

INVITATION FOR BIDS (IFB) NO. 27-5992
TO PROVIDE
SECURITY GUARD SERVICES FOR
FOR
UNIVERSITY OF HAWAII AT MANOA
AND
JOHN A. BURNS SCHOOL OF MEDICINE
ON A REQUIREMENT BASIS
HONOLULU, HAWAII

OCTOBER, 2026

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

TABLE OF CONTENTS

IFB No. 27-5992, to Provide Security Guard Services for University of Hawaii at Manoa and John A. Burns School of Medicine on a Requirements Basis, Honolulu, Hawaii

Section	Pages
Notice to Bidders.....	2
Bid Requirements.....	3 - 4
Technical Specifications.....	5 - 12
Special Provisions.....	13 - 20
ATTACHMENT - Mandatory Bid Form.....	1 - 9

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. 27-5992, Provide Security Guard Services for the University of Hawaii at Manoa and John A. Burns School of Medicine (JABSOM) on a Requirement Basis, Honolulu, Hawaii, 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., November 23, 2026.** 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. 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 **November 9, 2026** Responses will be posted on **November 16, 2026**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Luis Salaveria
Chief Procurement Officer
University of Hawaii

Posting Date: **October 29, 2026**

Vendors are responsible for notifying the Procurement Specialist Darrian Texeira-Tantay (e-mail: darriant@hawaii.edu) for accessibility concerns related to this IFB.

NOTICE TO BIDDER

BID REQUIREMENTS

SECURITY GUARD SERVICES FOR UNIVERSITY OF HAWAII AT MANOA AND JOHN A. BURNS SCHOOL OF MEDICINE

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 27-5992, TO PROVIDE SECURITY GUARD SERVICES FOR THE UNIVERSITY OF HAWAII AT MANOA AND JOHN A. BURNS SCHOOL OF MEDICINE ON A REQUIREMENT BASIS, HONOLULU, HAWAII, and offers to provide security services to University of Hawai'i Manoa, 2500 Campus Road, Honolulu, Hawaii 96822 and to John A. Burns School of Medicine (JABSOM), 651 Ilalo Street, Honolulu, Hawaii 96813, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB). The initial term of the contract shall begin from the date designated in the Notice to Proceed letter for a period of ONE (1) year, and thereafter, the contract may be renewed annually for a total of FIVE (5) 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 BASIC BID**.

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 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 security services required by the University of Hawai'i at Manoa campus which includes the John A. Burns School of Medicine (JABSOM) in Kaka'ako. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF SERVICE

- A. To provide static and roving security guards for posts at the University of Hawai'i at Manoa campus which includes the John A. Burns School of Medicine (JABSOM) in Kaka'ako. The contractor shall provide qualified, uniformed, unarmed security guards for designated posts and assignments, to be stationed at the University of Hawai'i at Manoa campus which includes the John A. Burns School of Medicine (JABSOM) in Kaka'ako. The posts and assignments shall be as directed by the University of Hawai'i Department of Public Safety (DPS) staff and assigned to buildings and/or areas of the Manoa and JABSOM campuses to deter, observe, and report suspicious persons and criminal activity to the Department of Public Safety (DPS).

Note: The University is in the recruitment process of filling this IFB's contract assignments with University Security Officer I (USO I) state positions. As these state positions are filled the UNIVERSITY will decrease work hours and/or contracted security personnel from this contract and provide notice of at least THIRTY (30) days to the Contractor of these requirement changes.

- B. Security guards shall be required at various assigned locations throughout the Manoa and JABSOM campuses of the University of Hawai'i.
- C. The guards' primary responsibilities shall be:
- 1) Communicate with DPS staff.
 - 2) Perform greeter services (*JABSOM specific*)
 - 3) Monitor phones (*JABSOM specific*)
 - 4) Coordinate emergency responses with DPS staff.
 - 5) Check-in guests (*JABSOM specific*)
 - 6) Check identifications (*JABSOM specific*)
 - 7) Secure and control access points.
 - 8) Communicate via phone and two-way radios.
 - 9) Perform special checks of assigned areas.
 - 10) Perform relief services at different posts.
 - 11) Other duties as assigned.

2. SCHEDULE OF WORK

D. University of Hawai'i at Manoa, to include JABSOM (MEB Desk, BSB Desk, and Rover) daily Sunday through Saturday (7-days a week) schedule:

- 1) **Manoa (Main Campus):** Contractor shall provide one (1) Security Guard Supervisor and (5) security guard personnel to cover each of the shifts (Afternoon & Midnight):
 - Afternoon Shift: 1400 - 2200 hours
 - Midnight Shift: 2200 - 0600 hours
- 2) **Medical Education Building (MEB) main (Mauka) entrance desk and Bio Science Building (BSB) main entrance desk (JABSOM):** Contractor shall provide two (2) security guard personnel (1 for MEB and 1 for BSB) to cover each of the following shifts:
 - Day Shift: 0600-1400 hours
 - Afternoon Shift: 1400-2200 hours
 - BSB: requires 24 hour coverage

(NOTE: MEB Desk is closed for ALL State Holidays; dates subject to change. Contractor will be furnished a copy of current year's State Holiday list)
- 3) **Rover (JABSOM):** Contractor shall provide one (1) security guard personnel to cover each of the following shifts:
 - Day Shift: 0800-1600 hours
 - Afternoon Shift: 1600-2400 hours (at 2200 hours **Rover** re-assigned to MEB desk from 2200-2400 hours)

3. CONTRACTOR'S RESPONSIBILITIES

A. Training and Education Program Capabilities. 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 set forth in Hawai'i Revised Statutes, Chapter 463: Guards; registration, instruction, training, testing, and continuing education required; renewal of registration, etc. The program shall 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. All guard services and training shall comply with Hawai'i Revised Statutes Chapter 463 and applicable administrative rules

- 1) **NOTE:** Any contract guard assigned to the JABSOM BSB desk, must complete a quiz and pass to work at this post. There are materials at the desk

to look over, then take the quiz while at the desk. This training is considered incomplete until the contract guard receives a passing grade of 100%.

The Contractor shall also provide: documentation detailing its current personnel resources (and their skills) to conduct instructional sessions; and documentation with detailed professional qualifications and credentials at the time of bid submission (include names, educational background, and applicable training experience). The University instructional sessions (content to be provided by the University) shall be required for all Contractor 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. The following sessions shall be delivered by a qualified trainer at no cost to the University:

- 1) Minimum of TWO (2) hours overview of the Federal Clery 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,

- 2) Minimum of ONE (1) hour overview (content to be provided to Contractor by the University) 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, and geographical boundaries.

4. QUALIFICATIONS OF SECURITY GUARDS

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

- A. Shall be investigated by the Contractor before entering on duty to determine good character and reputation, suitability for employment, and personal qualifications meeting required employment standards. This investigation may include inquiries of former employers, references and schools attended, etc. Certified summaries of the Contractor's investigations shall be provided upon request.
- B. Shall possess maturity, good judgment, courage, alertness, tact, self-reliance, even temperament, and an ability to maintain good performance.
- C. Shall possess good working knowledge of security guard position requirements; have a high school diploma or equivalent, or be a veteran with police or military experience with the type of service to be rendered; be proficient in reading and comprehensive understanding of printed regulations, detailed written orders and training material; and be able to compose reports and communicate verbally to clearly convey complete factual information.

- D. To the extent permissible by The Americans with Disabilities Act, Contractor's security guards shall be in good general health without physical defects or abnormalities which would interfere with the performance of duties.
- E. Shall be in approved uniform with appropriate badge or insignia and abide by DPS uniform and appearance standards (DPS PPO 2.01 Uniform and Appearance Standards). Color of uniform shall be at the discretion of the University (DPS).
- F. Shall be properly trained and supervised by the Contractor. Training shall include the successful completion of the State of Hawai'i mandated security guard training in accordance with Hawai'i Revised Statutes section 463-10.5.
- G. When on duty, security guards shall refrain from having visitors and socializing; chewing tobacco or gum; wearing sunglasses; hats; or bandannas; the use of personal electric devices for entertainment purposes; the use of other cigarettes, cigars, other tobacco products, electric cigarettes or other similar devices; the eating of food or drinking of beverages in undesignated break areas.
- H. Shall comply with all applicable University policies and procedures.

5. CONTRACTOR FURNISHED ITEMS

- A. All security guard personnel assigned shall receive adequate and well-maintained items that enable optimum performance in the delivery of contract services.
 - 1) 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.
 - 2) 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.
 - 3) 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:
 - a) Flashlights, batteries, irradiant safety clothing or equipment, other necessary lighting equipment, and rain protection clothing as required by each security guard shift;
 - b) Protective items such as disposable masks, gloves, ear plugs;

- c) Any other device or item required by the Contractor to be utilized by security guard personnel in the execution of their duties with the exception of prohibited items which are described in the next section.

B. Prohibited Items. The following items are prohibited on campus (includes campus parking lots/zones and off-campus facilities):

- 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 shall not 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 Hawai'i 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 possessing unregulated quantities

6. RESPONSIBILITIES OF THE FIELD SUPERVISOR

The responsibilities of 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 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 and the campus when assistance is requested by security guard personnel.
- E. Meet with the Chief, Department of Public Safety 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 University and the contract personnel, suggestions for improvement, and the development of a timeline for improvement. Additional meetings may be requested by the University if necessary.

7. RESPONSIBILITIES OF 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 the policies and procedures of the University and the campus in order to notify the Department of Public Safety of any violation.
- D. Be vigilant and conduct patrol tours as assigned and prevent unauthorized persons from entering restricted areas.
- E. Remain alert and observant of unauthorized activities, unsafe or hazardous conditions, and implement traffic/parking regulation.
- F. Promptly report to or notify the designated campus representatives or law enforcement agencies of any acts, emergencies, incidents, or conditions that require immediate attention.
- G. Remain flexible to handle other related duties as may be prescribed by campus representatives.

8. CONTRACTOR'S EMPLOYEES

The Contractor guarantees that its employees and workers are competent, cooperative, and will not act in a negligent manner. The University reserves the right to reject any of the Contractor's workers that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

9. ESTIMATED-HOUR REQUIREMENTS

The estimated hours in the bid page for the period specified is an estimate and used only for bid purposes. The Contractor may be required to furnish guard services for more or less than the number of hours estimated at the bid price quoted. In the event the total number of hours required are less than the estimated hours shown in the

bid page, this reduction of hours shall not constitute grounds for an equitable price adjustment for the Contractor.

10. LIQUIDATED DAMAGES

A. A critical part of this contract requires the Contractor to fulfill all of its duties every calendar day. In case of failure on the part of the Contractor to perform any of its duties and scope of work herein, the University shall suffer damages which may or may not be difficult to quantify. The amounts of such difficult to quantify 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. The University will invoice the Contractor for the appropriate amount of liquidated damages for any services not performed or any damages to equipment during the term of this contract.

B. The University reserves the right to pursue collection actions on delinquent invoices and damages, including but not limited to, the transfer to a collection agency and/or garnishment of State of Hawai'i tax refunds. The University shall not be responsible for any collection agency markup; this cost shall be borne by the Contractor.

C. Liquidated damages shall be assessed in accordance with the following:

1) Uniform or Appearance Violations

Contractor's personnel reports for work out of uniform, FIFTY DOLLARS (\$50) per occurrence.

2) Substance Use or Prohibited Conduct

Contractor's personnel are found working under the influence of alcohol or illegal drugs, or are found smoking on the University campus, THREE HUNDRED DOLLARS (\$300) per occurrence. If contractor's personnel are found working under the influence of alcohol or illegal drugs, said personnel will be immediately removed and may be subject to trespass.

3) Damage to University Equipment

Equipment damages (i.e. University (DPS) radios and phones) or losses deemed, by the University beyond normal wear and tear, COST OF REPAIR OR REPLACEMENT to include taxes and fees.

The determination to assess liquidated damages shall be the responsibility of the University. The Contractor may offer mitigating circumstances within seven (7) calendar days from the notice of intent to assess. The notice of intent to assess shall constitute the first calendar day. Failure to do so within the seven (7) calendar days shall result in the default assessment of the full amount. The assessment of

liquidated damages shall not preclude the University from exercising any other rights or remedies available under the contract or applicable law, including termination for default or convenience.

The assessment of liquidated damages under this section shall not be deemed a waiver of, or limitation on, any other rights or remedies available to the University under this contract, the University of Hawai'i General Provisions for Goods and Services, or applicable law.

All questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by **November 9, 2026** Responses will be posted on **November 16, 2026**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

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

SPECIAL PROVISIONS

1. SCOPE

The providing of Security Guard Services for the University of Hawai'i at Manoa and John A. Burns School of Medicine on the Requirements Basis shall be in accordance with the terms and conditions of IFB No. 27-5992 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

2. AUTHORITY

IFB No. 27-5992 is issued under the provisions of Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Sergeant Raymond Pena, University of Hawai'i at Manoa (UHM), Department of Public Safety (DPS), telephone (O) (808) 956-6522 or (C) (808)-990-4426, Email: pena@hawaii.edu

4. 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 bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

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, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid public officers and employees for similar work.

- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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

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

7. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

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

Title	Class	Hourly Rate (Eff 7/1/26)	Hourly Rate (Eff 7/1/27)
University Security Office I	SR14	\$23.39	\$24.32
University Security Office I	SR14	\$23.99	\$24.92 (Night Pay)

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 throughout the fault or negligence of the University.

9. 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).

10. REFERENCES

Each bidder shall provide the names, addresses, and phone numbers of THREE (3) agencies, for which Refuse and Recycling Collection service is currently provided who

can attest to the reliability of the bidder's service and personnel. The University reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

11. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of one (1) year commencing on the Notice to Proceed date and may be renewable thereafter on an annual basis for up to four (4) additional years (total of FIVE [5] years) upon mutual agreement in writing NINETY (90) days prior to the annual renewal date. Further, the University may terminate the contract at any time upon THIRTY (30) days prior written notice.

12. TERMINATION DUE TO UNIVERSITY HIRED SECURITY GUARD POSITIONS

The Contractor shall be aware that the University is in the process of hiring University Security Officers to perform campus security services which will be performed through contracted security services during the term of this contract.

The University shall provide the Contractor with THIRTY (30) days prior written notice if in-house staff is sufficient to provide security services.

The Contractor shall not have any right to claim breach of contract nor receive any compensation and/or reasonable costs resulting from the University's termination of the contract solely due to the University's filling of the security positions which are required to perform in-house security guard services.

This termination right is in addition to, and does not limit, the University's termination rights under the General Provisions.

13. LICENSING AND LEGISLATED REQUIREMENTS

Due to the nature of the work contemplated, the Contractor shall possess a valid State of Hawai'i 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.

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

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

14. 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 paragraph 15 (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.

- 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.

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.

15. 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.

16. 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 and TWO (2) copies of a properly executed invoice for the work performed during the previous month by the tenth of each month to:

OVPA Business Office - Campus Services
Biomedical Sciences Building
1960 East-West Road, T111
Honolulu, Hawai'i 96822

17. 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 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 unless otherwise provided in the General Provisions or required by law. 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.

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

If the prevailing wage rates for State Civil Service workers performing similar work are increased beyond the July 1, 2027 rate, the University shall allow the Contractor to adjust the contract price not more than the percentage increase granted to State Civil Service workers performing similar work. Price adjustment shall be made through modifications to the contract for the difference upon request of the Contractor who shall be responsible for providing documentation (to the satisfaction of the University), that the Contractor had paid employee wages not less than that paid to public employees doing similar work during the period of the contract. This clause, however, shall be voided in the event Section 103-55, Hawai'i Revised Statutes is repealed or modified so that the section of the statutes is no longer applicable to this contract.

NO GUARANTEED VOLUME

This contract is a requirements-based contract. The estimated hours set forth in this Invitation for Bids are provided for evaluation purposes only and do not represent a guarantee of the actual number of hours or level of services that will be ordered.

The University reserves the right to increase, decrease, or eliminate service requirements at any time based on operational needs, availability of funding, or the use of in-house personnel. Any such changes shall not constitute a breach of contract and shall not entitle the Contractor to damages, lost profits, or equitable price adjustments, except as otherwise expressly provided in this contract.

Payment shall be made only for services actually ordered and satisfactorily performed in accordance with the terms of the contract.