

INVITATION FOR BIDS (IFB) NO. 19-0217

TO PROVIDE

SECURITY GUARD SERVICES

FOR

WINDWARD COMMUNITY COLLEGE

UNIVERSITY OF HAWAII

KANEOHE, HAWAII

DECEMBER, 2018

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

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University of Hawaii, Kaneohe, Hawaii

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

NOTICE TO BIDDERS

BID FORMS for IFB No. 19-0217, Security Guard Services for WINDWARD COMMUNITY COLLEGE, Kaneohe, Hawaii will be available from and received in the:

OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT
UNIVERSITY OF HAWAII
1400 LOWER CAMPUS ROAD, ROOM 15
HONOLULU, HAWAII 96822

Bid submittal must be no later than **2:30 pm, December 17, 2018**, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request a copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093.

Direct all questions to Daniel Han (danhan@hawaii.edu, [808] 956-7159).

David Lassner
President, University of Hawaii

Posting Date: December 5, 2018

Vendors downloading the IFB shall be responsible for notifying the Procurement Specialist Daniel Han (e-mail: danhan@hawaii.edu; fax: [808] 956-2093), so that the name, address, phone number, fax number, and e-mail address of the vendor can be listed on the University's register for the purpose of notification of any amendments to the IFB which are issued.

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

Vendors: Please complete the following information below. If you answer "No" to question No. 1, complete the certification portion and submit together with your bid document or quote.

(Terms used are taken from the Small Business Administration Rules and Regulations and the Federal Acquisition Regulation [FAR].) (Reference Section A on the reverse side of this form for Category Descriptions.)

This is to certify that the company identified below:

1. _____ IS a **small business** as defined in the Small Business Administration regulations.
(see reverse for size standards).
_____ IS NOT a small business as defined in the regulations.
(If you checked here, STOP, GO TO CERTIFICATION BELOW.)
2. _____ IS a **small disadvantaged business concern** and is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-NET).
3. _____ IS a **women-owned small business concern** of which at least 51% is owned, controlled, and managed by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women.
4. _____ IS a **HUBZone small business concern** that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
5. _____ IS a **veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more veterans; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans.
6. _____ IS a **service-disabled veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more service-disabled veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans as defined in 38 U.S.C. 101 (16).

CERTIFICATION:

I hereby certify the information supplied herein to be true and correct.

Company Name: _____

Signature of Company Officer

Type of Goods/Services: _____

*NAICS Code: _____

Company Address: _____

Print Name: _____
Title: _____
Date: _____

Any misrepresentation shall be subject to the provisions stated in item B on the reverse side.

* North American Industry Classification System (NAICS)

- A. "SMALL BUSINESS" SIZE STANDARDS FOR FEDERAL SUB-CONTRACTORS. Small business size is determined by the primary NAICS Code. See Title 13 CFR, Part 121 to determine your NAICS Code and the threshold for determining small business (revised as of January 1, 2004).

A "small business" is a concern including its affiliates, which is independently owned and operated. It is not dominant in the field of operations in which it is selling goods and services to a federal contractor. It meets the following size criteria for its particular industry:

1. CONSTRUCTION TRADES - "Small" if average annual receipts for preceding 3 years do not exceed \$12 million.
2. CONSTRUCTION, GENERAL CONTRACTORS - "Small" if average annual receipts for preceding 3 years do not exceed \$28.5 million.
3. MANUFACTURING - "Small" if 500 employees or less, except for some specific products which will increase the complement of employees to 750 and 1,000, respectively.
4. TRANSPORTATION - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a) \$21.5 million – general freight trucking, local.
 - b) \$3 million – travel agencies.
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS - "Small" if 100 employees or less.
6. RETAIL TRADE - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific products:
 - a) \$6 million - lumber and building materials, paints, hardware.
7. SERVICES - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a) \$21 million – computer systems design services, custom computer programming services
 - b) \$10.5 million - refuse collection, protective guard services
 - c) \$14 million - janitorial services
 - d) \$21.5 million - passenger car rental
 - e) \$21 million – office Machinery and equipment rental & leasing
 - f) \$6 million - general automobile repair, refrigeration & air conditioning
8. ALL OTHER TYPES OF BUSINESS - "Small" if 500 employees or less.

Where firm sizes are determined by annual receipts, and the concern is less than 3 complete fiscal years old, its total receipts means for the period it has been in business, divided by the number of weeks, including fractions of a week, and multiplied by 52.

- B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Act.

BID FORM
SECURITY GUARD SERVICES
FOR
WINDWARD COMMUNITY COLLEGE

Office of Procurement and
Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 19-0217, TO PROVIDE SECURITY GUARD SERVICES FOR WINDWARD COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, KANEOHE, HAWAII, and offers to provide the security guard services, as required by the University for the period commencing on date specified by Notice to Proceed (estimated to be on or around January 14, 2019) through November 14, 2019, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

ITEM #1: UNIVERSITY SECURITY OFFICER I (SR-14) – PATROL/DISPATCHER

<u>Hourly Rate</u> <u>(Per Hour, Net)</u>		<u>Estimated</u> <u>Monthly Hours</u>		<u>Estimated</u> <u>Months</u>		<u>Total</u> <u>Aggregate Amount</u>
\$ _____	X	172 hours	X	11 months	=	\$ _____

Prices shall include all costs (direct and indirect) to perform the guard services requested at all on-campus and off-campus locations specified, including overhead, profit, vehicle/equipment costs and applicable taxes.

TOTAL AGGREGATE AMOUNT (Item #1): \$ _____

CERTIFICATION OF COMPLIANCE

The enclosed Certificate of Compliance with the requirements of Section 103-55, Hawai'i Revised Statutes, as specified in Special Provision 4, must be included in the bid submittal.

TAX LIABILITY

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

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE AMOUNT**.

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.

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 5, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

INFORMATION REQUIRED FROM BIDDER

Bidder is required to furnish the following information as part of the bid submittal. The University reserves the right to reject the bid submitted by any bidder who does not provide complete information, whose performance on other jobs has been unsatisfactory, and who does not demonstrate that they can comply with the terms and conditions of the bid.

1. Place of Business in Hawai'i: _____
Name of Company _____
Street Address _____
City, State, and Zip _____
2. Bidder's Principal Location:
(if different from place of business) _____
Street Address _____
City, State, and Zip _____
3. Bidder is licensed to perform guard services in Hawai'i: ___Yes ___No
License No. _____ (must be licensed at the time of bid submittal)
4. Number of years of experience in the delivery of security guard services: _____
5. Has a minimum of FIVE (5) consecutive years of experience at institutions of higher education?
___Yes ___No
6. Number of guards regularly employed in Hawai'i by the bidder: _____
7. References (Firms where guard services are/were provided)

<u>Name of Firm</u>	<u>Address</u>	<u>Contact Person</u> <u>Phone No.</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

PRINTED NAME OF COMPANY REPRESENTATIVE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE OF COMPANY REPRESENTATIVE

DATE

CONTACT TELEPHONE NUMBER

WAGE CERTIFICATE

Description of Project: _____

(To be filled in by prospective bidder)

Pursuant to Section 103-55, HRS, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

Bidder: _____

Signature: _____

Title: _____

Date: _____

(IF BY INDIVIDUAL)

NAME (Signature)

TYPED NAME

SOCIAL SECURITY NUMBER

D.B.A.

FEDERAL TAXPAYER
IDENTIFICATION NUMBER

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

(IF BY PARTNERSHIP)

OFFICIAL/LEGAL NAME OF FIRM

FEDERAL TAXPAYER
IDENTIFICATION NUMBER

NAME (Signature)

TYPED NAME

PARTNER

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

(IF BY CORPORATION)

OFFICIAL/LEGAL NAME OF COMPANY

FEDERAL TAXPAYER
IDENTIFICATION NUMBER

*OFFICER (Signature)

TYPED NAME

TITLE

ADDRESS OF COMPANY

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

(SEAL)

IF LICENSED OR INCORPORATED TO DO BUSINESS WITHIN THE STATE OF HAWAII AND SUBJECT TO THE PROVISIONS OF THE HAWAII GENERAL EXCISE TAX LAWS, INDICATE GENERAL EXCISE TAX LICENSE NUMBER _____.

*Please attach to this page evidence of the authority of this officer to submit a bid on behalf of the corporation, giving also, the address and names and addresses of the **other officers**.

NOTE: FILL IN ALL BLANK SPACES WITH INFORMATION ASKED FOR OR BID MAY BE INVALIDATED.

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE

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 at its Windward Community College campus (herein referred to as "University") in Kaneohe, 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 "SCHEDULE OF SERVICES" section.

The estimated hours as specified in the BID pages are an estimate 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).

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 eliminate contracted security personnel if the University hires in-house security officers during the term of this contract.

The Contractor shall take into consideration that, at the time of bidding, security guard service contracts are currently in place. It shall be understood by bidders to this Formal Bid that the new contract to provide security guard services shall take effect on Notice to Proceed Date (on or around January 14, 2019) through November 14, 2019.

CONTRACTOR REQUIREMENTS

The Contractor must meet all requirements listed in this section. Upon the University's request, supporting documentation shall be submitted within FIVE (5) business days. Failure to provide sufficient documentation may result in disqualification of bid, offer, and/or contract.

License and Registrations. The Contractor must be properly licensed in accordance with the Hawaii Revised Statutes, Volume 10-Chapter 436: 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-Professional and Vocational Licensing.

Experience. The Contractor must have a minimum of FIVE (5) years experience in providing satisfactory security guard services with similar duties and responsibilities for institutions of higher education.

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 Hawaii Revised Statutes, Chapter 436: Guards; registration, instruction, training, testing, and continuing education required; renewal of registration, etc. 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 is responsible for providing details and supporting documentation at the time of bid submittal to substantiate existence of such a training and education program.

Additionally, the Contractor shall provide documentation detailing its current personnel resources (and their credentials) to conduct TWO (2) instructional sessions (described below) which are required of the Contractor's administrator(s) and security guard personnel who are assigned to serve Windward Community College. Such documentation shall detail the instructor's professional qualifications and

credentials at the time of bid submission (include names, educational background, and applicable training experience). Use of bid award funds to acquire instructional personnel is not acceptable.

The TWO (2) instructional sessions must be completed prior to the first day of duty on campus. The below listed sessions shall be delivered by a qualified trainer at no cost to the University. The instructional content will be provided to the Contractor.

- 1) Minimum of ONE AND ONE-HALF (1.5) 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, required actions and notifications, and the requirement for timely warning to the campus community;

AND,

- 2) Minimum of ONE (1) hour overview of the expectations of the University on topics such as the campus' safety and security mission, goals, objectives, organizational structure, providing service with *aloha* (a courteous and caring demeanor), campus jurisdiction, and geographical boundaries.

Adequate Existing Workforce. The Contractor shall have an adequate, existing workforce in place at the time of bid. FOUR (4) security officers who meet the minimum qualifications will be considered adequate. Use of a bid award to conduct recruitment of qualified personnel to fulfill the terms of the contract is not acceptable.

SERVICES REQUIRED

The Contractor shall provide ONE (1), or more if required, 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's Campus Security Department.

Note that on-site supervisory personnel is 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 Campus Security Department. Common assignments can include, but are not limited to, the following:

- 1) **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.
- 2) **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:

Violations of policies or procedures. Actions may include issuing a verbal or written warning or notice, and notifying designated campus officials.

Trespassers. Actions may include preventing the trespass 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.

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.

Code Blue Emergency Station Calls. Actions may include answering calls (which are initiated from Code Blue Emergency Stations and forwarded to the duty phone), assessing the emergency, summoning the appropriate emergency response agencies if needed, approaching the caller or victim (if safe to do so) in order to provide 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., relaying suspect information from the victim to the first response dispatcher).

Other 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.).

Campus Motorized or Food Patrols. Actions may include patrolling the campus utilizing a motorized vehicle; conducting a foot patrol in common areas that cannot support a motorized vehicle; or, conducting an internal walk-through of buildings.

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.

- 3) **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.
- 4) **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.
- 5) **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.

SCHEDULE OF SERVICES

The total man-hours per contract period (e.g., X hours per week multiplied by 4 weeks multiplied by 11 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.

For bidding purposes, the following is an approximate schedule for services for days of the week, hours of the day, and any exceptions to hours/dates of service.

Service Hours Required

WINDWARD COMMUNITY COLLEGE

Campus Location: 45-720 Kea'ahala Road, Kane'ohe, Hawai'i 96744

Campus administrator for contract: Brian Pactol, Vice Chancellor for Administrative Services

Contact for general field operations: Faye Chambers, Safety and Security Manager

Schedule and Hours: 2 shifts per week for a total of 43 hours per week to provide year-round coverage including holidays. The total amount of hours per year is calculated as follows:

43 hours per week x 4 weeks = 172 hours per month
172 hour per month x 11 months = 1,892 hours

Total Hours for Bid: **1,892 hours for the contract period**

Schedule breakdown:

Shift	Schedule	# Hours	# Guards on Post	Description of Duties
A	Friday and Saturday 7:00 a.m. to 3:30 p.m.	17	1	Campus patrol (either on foot or by motorized vehicle), escorts as needed, and other security-related tasks
B	Sunday and Tuesday 3:00 p.m. to 11:30 p.m.	26	1	

Note: If deemed necessary, requested service hours may need to be changed to the hours of 3:00 p.m. to 11:30 p.m.

CONTRACTOR RESPONSIBILITIES

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.

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 Campus Security Department 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.

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 Windward Community College. Such supervisory staff can be concurrently assigned to supervise other security guard personnel who are posted at other client sites. From time to time, the Campus Contract Administrators or designees may request an in-person conference which will be scheduled in advance unless urgent circumstances arise that would necessitate immediate supervisory attention.

Should a security guard not show for a shift – and, a field supervisor temporarily assumes shift duties until the arrival of a qualified replacement – the field supervisor will be expected to provide a physical presence on campus. Leaving the campus unattended, answering the duty-phone from an off-campus location will not be acceptable practice.

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 Windward 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.

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

- 1) IS-100.HE: Introduction to the Incident Command System for Higher Education
- 2) IS-700.a: National Incident Management System, An Introduction

Post Orders. The University has specific post orders which detail the expectations and duties of for 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.

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.

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.

- 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:
 - 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;
 - Protective items such as disposable masks, gloves, ear plugs;
 - 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.

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.

QUALIFICATIONS OF SECURITY GUARD PERSONNEL

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

General Experience and Professional Licensing Requirement. Security guard personnel assigned to the campus must have at least TWO (2) years of satisfactory, full-time security work experience; and, have a professional license issued by the State of Hawaii, Department of Commerce and Consumer Affairs – Professional and Vocational Licensing Division. To receive a professional license as a “guard” in the State of Hawaii, the person must be at least EIGHTEEN (18) years of age; and, must complete/pass all required training and screening requirements.

To work on this campus, the licensee must be in good standing with no open or pending investigations (or appeals) for professional license violations or discrepancies. A person who has applied for a professional license that is pending approval or pending other licensee screening processes will not be considered qualified.

Driving and Walking Capabilities. Security guard personnel assigned to the campus must possess a valid driver's license. Guard personnel must be capable of driving a cart (e.g. golf cart; gas or electric or similar motorized vehicle) in addition to a passenger motor vehicle as a part of their motorized patrol regimen. Additionally, guard personnel must also be capable of conducting foot patrols without accommodation for areas that have no vehicle access

Contractor is responsible for ensuring that the driving records of security guard personnel are void of excessive or repetitive violations that could negatively impact the operation of any motorized vehicles.

Skills, Knowledge, and Abilities. 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 such as phone and TWO (2)-way radio; be able to provide clear, unambiguous information or direction to others; effectively and efficiently compose duty logs, 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.

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.

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.

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.

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

Certificates 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:

- 1) First Aid/CPR (Cardio Pulmonary Resuscitation); and, where applicable, training on the use of an AED (Automated External Defibrillator);
- 2) Safety measures for blood borne pathogens;
- 3) Safety measures for operation of motorized vehicles (where applicable);
- 4) Federal Emergency Management Agency Independent Study Program courses on National Incident Management System and Incident Command System courses as listed below:
 - a. IS-100.HE: Introduction to the Incident Command System for Higher Education
 - b. IS-700.a: National Incident Management System, An Introduction
- 5) 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);
- 6) 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).

RESPONSIBILITIES OF CONTRACT SECURITY GUARD PERSONNEL

The responsibilities of security guard personnel are as follows:

- 1) 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.
- 2) Maintain a professional image in addition to a courteous, helpful demeanor at all times; communicate effectively and provide clear information and direction.
- 3) Be knowledgeable of and be able to tactfully and courteously convey, when necessary, the policies and procedures of the University.
- 4) 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.
- 5) Protect students, faculty, staff, visitors, and campus property by conducting vigilant patrol tours as assigned and prevent unauthorized persons from entering restricted areas.
- 6) Remain alert and observant of unauthorized activities, unsafe or hazardous conditions, and implement traffic/parking regulation.

- 7) Promptly report to or notify the designated campus personnel or law enforcement agencies of any acts, emergencies, incidents, or conditions that require immediate attention.
- 8) Maintain a daily log of activities and prepare concise, accurate, and clear incident reports utilizing computer-based software for which access shall be granted.
- 9) Remain flexible to handle other related duties as may be prescribed by campus personnel.

RESPONSIBILITIES OF THE FIELD SUPERVISOR

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

- 1) Ensure that contracted security guard posts/areas are continuously manned and that all means of communication are operational.
- 2) Provide timely support and technical assistance for contract security guard personnel when called upon.
- 3) 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 or Safety and Security Manager).
- 4) Be knowledgeable of and be able to collaborate on matters of policies and procedures of the University's Campus Security Department when necessary or called upon by contract security personnel or by campus officials.
- 5) 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.

PERFORMANCE MEASURES

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.

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.

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, and 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 Faye Chambers, Safety and Security Manager. Telephone (808) 235-7343 or email fchamb@hawaii.edu.

SPECIAL PROVISIONS

1. SCOPE

The Providing of Security Guard Services for the University shall be in accordance with the terms and conditions for IFB no. 19-0217 and the General Provisions date September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawai'i, 1400 Lower Campus Road, Room 15, Honolulu, Hawai'i, 96822 or the General Provisions may be viewed at: <http://www.hawaii.edu/oprpm/docs/GP0913.pdf>

2. AUTHORITY

IFB No. 19-0217 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 Faye Chambers – Safety and Security Manager, Campus Security Department-Windward Community College, telephone (808) 235-7343.

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 of Hawaii 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, after the initial period, during the life of the contract, the State of Hawai'i Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid to public officers and employees for 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.

5. 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 utilized by the University of Hawaii which adequately describes duties and functions of personnel who perform security guard services (classification effective January 1, 2019):

University Security Officer I (entry level): SR-14
Hourly Rate: \$18.38

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

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. SITE INSPECTION

Each bidder shall visit the site and examine the conditions of same and be aware or satisfied as to physical condition and environment in relation to the terms and conditions of the bid specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling the Technical Representative on any normal working day, Monday through Friday, after 9:00 a.m., but not later than 4:00 p.m. (excludes recognized holidays and administrative leave days).

9. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for the period commencing on the date designated in the Notice to Proceed (on or around January 14, 2019) through November 14, 2019, and the unit price bid shall remain firm for the term of the contract. Furthermore, the University may terminate the contract at any time upon NINETY (90) days prior written notice.

10. 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.

11. ESCALATION CLAUSE

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

12. LICENSING AND LEGISLATED REQUIREMENTS

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

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

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

13. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified services. The bidder must also have the requisite experience, appropriate forms of insurance and proper licenses.

The University reserves the right to disqualify any bidder, if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide such services. The Contractor will be responsible for submitting all supportive documentation prior to award.

If, in the opinion of the University, the Contractor fails to demonstrate the ability to meet or perform the requirements of the contract, the campus may award the contract to the next qualified bidder.

14. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.

Contractor shall also maintain motor vehicle no-fault insurance in the amounts required by and in accordance with the laws of the State of Hawai'i.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawai'i, Director of Office of Procurement and Real Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawai'i is added as an insured as respects operations performed for the University of Hawai'i."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the acceptance of contract award, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefore on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks, which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance should not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

15. PAYMENT

The Contractor shall be remunerated monthly after acceptable performance for the actual number of hours services are requested, provided, and verified by the campus. The Contractor shall submit an original and TWO (2) copies of a properly executed invoice for the work performed the previous month by the TENTH (10th) of each month to the appropriate administrative services office of each campus:

Windward Community College
45-720 Kea'ahala Road
Kane'ohe, Hawai'i 96744
Attn: Business Office, Alaka'i 114

16. 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.

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. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, Hawai'i Revised Statutes, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Further information is available from the Campaign Spending Commission at www.Hawaii.gov/campaign or at (808) 586-0285.

18. UNIVERSITY POLICIES

Contractor's personnel shall comply with established University policies in regards to Policy on Consensual Relationships, Interim Policy and Procedure on Sex Discrimination and Gender-Based Violence, Workplace Non-Violence, and Illegal Drugs, Alcohol and Substance Abuse. The University reserves the right to require the Contractor to remove personnel from servicing University accounts, subject to applicable employment laws. The University will not tolerate objectionable or inappropriate behavior. Please refer to <http://www.hawaii.edu/policy> for the following UNIVERSITY policies:

- Policy on Consensual Relationships (Executive Policy E1.203)
- Interim Policy and Procedure on Sex Discrimination and Gender-Based Violence (Executive Policy E1.204)
- Workplace Non-Violence (Executive Policy E9.210)
- Illegal Drugs, Alcohol and Substance Abuse (Executive Policy E11.201)

Windward Community College Campus Map

