the framework of the defined services to be performed.
- E. Guards or similar personnel must be uniformed and ready for duty at the start of each shift. Changing of clothes or taking personal items to a locker must be done outside of work hours. Guards or similar personnel must continue to work and may not change clothes or prepare to leave before the end of a shift.
- F. Bidders to this IFB shall take into consideration that an existing security guard service contract is in place until June 30, 2023. The estimated start date for the new contract is July 1, 2023. It shall be understood by the awarded Contractor that the term of the new contract to provide library rules enforcement services shall commence on the date designated in the Notice to Proceed, and end on June 30, 2024. The estimated hours as specified in the BID pages are an estimate and used for bid purposes only. Contractor may be required to furnish

library rules enforcement services for more or less than the number of person hours estimated at the price quoted.

2. SERVICES TO BE PERFORMED

Library rules enforcement duties to be performed by the Contractor's employees shall include but not be limited to the following:

- A. Enforce Library and University policies of conduct within the facility.
 - 1) Maintain contact with designated Library staff. Uphold the University's safety and security mission, goals/objectives, and requirements for providing service.
 - 2) Ensure that the policy on quiet in the libraries is observed.
 - 3) Enforce Library policies regarding use of public computers.
 - 4) Be alert and maintain surveillance for unusual and deviant behavior, i.e., vandalism, harassment, suspicious behavior.
 - 5) Submit to designated Library staff, by end of shift, a written report of problems, complaints and/or solutions; include any directives or instructions that were given from Library staff regarding problems within the Library.
 - 6) Ensure that health and sanitation standards are observed by enforcing Library rules on eating, drinking, and smoking.
 - 7) Maintain a safe study environment by enforcing fire code policies such as the use of extension cords and keeping all fire exits clear of obstacles (chairs, tables, rubbish cans, etc.).
- B. Communicate with designated University Departments and external emergency services when required.
 - 1) Able to communicate properly via two-way radio and telephone.
 - 2) Maintain constant communication with Library personnel and must be accessible at all time via two-way radio or cell phone.
 - 3) Communicate with University Campus Security in cases requiring joint action.
 - 4) When appropriate, contact external agency or agencies for emergency services, i.e., ambulance, police, fire.
- C. Monitor traffic in and out of the facility.
 - 1) Identify University property and ensure that it does not leave the premises unless properly checked out at a Circulation Desk.
 - 2) Count persons entering and/or patrol throughout the building; noting the number of people present or number of lap tops being used at designated times.
 - 3) Assist in opening and/or closing the Library when required.

- D. Control entry and egress points as instructed.
 - 1) Lock and unlock doors as scheduled.
 - 2) Turn lights and other equipment on or off as scheduled or needed.
 - 3) Obtain and return keys as necessary.
- E. Be present at checkpoints; conduct headcounts and patrols as designated and scheduled.
- F. Contractor's road supervisor or appropriate company representative shall perform periodic on-site checks, minimum FOUR (4) times per year, on the guards or similar personnel assigned to their stations to verify attendance, and notify the Library supervisor or designee to assure the Library staff that they are providing adequate security in accordance with the contract specifications.
- G. Contractor's road supervisor or appropriate company representative shall maintain open lines of communications with the Library supervisor or designee from each site through the use of email, telephone, fax, and/or on site visits.

3. FACILITIES AND EQUIPMENT

The University shall furnish Contractor's personnel assigned to provide the required services, with all facilities and equipment needed to perform the work required, with the exception of uniforms, flashlights, handheld communication devices, specialized security guard related computer software and hardware, timekeeping or patrolling equipment, and any other device or item required by the Contractor to be utilized by security guard or similar personnel in the execution of their duties. Uniforms shall be of the type normally provided by security service agencies and shall be subject to approval by the University.

4. CONTROL OF WORK

The University or its duly authorized representative shall decide all questions which may arise as to the quality or acceptability of the services performed and the manner of performance. Such decision shall be final and the University shall have the authority to enforce such orders by the right to terminate the contract as provided in General Provision 6.10, Termination for Default.

5. REJECTION OF CONTRACTOR'S PERSONNEL

The University may, in writing, require the Contractor to remove from work any employee the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable and any Contractor's employee so removed shall not be employed again in any portion of the work under this contract. Following their first FIVE (5) days of work, Library staff shall prepare written evaluations of each new personnel provided by the Contractor.

6. PROHIBITED ITEMS

Contractor's guards or similar personnel shall not carry or use firearms while performing work under this contract unless the Contractor is specifically authorized to do so, in writing, by the University. The Contractor's guards or similar personnel shall not

possess other dangerous weapons as defined by the Hawaii Revised Statutes Chapter 134, Part III: Dangerous Weapons. Under no circumstances shall any of the Contractor's guards or similar personnel possess mace, pepper, or any type of irritant spray or compound, regardless of obtaining a license to possess or possessing unregulated quantities.

7. ESTIMATED HOURLY REQUIREMENTS

The total hours specified are an estimate and are used for bid purposes only. Contractor may be required to furnish library rules enforcement services for more or less than the number of hours estimated at the hourly rate bid. In the event the total hours are less than the estimate shown in the specifications, this reduction in hours shall not constitute the basis for an equitable price adjustment for the Contractor.

8. CONTRACTOR'S ASSISTANCE

Contractor shall provide assistance and advice to the University in supervising and carrying out the library rules enforcement program.

9. QUALIFICATIONS OF LIBRARY RULES ENFORCEMENT PERSONNEL

The following are considered bona fide occupational qualifications for individuals to be assigned duties under these specifications:

- A. Shall be investigated by the Contractor before entering on duty to determine good character and reputation, suitability for employment, personal qualifications meeting required employment standards, and for compliance with guard or similar personnel requirements set forth in Hawaii Revised Statutes, Chapter 463. This investigation may include such things as inquiries of former employers, references, and schools attended. Certified summaries of the Contractor's investigations shall be provided on request.
- B. Shall possess maturity, good judgment, courage, alertness, tact, self-reliance, even temperament, and an ability to maintain good performance.
- C. Shall possess a good working knowledge of security guard or similar personnel requirements; have a high school education, or equivalent, or be a veteran with police or military experience commensurate with the type of service to be rendered; be proficient in the reading and comprehensive understanding of printed regulations, detailed written orders, and training materials; and be able to compose reports and communicate verbally to clearly convey complete factual information.
- D. Shall be in good general health without physical defects or abnormalities, which would interfere with the performance of duties. Must be able to stand or walk (patrol) for EIGHT (8) straight hours.
- E. Shall have good oral and written communication skills.
- F. Shall present clean, neat overall appearance.
- G. Shall utilize Library equipment and computers only for work related tasks. When on duty, the Contractor's personnel shall refrain from having visitors and socializing.

- H. Shall be compliant with HRS Chapter 463 and when on duty shall carry their valid State of Hawaii Professional and Vocational License with them at all times. Pursuant to HRS Section 463-10.5, all guards, and all agents, operatives, and assistants employed by a guard agency, private business entity, or government agency who act in a guard capacity shall apply to register with the Board, and meet the following registration, instruction, and training requirements prior to acting as a guard, as summarized below:
- 1) Be not less than eighteen (18) years of age;
 - 2) Possess a high school education or its equivalent; provided that the applicant may satisfy the requirements of this paragraph by attesting that the applicant possesses a high school education or its equivalent;
 - 3) Not be presently suffering from any psychiatric or psychological disorder which is directly related and detrimental to a person's performance in the profession; and
 - 4) Not have been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the individual to act as a guard, unless the conviction has been annulled or expunged by court order; provided that the individual shall submit to a national criminal history record check as authorized by federal law; including, but not limited to the Private Security Officer Employment Authorization Act of 2004, and specific in the rules of the Board, and a criminal history record check from the Hawaii criminal justice center under chapter 846.
 - 5) Guards and individuals acting in a guard capacity shall successfully complete the classroom instruction specified, pass a written test, and undergo four hours of on-the-job training supervised by an individual who has successfully completed all of the requirements or who has otherwise been approved by the board for on-the-job training. Guards and individuals acting in a guard capacity shall successfully complete:
 - a) Eight hours of classroom instruction before the first day of service; and;
 - b) Four hours of classroom instruction during the triennial registration renewal period; provided that in addition to relevant guard industry material, the required classroom instruction shall include a refresher component on professional image and aloha training as approved by the board.

10. SCHEDULE FOR SERVICES

In general, Contractor shall provide services at times the building is open to the public, during early morning and late evening hours. **For the period commencing on July 1, 2023 through June 30, 2024, a total of approximately 3,665 hours would be scheduled, at the present time.** However, these basic hours of schedules are subject

to change. Contingent upon the availability of funds, the University may **increase or decrease** the contract man-hours of library rules enforcement coverage required

For bidding purposes, the estimated annual schedules and estimated hours for the Hamilton Library is:

A. Guards or similar personnel are currently on duty in Hamilton Library

Fall and Spring Semesters - Regular (except holidays):

Sunday, 12:10 p.m. – 10:10 p.m.

Monday through Thursday, 8:10 a.m. – 10:10 p.m.

Friday, 8:10 a.m. – 6:10 p.m.

Saturday, 9:10 a.m. – 5:10 p.m.

Fall and Spring Semesters – Finals

Sunday, 12:10 p.m. – 2:10 a.m. (next day)

Monday through Thursday, 7:10 a.m. – 2:10 a.m. (next day)

Friday, 7:10 a.m. – 6:10 p.m.

Interim

Monday through Friday, 8:10 a.m. – 5:10 p.m.

Summer Sessions I & II

Sunday, 12:10 p.m. – 6:10 p.m.

Monday through Friday, 8:10 a.m. – 6:10 p.m.

Estimated total hours for annual period for Hamilton Library are 3,665 hours.

11. LIBRARY RULES ENFORCEMENT SERVICES REQUIREMENTS

Because of the grave nature of the services under this contract, the Contractor shall, within SEVEN (7) days' after receipt of the Notice to Proceed, provide information on all contract employees who had conviction records and the nature of such convictions. The University shall handle such information in a confidential manner. Should it be determined from the particular facts and circumstances of any contract employee's record that the employee would not be acceptable to perform work under the contract; the University shall so notify the Contractor in writing.

All questions must be submitted electronically through HlePRO. Questions must be submitted by **March 14, 2023**. Responses will be posted on **March 16, 2023**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made through HlePRO as a Question or in writing in accordance with the General Provisions to the Office of Procurement Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The providing of Library Rules Enforcement Services, University of Hawaii at Manoa, Honolulu, Hawaii shall be in accordance with the terms and conditions of IFB No. 23-5746 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

2. AUTHORITY

IFB No. 23-6348 is issued under the provisions of Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representatives of the Procurement Officer is Mark-Roel Pascua, Hamilton Library Building Management.

4. AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right to cancel the IFB or not award individual items.

5. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the services.

6. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$25,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid public officers and employees for similar work.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

7. NOTIFICATION TO CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES

Contractor shall be obliged to notify its employees performing work under this contract of the provisions of 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

8. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

To assist the bidder in determining whether the work the employees are to perform under this contract is similar to that performed by public employees, the following are the position, classification, and hourly rate for the positions that perform Library Rules Enforcement Services:

Library Assistant III: SR-07

Bidders are further advised that the wages to be paid to employees in the aforementioned position classification are known as follows:

<u>Effective Date</u>	<u>Class</u>	<u>Hourly Rate</u>
07/01/2023	SR-07	\$17.00
07/01/2024	SR-07	\$17.84

9. REFERENCES

Each bidder shall provide the names, addresses, and phone numbers of THREE (3)

agencies, for which guard or similar service (Library Rules Enforcement Services) is currently provided who can attest to the reliability of the bidder's service and personnel. The University reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

10. LICENSED

Due to the nature of the work contemplated, the Contractor shall possess a valid State of Hawaii contractor's license to conduct business as a guard agency at the time of bid submittal and be in current compliance with licensing stipulations detailed in the Hawaii Revised Statutes (HRS) Chapter 463 in its entirety as related to guard agencies.

Contractor agrees to furnish proof of such licensing and evidence that the Contractor meets all stated requirements prior to the award of the contract and the University retains the right at any time to review the status of the license with the appropriate licensing board.

If, in the opinion of the University, the Contractor does not possess the appropriate licensing, fails to produce proof of appropriate licensing prior to contract award, or fails to produce sufficient evidence that the legislated requirements are met, the University may award the contract to the next qualified bidder.

11. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor.

12. INSURANCE

Insurance. Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Contract, at no cost to UH, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

a. Required Insurance Coverage.

Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the

Contractor and/or the Contractor Agents, within, on, or about the Premises and/or the UH Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit	
\$1,000,000.00	Each occurrence
\$2,000,000.00	General Aggregate per policy year
\$2,000,000.00	Products and Completed Operations Aggregate per policy year
Personal/Advertising Injury – Each occurrence	\$1,000,000.00
Medical Expenses -- Any one person	\$5,000.00
Damage to Rented Premises – Each occurrence	\$250,000.00

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this paragraph 9 (Insurance) covering the Contractor’s conduct of the Concession on or within the Premises and/or the UH Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- b. Automobile Insurance. If required by UH Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai’i law

In the event there is a change in Hawai’i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UH shall have the right to impose a new requirement consistent with the then Applicable Laws.

- c. Workers’ Compensation Insurance. Workers’ Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the UH Campus, with coverage, amounts, and limits as required by law.
- d. Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00

Bodily Injury by Disease – Each Employee

\$1,000,000.00

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- e. Pollution Liability Insurance. If required by UH in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the Contractor or the Contractor Agents and/or the conduct of the Concession.
- f. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under this Agreement shall be subject to the following:
 1. Notice of changes. Contractor will be required to notify UH of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
 2. UH insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any UH insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
 3. Name UH as an additional insured. UH shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under this Agreement except for workers compensation and employers liability insurance.
 4. Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of UH.
 5. UH not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in this Agreement, including all premiums. UH will not be responsible for paying any such costs.
 6. Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under this Agreement must be reasonable and acceptable to UH based upon the type of insurance involved and the conduct of the Concession.

- g. Deposit insurance certificates. Contractor will timely deposit and keep on deposit with UH, certificates of insurance necessary to satisfy UH that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.
- h. UH may cure failure to obtain/maintain insurance. If Contractor fails to provide and maintain the insurance required by this Agreement after written notice to comply from UH, UH may, but shall not be required to, procure such insurance at the sole cost and expense of Contractor, who shall be obligated to immediately reimburse UH for the cost thereof plus ten percent (10%) to cover UH's administrative overhead.
- i. Lapse in insurance constitutes a breach. Any lapse in, or failure by Contractor or any Contractor Agents to procure and maintain the insurance coverage required under this Agreement, at any time during and throughout the term of this Agreement, shall be a breach of this Agreement and UH may terminate the rights of Contractor and all Contractor Agents to conduct the Concession.
- j. Insurance shall not limit Contractor liability. Obtaining the required insurance coverage will not be construed to limit Contractor's liability hereunder or to fulfill Contractor's indemnification, defense, and hold harmless obligations under this Agreement. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of Contractor and/or the Contractor Agents.
- k. UH may adjust insurance requirements. UH may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event Contractor shall, and shall cause the Contractor Agents to, obtain insurance, as modified. UH's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. Contractor shall satisfy all UH risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

13. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any of the Contractor's employees that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

14. COORDINATION OF WORK

Upon award of the contract, Contractor shall contact the Technical Representative to establish operational and administrative procedures including coordination, scheduling contract personnel including telephone numbers, and lead time for notification of non-scheduled pickups. The Contractor shall not be permitted to interfere with University operations, and work schedules shall be coordinated with the Technical

Representative prior to commencing work.

15. PRICE ADJUSTMENTS BASED ON THE INCREASE TO WAGE RATES FOR PUBLIC EMPLOYEES PERFORMING SIMILAR WORK

If the prevailing wage rates for State Civil Service workers performing similar work are increased beyond the July 1, 2023 rate, the University shall allow the Contractor to adjust the contract price not more than the percentage increase granted to State Civil Service workers performing similar work. Price adjustment shall be made through modifications to the contract for the difference upon request of the Contractor who shall be responsible for providing documentation (to the satisfaction of the University), that the Contractor had paid employee wages not less than that that paid to public employees doing similar work during the period of the contract. This clause, however, shall be voided in the event Section 103-55, Hawai'i Revised Statutes is repealed or modified so that the section of the statutes is no longer applicable to this contract

16. ESCALATION CLAUSE

If the prevailing wage rates for state civil service workers performing similar work is increased above the highest rate listed in SPECIAL PROVISIONS, Section 7, the University shall allow the Contractor to adjust the contract price not more than the percentage increase granted to state civil service workers performing similar work. Price adjustments shall be made through modifications to the contract for the difference upon written request of the Contractor, provided that, prior to or concurrent with such request the Contractor documents to the satisfaction of the University that he/she has paid his/her employees wages not less than that paid to public employees doing similar work during the period of the contract. However, in the event Section 103-55, HRS, is repealed or modified so that this section of the statute is no longer applicable to this contract, this clause will be voided.

17. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for the period of ONE (1) year commencing on the date designated in the Notice to Proceed (estimated at July 1, 2023). Thereafter, the contract may be renewable from year to year, for a total of THREE (3) years, without the necessity of bidding, upon mutual agreement in writing, THIRTY (30) days prior to the annual renewal date. The contract rates for each renewal period shall remain the same as the initial bid rate or the mutually agreed upon rate pursuant to SPECIAL PROVISION 16. Further, the University may terminate the contract at any time, after the first year, upon THIRTY (30) days prior written notice.

18. PAYMENT

The Contractor shall be remunerated after satisfactory performance monthly for the actual number of hours that services are requested and provided.

The Contractor shall submit an original invoice, indicating the contract number, for the work performed the previous month by the tenth (10th) of each month to:

Library Services – Fiscal Office
University of Hawaii at Manoa
2550 McCarthy Mall
Honolulu, Hawaii 96822

Payment shall be made no later than THIRTY (30) calendar days following submission of invoice and acceptance of services.

19. EXAMINATION OF RECORDS

The Contractor shall allow the University to examine and inspect its books and records of income and payroll expenses relating to this contract during normal office hours as the University may require, and to allow an annual audit of said income and payroll expenses related to its University operation by a firm of independent auditors chosen by the University. The University shall pay the costs of such an audit.

The Contractor shall preserve all of its books and records of income and payroll relating to the contract for a period of THREE (3) years following termination thereof, during which time such records shall be made available for inspection to the University or its authorized representative upon request.