

CALL FOR OFFERS (CFO)  
TO PROVIDE  
LAUNDRY SERVICE CONCESSIONS  
FOR  
UNIVERSITY OF HAWAI'I AT MĀNOA  
STUDENT HOUSING SERVICES HONOLULU, HAWAII

CFO 20-1145

MAY 2020

Issued by  
UNIVERSITY OF HAWAI'I AT MĀNOA  
HONOLULU, HAWAI'I

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## NOTICE TO OFFERORS

OFFER FORMS to Provide Laundry Service Concessions for the University of Hawaii at Manoa, Honolulu, Hawaii will be available from and received at the UNIVERSITY OF HAWAII AT MANOA, OFFICE OF PROCUREMENT MANAGEMENT, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, and must be submitted no later than 2:30 p.m. HST, **Wednesday, June 10, 2020** Offers received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request a copy of the Call for Offers 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.

Inquiries regarding technical and operational requirements may be directed to Shawn Kyono at (808) 956-4004 or by email to: [skyono@hawaii.edu](mailto:skyono@hawaii.edu).

Direct all solicitation related questions to Shawn Kyono at (808) 956-4004 or by email to: [skyono@hawaii.edu](mailto:skyono@hawaii.edu).

Advertised: HANDS

Issued: May, 2020

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 INTRODUCTION**

This is a Call for Offers (CFO) issued by the University of Hawaii at Manoa to solicit Offers from interested individuals and firms who wish to be considered to provide Laundry Service Concessions for Student Housing Residence Halls at the University of Hawaii at Manoa, Honolulu, Hawaii.

The University of Hawaii at Manoa (UNIVERSITY) Laundry Service Concession contract liaison will be responsible for ensuring that the CONTRACTOR meets and maintains all the requirements of the contract.

### **1.2 AUTHORITY**

This CFO is issued under the provisions of the Hawaii Revised Statutes, Section 304a-105(c). All prospective CONTRACTORS are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed Offer by any prospective CONTRACTOR shall constitute admission of such knowledge on the part of such prospective CONTRACTOR.

### **1.3 CFO ORGANIZATION**

This CFO is organized into the following sections:

Section 1 - Administrative Overview: Provides OFFERORS with general information on the objectives of this CFO, concession schedule, and concession overview.

Section 2 - Scope of Services: Provides OFFERORS with a general description of the concession rights being provided and delineates UNIVERSITY and CONTRACTOR responsibilities.

Section 3 - Offer Requirements: Describes the required format and content for the OFFEROR'S Offer.

Section 4 - Criteria to Evaluate Offers: Describes how Offers will be evaluated by the UNIVERSITY Section 5 - Special Provisions: Provides OFFERORS the terms and conditions under which the concession will be operated.

#### 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 of Housing:

DESCRIPTION	DATE	DATE
CFO Issued	05/08/2020	--
Pre-Offer Conference and Site Visits (Optional)	05/15/2020	--
Closing Date for Submission of Questions	05/22/2020	--
University Response to Questions	06/01/2020	--
Closing Date for Receipt of Offers	06/10/2020	--
Offer Review Period	06/11/2020	06/18/2020
Contractor Selection	06/19/2020	--
Contract Start Date	07/01/2020	--
Equipment Installation	07/01/2020	07/31/2020
All Services shall be Available No Later Than	08/01/2020	--

#### 1.5 SUBMISSION OF QUESTIONS

OFFERORS may submit questions via email to the Issuing Officer. Please refer to Section 1.9 ISSUING OFFICER. The deadline for submission of written questions is 4:30 p.m., HST, on May 22, 2020.

OFFERORS may call the Technical Representative for questions regarding the content of the work specifications. Please refer to Section 1.10 TECHNICAL REPRESENTATIVE.

#### 1.6 SUBMISSION OF OFFERS

OFFERORS shall submit an original plus TWO (2) copies of the Offer, and ONE (1) electronic file of the Offer. Offers shall be received by the University of Hawaii at Manoa, Office of Procurement Management **no later than 2:30 p.m., H.S.T. on June 10, 2020**. Any Offer received after this date and time shall be rejected.

Offers shall be mailed or delivered to:

Office of Procurement Management  
Attention: John Vedder  
University of Hawai'i  
1400 Lower Campus Road, Room 15  
Honolulu, Hawai'i 96822

The outside cover of the package containing the Offer shall be marked:

Office of Procurement Management  
Attention: John Vedder  
University of Hawai'i  
1400 Lower Campus Road, Room 15 Honolulu, Hawai'i 96822

CFO to Provide Laundry Service Concessions for University of Hawaii at Manoa,  
Honolulu, Hawaii

(Name of Offeror)

1.7 **COSTS FOR OFFER PREPARATION**

Any costs incurred by OFFEROR in preparation or submitting an Offer shall be the OFFEROR'S sole responsibility.

1.8 **DISQUALIFICATION OF OFFERS**

- A. The UNIVERSITY reserves the right to consider as acceptable only those Offers submitted in accordance with all requirements set forth in this CFO and which demonstrate an understanding of the scope of the concession. Any Offer containing any other set of terms and conditions contradictory to those included in this CFO, may be disqualified without further notice.
- B. An OFFEROR may be disqualified, and the Offer automatically rejected for any one or more of the following reasons:
  - 1. The Offer shows any noncompliance with applicable law.
  - 2. The Offer is conditional, incomplete, or irregular in such a way as to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
  - 3. The Offer has any provision reserving the right to accept or reject award, or to enter into an agreement

pursuant to an award, or provisions contrary to those required in the CFO.

1.6 PROCUREMENT OFFICER

This CFO 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.

1.7 ISSUING OFFICER

This CFO is issued by the University of Hawaii at Manoa, Office of Procurement Management. The individual listed below is the Issuing Officer and official contact for all communication regarding this CFO:

John Vedder, Procurement Specialist  
Office of Procurement Management  
University of Hawai'i  
1400 Lower Campus Road, Room 15  
Honolulu, Hawai'i 96822  
Telephone: (808) 956-8687  
Facsimile: (808) 956-2093

1.8 TECHNICAL REPRESENTATIVE / CONTRACT LIAISON

The individual listed below is the designated Technical Representative and Contract Liaison between the CONTRACTOR and the UNIVERSITY:

Shawn Kyono, Associate Director  
Student Housing Services  
University of Hawaii at Manoa  
2569 Dole Street  
Honolulu, HI 96822  
Telephone: (808) 956-4004  
Email: [skyono@hawaii.edu](mailto:skyono@hawaii.edu)

1.9 CFO AMENDMENTS

The UNIVERSITY reserves the right to amend the CFO any time prior to the closing date for Offers.

1.10 CFO SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All Offers 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 SERVICES**

### **2.1 PURPOSE**

The purpose of this Call for Offers (CFO) is to enter into an agreement with a CONTRACTOR to provide Laundry Service Concessions for the University of Hawaii at Manoa Student Housing Services Residence Halls in accordance with such policies that may be promulgated by the University of Hawaii, rules and regulations of the Department of Health, State of Hawaii, City & County of Honolulu Uniform Fire Code and other codes and ordinances for the proper operation and maintenance of the laundry service facilities.

The CONTRACTOR shall provide, install, and service all laundry equipment as listed in Appendix A, in the University of Hawaii at Manoa, Student Housing Residence Halls. Equipment shall be maintained in good “operating condition” which shall be defined as the condition necessary for the equipment to perform the UNIVERSITY’s scheduled workload. Such workload shall not exceed the manufacturer’s designed capacity for the equipment.

The CONTRACTOR shall comply with all Federal, State and local laws, ordinances, rules and regulations pertaining to the contract and shall procure and pay for all necessary permits or certificates that may be required in connection with this contract.

### **2.2 BACKGROUND**

The University of Hawaii at Manoa is a comprehensive institution offering a rigorous education in a stimulating and supportive environment. As a state supported institution, the university enrolls students from the State of Hawaii, the US mainland, and many international countries. Enrollment is approximately 18,000 full-time students. Student Housing is self-sustaining, year-round, twenty-four hour operation with approximately 3,900 residents housed in ten (10) traditional residence halls and two (2) apartment complexes.

### **2.3 DEFINITIONS**

- A. CFO – The University of Hawaii at Manoa’s Solicitation for Offers to Operate Laundry Service Concessions at the University of Hawaii at Manoa Student Housing Services.
- B. CONTRACT – The written agreement between the parties, including but not limited to the Call for Offers (CFO) and its specifications, terms and

conditions; contract amendments, if any; and the resulting Laundry Service Concessions for the University of Hawaii at Manoa Student Housing Services.

- C. CONTRACT LIAISON / TECHNICAL REPRESENTATIVE – The University of Hawaii at Manoa, Student Housing Services Associate Director is the designated Technical Representative and Contract Liaison between the CONTRACTOR and the UNIVERSITY, in charge of laundry service concession implementation, and the official contact for all communication regarding the work specifications for this CFO.
- D. CONTRACTOR – The person or the Organization with whom the UNIVERSITY has contracted for the granting of concession rights pursuant to this CONTRACT.
- E. ISSUING OFFICE – The University of Hawaii at Manoa, Office of Procurement Management is the designated issuing office for this CFO.
- F. ISSUING OFFICER – Procurement Specialist is the designated Issuing Officer and official contact for all communication regarding this CFO.
- G. OFFER – The OFFEROR’S response to the CFO.
- H. OFFEROR – Any respondent to this CFO. The successful OFFEROR becomes the CONTRACTOR. Statements referring to or using the term “Offeror” generally indicate requirements, which must be included in the Offer. Statements referring to “Contractor” generally indicate requirements that will become contractual obligations.
- I. PROCUREMENT OFFICER – Procurement Officer responsible for the Contract issued in response to the CFO.
- J. UH MANOA or UNIVERSITY – University of Hawaii at Manoa.

## 2.4 OVERVIEW OF SCOPE OF SERVICES

- A. Contractor shall furnish all labor, supervision, tools, materials, incidentals, transportation, and equipment required for the complete and satisfactory delivery of the specified commercial grade laundry equipment and mobile application based payment and monitoring equipment with contactless laundry card add value/card dispensing machines in the residence halls at

the University of Hawaii at Manoa, within the timeframes specified at designated locations as specified herein.

- B. Contractor shall be fully responsible for the total laundry service (except for provision of space, water and electricity) including service, repair/maintenance regardless of cause, parts, student refunds, clothing damage claims, collection of revenues, and insurance.
- C. Contractor shall be responsible for all costs of installation, removal, repair, replacement and maintenance of all equipment including positioning of equipment, and connection and/or disconnection to utility services currently provided by the University.
- D. Contractor, in the proposal, is encouraged to identify potential locations where additional equipment may be considered and changes that would be beneficial to the University, provided the University is able to accommodate installation of the necessary utility connections for any proposed additional equipment. However, Contractors must propose, at a minimum, pursuant to the locations and quantities as specified herein.
- E. Contractor shall provide and maintain machines adequate to provide continuous service. Machines must receive University approval. Machines will be judged on appearance, durability, performance, energy efficiency, simplicity and safety of operation. Machine locations will be designated by the University prior to installation and machines kept in one location shall be of the same color and size. The University reserves the right to require that machines be removed, replaced, or that additional machines be installed at existing or new locations as experience and conditions indicate, and that new variations of machines be installed as they become available by agreement with the Contractor. The University reserves the right to have equipment removed or relocated in order to accommodate changes in student population and/or facility use.
- F. Contractor shall be responsible for advising the University of the need for repairs and replacements to University facilities.
- G. Contractor shall not make any alterations, erect any signs, or modify existing structures without prior permission from the University.
- H. Any quantities listed within this CFO are approximate and are intended for use only in the evaluation of proposals. Actual numbers may vary from any listed and must be verified by the Offeror. Refer to Appendix A for proposed locations and estimated requirements.

## 2.5 LAUNDRY EQUIPMENT

A. Washers and dryers shall be commercial type, heavy duty, electrically operated and have energy saving features. Dryers may be gas heated where utility connections are available.

1. All installed laundry equipment shall be new and of the current year's manufacture. All replacement machines needed during the period of performance under this contract shall be of the same age or newer than existing machines. Certification of the date the equipment was purchased shall be required.
2. Laundry equipment shall have tamper resistant contactless laundry card (University specific) readers and mobile application payment and monitoring equipment at the time of installation.
3. Washers and dryers shall be simple to operate. Operation instructions shall be conspicuously posted on each machine and elsewhere in the immediate vicinity of the machine.
4. The laundry equipment shall be of adequate size, capacity and proven efficiency for the intended use.
5. The laundry equipment shall be ADA compliant. If the laundry equipment is not ADA compliant, the CONTRACTOR shall, upon request by the UNIVERSITY, install suitable laundry equipment to accommodate affected residents.
6. All machines shall be individually identified and equipped with concealed cycle counters so as to provide the Contractor, as well as the University, with a means of revenue verification on each machine. At the start of the contract, the Contractor shall furnish the University with counter readings on each machine and provide updated readings at each collection period. The University reserves the right to verify meter readings at any time during the contract.
7. All machines must be clearly and boldly labeled indicating machine number for easy call-in reference. Cost and cycle times must also be clearly labeled on each machine, as well as repair and refund

procedures.

8. Where necessary and mutually agreed upon by the University, utilities shall be brought to laundry area by the University. The Contractor shall be responsible for paying the costs of connections from the provided utility source to the laundry equipment, including all other costs of installation of the equipment and any required utility or other improvements to the physical plant.
9. Contractor shall be responsible for any additional modifications required for plumbing, drain, vent, telecommunication and electrical lines and/or other modifications required for the installation and operation of the Contractor's laundry, laundry card equipment, add-value/card dispensing stations and mobile application payment and monitoring equipment.

10. The University shall supervise all installations.

B. Laundry equipment shall be rated high-efficiency type and shall be the following model or acceptable equivalent:

1. Washer – SPEEDQUEEN Commercial Front Load Washer model number SFNWHYASP115TW01 Quantum Gold Card Front Control, or acceptable equivalent, with the following essential features:
  - a. Energy Star qualified,
  - b. Consortium for Energy Efficiency (CEE) Tier III rating,
  - c. Front Load Washer,
  - d. High Speed Extraction,
  - e. Extra-Large Door (Opens 180°),
2. Dryer – SPEEDQUEEN Commercial Front Dryer model number SDGNYRGS113TW01, or acceptable equivalent, with the following essential features:
  - a. Front Load Dryer
  - b. Super Capacity
  - c. Extra-Large Reversible Door (Open 180°)

C. Ventilation: The Contractor shall be responsible for assuring maximum venting and drying for each piece of its laundry equipment installed at the

University.

1. The Contractor shall maintain vent traps, exhaust / booster fans and ducts from laundry equipment point of connection through system exhaust location. Contractor shall furnish maintenance schedule and reports.
2. If lint is controlled by the use of items such as lint trap buckets, then the Contractor shall ensure that these are maintained (cleaned and refilled with water).
3. If due to the lack of maintenance, the accumulation of lint in the laundry room (on items such as, but not limited to walls, pipes, smoke detectors, etc.) causes other problems, then the Contractor shall be responsible for any costs incurred by the University to remedy these problems (i.e., cleaning, activation of false fire alarms due to dirty smoke detectors, etc.)

2.6 LAUNDRY CARDS, MOBILE APPLICATION AND ADD VALUE/CARD DISPENSER MACHINES

- A. The Contractor's University specific laundry card and mobile application payment and monitoring equipment system will be the system of record for all sales transactions associated with the laundry service. There will be no coin operated machines. All sales to students, faculty, staff, and conference or camp attendees will be made through the University specific laundry system or mobile application system.
- B. Add Value/Card Dispenser Machines shall be web-based and of the newest models available, compatible with the proposed mobile application payment and monitoring equipment.
- C. Add value/card dispenser machines shall be installed at secure locations accessible to residents as designated by the UNIVERSITY.
- D. The Contractor shall provide all University specific laundry cards, add value/card dispenser machines and mobile application payment and monitoring equipment.
- E. The Contractor shall provide and install a minimum of SIXTEEN (16) add value/card dispenser machines. Add value/card dispenser machines shall accept cash in denominations of FIVE (\$5), TEN (\$10), TWENTY (\$20), and

universal debit and credit cards to add value to the card.

1. Merchant transaction fees shall not be deducted from commissions.
  2. Add value/card dispenser machines shall be new and installed at various locations throughout residence halls as designated by the University.
  3. All debit/credit card readers shall have industry standard security measures.
- F. The UNIVERSITY reserves the right to add or remove add-value machines depending on the need of the residents.
- G. Machines shall have signage with information of usage and acceptable denominations.
- H. The Contractor shall be responsible for any additional electrical lines or modifications necessary for the installation for the add value/card dispenser machines.
- I. The Contractor shall install add value/card dispenser machines in strict accordance with local electrical codes and University of Hawaii, Student Housing Services other requirements.
- J. All add value/card dispenser machine installations shall be ADA compliant.
1. If the add value/card dispenser equipment is not ADA compliant, the CONTRACTOR shall, upon request by the UNIVERSITY, install suitable add value/card dispenser equipment to accommodate affected residents.
- K. CONTRACTOR shall provide a monthly receipt from the add value/card dispenser machines and the mobile application-based payment system with the monthly commission check.
1. The monthly receipts shall include the hall name, equipment identification number (to distinguish between machines), date and time of collection and the amount collected.
- L. The Contractor shall assume full responsibility for any and all damages and/or theft to all installed equipment. Where there is recurring vandalism, the Contractor shall alert the University to discuss the alternatives.

- M. The Contractor shall service add value/card dispenser equipment at regular intervals.
- N. The Contractor shall be responsible for any telecommunication lines or modifications necessary for the installation for the add value/card dispenser machines, mobile application payment equipment and recurring costs of service.
- O. The Contractor's University specific laundry card shall be a highly secured contactless card.
- P. The mobile application shall allow users to check their account balance, add value to their account, view washer and dryer availability, view their transaction history and receive notifications about laundry status.

## 2.7 INSTALLATION AND REMOVAL OF EQUIPMENT

- A. The contractor shall start full service operations over a period of time on mutually agreed upon date after the contract award. The installation of the new equipment shall be coordinated with the Technical Representative or designee to prevent any interruption of service.
- B. Title to all equipment furnished and installed by the Contractor shall remain the exclusive property of the Contractor, who shall assume all risks for loss and damage. None of the equipment will become a part of the building(s).
- C. Upon the expiration of this contract, all moveable laundry and auxiliary equipment furnished by the Contractor for the purposes of this resulting contract shall be removed without damage to University property and at the sole expense of the contractor.

## 2.8 APPEARANCE

- A. The Contractor shall provide all new commercial grade laundry equipment for the locations specified herein.
- B. The Contractor shall maintain attractive and reliable equipment. All equipment proposed for the laundry rooms must be new, uniform in color and modular in appearance.
- C. The equipment shall be compatible in terms of décor when two or more machines are placed together at one location. The equipment shall be the



same height to give uniformity of appearance.

- D. The University shall have the right to inspect and approve or disapprove of any equipment placed on the premises at any time.
- E. Equipment not meeting specifications or posing appearance, operating and/or safety concerns shall be immediately removed from the University and replaced with the proper equipment at no extra charge.
- F. Advertising of any kind shall not be permitted on the equipment.
- G. In addition to the necessary operating instructions, the Contractor shall post in each laundry location, information to the user of where malfunction reports, products quality comments and refund requests may be made.
- H. All information including permits, licenses and price regulation required as applicable to be posted, shall be displayed in an appropriate manner agreed upon by the University without defacing the facilities of the University.
- I. Upon notification by the University, equipment deemed in unacceptable condition by the University, (For example, but not limited to, equipment that is inoperative, damaged, leaking, missing parts, defaced and etc.), shall be repaired and/or replaced by the Contractor at no extra charge.

## 2.9 PREVENTIVE MAINTENANCE, REPAIR AND REPLACEMENT

- A. The Contractor shall, at their sole expense, be responsible for providing preventive maintenance, general repairs and replacement for all washers, dryers, card dispensing/add-value machines and mobile application based payment and monitoring equipment provided by the Contractor.
- B. Repairs to equipment shall be performed on an "as needed" basis. The Contractor shall visit the campus regularly to maintain the equipment and facilities.
- C. Repairs shall be completed within TWENTY-FOUR (24) hours after notification by the University, SEVEN (7) days per week including holidays. Any equipment irreparable within TWENTY-FOUR (24) hours shall be removed and replaced with operable equipment. Equipment meter readings shall be recorded and submitted for removed and installed equipment.

- D. Preventive maintenance on each piece of equipment shall be conducted according to factory recommended intervals and shall include a basic check of the equipment to indicate possible need for repair and/or replacement. Repair and maintenance shall include, but not limited to:
1. Replacement and repairs to equipment, including damage caused by vandalism as may be necessary or requested.
  2. Removal of unauthorized markings/stickers/signs shall be done to maintain good appearance.
  3. Repairing for proper operation, safety and the prevention of leakage.
  4. Safety shutdown assurance checks.
  5. Vibration and alignment checks.
  6. Factory recommended preventive maintenance inspections; equipment specific.
  7. Inspecting for leaky gaskets, burnt contactors, cracked or worn belts, noisy bearings or any other potential problems that may affect use, equipment life and future operation.
  8. Periodic greasing, lubing and cleanup.
- F. Laundry equipment which malfunctions on a regular basis (twice or more over a month's period) shall be replaced within forty-eight (48) hours upon request by the University.
- G. In the event that the Contractor fails to maintain the equipment as required, and the University notifies the Contractor of this failure, to keep the equipment in good working order and appearance, the Contractor shall repair and/or replace deficient equipment with that acceptable to the University and shall respond in writing within seven (7) calendar days of the action taken to correct any deficiency.
- H. Repeated failure of the Contractor to correct equipment deficiencies in a timely basis and/or to respond to the University within seven (7) calendar days, in writing, of the action taken to correct the deficiencies, shall be deemed sufficient cause for termination of the contract.

## 2.10 CLEANING

- A. The Contractor shall visit the campus regularly to clean and inspect the equipment and related facilities as follows:
  - 1. At least monthly for cleaning and inspection of all laundry equipment.
  - 2. At least quarterly for cleaning and inspection of the venting systems for dryers from the back of the dryer through ductwork of the laundry ventilation system.
- B. The Contractor will assist with the temporary relocation of washers and dryers to allow University staff and/or custodial service contractor to clean the areas behind, under, and between all washers and dryers upon request.

## 2.11 SERVICE CAPABILITIES AND REPAIR TECHNICIANS

- A. The Contractor shall furnish campus representatives with dispatch phone numbers for service calls.
- B. The Contractor shall maintain a sufficient staff of trained full-time service personnel to ensure prompt, efficient repair and maintenance of the equipment, with backup in times of staff shortages due to holidays, vacations, illnesses, and inclement weather.
- C. Contractor shall maintain a sufficient inventory of equipment and spare parts so that replacements and/or repairs may be completed in the event that equipment at any location is inoperative and/or removed, so that laundry services may continue without delay.

## 2.12 SERVICE RESPONSE TIME AND SERVICE REPORTS

- A. Contractor must respond to reports of malfunctioning equipment within 24 hours, seven days a week, including holidays to ensure continuous availability of service.
- B. The Contractor shall also provide a notification to the University of the corrective action taken to repair malfunctioning equipment.

- C. Contractor shall provide the Technical Representative or designee with hard copy and/or online access to the service history report indicating what repairs were made.

#### 2.13 CUSTOMER SERVICE REPRESENTATIVE

- A. The Contractor shall assign a Customer Service Representative to act as the single point of contact for all issues pertaining to this contract that will respond to all service needs of the University.
- B. The Customer Service Representative shall assist with the initial startup of this program through total implementation. This representative shall visit the campus, at least, every quarter to discuss operational effectiveness with designated University staff.
- C. The Customer Service Representative shall be available between 8:00 a.m. and 5:00 p.m. HST, Monday through Sunday, including holidays, to direct Contractor's personnel, review operating activities, provide solutions to problems, and contribute any other support required for the University's laundry program. Additional availability may be required for peak periods.
- D. The Contractor will provide a 24-hour emergency contact number that the University can use to conduct emergency business.
- E. The Contractor shall have the capability to communicate with University officials via email. Email will be the preferred method of communication for maintenance requests, financials issues, scheduling, etc.
- F. The Customer Service Representative shall always seek ways to improve service to the University on operational and administrative levels.

#### 2.14 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

- A. At the request of the University, the Contractor shall accommodate the receiving of service requests via the University's web based computerized maintenance management system.
- B. The Contractor will maintain a computer with web browser capabilities connected to the internet to participate in receipt of service requests via web-based service request system.

- C. The University will coordinate and arrange necessary program access and training for the Contractor's personnel to facilitate use of the system.

#### 2.15 ACCESS TO FACILITIES

- A. Access to buildings must be at the entrances and hours specified by the University. Access to facilities outside the stated hours will be coordinated with the Technical Representative or designee.

#### 2.16 HALL USAGE

Due to the scheduled breaks in the academic schedule, changes in resident occupancy rates will occur and the equipment may be idle. The University will not be liable for loss in the Contractor's revenue due to these scheduled breaks.

- A. During the In-Session period, from mid-August to December and from January to mid-May, the residence halls are generally fully staffed and occupied.
- B. During the Summer Session, from mid-May to mid-August, certain halls may be closed or partially occupied.
- C. Conferences: During the three (3) months Student Housing Services, Summer Conference period from mid-May to mid-August, the University reserves the right to close designated laundry area(s) for the exclusive use of Conference staff and the Contractor shall set the rates as determined by the University.

#### 2.17 CONTRACTOR'S EMPLOYEES

- A. The Contractor's service personnel shall:
  - 1. Upon arrival at job site and prior to performing services, shall check-in with authorized Student Housing personnel.
  - 2. Be responsible for the cost of any contractor's parking pass to be used for parking on University premises. The Contractor shall submit requests for parking passes to the Technical Representative and is responsible to properly display the contractor's parking pass while on University premises.

3. Upon completion of performing services and before leaving job site, shall check-out with authorized Student Housing personnel to obtain necessary signatures for work performed.
  4. Be neatly and suitably dressed in company uniform and identified with the company identification.
  5. Maintain good public relations with the students and staff.
  6. Not fraternize with residence hall occupants nor loiter in areas outside the assigned work areas.
  7. Not remove any item that does not belong to the Contractor, even though the article may appear to have been discarded.
  8. Remove/clean any conditions resulting from the installation, repair or service of the machines prior to leaving the premises.
- B. The University reserves the right to reject any employee that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

## 2.18 UTILITIES

- A. The University shall provide hot/cold water, electricity and/or gas (if available) for the normal operation of the laundry equipment, add value/card dispensing equipment and monitoring equipment.
- B. The Contractor is responsible for installing, maintaining and reoccurring costs of telecommunication lines for all installed equipment including web based Add Value/Card Dispenser Machines and mobile application payment and monitoring equipment.
- C. The University does not guarantee uninterrupted supply of utilities, such as an unexpected power outage, and will not be liable for any loss, which may result from these interruptions or failures of any such utility service.

## 2.19 LAUNDRY SERVICE RATES

A. Rates for the laundry services provided by the equipment shall be:

1. Laundry cards shall be \$2.00 per card.
2. Washers shall be \$2.00 per wash for a minimum 30 minutes (cycle time). Vendor may offer various cycle options for additional \$0.50 each.
3. Dryers shall be \$1.50 for a minimum 30 minutes (cycle time).
4. Price adjustments will be limited to once per academic year. Changes in rates will only occur at the start of each fall semester contract start date. The University will have the right to approve or deny any price increases.

## 2.20 REFUNDS

A. The CONTRACTOR shall refund money deposited when full service is not obtained due to malfunction of the laundry equipment. The CONTRACTOR shall describe in its Offer its refund procedures which shall be established and agreed to between the CONTRACTOR and the UNIVERSITY. Refund procedures should include a time frame for the refund.

## 2.21 DAMAGES

A. Damages to the Laundry Equipment: The CONTRACTOR shall assume full responsibility for damages to and/or theft of the laundry equipment. Where there is recurring vandalism, the CONTRACTOR shall alert the UNIVERSITY to discuss alternatives.

B. Damages to Residents' Laundry Items: The CONTRACTOR shall handle any damage to resident laundry items caused by its equipment malfunction directly with the resident(s). The CONTRACTOR shall describe in its Offer its procedure for handling damage to residents' laundry items caused by its equipment.

## 2.22 COMMISSIONS, COLLECTION OF MONIES, ACCOUNTING AND PAYMENTS

A. Offeror shall propose commissions on net sales (gross sales, less refunds and tests) based upon a percentage of the net sales on individual product categories, including laundry card sales to be paid to the University.

- B. Offeror may propose guarantee advance on commissions that shall be paid to the University at the start of the contract and paid at the beginning of each subsequent contract year thereafter.
- C. Refunds and tests shall be deducted from commission gross sales in item categories in which refund and tests occurred prior to computation of commissions due the University.
- D. Commissions shall not be paid on the Contractor's revenue losses resulting from vandalism or theft of product from equipment at the University.
- E. The Contractor's University specific laundry card and mobile application payment system shall be the system of record for all sales transactions associated with the laundry service.
- F. The Contractor shall collect the monies from all of the add value/card dispenser machines at least once a month. A representative of the University may accompany the Contractors' route employees when collections and meter counts are made at a time predetermined and agreed to by the University.
- G. Contractor shall provide a monthly receipt from the add value/card machines with the monthly commission report submitted to the University. The monthly add value/card machine receipt shall include information such as the equipment identification number (to distinguish between machines), date and time of the collection, amount collected and number of cards sold.
- H. The Contractor shall maintain complete and accurate records of transactions for each machine in accordance with accepted industry accounting practices. The University's representative and/or selected auditors may annually or more often if necessary, examine all financial and operational phases of the Contractor's services. Periodic reviews, conducted jointly by representatives of the University and the Contractor shall be made to ensure that commission payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.
- I. The Contractor shall provide monthly sales and commission reports to the University that provides the following information:
  - 1. A detailed statement showing the gross sales derived from each location for card sales, washers and dryers under this contract.



2. Building location of machines.
  3. Machine number.
  4. Selling prices of product service.
  5. Gross sales and commissions for each machine and each location.
  6. A summary of all sales and commissions and composite statement of said sales and commissions for the period.
  7. Refunds, discards and tests for each item category.
  8. Causes of abnormal revenue deviations shall be noted by the Contractor as part of these statements.
- J. Prior to the start of the contract, the University and Contractor shall mutually agree on the report(s) formats and contents to satisfy these requirements.
- K. The Contractor shall pay the commission percentage of each period net sales (gross sales, less refunds and tests) and submit a check made payable to the "University of Hawaii", no later than fifteen (15) days after the close of the previous calendar month in which commissions were earned.
- L. For all commissions due to the University, a check, made payable to the "University of Hawaii," and the corresponding statement receipt shall be submitted to:
- Student Housing Services  
University of Hawaii at Manoa  
2569 Dole Street  
Honolulu, Hawaii 96822
- M. Upon expiration or termination of this contract, commissions due the University pursuant to the contract shall be paid on all sales until all equipment has been removed, and the removal date shall be indicated on the period statement when each piece of equipment was removed and reviewed, including equipment removed at any time during the contract period prior to expiration.

N. On request of the University, Contractor shall meet with the University and review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

O. All records pertaining to the laundry service operation shall be open for inspection and/or audit by the State and/or Contractor at any or all reasonable time.

#### 2.23 COMPLETION TIME

All equipment shall be installed by **July 31, 2020** and all services shall be available no later than **August 1, 2020**.

#### 2.24 TERM

The term of the contract shall be for FIVE (5) YEARS, with an option to extend for an additional TWO (2) year term, upon the execution of a contract modification by both parties. The UNIVERSITY may terminate the contract at any time upon THIRTY (30) days prior notice.

#### 2.25 OPTIONAL SERVICES

A. Online Web-based Monitoring: Contractor shall indicate if it can institute a web-based monitoring system that allows students to monitor the laundry process remotely for the laundry rooms on campus. At a minimum, the ideal system would permit students to:

1. Monitor machine availability from their computer via a web-browser;
2. Receive notification of when machines become available or when their laundry is completed via email or via text messaging;
3. Place service calls to the Contractor via the system.
4. The system would automatically generate service calls when it detects a machine malfunction; it should not require any registration of students' name, phone number, and or email

address; and it must allow text messaging without storing any personal data.

## **SECTION 3 OFFER REQUIREMENTS**

### **3.1 INTRODUCTION**

This section outlines the Offer requirements for this CFO, which shall be submitted by the deadline set for submission of Offers. Fulfillment of all Offer requirements listed is mandatory for consideration of Offers.

The Offer shall include the following:

1. Offer Letter (Attachment A)
2. Commission Offer Sheet (Attachment B)
3. References (Attachment C)
4. Project Narrative

### **3.2 OFFER LETTER (Attachment A)**

The Offer Letter shown in Attachment 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 Offer letter shall be submitted along with the Offer.

### **3.3 PROJECT NARRATIVE**

- A. Provide Contractor's business address, phone number, fax number, and Web address. Include the address of the service/warehouse facility responsible for servicing the University campus.
- B. Provide a description of the company, including number of employees, number of years of business in Hawaii, a list of key company principals and types of services provided.
- C. State the percentage of the net collections from the laundry equipment and add value/card dispenser machines to be paid monthly to the UNIVERSITY.
- D. State the guarantee advance on commissions (if any) that shall be paid to

the University at the start of the contract and paid at the beginning of each subsequent contract year thereafter.

- E. State the type and model washers and dryers, and the add value/card dispenser machines to be provided with technical data, and manufacturer's brochures.
- F. Describe the Contractor's refund procedures to users due to malfunction of equipment such as washers, dryers, and add value/card dispenser machines.
- G. Describe the Contractor's procedure to handle damage to residents' laundry items caused by the Contractor's laundry equipment.
- H. Describe the Contractor's procedure to handle malfunctioning equipment, turn-around time for repairs, and replacement of equipment.
- I. Describe the Contractor's security measures for the laundry equipment and the add value/card dispenser machines.
- J. Describe, in detail, the Offeror's financial proposal to provide the card laundry services for Student Housing Services at the University of Hawaii at Manoa. This proposal may include any other information; as the quality of machines, controls for collecting and accounting for monies in the add value/card dispenser machines, and any other incentives which demonstrate that award of contract to the offeror will be the most advantageous to the University.
- K. Describe in detail any additional services the offeror can provide to enhance the laundry services for Student Housing Services and the effect, if any, on the percentage stated in item "C" above.
- L. The University will decide which of these additional services are most advantageous to the University and may, in part or in whole, add them to the required services. The additional services described, although not required to submit the proposal, may be factored in the overall decision to award the contract. The Contractor will describe services to include but not limited to:
  - 1. If it can institute a web-based monitoring system that allows students to monitor the laundry process and receive notifications remotely for the laundry rooms via a web browser.

2. Innovations to laundry rooms such as counter tops, folding stations, detergent vending, televisions, etc.
3. Capability to add value to existing cards via the mobile application or internet.

M. Outline of qualifications and how the Offeror meets the requirements set forth in Special Provision 5.3.

#### 3.4 REFERENCES (Attachment C)

OFFERORS shall provide a minimum of FIVE (5) references in either the educational, private, non-profit, or public sector for whom similar concessions have been operated. The names of companies, addresses, phone numbers and contact persons shall be furnished. The UNIVERSITY reserves the right to contact the references for additional information.

#### 3.5 OFFEROR'S SUBMITTALS CHECKLIST

The following checklist is provided to assist the OFFEROR in submitting the appropriate documents with their Offers:

1. Attachment A, Offer Letter (if applicable, shall include a corporate seal and Evidence of Authority if the individual signing the Offer on behalf of the company is not the corporate president)
2. Attachment B, Commission Offer Sheet
3. Attachment C, References
4. Project Narrative

## **SECTION 4**

### **CRITERIA TO EVALUATE OFFERS**

The evaluation of Offers received in response to the CFO will be conducted comprehensively, fairly, and impartially. A contract will be awarded to the responsive, responsible 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 CFO.

#### **4.1 EVALUATION CRITERIA**

A committee will be selected to evaluate and score each proposal submitted based on the following criteria:

**1) Company Attributes** **10 points maximum**

Provide a description of company, including: number of employees, list of key company principals, years of experience providing laundry services in Hawaii, experience providing laundry services on college campuses and types of services provided.

Higher points will be awarded to Offers that are evaluated to be the most advantageous to the University considering the requirements set forth in the CFO. Lower points will be awarded to Offers that are evaluated to be less advantageous to the University considering the requirements set forth in the CFO.

**2) Commission Offered** **30 points maximum**

State the percentage of the commission collections from the add value/card machines to be paid monthly to the University.

- Highest commission offered of all proposals 30 points
- 2<sup>nd</sup> highest commission offered of all proposals 25 points
- 3<sup>rd</sup> highest commission offered of all proposals 20 points
- 4<sup>th</sup> highest commission offered of all proposals 15 points
- 5<sup>th</sup> highest commission offered of all proposals 10 points

- All other proposals 0 points

3) Equipment Offered 20 points maximum

State the type and model of washers, dryers, add value/card dispensing machines and the mobile application based payment and monitoring equipment to be offered, with technical data and brochures, etc.

Higher points will be awarded to Offers that are evaluated to be the most advantageous to the University considering the requirements set forth in the CFO. Lower points will be awarded to Offers that are evaluated to be less advantageous to the University considering the requirements set forth in the CFO.

4) Service Plan 30 points maximum

State the procedures followed by your company for:

- Description of Contractor's procedures for servicing and maintaining the laundry equipment, providing marketing support as well as user service
- Refunding users for malfunction of equipment
- Resolution of damages to the user's laundry items caused by equipment
- Security measures for laundry equipment and add value/card dispenser equipment
- Controls for collecting and accounting for monies in the add value/card dispenser machines
- Transparency and accountability related to providing information to the University about service history, equipment inventory, collections, debit-credit card transactions, and commission payments
- Customer service representation
- Performance reporting and analysis



- Marketing plan for student education and enhancing student satisfaction with the laundry facilities
- Other services

Higher points will be awarded to Offers that are evaluated to be the most advantageous to the University considering the requirements set forth in the CFO. Lower points will be awarded to Offers that are evaluated to be less advantageous to the University considering the requirements set forth in the CFO.

5) Installation Plan 5 points maximum

State the plan for installation of laundry equipment and add value/card dispenser equipment and follow up services.

Higher points will be awarded to Offers that are evaluated to be the most advantageous to the University considering the requirements set forth in the CFO. Lower points will be awarded to Offers that are evaluated to be less advantageous to the University considering the requirements set forth in the CFO.

6) Enhanced & Services Offered 5 points maximum

Describe in detail any additional services your company can provide to enhance the laundry services for Student Housing Services and the effect, if any, on the commission offer. The University will decide which of the additional services are most advantageous to the University and may, in part or in whole, add them to the required services.

Higher points will be awarded to Offers that are evaluated to be the most advantageous to the University considering the requirements set forth in the CFO. Lower points will be awarded to Offers that are evaluated to be less advantageous to the University considering the requirements set forth in the CFO.

**TOTAL POSSIBLE POINTS = 100 POINTS MAXIMUM**

## 4.2 EVALUATION PROCESS

The evaluation of all proposals received shall be conducted based on the criteria

set forth in Section 4, Criteria to Evaluate Offers. Each individual on the evaluation committee will provide scores for each Offeror not to exceed the maximum amount of points allowed, ONE HUNDRED (100), for the evaluation. The scores for all of the individuals on the evaluation committee will be totaled and averaged for each Offeror.

The contract, if awarded, shall be made to the Offeror receiving the highest average score for the final evaluation.

#### 4.3 REVIEW OF MANDATORY REQUIREMENTS

In order to be considered for evaluation, a submitted Offer must be complete and meet all required components.

The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsive to the CFO to permit a complete evaluation. Each proposal will be reviewed for responsiveness.

Failure to meet the minimum mandatory requirements may be grounds for deeming the proposal nonresponsive to the CFO and rejection of the proposal. Only those proposals meeting the mandatory requirements will be considered for evaluation.

#### 4.4 MANDATORY REQUIREMENTS FOR THE PROPOSAL

1. Attachment A, Offer Letter (if applicable, shall include a corporate seal and Evidence of Authority if the individual signing the Offer on behalf of the company is not the corporate president)
2. Attachment B, Commission Offer Sheet
3. Attachment C, References
4. Project Narrative

## **SECTION 5 SPECIAL PROVISIONS**

### **5.1    SCOPE**

To provide Laundry Service Concessions for the University of Hawaii at Manoa, Student Housing Services in accordance with the terms and conditions of the CFO.

### **5.2    REFERENCES**

The UNIVERSITY reserves the right to contact the references named in Attachment C, REFERENCES, and to reject an Offer submitted by any OFFEROR whose performance on other concessions has been unsatisfactory.

### **5.3    QUALIFICATIONS**

The CONTRACTOR shall have been in business for a period greater than ten (10) years, have the proven ability to operate the concession described in this CFO.

### **5.4    PAYMENT**

- A. CONTRACTOR shall make monthly commission payments to the UNIVERSITY by the 15th day following the close of a calendar month. All payments shall be made payable to the University of Hawaii at Manoa and submitted to Student Housing Services, University of Hawaii at Manoa, 2569 Dole Street, Honolulu, Hawaii 96822. The termination of the CONTRACT by default or otherwise shall not relieve the CONTRACTOR of its obligations under the CONTRACT or for charges accrued while the CONTRACT was in effect but remaining unpaid at the time of termination.
- B. The method of invoicing is subject to approval by the UNIVERSITY prior to the award of this CONTRACT. The chosen method of invoicing shall be uniformly applied to all UNIVERSITY invoices. Invoices that are not corrected within SIXTY (60) days after notice of need for correction will not be paid.
- C. Any amounts owing by the CONTRACTOR under the terms of the CONTRACT shall bear interest from the date such amounts become due until paid. The rate of such interest shall be either (a) at the specific maximum rate, if any, then allowed by the appropriate sections of statutes

of Hawaii, or any successor law or statute, or (b) if there is no such maximum rate, TWO (2) percentage points above the large business prime rate of interest then being charged by the bank principally used by the UNIVERSITY.

5.5 CONTRACT INVALIDATION

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

5.6 TECHNICAL REPRESENTATIVE OF THE CONTRACT

The Technical Representative of the Contract is Shawn Kyono, Associate Director for Operations, Student Housing Services, University of Hawaii at Manoa, telephone (808) 956-4004.

5.7 SITE VISIT

Each OFFEROR may visit the concession area(s) and examine the conditions of same and be aware or satisfied as to the physical condition and environment in relation to the terms and conditions of specifications included in this CFO. No additional allowance will be granted because of lack of knowledge of such conditions. OFFERORS shall arrange for an appointment by calling Shawn Kyono, telephone (808) 956-4004 on any normal working day, Monday through Friday, after 9:00 a.m., but not later than 4:00 p.m.

5.8 REJECTION OF CONTRACTOR'S EMPLOYEES

The UNIVERSITY reserves the right to reject any employee that the UNIVERSITY deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

5.9 CHANGES TO QUANTITY AND LOCATION OF EQUIPMENT

Laundry equipment and add value/card dispenser machines may be relocated, added, or removed as requested by the UNIVERSITY. Receipts from additional add value/card dispensing machines shall be calculated at the same percentage rate established by the contract and shall be included in the monthly commission check paid to the UNIVERSITY.

## 5.10 PROHIBITIONS

A. The CONTRACTOR shall preclude anyone from:

1. Using the premises for illegal acts or purposes.
2. Generating or causing the generation of noxious and objectionable smoke, gases, vapors, sound or noises.
3. Storing or accumulating flammable liquids and materials which may invalidate any insurance coverage for fire and safety carried by the UNIVERSITY, as possible non-compliance/non-adherence to applicable Underwriter's rules and regulations or any other codes and ordinances.
4. Using the premises in any manner found objectionable by the UNIVERSITY.

B. Use of UNIVERSITY facilities by third parties is prohibited without the express written consent of the UNIVERSITY.

C. The premises shall be used for the purpose of laundry service concessions solely for the benefit of the UNIVERSITY. The use of the premises for purposes other than as specified is prohibited.

## 5.11 CONTRACTOR'S PERSONNEL

CONTRACTOR'S personnel shall comply with established UNIVERSITY policies in regards to Sexual Harassment and Related Conduct, Workplace Non-Violence, and Illegal Drugs and Alcohol Abuse. The UNIVERSITY reserves the right to require the CONTRACTOR to remove personnel from servicing UNIVERSITY accounts. The UNIVERSITY will not tolerate objectionable or inappropriate behavior. Please refer to the following websites for the exact UNIVERSITY policy.

Sexual Harassment (Executive Policy E1.204) –

<https://www.hawaii.edu/policy/docs/temp/ep1.204.pdf>[http://www.Hawaii.edu/svpa/ep/e1/e1203. pdf](http://www.Hawaii.edu/svpa/ep/e1/e1203.pdf)

Workplace Non-Violence (Executive Policy E9.210) -

<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=9 &policyNumber=210&menuView=closed>

Illegal Drugs and Alcohol Abuse (Executive Policy E11.201) -  
[https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=1\\_1&policyNumber=201&menuView=closed](https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=1_1&policyNumber=201&menuView=closed)

#### 5.12 RISK OF LOSS

Any and all goods, equipment and personal property of any kind or description which may be on the premises at any time during the term of the CONTRACT, regardless of ownership of such property, shall be at the sole risk and hazard of the CONTRACTOR, and the CONTRACTOR shall not hold the UNIVERSITY liable or responsible for any loss thereof or damage thereto caused by water, gas, defective electrical wiring, fire, or by or for any other cause whatsoever unless the same shall be due to any act or omission of the UNIVERSITY, its officers, or employees.

#### 5.13 PREMISES/PROPERTY UPON TERMINATION

Upon termination of the CONTRACT, the CONTRACTOR shall remove non-UNIVERSITY equipment from the premises and restore the premises to as good a condition as at the commencement of the operations, alterations to the premises which have been previously approved by the UNIVERSITY and ordinary wear and tear excepted. CONTRACTOR and UNIVERSITY shall jointly conduct a closing inspection. Surrendered premises shall be left in a clean and order state satisfactory to the UNIVERSITY. To accomplish this, the CONTRACTOR and the UNIVERSITY shall establish a checklist of the work that shall be done to restore the premises in a clean and orderly condition at least ONE (1) month prior to termination.

The CONTRACTOR shall, at its own expense, restore the premises to a condition satisfactory to the UNIVERSITY within THIRTY (30) days after the termination of the CONTRACT. Furthermore, upon the termination of the CONTRACT, should the CONTRACTOR fail to remove any and all personal property, equipment, and/or vehicles from the premises, the UNIVERSITY may, at the UNIVERSITY'S option, (a) remove any and all such personal property, equipment and/or vehicles from the premises and place said property in storage at the cost and expense of CONTRACTOR; or (b) consider all such personal property, equipment and/or vehicles as "abandoned" and remove and dispose of said personal property, equipment and/or vehicles at CONTRACTOR'S cost and expense, and the CONTRACTOR does hereby agree to pay all costs and expenses for removal and disposal of such personal property, equipment and/or vehicles.

#### 5.14 RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any operations furnished by the CONTRACTOR in the performance of the CONTRACT should fail to conform to the specifications, the UNIVERSITY may reject the same, and it shall thereupon become the duty of the CONTRACTOR to correct same to conform to specifications, without expense to the UNIVERSITY provided that should the CONTRACTOR fail, neglect, or refuse to do so, the UNIVERSITY shall thereupon have the right to provide for such operations, and the CONTRACTOR shall pay the UNIVERSITY the cost incurred in securing such service.

#### 5.15 EXAMINATION AND AUDIT

- A. CONTRACTOR shall maintain accurate, complete and separate books of accounts according to generally accepted accounting principles reflecting the laundry service concession operations at the UNIVERSITY together with appropriate supporting data and documents.
- B. CONTRACTOR shall make said books of accounts and supporting data and documents available in the State of Hawaii for inspection, reproduction, and audit by the UNIVERSITY, at all reasonable times, and shall retain and make available said books, data, and documents at all reasonable times for a period of at least THREE (3) years after the close of the UNIVERSITY'S fiscal year. If a dispute, discrepancy, litigation, or claim is instituted before the expiration of the THREE (3) periods the CONTRACTOR shall retain all books of account, data, and supporting documents until such disputes, discrepancies, claims, litigations, or audit findings are resolved.
- C. The CONTRACTOR shall submit to the UNIVERSITY operating statements, including but not limited to, sales receipts by location within TWENTY (20) days after the close of each calendar month. Causes of abnormal revenue deviations shall be noted by the CONTRACTOR as part of this statement. The format of all reports shall be in a format approved by the UNIVERSITY.

#### 5.16 TERM

The initial term of the contract shall be for FIVE (5) YEARS from the date designated in the Notice to Proceed with an option to extend for ONE (1) additional TWO (2) year renewal term for a total Term of SEVEN (7) years, upon the execution of a contract modification by both parties. The UNIVERSITY may terminate the contract at any time upon THIRTY (30) days prior notice.

#### 5.17 USE OF UNIVERSITY'S NAME

The Contract conveys no right to the CONTRACTOR to use the name University of Hawaii or University of Hawaii at Manoa with respect to or in connection with any of its operations, and, upon the termination of this contract for any reason, CONTRACTOR shall have no right to indicate its relationship with the UNIVERSITY with respect to any of its operation except with the written consent of the UNIVERSITY.

#### 5.18 JURISDICTION/SERVICE OF PROCESS

The CONTRACTOR, by execution of the CONTRACT, acknowledges that the CONTRACTOR is transacting business within the State of Hawaii and hereby submits to the jurisdiction of the courts of the State of Hawaii as to any cause of action arising out of the performance and/or breach of this CONTRACT. The CONTRACTOR further agrees that when absent from the State of Hawaii, any service of process may be made by leaving a certified copy of a summons on the Director or Deputy Director of the Department of Commerce and Consumer Affairs, State of Hawaii, and mailing be certified or registered mail, postage prepaid, a copy of said summons to CONTRACTOR.

#### 5.19 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the UNIVERSITY and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf from and against: (a) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission by the CONTRACTOR, or any of its officers, employees, subcontractors, assignees, or representatives in the performance of the CONTRACT; except liability arising out of the sole negligence of the UNIVERSITY or its employees; (b) all claims, suits and damages by whomsoever brought or made by reason of the nonobservance or nonperformance by the CONTRACTOR, or any of its officers, employees, subcontractors, assignees, or representatives of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, CONTRACTOR shall reimburse the UNIVERSITY and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf for all attorney's fees, costs and expenses incurred in connection with the defense of any such claims.



## 5.20 LITIGATION

If, without any fault, the UNIVERSITY, or any of its agents or employees shall be made a party to any litigation commenced by or against the CONTRACTOR arising out of the CONTRACTOR's use of the premises, then the CONTRACTOR shall pay all costs and reasonable attorney's fees incurred or imposed upon the UNIVERSITY in connection with the litigation. The CONTRACTOR shall also pay all costs and reasonable attorney's fees incurred or paid by the UNIVERSITY in enforcing the terms and conditions of the CONTRACT. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

## 5.21 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 the Contractor shall provide Combined Single Limit Coverage (Bodily injury and property damage) in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in project aggregate.

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

Each insurance policy required by this contract shall not be canceled, 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 the Office Procurement and Real Property Management.

CONTRACTOR agrees to deposit with the 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 compiled 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. 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 the 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 requirement; 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 agreement 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 agreement. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

## 5.22 TERMINATION OF CONTRACT

In the event the CONTRACTOR fails to meet all commitments in accordance with the contract specifications and does not remedy such default within THIRTY (30) days after receipt of written notice, the UNIVERSITY reserves the right to terminate the CONTRACT.

Should the UNIVERSITY exercise its right of termination, such exercise shall be without prejudice to any other remedy or right of action, which the UNIVERSITY may have for any preceding or other breach of CONTRACT.

## 5.23 DISPUTES

- A. All controversies between the UNIVERSITY and the CONTRACTOR which arise under, or are by virtue of this CONTRACT and which are not resolved by mutual agreement, shall be decided by the UNIVERSITY in writing, within NINETY (90) calendar days after a written request by the CONTRACTOR for a final decision concerning the controversy; provided that if the UNIVERSITY does not issue a written decision, or within such longer period as may be agreed upon by the parties, then the CONTRACTOR may proceed as if an adverse decision had been received.
- B. The UNIVERSITY shall immediately furnish a copy of the decision to the CONTRACTOR, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- C. Any such decision shall be final and conclusive, unless fraudulent, or the

CONTRACTOR brings an action seeking judicial review of the decision in the circuit court of this State within the SIX (6) months from the date of receipt of the decision.

- D. The CONTRACTOR shall comply with any decision of the UNIVERSITY and proceed diligently with the performance of this CONTRACT pending final resolution by the circuit court of this State of any controversy arising under, or by virtue of this CONTRACT, except where there has been a material breach of CONTRACT by the UNIVERSITY provided that in any event the CONTRACTOR shall proceed diligently with the performance of the CONTRACT where the UNIVERSITY has made a written determination that continuation of work under the CONTRACT is essential to the public health and safety.

**ATTACHMENT A**  
**OFFER LETTER**  
**UNIVERSITY OF HAWAII**

We offer to furnish and deliver any and all of the deliverables and services named in the Call for Offers (CFO) to provide Laundry Service Concessions for the University of Hawaii at Manoa Student Housing Services Residence Halls, Honolulu, Hawaii.

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

We agree, if awarded the contract, to operate the concessions which meet or exceed the specifications. Respectfully submitted,

Legal Name of Offeror	(Typed Name)
Authorized Signature (original)	Date
(Typed Name)	Title
Street Address	Telephone No.
City, State, Zip Code	Fax No.
Social Security OR Federal Tax Payer ID No. License No.	Hawaii General Excise Tax

Remittance Address (if different from street address)

Street Address
City, State, Zip Code

Offeror is:

Individual\_\_\_\_\_

Partnership\_\_\_\_\_

Corporation\*\_\_\_\_\_

Joint Venture \_\_\_\_\_

State of Incorporation:

Hawaii\_\_\_\_\_ Other:\_\_\_\_\_

Is Corporate Seal Available In Hawaii:\_\_\_\_\_ Yes\*\*\_\_\_\_\_ 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.

**ATTACHMENT B**  
**COMMISSION OFFER**  
**SHEET**

CFO FOR LAUNDRY SERVICE  
CONCESSIONS FOR THE UNIVERSITY OF  
HAWAII AT MANOA STUDENT HOUSING  
SERVICES

LAUNDRY SERVICE COMMISSION OFFER  
SHEET

Name of Firm

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

Please provide an Offer for the following:

	Percentage*
Commission on Gross Receipts Estimated Annual Sales: \$250,000  (Average Sales FY 2017-2019)	

## ATTACHMENT C

### REFERENCES

Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email \_\_\_\_\_

Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email \_\_\_\_\_

Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email \_\_\_\_\_

Name of Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email \_\_\_\_\_

## APPENDIX A

### LAUNDRY LOCATION AND EQUIPMENT REQUIREMENTS

Residence Hall/ Apartment Complex	# Residents	# Washers	# Dryers	# Locations	# Card Machine
Hale Aloha Ilima 2575 Dole St.	271	8	8 Stacked	1	1
Hale Aloha Lehua 2571 Dole St.	271	8	8 Stacked	1	1
Hale Aloha Mokihana 2583 Dole St.	271	8	8 Stacked	1	1
Hale Aloha Lokelani 2579 Dole St.	271	8	8 Stacked	1	1
Hale Kahawai 1825 East West Rd.	157	4	4 Single	1	1
Hale Laulima 1837 East West Rd.	161	4	4 Single	1	1
Gateway House 2563 Dole St.	234	8	8 Stacked	2	2
Johnson Hall 2555 Dole St.	197	6	8 Stacked 2 Single	2	2
Hale Anuenue 2741 Varsity Pl.	42	3	2 Stacked 1 Single	1	1
Hale Noelani  2585 Dole St.	530	10	12 Stacked	1	1
Hale Wainani 2591 Dole St.	656	16	16 Stacked	1	1
Frear Hall 2569 Dole St.	810	27	30 Stacked	3	3
Total:	3871	110	115	16	16