

INVITATION FOR BIDS (IFB) NO. 24-6869

TO

PROVIDE

GATE ATTENDANT SERVICES

FOR

UNIVERSITY OF HAWAII AT MANOA

HONOLULU, HAWAII

JULY, 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 REVIEWED AND THAT THE MANDATORY BID FORM IS SUBMITTED AS PART OF THEIR BID PACKAGE.**

## NOTICE TO BIDDERS

The University of Hawaii IFB No. 24-6869, to Provide Gate Attendant Services for University of Hawaii at Manoa, Honolulu, Hawaii is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., August 11, 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

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](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 for the issuance of the IFB, to receive the Mandatory Bid Form and other Bid requirements, issue Amendments, and make award for the IFB. Amendments and other information and materials provided through HlePRO, may include 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 and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by July 28, 2023 at 4:00 pm Hawaii Standard Time. Responses will be posted on August 7, 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: July 24, 2023

**Vendors are responsible for notifying the Procurement Specialist Trisha Shibuya (e-mail: [tnishino@hawaii.edu](mailto:tnishino@hawaii.edu)) for accessibility concerns related to this IFB**

NOTICE TO BIDDER

BID REQUIREMENTS  
GATE ATTENDANT 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. 24-6869, TO PROVIDE GATE ATTENDANT SERVICES FOR UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, and offers to provide the gate attendant services, as required by the University for an initial period commencing on the Notice to Proceed date, estimated from October 1, 2023 through September 30, 2025, and may be renewable thereafter on an annual basis for up to FIVE (5) additional 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 (ITEMS A, B AND C)**. **Bidders must bid on all items in A, B and C 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 goods or 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.

Bidders are cautioned to thoroughly review the technical specifications. Failure by the bidder to request clarification to understand the requirements shall not constitute a basis for price adjustment.

#### 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.

## TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the gate attendant services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

### 1. SCOPE OF WORK

The scope of the services required shall include, but not be limited to, providing personnel to supervise and operate all control points designated by the University of Hawaii, for the benefit of Manoa Campus Operations, Office of Campus Services, department of Auxiliary Services, Commuter and Fleet Services, hereinafter known as the "University". Personnel are responsible for controlling the flow of traffic through such control points, enforcing the University's Parking Rules and Regulations (hereinafter known as "UHM Parking and Traffic Regulations"), receiving and accounting for revenue, and inventory (permits, passes, tickets, etc.) management. The Contractor shall also operate various automated pay stations located around the campus. The Contractor is an enforcer of rules and regulations and has no authority to amend, modify, suspend, or otherwise change any rules and regulations.

The Contractor shall assume the gate and parking lot operation utilizing the current policies and procedures for the University. The Contractor shall assume the operation of automated pay stations installed in the various campus locations, point of sale stations at the entry gates, and various gate equipment. Additional equipment may be introduced throughout the term of the contract. The Contractor shall be responsible for the proper use and operation of all equipment issued through the scope of this contract. Any damages deemed to be negligent, or outside of the normal wear and tear, shall be addressed through Technical Specification 11, Liquidated Damages.

The Contractor shall be responsible for all parking revenues collected for services rendered until such time these funds are deposited into the University's designated account. The Contractor shall also be responsible for all physical inventory issued (e.g., permits, ticket stock, etc).

The Contractor shall not store funds collected at the University beyond the end of the work day. The Contractor shall fully reimburse the University for any loss of revenue, whether being by failure to collect, collecting the incorrect amount, or physical loss. The University makes no provisions or guarantees for the securing of revenue before deposit into the University's designated account. The Contractor shall also be responsible for totaling the overages and shortages at the end of each month. Should the shortages exceed the overages, the Contractor shall reimburse the difference to the University. No action shall be taken should overages exceed the shortages. No overages and shortages shall be carried forward to the following month.

The Contractor shall provide the University with an accounting of daily cash collected and tickets issued through gate operations and automatic pay stations on a daily basis. The Contractor shall be responsible for the management and storage of all new and used physical inventory, consisting of parking passes, permits, and corresponding financial documents, as required by the University Auditor. The Contractor shall not assume the University will provide storage space for documents and supplies required in the fulfillment of this contract.

Paystations and gate services are exclusively credit cards; however, it is the intent of the University to still allow cash transactions for Special Events. Accordingly, to ensure accountability, personnel are not allowed to share tills and inventory.

The Contractor is responsible for maintaining an adequate change fund. The University makes no guarantees to the safety of monies stored on campus.

Additional services shall include, but not be limited to, patrolling and enforcing UHM Parking and Traffic Regulations in all parking zones on the Manoa campus, issuing citations to traffic and parking violators, overseeing the towing, and directing, guiding, expediting traffic movement in and out of parking areas, and providing for pedestrian and vehicular traffic control during Special Events which are held at the Manoa campus.

## 2. AUTHORITY OF MANAGER

The Manager of the University Commuter and Fleet Services, or the Manager's designee, hereinafter known as "the Manager", shall decide all questions which may arise as to the quality or acceptability of work performed, the manner of performance of the work, the application of the contract, and the fulfillment of the contract on the part of the Contractor. Upon failure of the Contractor to perform the services designated in these specifications, the Manager shall have the authority to have the scheduled and required services performed by others and to deduct the cost of such services from any monies due or to become due to the Contractor.

## 3. ASSIGNMENT OF PERSONNEL

The Contractor shall provide properly trained supervisors and parking and traffic control attendants who shall perform parking related services as needed and required by the University. The Contractor shall establish a scheduling procedure to schedule trained personnel familiar with the Manoa campus from a pool of trained personnel assigned to the University, to fill the personnel and man-hour requirements of the University. Contracted personnel shall be notified well in advance of the scheduled date and time of their work assignment. The Contractor shall satisfy the requirements of all work schedules and assignments requested by the University.

The Contractor shall provide the Manager a copy of the daily schedule (e.g., manifest of employees working) at least one (1) calendar week in advance via email, using a PDF, Excel, or Word file. In the event of an emergency, the Contractor shall immediately notify the designated University representative when an assigned duty post must be vacated and of the time period required to post replacement personnel.

The University reserves the right to reject or remove any supervisor or parking and traffic control attendant from an assigned duty without consent of the Contractor.

The Contractor shall assign an Account Manager, whom shall not be a supervisor or officer at the University, to act as a liaison between the Contractor and the University to ensure that the University is receiving the services required by the contract. All communications concerning either the quality or quantity of these services shall be between the authorized representative of the University and the Contractor's designated Account Manager, who shall be responsible for effecting such changes in services as may be indicated. The Account Manager will be responsible for meetings with University representatives as needed.

The University shall require all personnel assigned to the University site to disclose any potential conflict of interest (i.e., works for another Contractor with whom the University does business with), or any University affiliation (i.e., student, employee, etc). The Manager, upon review of the disclosure, shall determine if there is a conflict of interest. Such personnel may be removed from work at the University.

The University, effective 2015, is a "Smoke Free Campus". Smoking cigars, cigarettes, pipes, e-cigarettes, or any other device will not be tolerated.

#### 4. MAINTENANCE OF A SAFE AND SECURE CAMPUS ENVIRONMENT

The Contractor shall at all times conduct the required services in such manner as to promote the expeditious and safe movement of pedestrian and vehicular traffic within, into, and out of the Manoa campus. Contracted personnel are part of the overall security plan as a reporting entity for the campus, which is administered by the University of Hawaii at Manoa Department of Public Safety, hereinafter known as "UHM DPS".

Incidents of the following kind shall be reported to UHM DPS immediately (with secondary notification to University Commuter and Fleet Services representatives):

- 1) Any circumstances that involve personal injury or property damage.
- 2) Any hazardous circumstances that could involve imminent, personal injury.
- 3) Any violation of the law or suspicious circumstances.

The Contractor shall provide the University Commuter and Fleet Services a written incident report.

For purposes of its gate attendant services and to ensure appropriate pedestrian and vehicular traffic control into and out of the Manoa campus during Special Events, the Contractor shall be responsible for scheduling Honolulu Police Department (hereinafter known as "HPD") Special Duty Officers to render supplemental traffic control services for Special Events identified by the University. The University shall provide advance notice to the Contractor of the Special Events that require supplemental traffic control services by HPD Special Duty Officers and the corresponding number of HPD Special Duty Officers required. The Contractor shall render payment to HPD on site, at the conclusion of each Special Event where services are required, in accordance with the current rates set by HPD. The University shall reimburse the Contractor for each payment made by the Contractor to HPD, including all applicable taxes and fees, along with a 10% service fee, upon receipt of invoice from the Contractor and a copy of the original HPD invoice to the Contractor for services rendered.

## 5. TRAFFIC AND PARKING REGULATIONS

The Contractor is an enforcer of rules and regulations and has no authority to amend, modify, suspend, or otherwise change any rules and regulations. The Contractor shall agree to abide by the UHM Parking and Traffic Regulations and to assist the University in enforcement of such regulations as they pertain to access controls and time-charged parking. Contractor's personnel shall be provided with specific instructions to be able to perform the required duties and responsibilities at the assigned work site.

As part of this contract covers the enforcement of the University's parking and traffic regulations, all contracted personnel that drive to the University and utilize the parking areas must have a valid permit/pass. Failure to display a valid permit/pass will result in citation and/or tow at owner's expense. Failure to enforce the University's parking and traffic regulations by allowing free or discounted parking will result in liquidated damages, as outlined in Technical Specification 11, Liquidated Damages.

A list of Contractor's employees desiring parking shall be submitted to the Manager, or Manager's designee, by the 20<sup>th</sup> day of the preceding month in which the pass is required. Passes are valid for one (1) calendar month. The list should detail the type of passes requested, the number of passes requested, and the vehicles which will be used. The University Commuter and Fleet Services shall issue the passes to respective employee upon payment. Current parking rates are available online at:

<http://manoa.hawaii.edu/commuter/parkingpermits.php>

All employees desiring parking shall possess a valid driver's license, current vehicle registration, vehicle safety check, and insurance, as required by state law. While the University Commuter and Fleet Services may not check these items as part of the pass issuance process, it is the responsibility of the Contractor to verify that the contracted employees are legally operating a motor vehicle. The University shall not be liable for fire, theft, or damages/losses to vehicles or contents therein when parked or operated on the campus.

## 6. UNIFORMS AND APPEARANCE

The Contractor shall provide uniforms with appropriate identification badges and/or name tags for all personnel providing services under this contract. Uniforms shall not resemble UHM DPS uniforms in color or style. Security badges shall not be worn on the uniform. The word "Security" shall not be visible on any portion of the uniformed officer, vest, or raincoat to avoid confusion with UHM DPS Officers. Contracted personnel shall not have any badge/shield to avoid confusion with UHM DPS Officers.

The Contractor shall provide uniforms for contracted personnel, consisting of the following:

- Color to be approved by the Manager upon Notice to Proceed, moisture wicking polo shirts.
- Black pants or shorts of a reasonable length, as approved by the Manager; no form fitting clothing (e.g., yoga pants) are acceptable.
- Class II American National Standards Institute (hereinafter known as "ANSI"), or better, safety vests for use during the hours of 6PM – 6AM, or during low visibility times (e.g., raining).
- Closed toe shoes, with subdued colors (e.g., no neon pink).
- Raincoats or jackets and flashlights (if applicable).

The Contractor shall provide different uniforms for contracted personnel working as supervisors, consisting of the following:

- Color, to be approved by the Manager upon Notice to Proceed, moisture wicking polo shirts.
- Black pants or shorts of a reasonable length, as approved by the Manager; no form fitting clothing (e.g., yoga pants) are acceptable.
- Class II ANSI, or better, safety vests for use during the hours of 6PM – 6AM, or during low visibility times (e.g., raining).
- Closed toe shoes, with subdued colors (e.g., no neon pink).
- Raincoats or jackets and flashlights (if applicable).

Contractor's personnel shall report for duty neat and clean with freshly laundered uniforms. All assignments shall be performed in full uniform unless otherwise requested for a specific assignment. Additionally, contracted employees should not display excessive hairstyles, facial jewelry, and/ or tattoos (i.e., tattoos should be covered by long sleeves). The Manager has the final determination on what is deemed appropriate for work at the University.

## 7. EQUIPMENT AND SUPPLIES

### a. General Supplies and Equipment.

The Contractor is responsible for providing all office supplies and equipment required to fulfill this contract, including, but not limited to:

- Computers.
- Printers, scanner/copier, paper, and ink.
- Currency counter.
- Cellular phones for supervisors.
- Official company emails for employees, to be used for communication and timekeeping.

### b. Vehicles and Golf Carts

The Contractor shall provide a minimum of two (2) company owned vehicles, and fuel, to be utilized by the supervisory/breaker personnel to fulfill their responsibilities. One (1) of the vehicles must be a pickup truck to carry equipment (e.g., cones, A-Frames, etc). Drivers shall possess a valid driver's license.

The two (2) vehicles must have air conditioning and functioning door locks, as inventory and cash must be secured inside.

The Contractor shall also provide a minimum of three (3) street legal golf carts with license plates. One (1) of the golf carts must have a bed, with sidewalls, rated for a minimum of 500 pounds to carry equipment (e.g., cones, A-Frames, etc). The bed should be deep enough to carry equipment safely without the use of tie downs. All three (3) carts shall be no greater than four (4) feet, six (6) inches wide (54 inches), excluding the mirrors to ensure fit between bollards located throughout campus. All three (3) carts shall also have appropriate safety equipment, such as lights, windshield wipers, seat belts, and slow-moving vehicle inverted safety triangle. All three (3) golf carts do not need an enclosed cab.

The vehicles and golf carts must be marked with the company name and logo, and are exempt from University Parking Fees when used in an official capacity (i.e., Contracted personnel cannot go to Athletics games for free). The word "Security" shall not be displayed anywhere on the vehicles unless it is part of the company logo.

The vehicles and golf carts are to be properly maintained, registered, and insured at all times. The University has the right to request that the Contractor repair or replace a vehicle which does not satisfy the University's requirements for a safe and properly maintained vehicle.

Maintenance and fueling shall be performed off site; the University Motor Pool shall not be utilized.

c. Radios

The University shall furnish radio communication equipment for use by Contractor's personnel while performing their duties at the University. To preserve battery life, portable radios should not be operated on the charger. Radios should only be charged when low.

When personnel are using the radios furnished by the University, they are expected to use clear English when describing a problem if the proper radio code is not known. Radio transmissions should be restricted to brief business messages. Unnecessary chatter is prohibited. Obscene or profane language will not be tolerated and will result in the removal of the employee from the University site.

Personnel are required to monitor the radio channel designated for their specific duty assignment. The radios should have the volume and squelch controls adjusted in a manner to be able to hear and respond to calls at all times. Adjustments to this procedure may be implemented in special circumstances such as libraries and events where radio noise may be disruptive.

Broken knobs, antennas, or screens are not considered normal wear and tear, and will result in damages, as outlined in Technical Specification 11, Liquidated Damages.

d. Other Equipment

The Contractor is responsible for the proper operation of automated pay stations installed in the various campus locations, point of sale stations at the entry gates, and various gate equipment. Additional equipment may be added throughout the contract term.

Similarly, the Contractor is responsible for the proper operation of enforcement related equipment. Additional equipment may be added throughout the contract term.

The University shall provide one (1) training session to the Contractor, after which the Contractor shall self-train all other personnel at the site. Upon the introduction of any new equipment, the University shall provide an additional pertinent training session, after which the Contractor shall self-train all other personnel at the site.

The University is responsible for the consumable items required to operate these, such as ink and paper. Any damages deemed to be negligent, or outside of the normal wear and tear, shall be addressed through Technical Specification 11, Liquidated Damages.

e. Traffic Control Devices

The University shall furnish all appropriate traffic control devices for use by Contractor's personnel while performing their duties at the University. These shall include cones, A Frames, signs, barricades, and flares. Any damages deemed to be negligent, or outside of the normal wear and tear, shall be addressed through Technical Specification 11, Liquidated Damages.

8. TIMEKEEPING

The University has its own timekeeping system for Contracted personnel. This timekeeping system is meant to be a redundancy. The Contractor is still required to keep its own timesheets for workers; however, because the University's timekeeping system requires a picture and GPS location tagging, the University's records will be used in the event of billing discrepancies.

9. CHARACTER AND QUALIFICATION OF WORKMEN

The Contractor shall thoroughly screen all applicants performing work under this contract for character, honesty, neat appearance, and ability to present a good public relations image for the University.

Because of the cash handling nature of this contract, the Contractor shall not employ at this location any person with a prior conviction of fraud or theft.

The Contractor shall at all times provide adequate training, supervision and sufficient manpower to satisfactorily perform the services required by the University in the manner required by the contract. Initial training and orientation of personnel shall be done prior to being assigned to the University and at no additional cost to the University.

All personnel assigned by the Contractor shall have sufficient skill and experience to properly perform the services assigned to them. Contractor's personnel shall possess basic skills, including but not limited to:

- a. The ability to understand oral and written instructions and to communicate effectively in a variety of situations; personnel must be fluent in English.
- b. The ability to recognize safety hazards and initiate appropriate action.
- c. The ability to direct pedestrian and vehicular traffic using hand signals in the daytime and flashlight batons in nighttime situations.

Contractor's personnel shall comply with established University standards for conduct and ethics of its employees. Any foreman, workman, clerk or other persons employed by the Contractor to perform said services who, in the opinion of the University, is not

careful and competent, does not perform the services in a proper and skillful manner, is disrespectful, dishonest, intemperate, disorderly, neglects or refuses to comply with directions given, or is otherwise objectionable shall, at the request of the University, be removed forthwith by the Contractor and replaced by another qualified employee; and such removed person shall not be employed again in any portion of the work without the prior consent of the University.

The Contractor shall be responsible for investigating any incidents involving contracted personnel. Regardless of company Human Resource policies, a confidential written report indicating findings, recommendations, and corrective action taken shall be submitted to the Manager. The Contractor shall be responsible for all costs associated with an investigation including the cost for any audits required by the University in cases of discrepancies or possible malfeasance, if required by the University.

#### 10. PERSONNEL REQUIREMENTS

Because of the nature of the services under this contract, the Contractor shall within THIRTY (30) days after receipt of the Notice to Proceed, provide information on all contract employees who had conviction records and the nature of such convictions. Such information shall be handled in a confidential manner by the University. Should it be determined from the particular facts and circumstances of any contract employee's record that any employee would not be acceptable to perform work under the contract, the University shall notify the Contractor. Such employees shall not be assigned to work at the University by the Contractor. Records shall also be provided to the University in the event of any personnel changes.

#### 11. LIQUIDATED DAMAGES

Performance by the Contractor of all of its duties every calendar day is an essential part of this contract. In case of failure on the part of the Contractor to perform any of its duties, the University shall suffer damages and damages may be difficult to quantify. Therefore, the amounts of such damages are fixed in advance as indicated herein below. The Contractor shall pay such amount to the University as liquidated damages, and not by way of penalty. For any services that the Contractor fails to perform during the period of this contract, and/or in case liquidated damages are not paid, the University may deduct the amount thereof from any monies due or that may become due to the Contractor under this contract.

Liquidated damages shall be assessed in accordance with the following:

- a. Contractor's personnel reports for work out of uniform, FIFTY DOLLARS (\$50) per occurrence.
- b. Contractor fails to provide the number of personnel needed to meet the University's standard personnel requirements and Special Event personnel requirements, EIGHTY-SEVEN DOLLARS (\$87) per hour based on the number of man-hours

required for each unfilled position. The University reserves the right to increase the liquidated damage hourly rate in accordance with the percentage increase in the Hawaii Government Employees Association Unit 8 salary schedule beginning July 1, 2024.

- c. Contractor fails to notify the Manager of unfilled posts, ONE HUNDRED DOLLARS (\$100) per occurrence.
- d. Contractor's personnel is found working under the influence of alcohol or illegal drugs, or is found smoking on the University campus, TWO HUNDRED DOLLARS (\$200) per occurrence.
- e. Contractor's personnel fails to perform his or her assigned duties (e.g., asleep on the job, fails to verify the status of individuals entering facilities, etc.), TWO HUNDRED DOLLARS (\$200) per occurrence.
- f. Contractor's personnel engages in any other act that could adversely impact the health and/or safety of the University community, FIVE HUNDRED DOLLARS (\$500) per occurrence.
- g. Equipment damages or losses deemed, by the Manager or contracted third party, beyond normal wear and tear, COST OF REPAIR OR REPLACEMENT + 10% per item.
- h. Contractor's personnel is found improperly using equipment (e.g., using citation equipment to play games, using copiers for schoolwork, etc.), TWO HUNDRED DOLLARS (\$200) per occurrence.
- i. Contractor's personnel found in possession of altered or counterfeit permit, COST OF EQUIVALENT PRODUCT + ONE HUNDRED DOLLARS (\$100) per occurrence. Theft of services greater than \$500 may result in felony charges.
- j. Contractor's personnel found duping the timekeeping system (e.g., buddy punching), THREE HUNDRED (\$300) per occurrence.

The determination to assess liquidated damages shall be the responsibility of the Manager. The Manager has the authority to waive liquidated damages when he/she deems the action to be appropriate.

## 12. SERVICES TO BE FURNISHED

The nature of the work requires that the Contractor's personnel be able to stand for extended periods of time without a break. There are no formal "desk" posts. Contractor shall provide personnel that are able to meet the mobility requirements of the job.

The Contractor shall provide properly trained personnel who shall perform parking related services as needed and required by the University. The University does not mandate a minimum number of hours in training required; however, the University expects the Contractor's personnel to perform competently. The Contractor shall provide the Manager with the specifics of the training program, and may be asked by the Manager to make adjustments as needed.

The Contractor shall furnish properly trained working senior supervisor who can perform all duties assigned to supervisors and parking and traffic control attendants, in addition to:

- a. Supervise the work of all assigned personnel in the shift.
- b. Prepare and submit recurring reports as requested by the Manager/University.
- c. Conduct investigations into complaints against contracted personnel and submit their findings to the Manager. Takes assigned corrective actions, as directed by the Manager.

The Contractor shall furnish properly trained supervisor who may be required by the University to:

- a. Supervise the work of all assigned personnel in the shift.
- b. Supervise the receiving, accounting, and depositing of cash collected.
- c. Manage the inventory of all passes, permits, and tickets issued.
- d. Train all personnel to carry out their assigned job duties according to the position and the policies/procedures established by the Manager and/or the University.
- e. Summon appropriate assistance and/or take whatever protective measures necessary to protect the interest of the University in emergencies, such as fire or accidents, or in the event of other unusual occurrences adversely affecting University interests.
- f. Assists the senior shift supervisor with the preparation and submission of recurring reports as requested by the Manager/University.
- g. Schedule personnel for all positions in the shift, as required by the Manager. Finds replacement personnel as needed.

The Contractor shall furnish properly trained parking and traffic control attendant who may be required by the University to:

- a. Receive and account for monies collected for tickets issued at gates and automated pay stations.
- b. Properly operate all assigned equipment issued.
- c. Identify University parking permits/passes/tickets and exercise control over vehicular access through posts.
- d. Communicate with UHM DPS or contracted enforcement in case of violations or occurrences requiring action.
- e. Provide general information about parking rules and regulations at the University in a clear manner.
- f. Be courteous, friendly, well-mannered, and provide the best possible service to the public and present the best image of the University.
- g. Prepare and submit irregular incident reports on an ad hoc basis.
- h. Issue citations for parking and traffic violations using computerized citation dispensing equipment.
- i. Oversee the towing of vehicles.
- j. Maintain a dispatch center to direct personnel, as needed. This may be in instances of directed enforcement, equipment troubleshooting, or general information.
- k. Patrol and enforce UHM Parking and Traffic Regulations in all parking zones on the Manoa campus.
- l. Direct, guide, and expedite traffic movement in and out of parking areas.
- m. Provide for pedestrian and vehicular traffic control during Special Events held on the Manoa campus.

### 13. STANDARD PERSONNEL AND MAN-HOUR REQUIREMENTS

The Contractor shall establish a scheduling procedure that ensures trained personnel familiar with the Manoa campus are used fill all the standard personnel and man-hour requirements of the University. The University shall not be responsible for overtime personnel costs incurred by the Contractor for use of personnel over the FORTY (40)-hour work week.

The number of standard personnel required by position type and the estimated amount of standard man-hours required by position type are as follows and do not assume an EIGHT (8)-hour day:

#### a. Senior Supervisor

Fall and Spring Semester (approximately 32 weeks):

Monday through Friday, excluding State Holidays

Two (2) positions, eight (8) hours per position  
(16 Hours Total per day)

Spring, Summer, and Winter Break (approximately 20 weeks):

Monday through Friday, excluding State Holidays

Two (2) positions, eight (8) hours per position  
(16 Hours Total per day)

#### b. Supervisor

Fall and Spring Semester (approximately 32 weeks):

Monday through Friday, excluding State Holidays

Two (2) positions, eight (8) hours per position  
(16 Hours Total per day)

Saturday

Three (3) positions with overlapping hours – flexible scheduling  
(22 Hours Total)

Spring, Summer, and Winter Break (approximately 20 weeks):

Monday through Friday, excluding State Holidays

One (1) position, Eight (8) Hours per day

Saturday

Three (3) positions with overlapping hours – flexible scheduling  
(16 Hours Total)

c. Parking and Traffic Control Attendant

Fall and Spring Semester (approximately 32 weeks):

Monday through Friday, excluding State Holidays

Nine (9) to 12 positions with overlapping hours – flexible scheduling  
(72 Hours Total per day)

Saturday

Four (4) to six (6) positions with overlapping hours – flexible scheduling  
(30 Hours Total)

Spring, Summer, and Winter Break (approximately 20 weeks):

Monday through Friday, excluding State Holidays

Seven (7) to 10 positions with overlapping hours – flexible scheduling  
(64 Hours Total per day)

Saturday

Four (4) to six (6) positions with overlapping hours – flexible scheduling  
(30 Hours Total)

Supervisors should stagger lunches to ensure that adequate coverage is still maintained. Employees shall not opt out of a lunch to start their shift late or end their shift early.

The estimated annual amount of standard man-hours required by position type are as follows:

i.	Senior Supervisor	4,160
ii.	Supervisor	4,384
iii.	Parking and Traffic Control Attendant	19,480

14. SPECIAL EVENT PERSONNEL AND MAN-HOUR REQUIREMENTS

The Contractor shall establish a scheduling procedure that ensures trained personnel familiar with the Manoa campus are used fill the personnel and man-hour requirements for all Special Events at the Manoa campus. Special Events include but are not limited to athletic events and graduations. The University shall not be responsible for overtime personnel costs incurred by the Contractor for use of personnel over the FORTY (40)-hour work week. The University shall provide the Contractor with the official schedules for the Special Events when they become available to the University but no later than FORTY-EIGHT (48) hours prior to a Special Event.

The number of personnel required by position type and the estimated amount of man-hours required by position type for identified and non-identified Special Events are as follows and do not assume an EIGHT (8)-hour day:

a. Eight (8) Football Games; 10 Graduations

Senior Supervisor

One (1) position, eight (8) Hours per Event

Supervisor

One (1) position, eight (8) Hours per Event

Parking and Traffic Control Attendant

Five (5) to seven (7) positions for Parking Attendants per Event;  
Up to 12 positions for Traffic Control Attendants (typically between five (5) to seven (7) positions dependent on University employee availability) per Event;  
100 Hours Total per Event (typically between 80-120 Hours Total per Event)

b. 28 Baseball Games; 22 Men's Basketball Games; 23 Men's Volleyball Games; 23 Women's Volleyball Games and all Non-Identified Special Events

Senior Supervisor

One (1) position, seven (7) Hours per Event (typically between six (6) to eight (8) Hours, dependent on day of week, per Event)

Supervisor

One (1) position, seven (7) Hours per Event (typically between six (6) to eight (8) Hours, dependent on day of week, per Event)

Parking and Traffic Control Attendant

Three (3) to five (5) positions for Parking Attendants per Event;  
Up to five (5) positions for Traffic Control Attendants (Typically between two (2) to four (4) positions based on University employee availability) per Event;  
50 Hours Total per Event (typically between 40-60 Hours, dependent on day of week and University Employee availability, per Event)

The estimated annual amount of Special Event man-hours required by position type are as follows:

i.	Senior Supervisor	816
ii.	Supervisor	816
iii.	Parking and Traffic Control Attendant	6,600

15. CHANGES TO PERSONNEL AND MAN-HOUR REQUIREMENTS

The amount of standard and Special Event man-hours required by position type are estimates; the University reserves the right to change the schedules, amount of required man-hours, as well as the number and type of required personnel as requirements change. This may be done by University personnel before shifts start, or during the shift itself.

The Contractor shall provide services as required by the University at the respective per man-hour rates bid by the Contractor. The University shall not be responsible for overtime personnel costs incurred by the Contractor for use of personnel over the FORTY (40)-hour work week.

16. VACATION AND RECESS

During vacation and recess periods of the school year, little or no man-hours will be required. The prior schedules used are in Technical Specification 13; however, the University reserves the right to change the schedules as well as the number of personnel as requirements change.

17. MAP

A map of the campus parking areas can be found at:  
<https://manoa.hawaii.edu/commuter/maps/>

18. MONTHLY REPORT

Contractor shall submit a monthly report summarizing hours worked, hourly wage rate and wages paid to employees for that time period.

All questions pertaining to the Technical Specifications shall be directed to Ryan Fujii, Physical Plant Manager, Commuter and Fleet Services, telephone (808) 590-1198.

All questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by July 28, 2023. Responses will be posted on August 7, 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 Gate Attendant Services for University of Hawaii at Manoa shall be in accordance with the terms and conditions of IFB No. 24-6869 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://hawaii.edu/oprpm/docs/GP0913.pdf>.

### 2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Ryan Fujii, Operations Manager, Commuter and Fleet Services, telephone (808) 590-1198.

### 3. BIDDER'S QUALIFICATIONS

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

### 4. SITE INSPECTION

Each bidder shall visit the site and examine the conditions of same and be aware or satisfied as to physical condition and environment in relation to the terms and conditions of the bid specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling Ryan Fujii, telephone (808) 590-1198 on any normal working day, Monday through Friday, after 9:00 a.m., but no later than 4:00 p.m.

### 5. 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 (HRS), that:

- a. The services rendered shall be performed by employees paid at not less than the wages or salaries paid 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 to public officers and employees for similar work. The University shall grant the Contractor additional compensation, in accordance with Special Provision 10, ESCALATION CLAUSE.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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

The Contractor shall be obliged to notify its employees performing work under this contract of Section 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.

7. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Special Provision 5, ELIGIBILITY TO BID. To assist the bidder in determining whether the work his/her employees are to perform under this contract is similar to that performed by public employees, the following is the position classification that performs parking attendant and security guard services:

Parking Control Supervisor: SR-14  
 Parking Control Officer II: SR-10  
 Parking and Security Officer I: SR-09

Bidders are further advised that the wages to be paid to State employees in the aforementioned position classification for the period beginning July 1, 2023 are known as follows:

<u>Class</u>	<u>Rate per Hour</u> (Effective 07/01/2023 – 06/30/2024)	<u>Rate per Hour</u> (Effective 07/01/2024 – Until Superseded)
SR-14	\$22.34	\$23.46
SR-10	\$19.14	\$20.09
SR-09	\$17.69	\$18.58

8. 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 and not occasioned through the fault or negligence of the University.

9. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of TWO (2) years commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year for up to FIVE (5) additional years, for a total of SEVEN (7) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 10, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

10. ESCALATION CLAUSE

If, after the initial term of the contract, the prevailing wage rates for state civil service workers performing similar work is increased, 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 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, Hawaii Revised Statutes, is repealed or modified so that this section of the statute is no longer applicable to this contract, this clause will be voided.

11. INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Agreement, 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.

- (1) 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	
Medical Expenses -- Any one person	\$5,000.00
Personal/Advertising Injury (Included)	
Damage to Rented Premises (Included)	

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 Special Provision 11, INSURANCE covering the Contractor's conduct of the services 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.

- (2) Automobile Insurance. 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.

- (3) 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.
- (4) 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.

- (5) 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 Services.
- b. 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 Services.
- c. 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.
  - d. 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.
  - e. 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 Services.
  - f. 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.
  - g. 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.

## 12. 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.

13. MAN-HOUR REQUIREMENTS

The total man-hours per year specified in the BID pages are estimated and is used for bid purposes only. Contractor is required to furnish gate attendant services for more or less than the number of man-hours estimated at the prices quoted. In the event the total man-hours per term is less than the estimate shown in the specifications, this reduction in man-hours shall not constitute grounds for equitable price adjustment for the Contractor.

14. PARKING RATES

The Contractor's personnel shall pay established rates for parking on the University's campus.

15. TERMINATION

The University may terminate this contract at any time if Contractor fails to perform as specified.

16. PAYMENT

The Contractor shall be remunerated after acceptable performance monthly for the actual number of hours services are requested and provided. The Contractor shall submit an original and ONE (1) copy of a properly executed invoice for the work performed the previous month by the tenth of each month to:

Auxiliary Enterprises-Fiscal Office  
University of Hawaii at Manoa  
1951 East-West Road  
Honolulu, Hawaii 96822

In the event the University discovers discrepancies in the invoices, any such invoices will be returned to the Contractor for resubmission without penalties to the University.