

INVITATION FOR BIDS (IFB) NO. 25-1534

TO PROVIDE

SECURITY GUARD SERVICES

ON A REQUIREMENTS BASIS

FOR

KAUAI COMMUNITY COLLEGE

UNIVERSITY OF HAWAII

LIHUE, HAWAII

JULY, 2024

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

TABLE OF CONTENTS

IFB No. 25-1534 to Provide Security Guard Services on a Requirements Basis for Kauai Community College, University of Hawaii, Lihue, Hawaii

	Pages
Notice to Bidders	2
Bid Requirements	3-4
Technical Specifications	5-18
Special Provisions	19-26
ATTACHMENT – Mandatory Bid Form	1 - 10

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. 25-1534, to Provide Security Guard Services on a Requirements Basis for Kauai Community College, University of Hawaii, Lihue, 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., July 26, 2024. Bids received after the bid due date and time or not submitted via 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 solicitation must be registered on HlePRO. To register, visit the URL: 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](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 17, 2024** Responses will be posted on **July 19, 2024**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Kalbert K. Young
Chief Procurement Officer
University of Hawaii

Posting Date: **July 12, 2024**

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

BID REQUIREMENTS
SECURITY GUARD SERVICES
ON A REQUIREMENTS BASIS
FOR
KAUAI COMMUNITY COLLEGE
UNIVERSITY OF HAWAII
LIHUE, HAWAII

By attaching The **MANDATORY BID FORM** via HlePRO confirms a bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 25-1534, SECURITY GUARD SERVICES ON A REQUIREMENTS BASIS FOR KAUAI COUMMUNITY COLLEGE, UNIVERSITY OF HAWAII, LIHUE, HAWAII, and offers to provide the security guard services to University of Hawaii, Kauai Community College, at 3-1901 Kaunauli'i Highway, Kauai, Hawai'i 96766, as required by the University for an initial period of one year commencing on the Notice to Proceed date, and may be renewable thereafter on an annual basis for up to FOUR (4) 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 BID AMOUNT**.

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.

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 4, 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 security guard services required by Kauai Community College, University of Hawaii. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF WORK

- A. Contractor shall provide uniformed, non-sworn/unarmed security guard services to safeguard and protect campus facilities, property, personnel, and students for the University of Hawaii (University) as its KAUAI COMMUNITY COLLEGE, campus in Lihue, Hawaii, in addition to providing information and direction or conducting other security related tasks as required. As needed, and as requested by the campus contract administrator, security guard services may be separately requisitioned for special events and functions that might occur over and above the stated number of hours in this contract. The campus contract administrator is identified in the respective "LOCATIONS" section.
- B. The scope of services is being requested only to augment current campus security operations; and, is not intended to replace any existing or established University Campus Security Officer positions. The University will decrease contracted work hours and/or estimated contracted security personnel if the University hires in-house security officers during the term of this contract.
- C. It shall be understood by bidders that the new contract to provide security guard services shall take effect on Notice to Proceed Date.
- D. The estimated hours as specified in the BID pages are an estimated and used for bidding purposes only. The Contractor may be required to furnish guard services for more or less than the number of person hours as represented on the bid page(s).

2. CONTRACTOR REQUIREMENTS

The Contractor must meet all requirements listed in this section.

A. License and Registrations.

The Contractor must be properly licensed in accordance with the Hawaii Revised Statutes 463-7: Guard and guard agencies; license required. Accordingly, all security guards who are assigned to the campus must be currently registered with the State Department of Commerce and Consumer Affairs.

B. Experience

The Contractor must have a minimum of ONE (1) year of experience in providing satisfactory security guard services with similar duties and responsibilities.

The Contractor shall have an adequate, existing workforce in place at the time of bid in order to ensure adequate coverage under this contract. Use of bid award funds to acquire instructional or additional personnel is not acceptable.

C. Training and Education Program Capabilities

- 1) The Contractor shall provide contract guards who possess a valid Hawaii Driver's License.
- 2) The Contractor shall have, in place at the time of bid submittal, a comprehensive training and education program for its security guard personnel. The program must meet the training and education criteria security guard personnel. The program must meet the training and education criteria set forth in Hawaii Revised Statutes, Chapter 463-10.5: Guards; registration, instruction, training, testing, and continuing education required; renewal of registration.
- 3) The program must have a means to track such training and education requirements, initial completion, any re-certification deadlines, and any other pertinent data that relates to maintaining security guard personnel credentials. Contractor to provide details and supporting documentation upon request by the University to substantiate existence of such a training and education program.
- 4) Contractor shall provide documentation detailing its current personnel resources and their skills to conduct instructional sessions. Provide the University with detailed professional qualifications and credentials at the time of bid submission. Include names, educational background, and applicable training experience.
- 5) The University instructional sessions will be required for all Contract administrators and security guard personnel who are assigned to the University campus. The training **must be completed prior to the first day of duty** on campus.
- 6) The following sessions shall be delivered by a qualified trainer at no cost to the University:
 - a) Minimum of TWO (2) hour annual overview of the Federal Clergy

Act with focus on compliance guidelines regarding the requirement for campuses to designate Campus Security Authorities, details of their roles and responsibilities in crime reporting, and the requirement for timely warning to the campus community; AND,

- b) Minimum of SIX (6) hour overview of the expectations of the University on topics such as the University safety and security mission, goals, objectives, organizational structure, providing service with *aloha* (a courteous and caring demeanor), campus jurisdiction, emergency response, policy and procedure review, general duties, and geographical boundaries.

3. SERVICES REQUIRED

The Contractor shall provide uniformed personnel to conduct security guard activities that support, protect, and preserve the educational environment through their assigned duties and tasks defined by the University.

Note that on-site supervisory personnel are not a requirement of the Contractor. However, the Contractor's field supervisory personnel will be required to periodically monitor the activities of the posted security guards; and, be physically available within TWENTY (20) minutes of a request for assistance by either the posted security guards or upon request by the Campus Contract Administrator.

Assigned activities for security guard personnel generally include conducting patrols, enforcing policies and procedures, taking appropriate campus actions in support of first responders, preparing documentation, and conducting campus operational tasks and other duties related to the Security Office and Administrative Services. Common assignments can include, but are not limited to, the following:

- A. Prevention and Protection. Conduct foot and/or motorized patrols and inspect buildings, walkways, parking lots, and other areas; check for any unusual, suspicious circumstances or deviant behavior; check for discrepancies such as visible smoke or flames, unsafe conditions, inadequate lighting, unsecured or open doors/windows and respond and make necessary notifications; identify and report potential safety and security issues/hazards; take appropriate actions and make notifications to minimize further risk to the campus community.
- B. Response. Upon request, notification, or detection of certain incidents and activities, take appropriate actions which may include, but are not limited to, those listed in the following areas below:
- C. Violations of policies or procedures. Actions may include issuing a verbal or written warning or notice, and notifying designated campus officials.

- D. Trespassers. Actions may include preventing the trespasser from gaining entry or access to areas, identifying and issuing a trespass warning according to campus procedures, calling State or local law enforcement as deemed necessary.
- E. Criminal offenses. Actions may include immediately calling State or local law enforcement, relating incident information to law enforcement personnel upon their arrival, providing assistance and support, and notifying designated campus officials.
- F. Emergencies. During emergencies, such as fires or accidents or other serious incidents that adversely affect the campus community, actions may include summoning the appropriate emergency first response agencies, providing such aid as deemed necessary (and for which the assigned security guard personnel is trained to deliver), and/or providing other assistance as deemed exigent or logical under the circumstances (e.g., protecting evidence at the scene of a crime, guarding an area following a disaster or critical incident, etc.).
- G. Campus Motorized or Foot Escorts. Actions may include transporting campus personnel or visitors from one part of the campus to another in a motorized vehicle or walking with the person to their destination.
- H. Service and Outreach. Provide assistance, information, direction, a "show of support" when a security presence is necessary, help educate members of the campus community on safety and security policies, and develop and maintain a security/campus community relationship through interpersonal contact.
- I. On-/ Off-Hour Campus Operations. Conduct campus opening and closing tasks such as unlocking/locking gates, doors, windows, turning on/off lights and air handling units/fans, or securing equipment; conduct parking attendant duties; conduct other tasks as may be assigned by the campus official or designee.
- J. Log and Report. Enter all pertinent security guard activities in the campus daily log (or other applicable log) and submit formal incident reports as deemed necessary.

4. SCHEDULE OF SERVICES

Contractor must have availability of services at all times, i.e. "24/7". The total man-hours per contract period (e.g., X hours per month multiplied by 12 months) that is specified are only an estimate for bid purposes. Contingent upon the availability of funds, the campus may increase or decrease the man-hours of security coverage required.

Contractor's employees may be scheduled to work days, afternoon/evenings, and overnight shifts on weekdays, Saturdays, Sundays, and holidays in addition to the

evening to early morning shift depending on individual campus requirements. Shifts are subject to change at any time to meet campus needs.

Estimated Scheduled Hours

SCHEDULE HOURS	SUN	MON	TUES	WED	THURS	FRI	SAT	TOTAL
6:00 AM – 2:00 PM	8.00							8.00
2:00 PM – 10:00 PM	8.00							8.00
10:00 PM-6:00 AM	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00

5. LOCATIONS

Current service locations and schedules are provided below as an example. Locations shall remain fixed, but schedule is non-binding and subject to change by the University:

Location
Main Campus 3-1901 Kaunuaui Highway Lihue, Hawaii 96766

Campus administrator for contract: Calvin Shirai, Vice Chancellor for Administrative Services, Tel: (808) 245-8230

Contact(s) for general field operations: Calvin Shirai, Interim Contact TBD

6. CONTRACTOR REPOSIBILITIES

A. Quality Control

The Contractor shall perform all services in accordance with the terms of the contract and in accordance with the best practices of the industry. The Contractor shall ensure, by proper direction and management, supervision and inspection, that an adequate and qualified workforce and requisite resources are maintained to perform the services covered by the contract. The Contractor shall ensure the development of a sufficient pool of employees that meet the training and credential requirements of the University in order to provide adequate coverage should there be unexpected absences, sick leave, or other leave requirements.

B. General Account Oversight

The Contractor shall provide a designated Contract Account Manager to provide contract account oversight to ensure that all contract terms and conditions are met; and, that all necessary personnel labor, equipment, materials and supplies are available to meet those terms and conditions.

The Contract Account Manager shall serve as the primary liaison to the Campus Contract Administrator with regard to all contract fiscal, logistical, and personnel matters; and shall ensure the following:

1) Alternate Points of Contact

The Contractor shall provide the University with the names and contact information of the Contractor's designated first and second alternates in the event the primary Contract Account Manager and/or supervisor(s) cannot be reached.

2) Communication and Notification

The Contractor shall maintain regular communication with the campuses on issues that affect or have the potential to affect security guard services especially on issues related to contract security guard personnel who have been on undeterminable extended leave, arrested, indicted, convicted, or received a finding of probation or probation before judgment.

The Contractor must provide a minimum of advance notice or as much advance notice as possible of any scheduled or unscheduled leave for posted contract security guard personnel. The Contractor shall provide security guard services during inclement weather conditions or on holidays unless otherwise communicated and agreed upon by both the Contractor and the campus official or designee.

3) Remediation of Personnel Issues

The Contractor shall have, in place, a process to immediately remove any person (while performing service for this contract) who-in the final opinion of the University's officials or designees-acts in the following manner:

- Does not perform the services in a proper and skillful manner;
- Is ambivalent, disrespectful, dishonest, intemperate, disorderly, negligent or defiant in compliance to direction or orders;
- Causes significant affront or otherwise depicts an objectionable

demeanor that is cause for significant affront;

- Exhibits other behavior or takes other action in conflict with the Security Office and Administrative Services
- Codes of Ethics and Conduct.

Such person may be the Contractor's principal agent, supervisor, clerk, security guard, or other persons employed or representing the Contractor. Such person shall be removed forthwith from direct delivery of contract services and shall be replaced by another qualified employee within TWO (2) hours. Such removed person shall not be returned or assigned to service this contract without the prior consent from the University's Contract Administrator or designee.

4) Meal and Interval Breaks

Should contract security guard be the sole patrol personnel on duty, the Contractor shall provide relief for reasonable meal and interval breaks for the posted security guard personnel, as needed, to ensure optimum performance in the delivery of security guard services. Relief personnel must be qualified under the terms of this contract. At no time shall the campus be unmanned. During shifts with two or more patrol personnel, relief for meals and breaks may be accomplished with existing shift personnel.

5) Rest Periods

The Contractor shall ensure a minimum TEN (10)-hour rest period for individual guard personnel before reporting back to campus duty in order to ensure alertness and accuracy in the delivery of security guard services. The Contractor shall ensure that no security guard personnel may work more than TWELVE (12) hours during each TWENTY-FOUR (24)-hour period or SIXTY (60) hours during each scheduled work week.

C. Field Supervisory Support

The Contractor shall possess adequate field staff to provide guidance and support when needed to security guard personnel who are assigned to UNIVERSITY OF HAWAII KAUAI COMMUNITY COLLEGE. Such supervisory staff can be concurrently assigned to supervise other security guard personnel who are posted at other client sites; however, must be available to fulfill the responsibilities of a non-reporting security guard (no-show) as well as available for in-person conference upon request by contract security personnel or the Campus Contract Administrators or designees. Field supervisory staff cannot concurrently serve in a multi-site supervisory capacity and as a posted security guard; but, may provide temporary post relief for reasonable meal and

interval breaks. A field supervisor may provide temporary campus coverage while seeking personnel replacement; but, only for a maximum of TWO (2) hours.

D. Initial Training, Orientation, and Credentialing

The Contractor shall conduct all requisite training, instructional sessions, briefings and orientations for all security guard personnel who are to be assigned to the UNIVERSITY OF HAWAII KAUAI COMMUNITY COLLEGE. These activities shall be conducted at no cost to the campus and prior to the first day of assignment at any campus. The Contractor will be required to immediately replace any contract security guard personnel who arrive for their first day of duty without advance documentation to support the training, orientation, and credentialing requirements.

E. Compliance with Homeland Security; National Incident Management System/Incident Command System

- 1) The University is required to comply with National Homeland Security guidelines. Therefore, as an extension of the campus, through the delivery of contracted services, the Contractor shall provide documentation that assigned security guard personnel, their respective field supervisors, and the Contract Account Manager have satisfactorily completed the appropriate on-line Independent Study courses listed below.
- 2) Documentation of completion must be provided prior to the first day of assignment at the campus. Independent Study Program (ISP) courses are hosted on-line by the Federal Emergency Management Agency at no cost (<https://training.fema.gov/is/crslist.aspx>). The required courses are:

IS-100.HE: Introduction to the Incident Command System for Higher Education

IS-700.a: National Incident Management System, An Introduction

IS-800.b: National Response Framework, An Introduction

IS-200.b: ICS for Single Resource and Initial Action Incidents

E. Post Orders

The University has specific post orders which detail the expectations and duties of each shift. The assigned contract security guard is expected to read, comprehend, and comply with the post orders. Contract security guard personnel may be expected to utilize the campus' electronic key card check-in system which records the date and time of each patrol inspection point.

F. Reports, Files and Records

The Contractor shall prepare, compile, and maintain appropriate files and records which accurately depict the items listed below; and, shall submit reports or copies of files and records as may be requested by the University.

- 1) Documentation on requests for shift coverage, change orders, and implementation thereof;
- 2) Documentation on personnel qualifications, credentials, training, and health and safety clearances and certifications;
- 3) Correspondence and similar records kept in the normal course of business for this contract.

7. CONTRACTOR FURNISHED ITEMS

All security guard personnel assigned to campuses shall receive adequate and well-maintained items that enable optimum performance in the delivery of contract services.

- A. Uniforms. The Contractor shall furnish approved uniforms with insignia, badges, duty belt with accessories, and photo identification for all employees who are assigned to the campus.
- B. Other Gear. The Contractor shall furnish foul-weather gear and other protective or safety items to support the best level of personnel performance under inclement conditions.
- C. Motorized Vehicles. The Contractor shall provide a standard vehicle to be used exclusively by Contractor 's employees servicing the contract. The vehicle shall be used to perform required duties, including but not limited to, on-campus patrols and security escorts. The vehicle shall not be used during scheduled foot patrols, unless authorized by the University. The vehicle shall remain the property and responsibility of the Contractor at all times. The vehicle must be available and maintained in a clean and proper working order at all times and shall be free of mechanical and physical defects or modifications that may pose a health or safety hazard. All costs and maintenance of the vehicle is the sole responsibility of the Contractor, this includes but is not limited to: charging of battery, washing and cleaning, preventative maintenance, and repairs. The University may provide on-site parking of the vehicle as a courtesy to the Contractor, but makes no guarantees of security and assumes no liability for theft, tampering, vandalism, or damages. In the event the Contractor fails to provide a working vehicle at any time, the Contractor agrees to allow the University to obtain a rental vehicle on the Contractor 's behalf and Contractor shall assume all associated costs. Failure to provide a working vehicle for an extended period of time, as determined by the University, shall be grounds for breach of contract and termination.

- D. Equipment and Supplies. The Contractor shall furnish and maintain, in acceptable condition, all equipment, materials and supplies to include, but not limited to, the following:
- 1) Flashlights, batteries, cold-weather jacket, irradiant safety clothing or equipment, other necessary lighting equipment, and rain protection clothing as required by each contract security guard's shift;
 - 2) Protective items such as disposable masks, gloves, ear plugs;
 - 3) Any other device or item required by the Contractor to be utilized by contract security guard personnel in the execution of their duties with the exception of prohibited items which are described in the next section.
- E. Prohibited Items. The following items are prohibited on campus (includes campus parking lots/zones):
- 1) Firearms. Under no circumstances shall any of the Contractor's personnel possess a firearm on campus. Even if the individual has a valid permit to carry a firearm, such firearm shall be secured at an off-campus property. Firearms are not to be brought or stored on campus or in a vehicle on campus under any circumstances.
 - 2) Other Dangerous Weapons. Under no circumstances shall any of the Contractor's personnel possess, or store on campus property, other dangerous weapons as defined by the Hawaii Revised Statutes Chapter 134, Part III: Dangerous Weapons.
 - 3) Other Prohibited Items. Under no circumstances shall any of the Contractor's personnel possess, or store on campus property, any type of irritant spray (mace, pepper, or similar compound), regardless of obtaining a license to possess or possession unregulated quantities.

8. QUALIFICATIONS OF SECURITY GUARD PERSONNEL

The following are considered bona fide occupational qualifications for individuals to be assigned to campus duties under this contract.

Security guard personnel assigned to the campus must be no less than EIGHTEEN (18) years old, be currently registered as a guard in the State of Hawaii, and satisfactorily passed the additional State Department of Commerce and Consumer Affairs screening requirements. In addition to possessing the ability to conduct foot patrols, the security guard personnel must possess a valid driver's license and be able to drive a golf cart (gas or electric) or similar motorized vehicle in addition to a passenger motor vehicle. Contractor to ensure that driving records are void of excessive or repetitive violations that could have a negative impact on the delivery of services while operating a motorized vehicle.

9. COMPLIANCE WITH STATE LAW AND BACKGROUND CHECKS

- A. Security guard personnel for campuses must meet State law requirements which also include registration, criminal background clearance, psychological evaluation and fitness, and completion of the minimum initial and periodic training/education.
- B. Candidates must satisfactorily complete any of the Contractor's investigation, screening, reviews of character, suitability for employment, past/current employment references. and qualifications before being allowed entry on campus for duty.

10. SKILLS, KNOWLEDGE, AND ABILITIES

- A. Security guard personnel for campuses must be fully capable to read, comprehend, write, and speak the English language to the level of proficiency that enables them to converse freely and clearly both in-person and over communication systems; be able to provide clear, unambiguous information or direction to others; effectively and efficiently compose duty logs; write reports and informational briefs; be able to utilize computer software tools that assist in writing composition as well as researching information; be fully capable to interpret post orders or directives and properly carry out the same.
- B. Security guard personnel must possess good interpersonal skills, a mature and professional disposition, and an image that reflects a confident, approachable, well-groomed, neatly uniformed safety and security ambassador of the campus.
- C. Security guard personnel must possess good eyesight and hearing capability appropriate for patrolling; be mentally alert and capable of exercising good judgment; possess adequate emotional control in order to remain calm and effective in emergency situations while focusing on proper response procedures and implementation of the necessary related tasks.
- D. Security guard personnel must be fully capable of performing duties that require moderate physical exertion under normal conditions or arduous physical exertion under emergency conditions. An example of moderate exertion: Climbing stairs, standing or walking for extended periods to conduct patrols or response activities. An example of arduous exertion: Administering CPR, moving swiftly up/down a stairwell to retrieve the closest fire extinguisher.

11. CONDUCT AND ETHICS

Because contract security personnel are viewed as an extension of the University's Security Office and Administrative Services, they must be capable of upholding similar standards of conduct and ethics which all University of Hawaii Community Colleges Security Office and Administrative Services personnel are expected to uphold.

12. CERTIFICATE AND CREDENTIALS

In addition to the compliance and credentialing items required by the State Commerce and Consumer Affairs, security guard personnel for the campus must have satisfactorily completed the following courses/sessions prior to entering the campus for duty:

- A. First Aid/CPR (Cardio Pulmonary Resuscitation); and, where applicable, training on the use of an AED (Automated External Defibrillator).
- B. Safety measures for blood borne pathogens
- C. Safety measures for operation of motorized vehicles (where applicable);
- D. Federal Emergency Management Agency Independent Study Program courses on National Incident Management System and Incident Command System courses as listed below:
 - 1) IS-100.HE: Introduction to the Incident Command System for Higher Education
 - 2) IS-700.a: National Incident Management System, An Introduction
 - 3) IS-800.b: National Response Framework, An Introduction
 - 4) IS-200.b: ICS for Single Resource and Initial Action Incidents
- E. Briefing session on the Federal Clery Act; understanding the requirement to comply with Federal law, the security guard personnel's designation as a Campus Security Authority (CSA), the CSA's responsibility to report crimes, required actions, and the requirement for timely warning to the campus community (content to be provided by the campus);
- F. Briefing session related to the expectations of the University; understanding the campus' safety and security mission, goals/objectives, organizational structure, jurisdiction, geographical boundaries, and the requirement to provide service with aloha (content to be provided by the campus).

13. RESPONSIBILITIES OF CONTRACT SECURITY GUARD PERSONNEL

The responsibilities of security guard personnel are as follows:

- A. Be reliable for shifts, arrive to work on time as scheduled and in a clean, pressed uniform, be prepared to work, pay attention during shift briefings, and remain at assigned areas at all times until relieved or reassigned.
- B. Maintain a professional image in addition to a courteous, helpful demeanor at all times; communicate effectively and provide clear information and direction.

- C. Be knowledgeable of and be able to tactfully and courteously convey, when necessary, the policies and procedures of the University.
- D. Receive requests and calls for assistance and respond as promptly and efficiently as possible with priority for situations involving life safety and preservation of property.
- E. Protect students, faculty, staff, visitors, and campus property by conducting vigilant patrol tours as assigned and prevent unauthorized persons from entering restricted areas.
- F. Remain alert and observant of unauthorized activities, unsafe or hazardous conditions, and implement traffic/parking regulation.
- G. Promptly report to or notify the designated campus personnel or law enforcement agencies of any acts, emergencies, incidents, or conditions that require immediate attention.
- H. Maintain a daily log of activities and prepare concise, accurate, and clear incident reports utilizing computer-based software for which access shall be granted.
- I. Remain flexible to handle other related duties as may be prescribed by campus personnel.

14. RESPONSIBILITIES OF THE FIELD SUPERVISOR

The responsibilities of contract security field supervisory personnel are as follows:

- A. Ensure that contracted security guard posts/areas are continuously manned and that all means of communication are operational.
- B. Provide timely support and technical assistance for contract security guard personnel when called upon.
- C. Be aware of any campus issues or problems that have the potential to escalate during the security guards' shifts (field supervisors are encouraged to attend shift briefings or establish communication with the campus' out-going shift personnel).
- D. Be knowledgeable of and be able to collaborate on matters of policies and procedures of the University's Security Office and Administrative Services when necessary or called upon by contract security personnel or by campus officials.

- E. Meet with the Campus Contract Administrator or designee in-person at least once a month to review and discuss overall quality of service and performance. Discussion shall also include any areas of concern for both the campus and the contract personnel, suggestions for improvement, and the development of a timeline for improvement. Additional meetings may be requested by either the Contractor or the campus should the need arise.

15. PERFORMANCE MEASURES

- A. Upon contract acceptance, the Contractor shall consult with each Campus Contract Administrator or designee to develop a minimum of THREE (3) performance measures by which security guard personnel performance are to be rated.
- B. Measures/standards must be: Specific, observable, meaningful, and quantitative. Such standards shall serve as the basis for performance evaluation and the measure by which to determine whether the Contractor's delivery of service meets or exceeds desirable service expectation levels of the campuses.
- C. The Contractor shall consult with the University to develop and maintain an administrative policy, unique to the Contractor agency, regarding field supervision, inspection, verification of actual hours worked, and activity tracking of contract security guard personnel who are assigned to the campus. Contents of the administrative policy shall include clear roles and responsibilities, the need for regular site visits (both scheduled and unscheduled), use of a checklist or procedural guide, use of software tools to log shift activity and case reports, a means to convey administrative information in the form of a report to be referenced during monthly performance meetings.

All questions pertaining to the Technical Specifications shall be directed to Calvin Shirai, Vice Chancellor for Administrative Services. Telephone (808) 245-8230 or email shiraic@hawaii.edu.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made 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 Security Guard Services on a Requirements Basis for the University of Hawaii, Kauai Community College, Lihue, Hawaii shall be in accordance with the terms and conditions of IFB No. 25-1534 and the General Provisions dated September 2013 included by reference. 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. 25-1534 is issued under the provisions of the 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)

All questions pertaining to the Technical Specifications shall be directed to Calvin Shirai, Vice Chancellor for Administrative Services, telephone (808) 245-8230, email shiraic@hawaii.edu.

4. 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, Hawai'i 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 officer and employees for similar work. If the State of Hawai'i Salary Schedule is revised during the life of the contract, the Bidder shall pay its employees at not less than the revised wages and salaries paid to public officers and employees for employees for similar work. The University shall grant the Bidder additional compensation, in accordance with Special Provision, 12. 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.

5. TERM OF CONTRACT

- A. The Contractor shall enter into a contract with the University for a period of ONE (1) year commencing on the date specified by the Notice to Proceed for a period of one year. Thereafter, the contract may be renewable from year to year for up to FOUR (4) additional years without the necessity of rebidding upon mutual agreement in writing NINETY (90) days prior to the annual renewal date.
- B. The hourly rate may be adjusted in accordance with Special Provision 12, ESCALATION CLAUSE, upon written request of the Contractor. Further, the University may terminate the contract at any time upon SIXTY (60) days prior written notice after the initial term.

6. BIDDER'S QUALIFICATIONS

- A. 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.
- B. 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 such services. The Bidder will be responsible for submitting all supporting documentation prior to award.
- C. If, in the opinion of the University, the Bidder fails to demonstrate the ability to meet or perform the requirements of the contract, the University may award the contract to the next qualified bidder.

7. 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 throughout the fault or negligence of the University.

8. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

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 which adequately describes duties and functions of personnel who perform security guard services:

<u>Position Title</u>	<u>Class</u>	<u>Hourly Rate as of 07/01/2024</u>
University Security Officer I (entry level):	SR-14	\$22.60
University Security Officer I	SR-14	\$23.20 (Night Pay)

9. 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 which is accessible to all employees; or, the Contractor may include such notice with each paycheck or pay envelope furnished to the employees.

10. SITE INSPECTION

Each bidder shall visit the site or sites 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 the Technical Representative on any normal working day, Monday through Friday, after 9:00 am, but not later than 4:00 pm (excludes recognized holidays and administrative leave days).

11. TRANSITION FOR TERMINATION

Upon the Contractor's election to terminate the contract, the Contractor shall provide no less than NINETY (90) days written notification prior to the termination date in order for the University to conduct activities for the procurement of replacement contract security guard services.

12. ESCALATION CLAUSE

- A. If the prevailing wage rates for State Civil Service workers performing similar work are increased after the start of the contract, 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.
- B. 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 statute is no long applicable to this contract.

13. LICENSING AND LEGISLATED REQUIREMENTS

- A. 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 Hawai'i Revised Statutes (HRS) Chapter 463 in its entirety as related to guard agencies.
- B. 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.
- C. 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.

14. INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Contract, at no cost to the University, 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's Agents, within, on, or about the Premises and/or the University 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 University Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- B. 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, the University 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 University 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 the University 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's 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 the University 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) The University insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any University insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
 - 3) Name the University as an additional insured. The University 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 the University.
 - 5) The University 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. The University 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 the University 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 the University, certificates of insurance necessary to satisfy the University that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.
- H. The University 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 the University, the University 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 the University for the cost thereof plus ten percent (10%) to cover the University'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 the University 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. The University may adjust insurance requirements. The University 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. University'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 the University risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

15. PAYMENT

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

University of Hawai'i
Kauai Community College
Attn: Business Office
3-1901 Kaumuali'i Highway
Lihue, HI 96766

16. EXAMINATION OF RECORDS

- A. 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 expense 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.

- B. 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.

17. RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service furnished by the Contractor in the performance of the contract should fail to conform to the specifications, the University may reject the same, and it shall thereupon become the duty of the Contractor to correct the same to conform to the specifications, without expense to the University provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost to University. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the University.

18. UNIVERSITY POLICIES

The Contractor's personnel shall comply with established University of Hawaii policies with regard to Sexual Harassment and Related Conduct, Workplace Non-Violence, and Illegal Drugs and Alcohol Abuse. The University reserves the right to require the Contractor remove personnel from servicing the University of Hawaii accounts. The University of Hawaii will not tolerate objectionable or inappropriate behavior. Please refer to <http://www.hawaii.edu/policy> for the following University policies:

- A. Sex and Gender Based Misconduct Policy (Executive Policy E1.204).
<https://www.hawaii.edu/policy/docs/temp/ep1.204.pdf>
- B. Workplace Non-Violence (Executive Policy E9.210).
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=9&policyNumber=210&menuView=closed>
- C. Illegal Drugs, Alcohol and Substance Abuse (Executive Policy E11.201).
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=11&policyNumber=201&menuView=closed>