

INVITATION FOR BIDS (IFB) NO. 16-0601  
TO  
PROVIDE LIBRARY RULES ENFORCEMENT SERVICES  
AT THE  
UNIVERSITY OF HAWAII LIBRARIES  
UNIVERSITY OF HAWAII AT MANOA  
HONOLULU, HAWAII

MAY, 2016

BOARD OF REGENTS  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

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Libraries, University of Hawaii at Manoa, Honolulu, Hawaii

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

## NOTICE TO BIDDERS

BID FORMS for IFB No. 16-0601, Library Rules Enforcement Services at University of Hawaii Libraries, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, and must be submitted no later than **2:30 p.m., June 8, 2016**, and at that time will be publicly opened.

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

Vendors located outside the Island of Oahu, Hawaii, USA, may request a copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Bruce Isaacs, (808) 956-8634.

David Lassner  
President, University of Hawaii

Posting Date: May 23, 2016

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

NOTICE TO BIDDERS

## **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.

BID FORM  
TO PROVIDE  
LIBRARY RULES ENFORCEMENT SERVICES  
AT UNIVERSITY OF HAWAII LIBRARIES

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

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 16-0601, TO PROVIDE LIBRARY RULES ENFORCEMENT SERVICES AT THE UNIVERSITY OF HAWAII LIBRARIES, UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, and offers to provide the services, as required by the University, for the period commencing on the date designated in the Notice to Proceed through June 30, 2017, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

<u>Hourly Rate</u> <u>(per hour, net)</u>		<u>Estimated Hours</u>		<u>Estimated</u> <u>Total Amount</u>
_____	X	16,303 hours	=	\$ _____

Prices shall include all overhead, profit, and applicable taxes.

WAGE CERTIFICATE OF COMPLIANCE

The enclosed Wage Certificate with the requirements of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 5, ELIGIBILITY TO BID, must be completed and included in the bid submittal.

TAX LIABILITY

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

BASIS FOR AWARD

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

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

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

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City      State      Zip Code

INFORMATION REQUIRED FROM BIDDER

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

1. Bidder's principal location \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

2. Place of business in Hawaii \_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

3. Number of years experience in guard or similar services \_\_\_\_\_  
***(Minimum of FIVE [5] years experience)***

4. Number of guards or similar personnel regularly employed by bidder in Hawaii \_\_\_\_\_

5. Licensed to perform guard or similar services in Hawaii? \_\_\_\_\_  
(Shall be licensed at time of bid submittal) Yes No  
License No. \_\_\_\_\_

6. References (Firms where guard or similar services are provided)

<u>Name of Firm</u>	<u>Address</u>	<u>Contact Person</u>	<u>Phone No.</u>
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1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPED NAME OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
DATE

**WAGE CERTIFICATE**

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(To be filled in by prospective bidder)

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

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

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

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(IF BY INDIVIDUAL)**

NAME (Signature) TYPED NAME

SOCIAL SECURITY NUMBER

D.B.A.

FEDERAL TAXPAYER IDENTIFICATION NUMBER

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER

\*\*\*\*\*

**(IF BY PARTNERSHIP)**

OFFICIAL/LEGAL NAME OF FIRM

FEDERAL TAXPAYER IDENTIFICATION NUMBER

NAME (Signature) TYPED NAME

PARTNER

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER

\*\*\*\*\*

**(IF BY CORPORATION)**

OFFICIAL/LEGAL NAME OF COMPANY

FEDERAL TAXPAYER IDENTIFICATION NUMBER

\*OFFICER (Signature) TYPED NAME

TITLE

ADDRESS OF COMPANY

CITY STATE ZIP CODE

(SEAL)

TELEPHONE NUMBER FAX NUMBER

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

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

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

## TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the enforcement services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

### 1. SCOPE OF SERVICE

- A. Contractor shall provide one or more qualified, uniformed security guards or similar personnel to provide library rules enforcement services as needed and required by the University Libraries. Contractor shall be the primary trainer of its new personnel provided for this contract. Training should take place prior to its personnel first scheduled shift on site at the Library. Contractor shall provide training that is compliant with Hawaii Revised Statutes (HRS) Chapter 463. Contractor shall provide the required training materials and initial introduction to the Library. Contractor shall expeditiously inform the Library of changes in personnel schedules. The Library representative shall notify the Contractor when their personnel is a "NO SHOW" on the site one-quarter hour (15 minutes) after the scheduled shift so that the Contractor may provide another guard or similar personnel on the site within ONE (1) hour of notification. These services may be needed and required in the Sinclair Library, the Hamilton Library, or other Libraries officially included in the University Libraries at the University of Hawaii at Manoa. The guard(s) or similar personnel shall protect University property and shall enforce established rules and regulations of the Library.
- B. It is recommended that the guard or similar personnel will have an EIGHT (8) - to TWELVE (12) - hour rest period before reporting to duty in order to ensure alert and accurate service while on duty.
- C. Guard(s) or similar personnel who wish to use the library facility for their own personal use, as a rest and relaxation place and/or its equipment (computers), may do so only when they are off duty and without their uniform.
- D. Services shall be performed under the general direction of a contractor designated supervisor, who may change scheduled duties and activities, within the framework of the defined services to be performed.
- E. Guard(s) or similar personnel must be uniformed and ready for duty at the start of each shift. Changing of clothes or taking personal items to a locker must be done outside of work hours. Guard(s) or similar personnel must continue to work and may not change clothes or prepare to leave before the end of a shift.

- F. Bidders to this IFB shall take into consideration that an existing security guard service contract is in place until June 30, 2016. The estimated start date for the new contract is July 1, 2016. It shall be understood by the awarded Contractor that the term of the new contract to provide library rules enforcement services shall commence on the date designated in the Notice to Proceed, and end on June 30, 2017. The estimated hours as specified in the BID pages are an estimate and used for bid purposes only. Contractor may be required to furnish library rules enforcement services for more or less than the number of person hours estimated at the price quoted.

## 2. SERVICES TO BE PERFORMED

Library rules enforcement duties to be performed by the Contractor's employees shall include but not be limited to the following:

- A. Enforce Library and University policies of conduct within the facility (to view University of Hawaii at Manoa Library Use and Conduct Policy: [http://library.manoa.hawaii.edu/about/policies/library\\_use-conduct.php](http://library.manoa.hawaii.edu/about/policies/library_use-conduct.php)).
- 1) Maintain contact with designated Library staff. Uphold the University's safety and security mission, goals/objectives, and requirements for providing service.
  - 2) Ensures that the policy on quiet in the libraries is observed where specified.
  - 3) Enforce library policies regarding use of public computers.
  - 4) Be alert and maintain surveillance for unusual and deviant behavior, i.e., vandalism, harassment, suspicious behavior.
  - 5) Submit to designated Library staff, by end of shift, a written report of problems, complaints and/or solutions; include any directives or instructions that were given from Library staff regarding problems within the Library.
  - 6) Ensure that health and sanitation standards are observed by enforcing Library rules on eating, drinking, and smoking.
  - 7) Maintain a safe study environment by enforcing fire code policies such as the use of extension cords and keeping all fire exits clear of obstacles (chairs, tables, rubbish cans, etc.).
- B. Communicate with designated University Departments and external emergency

services when required.

- 1) Able to communicate properly via two-way radio and telephone.
- 2) Maintain constant communication with designated Library personnel, and must be accessible at all time via two-way radio or cell phone.
- 3) Communicate with University Department of Public Safety in cases requiring joint action.
- 4) When appropriate, contact external agency or agencies for emergency services, i.e., ambulance, police, fire.

C. Monitor traffic in and out of the facility.

- 1) Identify University property and ensure that it does not leave the premises unless properly checked out at a Circulation Desk. Follow existing procedures for questioning those who set off the Library detection system alarms located at the front entrance.
- 2) Count persons entering and/or patrol throughout the building; noting the number of people present at designated times.
- 3) Assist in opening and/or closing the Library when required.

D. Control entry and egress points as instructed.

- 1) Lock and unlock doors as scheduled.
- 2) Turn lights and other equipment on or off as scheduled or needed.
- 3) Obtain and return keys as necessary.

E. Be present at checkpoints; conduct headcounts and patrols as designated and scheduled.

F. Contractor's road supervisor or appropriate company representative shall perform periodic on-site checks, minimum FOUR (4) times per year, on the guards or similar personnel assigned to their stations to verify attendance, and notify the Library supervisor or designee to assure the Library staff that they are providing adequate security in accordance with the contract specifications.

G. Contractor's road supervisor or appropriate company representative shall maintain open lines of communications with the Library supervisor or designee from each site through the use of email, telephone, fax, and/or on site visits.

3. FACILITIES AND EQUIPMENT

The University shall furnish Contractor's personnel assigned to provide the required services, with all facilities and equipment needed to perform the work required, with the exception of uniforms, flashlights, handheld communication devices, specialized security guard related computer software and hardware, timekeeping or patrolling equipment, and any other device or item required by the Contractor to be utilized by security guard or similar personnel in the execution of their duties. Uniforms shall be of the type normally provided by security service agencies and shall be subject to approval by the University.

4. CONTROL OF WORK

The University or its duly authorized representative shall decide all questions which may arise as to the quality or acceptability of the services performed and the manner of performance. Such decision shall be final and the University shall have the authority to enforce such orders by the right to terminate the contract as provided in General Provision 6.10, Termination for Default.

5. REJECTION OF CONTRACTOR'S PERSONNEL

The University may, in writing, require the Contractor to remove from work any employee the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable and any Contractor's employee so removed shall not be employed again in any portion of the work under this contract. Following their first FIVE (5) days of work, library staff shall prepare written evaluations of each new personnel provided by the Contractor.

6. PROHIBITED ITEMS

Contractor's guards or similar personnel shall not carry or use firearms while performing work under this contract unless the Contractor is specifically authorized to do so, in writing, by the University. The Contractor's guards or similar personnel shall not possess other dangerous weapons as defined by the Hawaii Revised Statutes Chapter 134, Part III: Dangerous Weapons. Under no circumstances shall any of the Contractor's guards or similar personnel possess mace, pepper, or any type of irritant spray or compound, regardless of obtaining a license to possess or possessing unregulated quantities.

7. ESTIMATED HOURLY REQUIREMENTS

The total hours specified are an estimate and are used for bid purposes only.

Contractor may be required to furnish library rules enforcement services for more or less than the number of hours estimated at the hourly rate bid. In the event the total hours are less than the estimate shown in the specifications, this reduction in hours shall not constitute the basis for an equitable price adjustment for the Contractor.

8. CONTRACTOR'S ASSISTANCE

Contractor shall provide assistance and advice to the University in supervising and carrying out the library rules enforcement program.

9. QUALIFICATIONS OF LIBRARY RULES ENFORCEMENT PERSONNEL

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

- A. Shall be investigated by the Contractor before entering on duty to determine good character and reputation, suitability for employment, personal qualifications meeting required employment standards, and for compliance with guard or similar personnel requirements set forth in Hawaii Revised Statutes, Chapter 463. This investigation may include such things as inquiries of former employers, references, and schools attended. Certified summaries of the Contractor's investigations shall be provided on request.
- B. Shall possess maturity, good judgment, courage, alertness, tact, self-reliance, even temperament, and an ability to maintain good performance.
- C. Shall possess a good working knowledge of security guard or similar personnel requirements; have a high school education, or equivalent, or be a veteran with police or military experience commensurate with the type of service to be rendered; be proficient in the reading and comprehensive understanding of printed regulations, detailed written orders, and training materials; and be able to compose reports and communicate verbally to clearly convey complete factual information.
- D. Shall be in good general health without physical defects or abnormalities, which would interfere with the performance of duties. Must be able to stand or walk (patrol) for EIGHT (8) straight hours.
- E. Shall have good oral and written communication skills.
- F. Shall present clean, neat overall appearance.
- G. Shall utilize Library equipment and computers only for work related tasks. When on duty, the Contractor's personnel shall refrain from having visitors and socializing.

H. Shall be compliant with HRS Chapter 463 and when on duty shall carry their valid State of Hawaii Professional and Vocational License with them at all times. Pursuant to HRS Section 463-10.5, effective July 1, 2013, all guards, and all agents, operatives, and assistants employed by a guard agency, private business entity, or government agency who act in a guard capacity shall apply to register with the Board, and meet the following registration, instruction, and training requirements prior to acting as a guard:

- 1) Be not less than eighteen (18) years of age;
- 2) Possess a high school education or its equivalent;
- 3) Not be presently suffering from any psychiatric or psychological disorder which is directly related and detrimental to a person's performance in the profession;
- 4) Not have been convicted in any jurisdiction of a crime which reflects unfavorably on the fitness of the individual to act as a guard, unless the conviction has been annulled or expunged by court order; provided that the individual shall submit to a national criminal history record check as authorized by federal law, including, but not limited to the Private Security Officer Employment Authorization Act of 2004, and specific in the rules of the Board.
- 5) Successfully complete EIGHT (8) hours of classroom instruction given by Board approved instructor on a Board approved curricula before the first day of service; and
- 6) FOUR (4) hours of classroom instruction annually thereafter.

#### 10. SCHEDULE FOR SERVICES

In general, Contractor shall provide services at times the buildings are open to the public, during early morning and late evening hours. **For the period commencing on the date designated in the Notice to Proceed through June 30, 2017, a combined total of approximately 16,303 hours would be scheduled, at the present time.** However, these basic hours of schedules are subject to change. Contingent upon the availability of funds, the University may **increase or decrease** the contract man-hours of library rules enforcement coverage required.

For bidding purposes, the estimated annual schedules and estimated hours for the Hamilton and Sinclair Libraries are:

A. Guards or similar personnel are currently on duty in Hamilton Library from:

Fall and Spring Semesters:

Regular and Extended Hours (211 hrs./week):

12:10 p.m. – 10:10 p.m., Sunday

8:10 a.m. – 10:10 p.m., Monday through Thursday

8:10 a.m. – 6:10 p.m., Friday

9:10 a.m. – 5:10 p.m., Saturday

Summer Sessions I & II Hours (151 hrs./week)

12:00 p.m. – 6:00 p.m., Sunday

8:00 a.m. – 6:00 p.m., Monday through Friday

Interim: Winter, Spring, Summer, and Spring Break (115 hrs./week)

8:10 a.m. – 5:10 p.m., Monday through Friday

Estimated total hours for annual period for Hamilton Library are 9,638 hours. For more schedule information, please contact Mark-Roel Pascua, Hamilton Library Building Management, telephone (808) 956-0341.

B. Guards or similar personnel are on duty in Sinclair Library from:

Fall and Spring Semesters:

Regular and Extended Hours (172.50 hrs./week)

24 hours/5 days schedule:

12:00 p.m. Sunday to 6:15 p.m. (close) Friday

12:00 p.m. to 6:15 p.m. (close) Saturday

Additional hours on study days and Finals week Fall and Spring

24 hours/7 days schedule (50.25 hrs./week in addition to the regular hours schedule)

Study week #1 and #2 - in addition to regular hours only

9:00 p.m. – 11:00 p.m. shift, Sunday through Thursday

6:00 p.m. – 12:00 a.m., Friday

12:00 a.m. – 12:00 p.m. and 6:00 p.m. – 12:00 a.m., Saturday

12:00 a.m. – 12:00 p.m., Sunday.

Finals week #3 - in addition to regular hours only

9:00 p.m. – 11:00 p.m. shift, Sunday through Thursday

Regular hours close on Friday at 6:15 p.m.

Summer Sessions I & II Hours (57.50 hrs./week):

12:00 p.m. – 6:15 p.m., Sunday

8:00 a.m. – 6:15 p.m., Monday through Friday

Interim: Winter, Spring, Summer, and Spring Break (46.25 hrs./week)

8:00 a.m. – 5:15 p.m., Monday through Friday.

Estimated total hours for annual period for Sinclair are 6,665 hours.

For more schedule information, please contact Edythe Kaanapu, Head, Sinclair Library Circulation, telephone (808) 956-5418.

11. LIBRARY RULES ENFORCEMENT SERVICES REQUIREMENTS

Because of the grave nature of the services under this contract, the Contractor shall, within SEVEN (7) days' after receipt of the Notice to Proceed, provide information on all contract employees who had conviction records and the nature of such convictions. The University shall handle such information in a confidential manner. Should it be determined from the particular facts and circumstances of any contract employee's record that the employee would not be acceptable to perform work under the contract; the University shall so notify the Contractor in writing.

All questions pertaining to the Technical Specifications shall be directed to Mark-Roel Pascua, Hamilton Library Building Management, telephone (808) 956-0341; and Edythe Kaanapu, Head, Sinclair Library Circulation, telephone (808) 956-5418.

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

## SPECIAL PROVISIONS

### 1. SCOPE

The Providing of Library Rules Enforcement Services at the University of Hawaii Libraries shall be in accordance with the terms and conditions of IFB No. 16-0601 and the General Provisions dated September, 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property 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>

### 2. AUTHORITY

IFB No. 16-0601 is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

### 3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representatives of the Procurement Officer are Mark-Roel Pascua, Hamilton Library Building Management, telephone (808) 956-0341; and Edythe Kaanapu, Head, Sinclair Library Circulation, telephone (808) 956-5418.

### 4. SITE VISITATION

Each bidder shall visit the site and examine the conditions of same and be aware or satisfied as to the physical conditions and environment in relation to the work to be performed as called for by the specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Offerors shall arrange for an appointment for a site visit at Hamilton Library by calling Mark-Roel Pascua, telephone (808) 956-0341, Monday through Friday, after 1:30 p.m.; and for Sinclair Library, by calling Edythe Kaanapu, telephone (808) 956-5418, Monday through Friday after 9:00 a.m. (excludes recognized holidays).

### 5. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$25,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes (HRS), that:

- a. The services rendered shall be performed by employees paid at not less than the wages or salaries paid public officers and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid to public officers and employees for similar work. The University shall grant the Contractor additional compensation, in accordance with Special Provision 12, ESCALATION CLAUSE.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

6. LICENSED

Bidders must comply with the provisions of Chapter 444, HRS, which requires that all persons or firms doing business in the State must be licensed, and does not permit any persons or firms without a license to operate or furnish services within the State. Any bid submitted hereunder wherein the bidder is not licensed by the State of Hawaii will be considered non-responsive and be rejected.

7. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidders must also have the requisite experience, appropriate forms of insurance and proper licenses. The University reserves the right to disqualify any bidder, if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

8. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Special Provision 5, ELIGIBILITY TO BID. To assist the bidder in determining whether the work his/her employees are to perform under this contract is similar to that performed by public employees, the following is the position classification that performs library rules enforcement services:

Library Assistant III: SR-07

Bidders are further advised that the wages to be paid to employees in the aforementioned position classification are known as follows:

<u>Class</u>	<u>Hourly Rate</u>
SR-07	\$12.32

9. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the University.

10. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for the period commencing on the date designated in the Notice to Proceed through June 30, 2017. The University reserves the right to terminate the contract at any time, upon THIRTY (30) days' prior written notice.

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

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

12. ESCALATION CLAUSE

If the prevailing wage rates for state civil service workers performing similar work is increased, the University shall allow the Contractor to adjust the contract price not more than the percentage increase granted to state civil service workers performing similar work. Price adjustments shall be made through modifications to the contract for the difference upon written request of the Contractor, provided that, prior to or concurrent with such request the Contractor documents to the satisfaction of the University that he/she has paid his/her employees wages not less than that paid to public employees doing similar work during the period of the contract. However, in the event Section 103-55, HRS, is repealed or modified so that this section of the statute is no longer applicable to this contract, this clause will be voided.

13. INSURANCE

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

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

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

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

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of 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 with respect to operations performed for the University of Hawaii."

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

Contractor agrees to deposit with University, on or before the 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 therefore on deposit with the University during the entire term of this contract.

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

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

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

14. PAYMENT

The Contractor shall be remunerated after satisfactory performance monthly for the actual number of hours that services are requested and provided. The Contractor shall submit an original invoice, indicating the contract number, for the work performed the previous month by the tenth of each month to:

Library Services – Fiscal Office  
University of Hawaii at Manoa  
2550 McCarthy Mall  
Honolulu, Hawaii 96822

15. EXAMINATION OF RECORDS

The Contractor shall allow the University to examine and inspect its books and records of income and payroll expenses relating to this contract during normal office hours as the University may require, and to allow an annual audit of said income and payroll expenses related to its University operation by a firm of independent auditors chosen by the University. The University shall pay the costs of such an audit.

The Contractor shall preserve all of its books and records of income and payroll relating to the contract for a period of THREE (3) years following termination thereof, during which time such records shall be made available for inspection to the University or its authorized representative upon request.