

REQUEST FOR PROPOSALS (RFP) NO. 20-0661
TO PROVIDE
PARKING AND TRANSPORTATION MANAGEMENT CONSULTING SERVICES
FOR
THE UNIVERSITY OF HAWAII COMMUNITY COLLEGES
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

JANUARY, 2020

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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University of Hawaii, Honolulu, Hawaii

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TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP
PACKAGE.**

NOTICE TO OFFERORS

PROPOSAL FORMS for Request for Proposal (RFP) No. 20-0661, Parking and Transportation Management Consulting Services for the University of Hawaii Community Colleges, will be available from and received at the OFFICE OF PROCUREMENT MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, no later than **4:30 p.m.**, March 2, 2020. Proposals received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the RFP 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 Shawn Richey, (808) 956-7977.

David Lassner

President, University of Hawaii

Posting Date: January 29, 2020

Vendors downloading the RFP shall be responsible for notifying the Procurement Specialist, Shawn Richey (Email: richeys@hawaii.edu; Fax: [808] 956-2093) so that the name, address, phone number, fax number, and email address of the vendor can be listed on the University's register for the purpose of notification of amendments to the RFP which are issued.

NOTICE TO OFFERORS

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:

\$21.5 million – general freight trucking, local.
\$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:

\$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.

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the University of Hawaii to solicit proposals from Offerors who wish to be considered for the Parking and Transportation Management Consulting Services provider for the University of Hawaii Community Colleges. This RFP seeks to establish a contract with a single, reputable, vendor that can assist the University of Hawaii Community Colleges in the development of innovative, scalable, parking facilities and parking management plans.

Successful management of parking resources across the Community College System is critical to the success of business operations. Students, faculty, staff and on-site vendors all rely on the parking resources in place. Each of the seven campuses, located on FOUR (4) islands are responsible for maintaining their own parking maintenance and planning, with very little consistency or collaboration between each campus' approach. As a result, long-range planning, system integrations, and the implementation of new technology has been challenging. The University of Hawaii recently awarded a system-wide contract for parking equipment and technology that it hopes to incorporate into each of the campuses.

Campuses include:

Hawaii Community College: 1175 Manono St, Hilo, HI 96720
Maui College: 310 W Kaahumanu Ave, Kahului, HI 96732
Kapiolani Community College: 310 W Kaahumanu Ave, Kahului, HI 96732
Honolulu Community College: 874 Dillingham Blvd, Honolulu, HI 96817
Windward Community College: 45-720 Keaahala Rd, Kaneohe, HI 96744
Leeward Community College: 96-045 Ala `Ike, Pearl City, HI 96782
Kauai Community College: 3-1901 Kaumualii Hwy, Lihue, HI 96766

It shall be understood by Offerors submitting proposals for consideration that this solicitation, if awarded a contract, may require travel to each of the University of Hawai'i Community Colleges throughout the state. All travel arrangements and expenses of the Contractor shall be the sole cost of the Contractor. Contractors shall take travel costs into consideration as they develop estimated costs and fees for their services which shall be included and inclusive of their overall fee proposal.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapter 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a

valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement Management.

RFP Posting Date	<u>January 29, 2020</u>
Closing Date for Submission of Questions	<u>February 7, 2020</u>
University Response to Offerors' Questions	<u>February 18, 2020</u>
Closing Date for Receipt of Proposals	<u>March 2, 2020</u>
Initial Evaluation Period	<u>March 3 – March 17, 2020</u>
Discussions	<u>To be determined (if necessary)</u>
BAFO	<u>To be determined (if necessary)</u>
Contractor Selection and Award	<u>To be determined</u>
Contract Effective Date	<u>To be determined</u>

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions in writing to the issuing officer. The deadline for submission of written questions is **4:30 p.m. HST, on February 7, 2020.**

Offerors may call the Issuing Officer, Shawn Richey, at (808) 956-7977 for questions regarding the content of the work specifications.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit an original hard copy and ONE (1) electronic copy (on USB Flash Drive) of the proposal. The electronic copy shall contain the same information as printed on the hard copies. Proposals shall be received by the Office of Procurement Management, University of Hawaii, no later than **4:30 p.m. HST, ON March 2, 2020.** Any proposal received after this date and time shall be rejected.

Proposals shall be mailed or delivered in sealed envelope or package to the following address:

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

The outside cover of the package containing the proposal shall be marked as follows:

Office of Procurement Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
RFP No. 20-0661, PARKING AND TRANSPORTATION MANAGEMENT
CONSULTING SERVICES
(Name of Offeror)

1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- 1) The proposal shows any non-compliance with applicable law.
- 2) The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- 3) The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- 4) The Offeror is barred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Karlee Hisashima, Interim Director of the Office of Procurement Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual below is the Technical Representative of the Procurement Officer:

Brian Pactol,
Director, Auxiliary and Commercial Enterprises
Office of the Vice President for Community Colleges
Telephone: (808) 956-5155 (fax provided upon request)

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Shawn Richey, Purchasing Manager
Office of Procurement Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Telephone: (808) 956-7977 (fax provided upon request)

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the

disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the Closing Date for Receipt of Proposals.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, **prior to the University's Notice to Proceed** unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 OVERVIEW OF THE SCOPE OF WORK

The goal of the University of Hawai'i Community Colleges is to find a consultant that can provide expertise, guidance and support in developing innovative campus parking programs that will operate efficiently, meet the needs of individual campuses while taking into consideration the financial viability of each campus operation. Interested companies will be required to demonstrate their proven track record of working with public institutions of higher education to develop successful parking operations and management services.

The University desires to partner with a Contractor that can provide:

- Assessments of the existing infrastructure, traffic flow patterns, and operations for the various community college campuses.
- Analysis, recommendations and cost projections for improvements to and maintenance of existing resources.
- Development of management plans, designs and reports to provide better engagement and understanding amongst Community College stakeholders.

Consultants will be required to review and utilize the existing (attached to the public posting as ATTACHMENT 1) University contract for parking solutions equipment in developing their proposals. Any and all equipment recommendations from consultants shall first come from the list of products already procured by the University. Any other type of equipment recommended in a vendor's proposal, that cannot be performed by equipment listed in the University's existing contract for parking solutions, shall be clearly stated as such for consideration by the University in evaluating proposals to provide services.

2.2 MINIMUM REQUIREMENTS

Offerors shall have a minimum of FIVE (5) years' experience in providing parking consultant services.

Interested companies shall submit at least three project references specific to public community college (or equivalent) institutions of higher education. The referenced corporations or universities should be similar in size to the University of Hawaii and include:

- a. The project name, contact information for project lead (Exhibit G) and scope of consulting work provided to the client.
- b. Project work program, staffing plan, time schedule, fees and deliverables
- c. provided.

2.3 STATEMENT OF WORK (TECHNICAL SPECIFICATIONS)

The University of Hawaii's goal is to award a contract to ONE (1) firm that will be required to develop a comprehensive management plan and parking solution for each UH Community College campus taking into consideration the following:

1) Assessment of Parking Inventory

Interested companies shall include in their proposal how they intend to accomplish the following Contractor responsibilities. The approach shall include itemized estimated cost, as well as an estimated time line (number of days/months) for each activity:

- a) Assessment of each UH Community College campus and their satellite operations for current and future parking inventory. This shall include age assessments of parking areas and lots to determine the useful life of each parking area/location by campus and provide an analysis of the cost to maintain/resurface/replace parking areas/locations and lots over the next 5-10 years.
- b) Analysis of technology available through University contract for parking solutions equipment, including recommendations on how to best utilize all available resources under that contract to efficiently run operations.
- c) Analysis of current industry trends and technology in the marketplace, including recommendations on value added technology and equipment not currently available to the University.
- d) Assessment of ingress/egress traffic flow patterns from roadway entrances and exits for the optimal placement of gates, ingress/egress of alternative transportation (bus, rail, carpool, bicycle, etc), and to determine and provide recommendations and plans for an optimal traffic flow pattern throughout the entire campus footprint to improve safety, reduce congestion, and optimize the use of the limited parking areas.

2) Assessment of Parking Policy

Interested companies shall include in their proposal how they intend to accomplish the following Contractor responsibilities. The approach shall include itemized estimated cost, as well as an estimated time line (number of days/months) for each activity:

- a) Conduct a site survey of each campus to collect data with regard to the processes and operations of parking facilities and programs to prepare a report outlining existing conditions and recommendations for improvement with regard

to customer orientation, budget, parking assignment, enforcement, permitting, revenue control, special events parking management, the use of technology, and staffing.

- b) Assessment of current parking facilities fee and fine structures of the University of Hawai'i for each community college campus in order to provide analysis and recommendation on the impact to operations and program financial sustainability, as well as identifying the needs for major repair and replacement projects.
 - c) Development of a campus community engagement plan to facilitate better understanding of the unique culture of each campus and their commuting and transportation needs, as well as the necessity to self-fund parking operations.
 - d) Analysis of the industry including current and projected trends, industry best practices for managing parking operations and how these best practices can improve existing policy and bring measurable benefits to the University.
- 3) Conceptual Designs and Management Plan

Contractor shall provide two map designs/plans for each campus. One to include the total current parking count by location and include visual recommendations on how best to manage the inventory given the University's current policies. The 2nd will incorporate recommendations for parking inventory improvements and proposed/revised University policies. Offerors shall submit with their proposal one sample map for Leeward Community College and Honolulu Community College that demonstrates their design and mapping capabilities.

Contractor shall provide a detailed Management Plan for each campus and system-wide administration from ideation to realization. Offeror shall include in their proposal a Management Plan outline which demonstrates how they will accomplish this Contractor responsibility and a narrative of how these plans will support an innovative and sustainable business model.

Sample Map designs and the Management Plan Outline should complement the recommendations given in the assessment of parking inventory and policy. Offeror's shall provide a narrative for each deliverable under this section that explains how their approach aligns with the goals and intent of this RFP.

4) Qualifications and Experience

Offerors shall provide a narrative for each of the projects referenced as required in Section 2.2, MINIMUM REQUIREMENTS. In addition to the information required by 2.2 each narrative shall describe the Offeror's experience working with Public IHE parking operations or equivalent and working with multi-campus public institutions. The narrative shall highlight how the Offeror approached and addressed timeline and budget constraints for each project.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

- Proposal Letter (Appendix A)
- Approach (Appendix B)
- Fee Schedules and Timelines (Appendix C)
- Map Designs and Narratives (Appendix D)
- Management Plan Outline and Narrative (Appendix E)
- Project Narratives (Appendix F)
- References (Appendix G)

3.2 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully-executed proposal letter shall be submitted along with the proposal.

3.3 APPROACH (Appendix B)

Offeror shall submit with its proposal its approach to the assessment of parking inventory, assessment of parking policy, and transportation/traffic flow analysis as outlined in the Scope of Work. This appendix shall clearly address all of the activities requested by the University. The fee proposals and timelines for each approach shall be included in Appendix C.

3.4 FEE SCHEDULES AND TIMELINES (Appendix C)

Offeror shall submit with its Proposal the estimated timelines (number of days/months) and itemized costs of each activity required under Section 2, STATEMENT OF WORK of the RFP. Design and/or management plan fees shall be included in this section with a written explanation of the deliverables associated with each fee (if applicable).

Price proposals shall be deemed firm but may include any assumptions of the Offeror and how those assumptions could affect costs and or timeline.

Offeror shall include an hourly rate schedule for all positions proposed in meeting the needs of the University under this RFP. These hourly rates shall be honored for all additional work required by the University but within the scope of the resulting contract, as amended.

3.5 MAP DESIGNS AND NARRATIVES (Appendix D)

Offeror shall submit with its proposal a sample map of Honolulu Community College and Leeward Community College campus' total current parking count that demonstrates their design/mapping capabilities. Additionally, the Offeror shall include a narrative for each map submitted that demonstrates their ability to support the intent and requirements of the RFP.

The confidential elements submitted under this appendix shall not be shared, distributed or used for any purposes other than evaluation unless expressly agreed upon in writing. See Section 5.8 MAPS/DESIGNS, for additional requirements.

3.6 MANAGEMENT PLAN OUTLINE AND NARRATIVE (Appendix E)

Offeror shall submit with its Proposal a Management Plan Outline which demonstrates their innovative and sustainable approach to managing the services and implementations recommended in response to the RFP. Additionally, the outline shall include a narrative which explains how their Management Plan aligns with the intent of this RFP and ensures the goals of the University will be met.

3.7 PROJECT NARRATIVES (Appendix F)

Offeror shall submit with its Proposal a narrative for each of the project references required by Section 2.2, MINIMUM REQUIREMENTS. The narratives shall meet the requirements of Section 2.2 and 2.3(4).

3.8 REFERENCES (Appendix G)

Offerors shall provide a minimum of THREE (3) references, to include those provided in Appendix F, who can attest to the reliability of the Offeror's service and personnel.

Offeror's shall furnish the names of reference colleges or universities, addresses, phone numbers, email addresses and contact persons. The University reserves the right to contact the references for additional information.

3.9 SAMPLES OF WORK

Upon request by the University, Offerors shall provide samples of the work performed for other colleges and universities. Samples will not be returned.

3.18 OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

The following checklist is provided to assist the Offeror in submitting the appropriate documents with their proposals:

1. _____ Business Classification Certification Statement.
2. _____ Appendix A, Proposal Letter (if applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president).
3. _____ Appendix B, Approach.
4. _____ Appendix C, Fee Schedules and Timelines.
5. _____ Appendix D, Map Designs and Narratives.
6. _____ Appendix E, Management Plan Outline and Narrative.
7. _____ Appendix F, Project Narratives.
8. _____ Appendix G, References.

SECTION 4 CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. The Contract will be awarded to the Offeror whose proposal is determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

Proposals will be examined for quality of recommendations to determine the effectiveness of the proposal in meeting University requirements including, but not limited to, the proposal's responsiveness to all specifications, quality of the Offeror's products or services, ability to perform the services, and general responsibility as evidenced by past performance. Price and discounts, although a factor, will not be the sole determining factor in award of the contract.

4.1 REVIEW OF MINIMUM REQUIREMENTS

In order to be considered for evaluation, a submitted proposal must be complete and meet all required components covered in this section and section 2.2 minimum requirements.

The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Failure to meet the minimum requirements may be grounds for deeming the proposal non-responsive to the RFP and rejection of the proposal. Only those proposals meeting the minimum requirements will be considered for evaluation.

Proposals must contain complete information and meet the intent specified in the following Sections/Appendices:

1. Section 2.2, Minimum Qualifications of Offer.
2. Appendix A, Proposal Letter.
3. Appendix B, Approach.
4. Appendix C, Fee Schedules and Timelines.
5. Appendix D, Map Designs and Narratives
6. Appendix E, Management Plan Outline and Narrative.
7. Appendix F, Project Narratives.
8. Appendix G, References.

4.2 EVALUATION PROCESS

A committee will conduct an Initial Evaluation of all proposals which meet the minimum requirements and will collectively score each proposal submitted.

The Initial Evaluation shall be conducted based on the criteria set forth below in Section 4.3, INITIAL EVALUATION. Each individual on the evaluation committee will provide scores for each qualifying Offeror. The combined score of all evaluation committee members shall represent the Offeror's Initial Evaluation score.

The University may elect to award a contract to the Offeror with the highest Initial Evaluation score. Therefore, an Offeror's proposal should contain the Offeror's best terms from a cost and performance standpoint.

If an award is not made to the Offeror with the highest Initial Evaluation score, Offerors with the highest Initial Evaluation scores shall be named as "priority listed Offerors" and proceed to discussions for clarifications, the University reserves the right to issue an addendum to clarify initial evaluations or to initiate a Best and Final Offer (BAFO).

4.3 INITIAL EVALUATION

The committee will evaluate and score each proposal submitted based on the following criteria:

- | | | |
|----|--|--------------------------|
| 1. | Pursuant to Section 3.7, Project Narratives and Section 3.8, References, the Offerors Demonstrated experience and track record of work completed will be evaluated as follows: | 20 points maximum |
| | Demonstrated experience working with Community College IHE parking operations or equivalent. | 10 points |
| | Experience working with multi-campus institutions. | 5 points |
| | Track record of project scope of work completed on time and within budgetary constraints. | 5 points |
| 2. | Pursuant to Section 3.3, 3.5 - 3.6 the Offeror's concept, approach and planning will be evaluated as follows: | 30 points maximum |

	Proposed approaches demonstrate that the Offeror will meet and exceed the requirements of the University and its campuses.	10 points
	The approaches, sample designs and management plan outline show a thorough understanding of the deliverables being requested.	10 Points
	The sample maps and management plan outline and narratives demonstrate the Offerors ability to meet and exceed the requirements of the University.	10 points
3.	Pursuant to Section 3.4, fees schedule and timeline, the Offerors financial considerations will be evaluated as follows:	30 points maximum
	Costs and timelines represent a clear understanding of the project parameters and University needs.	15 points
	Initial fee schedules for all Contractor responsibilities of Section 2, STATEMENT OF WORK.	15 points
	The lowest proposed price shall receive the highest score. All higher priced proposals shall receive a score based on the following formula.	
	Lowest price proposal X maximum points / Offeror price proposal.	
4.	Pursuant to Section 3.3-3.8, the Offeror's understanding of, and ability to provide the services desired by the University will be evaluated as follows:	20 points maximum
	Proposal demonstrates the ability to assess and create a unique business model that fits	5 points

each campus respectively.

Proposal demonstrates and incorporates “green” and other sustainable principles.	5 points
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Proposal incorporates the University Parking Solutions Equipment Contract offerings into the implementation and planning. Proposal aligns recommendations with industry and technology trends.	5 points
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Offeror provides a wide range of products, solutions and recommendations that fit the needs of the University and its campuses.	5 points
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TOTAL POSSIBLE POINTS = 100 POINTS MAXIMUM

4.4 BEST AND FINAL OFFER (BAFO)

Priority listed Offerors shall submit their BAFO only if it is requested and only after discussions. The date and time of discussions and to submit the BAFO shall be announced in an addendum issued only to the priority listed Offerors. If the Offeror does not submit a notice of withdrawal or a BAFO, the Offeror’s immediate previous offer shall be construed as its BAFO.

The BAFO will be evaluated by the Evaluation Committee as described in the addendum, taking into consideration the Initial Evaluation.

4.5 AWARD

Award of contract, if awarded, shall be made to the Offeror receiving the highest weighted score.

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Request for Proposals (RFP) for Parking and Transportation Management Consulting Services shall be in accordance with the terms and conditions of RFP No. 20-0661, and the attached Federal Provisions 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:

<http://www.hawaii.edu/oprpm/docs/GP0913.pdf>

Contractor shall furnish all equipment, personnel, labor and materials necessary to expeditiously and efficiently provide the services and solutions as specified in the Contract. Contractor shall honor services and solutions offered in response to this RFP. All such services and products shall be furnished to the University in accordance with the terms and conditions of the Contract or any amendments made thereto.

Upon request of the University, Contractor shall make available for inspection, at the University site, complete copies of its past and current financial statements and audits. Contractor shall be responsible for any costs or fees which may be required for copies of such documents.

Contractor shall obtain the required permits and licenses to provide the services specified in the Contract. All services performed by Contractor shall be in full compliance with applicable federal, state and local laws, ordinances and regulations.

Upon termination or expiration of the Contract, Contractor shall to the best of its ability, accommodate all reasonable requests from the University for assistance, as well as information and services, to insure timely and accurate continuity of service for the University.

5.2 UNIVERSITY CONFIDENTIAL DATA

Contractor shall treat all information provided by the University in the course of the RFP evaluation as confidential. Contractor shall not sell, trade, give away or otherwise share any information provided by the University.

5.3 REFERENCES

The University reserves the right to contact the references named in REFERENCES (APPENDIX G), and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

5.4 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.5 TERM OF CONTRACT

The initial term of this contract shall be for TWO (2) years commencing from the date designated in the Notice to Proceed. Thereafter, the contract may be renewable ONE (1) year at a time, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date without the necessity of rebidding. All fees and costs remain the same or lower than the initial bid price.

5.6 PAYMENT

Payment by the University shall be subject to the terms and conditions of this contract. The Contractor shall be remunerated monthly upon satisfactory completion of services, and upon submission of a properly executed original billing statement and ONE (1) copy, indicating the contract number, to the Auxiliary and Commercial Enterprises, Office of the Vice President for Community Colleges, University of Hawai'i, Bachman Hall 207, 2444 Dole Street Honolulu, HI 96822.

5.7 CONFIDENTIAL INFORMATION

Offeror shall designate in writing those portions of the unpriced proposal that contain designated trade secrets or other proprietary data that are to remain confidential. The material designated as confidential shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

5.8 MAPS/DESIGNS

In addition to hard copies, all maps and or designed submitted in response to this RFP or any subsequent contract, shall be in CADD and/or an electronic file in a non-proprietary, vector-based EPS file format that can be opened in programs such as Adobe Illustrator or similar. Drawings and designs shall be considered confidential and proprietary to each Offeror to the extent allowed under Chapter 92F, HRS.

5.9 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.

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

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

Auto Liability Insurance – Contractor shall obtain Auto Liability Insurance covering all owned, non-owned, and hired autos with coverage not less than \$1,000,000.00 per occurrence for Bodily Injury (per person); not less than \$1,000,000.00 per occurrence for Bodily Injury (per accident); and not less than \$1,000,000.00 per occurrence for Property Damage. The required limits of insurance may be provided by a single policy or with a combination of primary and excess policies.

Contractor agrees to deposit with University, on or before the effective date of this contract, 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 therefor 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 the 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 shall not be construed to limit Contractor's liability hereunder nor 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.

5.10 PATENT INDEMNIFICATION

- a. The Contractor shall be required to and shall hold the University and its duly authorized representatives harmless against all demands, claims, actions or liabilities arising from the use of any article, process or appliance covered by letters, patents or copyrights used in connection with the contract. Any royalties due or becoming due for use of the article or process shall be paid by the Contractor and shall be deemed to be included within the bid amount and contract price.
- b. The Contractor shall defend, at its own expense, any action brought against the University, to the extent that it is based on a claim of infringement and that the Contractor will pay those costs and damages finally awarded against the University in any such action which are attributable to any such claim, but such defense and payments are conditioned by the following:
 1. That the Contractor shall be notified properly, in writing, by the University of any notice of such claim;
 2. That the Contractor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and
 3. Should the article, process or appliance become, or in the Contractor's opinion be likely to become, the subject of a claim of infringement, that the University shall permit the Contractor, at its own expense, either to procure for the University the right of continued use, or replace or modify the same so that they become non-infringing, or remove the article or appliance or discontinue the process.

5.11 WORKERS' COMPENSATION

To the extend required by Hawaii law, the Contractor shall provide adequate statutory workers' compensation insurance for all labor employed in performing services under

this contract, and the cost of the workers' compensation insurance shall be included in the proposal price. For purposes of Chapter 386, HRS, workers' compensation.

5.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.13 CANCELLATION OF RFP

The University reserves the right to cancel the RFP when in the University's opinion, such cancellation is in the best interest of the University.

5.14 LITIGATION

To the best of its knowledge, the Contractor, its officers, directors, stockholders, agents, or employees are not subject to, or threatened by, any litigation or administrative proceeding before any court or administrative body that would have a material adverse effect on the Contractor's ability to perform under the contract.

5.15 CONFLICTS OF INTEREST

The Contractor, its officers, directors, stockholders, agents, or employees shall have no conflict of interest which impairs the Contractor's ability to fully perform the duties and responsibilities under the contract.

5.16 NEGOTIATIONS

If the University finds that it would be in the University's best interest to reduce or expand the scope of work, the successful Offeror may be required to enter into negotiation sessions for contract terms prior to entering into a formal contract.

5.17 CONFLICTS

This RFP, together with the successful offeror's proposal, shall become part of the terms and conditions of the resulting contract, provided that in the event of any conflict between the terms of this RFP and the proposal, this RFP shall control

5.18 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.

5.19 REJECTION OF CONTRACTOR'S EMPLOYEES

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

5.20 LAWS, ORDINANCES, STATUTES, AND REGULATIONS

The Contractor shall comply with all laws, ordinances, statutes, and regulations pertaining to collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorization as may be required.

5.21 COORDINATION OF WORK

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

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

Presently, there are no wage rates for public employees performing work similar to that required in the contract. In the event wage rates for public employees performing similar work are established during the term of the contract, the University extends to the Contractor the right to request adjustments to the contracted price based on the wage rate increase to wage rates for public employees performing similar work subsequent to bid opening, provided the request is made in writing to the University. The University shall consider and approve those requests, provided the Contractor designates in bid form that the work his employees are to perform under this contract is similar to that performed by public employees, and provided further, that the Contractor documents to the satisfaction of the University, that he has paid his employees doing similar work during the period of the contract prior to the request. If any additional compensation reflecting changes to the prevailing wages is approved by the University, the University shall issue a modification to the contract.

5.23 ESCALATION CLAUSE

Until public employee wage rates are established for employees performing similar work, the Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days' prior to contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Hawaii Consumer Price Index [for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average], in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

If, during the life of the contract, wage rates for public employees performing similar work are established, price adjustments shall henceforth be allowed in sole accordance with SPECIAL PROVISION 5.22, PRICE ADJUSTMENTS BASED ON THE INCREASE TO WAGE RATES FOR PUBLIC EMPLOYEES PERFORMING SIMILAR WORK.

**APPENDIX A
PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) to Provide Parking and Transportation Management Consulting Services, University of Hawaii, Honolulu, Hawaii, RFP No. 20-0661, for which prices shall be negotiated.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror	Date
Authorized Signature (original)(Typed Name)	Title
Street Address	Email Address
City, State, Zip Code	Telephone No.
Social Security OR Federal Tax Payer ID No.	Fax No.
Remittance Address (if different from street address)	Hawaii General Excise Tax License No.
City, State, Zip Code	
Location of Offeror's Plant	
Offeror is: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation* <input type="checkbox"/> Joint Venture	
State of Incorporation: <input type="checkbox"/> Hawaii <input type="checkbox"/> Other:	
Is Corporate Seal Available In Hawaii: <input type="checkbox"/> Yes** <input type="checkbox"/> No	

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

APPENDIX B APPROACH

Pursuant to RFP Section 3.3, Offeror shall submit its approach to the assessment of parking inventory, assessment of parking policy, and transportation/traffic flow analysis as outlined in the Scope of Work.

APPENDIX C
FEE SCHEDULES AND TIMELINES

Pursuant to RFP Section 3.4, Offeror shall submit with its Proposal the estimated timelines (number of days/months) and itemized costs of each activity proposed in response to the RFP.

APPENDIX D
MAP DESIGNS AND NARRATIVES

Pursuant to RFP Section 3.5, Offeror shall submit with its proposal a map Honolulu Community College and Leeward Community Colleges' total current parking count by location and a visual recommendation and narrative for any change.

APPENDIX E
MANAGEMENT PLAN OUTLINE AND NARRATIVE

Pursuant to RFP Section 3.6, Offeror shall submit a Management Plan Outline which demonstrates their innovative and sustainable approach to managing the services and implementation recommendations.

**APPENDIX F
PROJECT NARRATIVES**

Pursuant to RFP Section 3.7, Offeror shall submit a narrative for each of the project references required by Section 2.2, MINIMUM REQUIREMENTS.

**APPENDIX G
REFERENCES**

Indicate below a listing of at least THREE (3) references who can attest to the reliability of the Contractor’s service and personnel. The University reserves the right to contact the references for additional information.

	<u>Client</u>	<u>Address</u>	<u>Person to Contact and Phone Number</u>
1.			
2.			
3.			
4.			
5.			