

INVITATION FOR BIDS (IFB) NO. 17-0001

FOR

SECURITY GUARD SERVICES

FOR

UNIVERSITY OF HAWAII AT HILO

HILO, HAWAII

JULY, 2016

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

TABLE OF CONTENTS

IFB No. 17-0001 for Security Guard Services for University of Hawaii at Hilo, Hilo, Hawaii

	Pages
Notice to Bidders	1
Business Classification Certification Statement	1-2
Bid Form	1-6
Technical Specifications	1-14
Special Provisions	1-6

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. 17-0001, Security Guard Services for University of Hawaii at Hilo, 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., July 29, 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 Kurt Minato (808) 956-7159.

David Lassner
President, University of Hawaii

Posting Date: July 18, 2016

Vendors downloading the IFB shall be responsible for notifying the Procurement Specialist Kurt Minato (e-mail: minato@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
 SECURITY GUARD SERVICES
 FOR
 UNIVERSITY OF HAWAII AT HILO

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. 17-0001, TO PROVIDE SECURITY GUARD SERVICES FOR THE UNIVERSITY OF HAWAII AT HILO, HILO HAWAII, and offers to provide the security guard services, as required by the University for the period commencing on October 1, 2016 through September 30, 2017, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

GROUP I: UNIVERSITY SECURITY OFFICER II (SR-16) – SHIFT SUPERVISOR

<u>Hourly Rate</u> <u>(Per Hour, Net)</u>	X	<u>Estimated</u> <u>Annual Hours</u>	=	<u>Annual</u> <u>Total Amount</u>
\$_____	X	8,784 hours	=	\$_____

GROUP II: UNIVERSITY SECURITY OFFICER I (SR-14) – PATROL/DISPATCHER

<u>Hourly Rate</u> <u>(Per Hour, Net)</u>	X	<u>Estimated</u> <u>Annual Hours</u>	=	<u>Annual</u> <u>Total Amount</u>
\$_____	X	34,442 hours	=	\$_____

GROUP III: UNIVERSITY SECURITY OFFICER I (SR-14) – MOTORIZED PATROL

<u>Hourly Rate (Per Hour, Net)</u>		<u>Estimated Annual Hours</u>		<u>Annual Total Amount</u>
\$ _____	X	8,784 hours	=	\$ _____

TOTAL AMOUNT FOR GROUPS I, II, AND III: \$ _____

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

CERTIFICATION OF COMPLIANCE

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

TAX LIABILITY

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

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AMOUNT FOR GROUPS I, II, and III.**

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 - 6, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

INFORMATION REQUIRED FROM BIDDER

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

1. Place of Business in Hawai'i: _____
Name of Company

Street Address

City, State, and Zip

2. Bidder's Principal Location:
(if different from place of business) _____
Street Address

City, State, and Zip

3. Bidder is licensed to perform guard services in Hawai'i: ___Yes ___No
License No. _____ (must be licensed at the time of bid submittal)

4. Number of years of experience in the delivery of security guard services: _____

5. Has a minimum of FIVE (5) consecutive years of experience at institutions of higher education?
___Yes ___No

6. Number of guards regularly employed in Hawai'i by the bidder: _____

7. References (Firms where guard services are/were provided)

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

PRINTED NAME OF COMPANY REPRESENTATIVE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE OF COMPANY REPRESENTATIVE

DATE

CONTACT TELEPHONE NUMBER

WAGE CERTIFICATE

Description of Project: _____

(To be filled in by prospective bidder)

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

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

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

Bidder: _____

Signature: _____

Title: _____

Date: _____

(IF BY INDIVIDUAL)

NAME (Signature) TYPED NAME

SOCIAL SECURITY NUMBER

D.B.A.

FEDERAL TAXPAYER IDENTIFICATION NUMBER

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER

(IF BY PARTNERSHIP)

OFFICIAL/LEGAL NAME OF FIRM

FEDERAL TAXPAYER IDENTIFICATION NUMBER

NAME (Signature) TYPED NAME

PARTNER

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER

(IF BY CORPORATION)

OFFICIAL/LEGAL NAME OF COMPANY

FEDERAL TAXPAYER IDENTIFICATION NUMBER

*OFFICER (Signature) TYPED NAME

TITLE

ADDRESS OF COMPANY

CITY STATE ZIP CODE

(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 security services required by the University of Hawai'i at Hilo. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF SERVICE

Contractor shall provide uniformed, non-sworn/unarmed security guard services to safeguard and protect campus facilities, property, personnel, and students at the University of Hawaii at Hilo ("University") campus (includes main campus and off-campus facilities), in addition to providing information and direction or conducting other security-related tasks as required. As needed, and as requested by the Director of Campus Security, security guard services may be separately requisitioned for special events and functions.

The Contractor shall take into consideration that, at the time of bidding, a security guard service contract is in place until September 30, 2016. The estimated hours as specified in the BID pages are an estimate and used for bidding purposes only. The Contractor may be required to furnish guard services for more or less than the number of person hours as represented on the bid page(s).

The CONTRACTOR shall also take into consideration that it is the intent of the UNIVERSITY to eventually hire in-house security guards to perform campus security services historically performed through contracted security services. The UNIVERSITY will decrease contracted work hours and/or eliminate contracted security personnel if the UNIVERSITY hires in-house security guards during the term of this contract.

2. CONTRACTOR REQUIREMENTS

The lowest responsive and responsible bidder must submit supporting documentation within SEVEN (7) calendar days from the request of the University which indicates that all of the minimum requirements listed below are met.

- A. **License and Registrations.** The Contractor must be properly licensed in accordance with the Hawaii Revised Statutes, Volume 10-Chapter 436: Guard and guard agencies; license required. Accordingly, all security guards who are assigned to the campus must be currently registered with the State Department of Commerce and Consumer Affairs.
- B. **Experience.** The Contractor must have a minimum of FIVE (5) years experience in providing satisfactory security guard services with similar duties and responsibilities to institutions of higher education.

- C. **Training and Education Program Capabilities.** The Contractor shall have, in place at the time of bid submittal, a comprehensive training and education program for its security guard personnel. The program must meet the training and education criteria set forth in Hawaii Revised Statutes, Chapter 436: Guards; registration, instruction, training, testing, and continuing education required; renewal of registration, etc. The program must have a means to track such training and education requirements, initial completion, any re-certification deadlines, and any other pertinent data that relates to maintaining security guard personnel credentials.

Additionally, the Contractor shall provide documentation detailing its current personnel resources (and their skills) to conduct instructional sessions. Provide the University with detailed professional qualifications and credentials at the time of bid submission (include names, educational background, and applicable training experience). The University instructional sessions will be required for all Contractor administrators and security guard personnel who are assigned to the University campus***. The training must be completed prior to the first day of duty on campus. The following sessions shall be delivered by a qualified trainer at no cost to the University:

- 1) Minimum of TWO (2) hours overview of the Federal Clery Act with focus on compliance guidelines regarding the requirement for campuses to designate Campus Security Authorities, details of their roles and responsibilities in crime reporting, and the requirement for timely warning to the campus community;

AND,

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

***University to provide content to the Contractor

- D. **Enhanced, Real-time Operational Tracking Capabilities.** The Contractor shall have, in place, at the time of bid submittal, technologically enhanced means to track its security guard personnel and their operational activities other than traditional radio/phone-in checks and hardcopy activity logs. The capabilities are to be web-based, accessible by the University, and at no cost to the University should there be any special equipment, software, or networking requirements other than currently in place at the campuses. The following are the types of information (at minimum) that the University will require by accessing the Contractor's web-based system:

- 1) Contract security personnel scheduling information by assigned campus;
- 2) GPS (Global Position System) tracking data to determine location(s) of security guard personnel;

- 3) Tracking data to ensure that pre-determined checks have been completed according to schedule.

3. SERVICES REQUIRED

The Contractor shall provide ONE (1) or more uniformed personnel to conduct security guard activities that support, protect, and preserve the educational environment through their assigned duties and tasks defined by the Director of Campus Security.

The Contractor's field supervisory personnel will be required to periodically monitor the activities of the posted security guards; and, be physically available to respond to a request for assistance by either the posted security guards or upon request by the Director of Campus Security.

Assigned activities for security guard personnel generally include conducting patrols, enforcing policies and procedures, taking appropriate campus actions in support of first responders, preparing documentation, and conducting campus operational tasks and other duties related to the Campus Security Department. Common assignments can include, but are not limited to, the following:

- A. **Prevention and Protection.** Conduct foot and/or motorized patrols and inspect buildings, walkways, parking lots, and other areas; check for any unusual, suspicious circumstances or deviant behavior; check for discrepancies such as visible smoke or flames, unsafe conditions, inadequate lighting, unsecured or open doors/windows and respond and make necessary notifications; identify and report potential safety and security issues/hazards; take appropriate actions and make notifications to minimize further risk to the campus community.
- B. **Response.** Upon request, notification, or detection of certain incidents and activities, take appropriate actions which may include, but are not limited to, those listed in the following areas below:
 - 1) Violations of policies or procedures. Actions may include issuing a verbal or written warning or notice, writing citations, and notifying supervisors and campus representatives.
 - 2) Trespassers. Actions may include preventing the trespasser from gaining entry or access to areas, identifying and issuing a trespass warning according to campus procedures, calling State or local law enforcement and detaining the subject until the arrival of law enforcement personnel.
 - 3) Criminal offenses. Actions may include immediately calling State or local law enforcement, providing incident information to law enforcement personnel upon their arrival, providing assistance and support, and notifying supervisors/campus officials.

- 4) Blue Phone Emergency Station Calls. Actions may include answering calls (which are initiated from Code Blue Emergency Stations and forwarded to the duty phone), assessing the emergency, summoning the appropriate emergency response agencies if needed, approaching the caller or victim (if safe to do so) in order to provide such aid as deemed necessary (and for which the assigned security guard personnel is trained to deliver), and/or providing other assistance as deemed exigent or logical under the circumstances (e.g., relaying suspect information from the victim to the first response dispatcher).
- 5) Other Emergencies. During emergencies, such as fires or accidents or other serious incidents that adversely affect the campus community, actions may include summoning the appropriate emergency first response agencies, providing such aid as deemed necessary (and for which the assigned security guard personnel is trained to deliver), and/or providing other assistance as deemed exigent or logical under the circumstances (e.g., protecting evidence at the scene of a crime, guarding an area following a disaster or critical incident, etc.).
- 6) Campus Motorized or Foot Escorts. Actions may include transporting campus personnel or visitors from one part of the campus to another in a motorized vehicle or walking with the person to their destination.

C. **Service and Outreach**. Provide assistance, information, direction, a “show of support” when a security presence is necessary, help educate members of the campus community on safety and security policies, and develop and maintain a security/campus community relationship through interpersonal contact.

D. **On- / Off-Hour Campus Operations**. Conduct campus opening and closing tasks such as unlocking/locking gates, doors, windows, turning on/off lights and air handling units/fans, or securing equipment; conduct parking attendant duties; conduct other tasks as may be assigned by the campus official or designee.

E. **Log and Report**. Enter all pertinent security guard activities in the campus daily log (or other applicable log) and submit formal incident reports as deemed necessary.

4. SCHEDULE OF SERVICES

The total man-hours per year (e.g., X hours x 365 days) as specified in the BID pages is only an estimate for bid purposes. Contingent upon the availability of funds, the University may increase or decrease the man-hours of security coverage required.

Contractor’s employees may be scheduled to work days and afternoon shifts on weekdays, Saturdays, Sundays, and holidays in addition to the evening to early morning shift depending on campus requirements.

The Contractor must fulfill campus requests to increase security guard services (from what was originally contracted) within a timeframe that is agreeable to both the Director of Campus Security and the Contractor. In the event the man-hours are less than the

estimate shown in the specifications, this reduction in man-hours shall not constitute grounds for equitable price adjustment for the Contractor.

For bidding purposes, the locations and approximate schedule for services (days of the week, hours of the day) are as follows:

A. ON CAMPUS

Location: University of Hawaii at Hilo, 200 W. Kawili Street, Hilo, Hawaii 96720.

Schedule and Hours:

Officer	Schedule	Hours	Guards on Post	Description of Duties
Shift Supervisor University Security Officer II (SR-16)	Sun - Sat 05:45 – 14:15	8	1	Oversee the work of a group of University Security Officers, patrols the campus facilities to enforce laws for the protection and security of personnel and property; prepares reports and takes appropriate action.
	Sun - Sat 13:45 – 22:15	8	1	
	Sun – Sat 21:45 – 06:15	8	1	
Dispatcher University Security Officer I (SR-14)	Sun - Sat 05:45 – 14:15	8	1	Receives emergency calls; assigns calls to field officers. Documents security activities via electronic media.
	Sun - Sat 13:45 – 22:15	8	1	
	Sun – Sat 21:45 – 06:15	8	1	
Patrol (Parking)* University Security Officer I (SR-14)	Mon – Fri 05:45 – 16:55	11	1	Monitor parking lot activities and collect parking lot fees.
	Mon - Fri 07:45 – 16:15	8	1	
Patrol (Campus) University Security Officer I (SR-14)	Sun – Sat 05:45 – 14:15	8	2	Conduct campus patrol (either on foot or by motorized patrol), escorts as needed, facility access control, and other security related tasks.
	Sun – Sat 13:45 – 22:15	8	2	
	Sun – Sat 21:45 – 06:15	8	2	
Patrol (Dormitory) University Security Officer I (SR-14)	Sun – Sat 20:00 – 04:30	8	1	Conduct student dormitory patrol (either on foot or by motorized patrol), escorts as needed, facility access control, and other security related tasks.

*NOTE: Fees are collected from visitors who do not have the appropriate parking passes. The collection and reconciliation of hourly parking fees shall be conducted by mutually agreed upon standard operating procedures (to be provided to the Contractor

by the University). Note that all parking fees collected will be the property of the campus and are not intended for revenue-sharing with the Contractor.

B. OFF CAMPUS

Locations: Pacific Aquaculture and Coastal Resources Center (Keaukaha), Panaewa Farm, Hawaii Innovation Center at Hilo (Keawe Street), and College of Pharmacy (Rainbow Drive).

Schedule and Hours:

Officer	Schedule	Hours	Guards on Post	Description of Duties
Patrol (Motorized) University Security Officer I (SR-14)	Sun - Sat 05:45 – 14:15	8	1	Conducts off-campus patrol (either on foot or by motorized patrol), escorts as needed, facility access control, and other security related tasks.
	Sun - Sat 13:45 – 22:15	8	1	
	Sun – Sat 21:45 – 06:15	8	1	

The University requires one motorized unit to patrol off-campus facilities located at 117 Keawe Street, Panaewa Farm, Keaukaha, and 34 Rainbow Drive. Motorized patrol shall require security guard services by way of a Contractor-provided vehicle to conduct several patrol tours during each 24-hour period of non-business hours. Patrol shall consist of entries to gated areas to conduct perimeter checks in addition to inspections of locks, entry ways, and overall observation of the secured condition of doors and windows.

C. NHERC (NORTH HAWAII EDUCATION AND RESEARCH CENTER)

Location: 45-539 Plumeria Street, Honoka'a Hawaii.

Schedule and Hours:

Officer	Schedule	Hours	Guards on Post	Description of Duties
Patrol University Security Officer I (SR-14)	Mon – Sun 19:30 – 04:30	8	1	Conducts patrol (either on foot or by motorized patrol), escorts as needed, facility access control, and other security related tasks.

D. Special Events and Functions. Additional security guard services to augment current campus security for special events and functions to include, but not limited to, University athletic events, student activities, commencement, Chancellor functions and other special events may be requested, as needed by the Director of Campus Security.

5. CONTRACTOR REPOSIBILITIES

- A. **Quality Control.** The Contractor shall perform all services in accordance with the terms of the contract and in accordance with the best practices of the industry. The Contractor shall ensure, by proper direction and management, supervision and inspection, that an adequate and qualified workforce and requisite resources are maintained to perform the services covered by the contract. The Contractor shall ensure the development of a sufficient pool of employees that meet the training and credential requirements of the University in order to provide adequate coverage should there be unexpected absences, sick leave, or other leave requirements.
- B. **General Account Oversight.** The Contractor shall provide a designated Contract Account Manager to provide contract account oversight to ensure that all contract terms and conditions are met; and, that all necessary personnel labor, equipment, materials and supplies are available to meet those terms and conditions. The Contract Account Manager shall serve as the primary liaison to the Director of Campus Security with regard to all contract, fiscal, logistical, and personnel matters; and shall ensure the following:
- 1) **Alternate Points of Contact.** The Contractor shall provide the University with the names and contact information of the Contractor's designated first and second alternate in the event the primary Contract Account Manager and/or supervisor(s) cannot be reached.
 - 2) **Communication and Notification.** The Contractor shall maintain regular communication with the Director of Campus Security on issues that affect or have the potential to affect security guard services especially on issues related to security guard personnel who have been on undeterminable extended leave, arrested, indicted, convicted, or received a finding of probation or probation before judgment.

The Contractor must provide as much advance notice as possible of any scheduled or unscheduled leave for posted security guard personnel. The Contractor shall provide security guard services during inclement weather conditions or on holidays unless otherwise communicated and agreed upon by both the Contractor and the Director of Campus Security or designee.
 - 3) **Remediation of Personnel Issues.** The Contractor shall have, in place, a process to immediately remove any person (while performing service for this contract) who in the final opinion of the Director of Campus Security or designees acts in the following manner:
 - a) Does not perform the services in a proper and skillful manner;
 - b) Is ambivalent, disrespectful, dishonest, intemperate, disorderly, negligent or defiant in compliance to direction or orders;

- c) Causes significant affront or otherwise depicts an objectionable demeanor that is cause for significant affront;
- d) Exhibits other behavior or takes other action in conflict with the Campus Security Department Codes of Ethics and Conduct.

Such person may be the Contractor's principal agent, supervisor, clerk, security guard, or other persons employed or representing the Contractor. Such person shall be removed forthwith from direct delivery of contract services and shall be replaced by another qualified employee within TWO (2) hours. Such removed person shall not be returned or assigned to service any part of this contract without the prior consent from the University and the affected campuses.

- 4) **Meal and Interval Breaks.** The Contractor shall provide relief for reasonable meal and interval breaks for posted security guard personnel, as needed, to ensure optimum performance in the delivery of security guard services. Relief personnel must be qualified under the terms of this contract. At no time shall the campus be unmanned.
- 5) **Rest Periods.** The Contractor shall ensure a minimum ten (10)-hour rest period for individual guard personnel before reporting back to campus duty in order to ensure alertness and accuracy in the delivery of security guard services. The Contractor shall ensure that no security guard personnel may work more than TWELVE (12) hours during each TWENTY-FOUR (24)-hour period or SIXTY (60) hours during each scheduled work week.

C. Field Supervisory Support. The Contractor shall ensure adequate field staff to provide guidance and support when needed to security guard personnel who are assigned to the campus. Such supervisory staff must be available to fulfill the responsibilities of a non-reporting security guard (no-show) as well as available for in-person conference by security personnel or the Director of Campus Security or designees. Field supervisory staff cannot concurrently serve in a multi-site supervisory capacity and as a posted security guard; but, may provide temporary post relief for reasonable meal and interval breaks. A field supervisor may provide temporary campus coverage while seeking personnel replacement; but, only for a maximum of TWO (2) hours.

D. Initial Training, Orientation, and Credentialing. The Contractor shall conduct all requisite training, instructional sessions, briefings and orientations for all security guard personnel who are to be assigned at the campus. These activities shall be conducted at no additional cost to the University and prior to the first day of assignment. The Contractor will be required to immediately replace any security guard personnel who arrive for their first day of duty without advance documentation to support the training, orientation, and credentialing requirements.

E. **Compliance with Homeland Security; National Incident Management System/Incident Command System.** The University is required to comply with National Homeland Security guidelines. Therefore, as an extension of the University through the delivery of contracted services, the Contractor shall provide documentation that assigned security guard personnel, their respective field supervisors, and the Contract Account Manager have satisfactorily completed the appropriate on-line Independent Study courses listed below. Documentation of completion must be provided prior to the first day of assignment at the campus. Independent Study (IS) courses are hosted on-line by the Federal Emergency Management Agency at no cost (<http://training.fema.gov/is/crslist.asp?page=all>). The required courses are:

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

F. **Post Orders.** The Contractor shall work with the University to develop campus-specific written post orders for their personnel. These post orders shall be unique to the Contractor's agency and must detail the expectations and duties of the security guard personnel assigned to the University. The Contractor is responsible to ensure that all assigned personnel reads, comprehends, and complies with the post orders.

G. **Reports, Files and Records.** The Contractor shall prepare, compile, and maintain appropriate files and records which accurately depict the items listed below; and, shall submit reports or copies of files and records as may be requested by the University.

- 1) Documentation on post orders, change orders, and implementation thereof;
- 2) Documentation on personnel qualifications, credentials, training, and health and safety clearances and certifications;
- 3) Correspondence and similar records kept in the normal course of business for this contract.

6. CONTRACTOR FURNISHED ITEMS

A. All security guard personnel assigned to campuses shall receive adequate and well maintained items that enable optimum performance in the delivery of contract services.

- 1) **Uniforms.** The Contractor shall furnish approved uniforms with insignia, badges, duty belt with accessories, and photo identification for all employees who are assigned to campuses.
- 2) **Other Gear.** The Contractor shall furnish foul-weather gear and other protective or safety items to support the best level of personnel performance under inclement conditions.

- 3) Equipment and Supplies. The Contractor shall furnish and maintain, in acceptable condition, all equipment, materials and supplies to include, but not limited to, the following:
 - a. Transportation vehicle. Outfitted with: day and night safety lights (University designated light cover colors), side mirrors, reflective safety striping, lockable storage compartment, weather resistant 2-way radio capability (if a radio is required by the campus; and, must be compatible and interoperable with the campus radio system to which the security guard personnel is assigned), enunciator system, and identifying markings or decals of the Contractor's company. These vehicles are primarily for motorized patrol on-campus and off-campus, and may also be utilized as a means to escort people from one location to another. Note: this vehicle is not intended to replace any scheduled foot patrols as determined by each campus.
 - b. Flashlights, batteries, irradiant safety clothing or equipment, other necessary lighting equipment, and rain protection clothing as required by each security guard shift;
 - c. Protective items such as disposable masks, gloves, ear plugs;
 - d. Any other device or item required by the Contractor to be utilized by security guard personnel in the execution of their duties with the exception of prohibited items which are described in the next section.

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

- 1) Firearms. Under no circumstances shall any of the Contractor's personnel possess a firearm on campus. Even if the individual has a valid permit to carry a firearm, such firearm shall be secured at an off-campus property. Firearms are not to be brought or stored on campus or in a vehicle on campus under any circumstances.
- 2) Other Dangerous Weapons. Under no circumstances shall any of the Contractor's personnel possess, or store on campus property, other dangerous weapons as defined by the Hawaii Revised Statutes Chapter 134, Part III: Dangerous Weapons.
- 3) Other Prohibited Items. Under no circumstances shall any of the Contractor's personnel possess, or store on campus property, any type of irritant spray (mace, pepper, or similar compound), regardless of obtaining a license to possess or possessing unregulated quantities.

7. QUALIFICATIONS OF SECURITY GUARD PERSONNEL

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

- A. **General.** Security guard personnel assigned to the campus must be no less than EIGHTEEN (18) years old, be currently registered as a guard in the State of Hawaii, and satisfactorily passed the additional State Department of Commerce and Consumer Affairs screening requirements. In addition to possessing the ability to conduct foot patrols, the security guard personnel must possess a valid driver's license and be able to drive a golf cart (gas or electric) or similar motorized vehicle in addition to a passenger motor vehicle. Contractor shall ensure that driving records are void of excessive or repetitive violations that could have a negative impact on the delivery of services while operating a motorized vehicle.
- B. **Compliance with State Law and Background Checks.** Security guard personnel for campuses must meet State law requirements which also include registration, criminal background clearance, psychological evaluation and fitness, and completion of the minimum initial and periodic training/education. Candidates must satisfactorily complete any of the Contractor's investigation, screening, reviews of character, suitability for employment, past/current employment references, and qualifications before being allowed entry on campus for duty.
- C. **Skills, Knowledge, and Abilities.** Security guard personnel for campuses must be fully capable to read, comprehend, write, and speak the English language to the level of proficiency that enables them to converse freely and clearly both in-person and over communication systems; be able to provide clear, unambiguous information or direction to others; effectively and efficiently compose duty logs; write reports and informational briefs; be able to utilize computer software tools that assist in writing composition as well as researching information; be fully capable to interpret post orders or directives and properly carry out the same.

Security guard personnel must possess good interpersonal skills, a mature and professional disposition, and an image that reflects a confident, approachable, well-groomed, neatly uniformed safety and security ambassador of the campus.

Security guard personnel must possess good eyesight and hearing capability appropriate for patrolling; be mentally alert and capable of exercising good judgment; possess adequate emotional control in order to remain calm and effective in emergency situations while focusing on proper response procedures and implementation of the necessary related tasks.

Security guard personnel must be fully capable of performing duties that require moderate physical exertion under normal conditions or arduous physical exertion under emergency conditions. An example of moderate exertion: Climbing stairs,

standing or walking for extended periods to conduct patrols or response activities. An example of arduous exertion: Administering CPR, moving swiftly up/down a stairwell to retrieve the closest fire extinguisher.

- D. **Conduct and Ethics.** Because contract security personnel are viewed as an extension of the University Campus Security Department, they must be capable of upholding similar standards of conduct and ethics which all Campus Security Department personnel are expected to uphold.
- E. **Certificates and Credentials.** In addition to the compliance and credentialing items required by the State Commerce and Consumer Affairs, security guard personnel for the campus must have satisfactorily completed the following courses/sessions prior to entering the campus for duty:
- 1) First Aid/CPR (Cardio Pulmonary Resuscitation); and, where applicable, training on the use of an AED (Automated External Defibrillator)
 - 2) Safety measures for blood borne pathogens
 - 3) Safety measures for operation of motorized vehicles (where applicable)
 - 4) Federal Emergency Management Agency Independent Study Courses on National Incident Management System and Incident Command System courses as listed below:
 - a. IS-100.HE: Introduction to the Incident Command System for Higher Education
 - b. IS-700.a: National Incident Management System, An Introduction
 - 5) University of Hawaii at Hilo training session on the Federal Clery Act; understanding the requirement to comply with Federal law, the security guard personnel's designation as a Campus Security Authority (CSA), the CSA's responsibility to report crimes, and the requirement for timely warning to the campus community.

Contractor's personnel working at the University are considered Campus Security Authorities by a Federal Law, the Jeanne Clery Disclosure of campus Security Policy and Crime Statistics Act. As such, any employee of the Contractor who works at any location that is owned, leased or controlled by the University is required to immediately report any crime reported to him/her to the reporting structure of the University, which is the Director of Security. The Contractor must include this requirement in its Standard Operating Procedures that are read by all officers and supervisors working on site at University owned, leased or controlled properties

- 6) Briefing session related to the expectations of the University; understanding the University safety and security mission, goals/objectives, organizational structure, jurisdiction, and geographical boundaries, and requirement to provide service with aloha.

7. RESPONSIBILITIES OF SECURITY GUARD PERSONNEL

The responsibilities of security guard personnel are as follows:

- A. Be reliable for shifts, arrive to work on time as scheduled and in a clean, pressed uniform, be prepared to work, pay attention during shift briefings, and remain at assigned areas at all times until relieved or reassigned.
- B. Maintain a professional image in addition to a courteous, helpful demeanor at all times; communicate effectively and provide clear information and direction.
- C. Be knowledgeable of and be able to tactfully and courteously convey, when necessary, the policies and procedures of the University and the campus.
- D. Receive requests and calls for assistance and respond as promptly and efficiently as possible with priority for situations involving life safety and preservation of property.
- E. Protect students, faculty, staff, visitors, and University property by conducting vigilant patrol tours as assigned and preventing unauthorized persons from entering restricted areas.
- F. Remain alert and observant of unauthorized activities, unsafe or hazardous conditions, and implement traffic/parking regulation.
- G. Promptly report to or notify the designated campus representatives or law enforcement agencies of any acts, emergencies, incidents, or conditions that require immediate attention.
- H. Maintain a daily log of activities and prepare concise, accurate, and clear incident reports.
- I. Remain flexible to handle other related duties as may be prescribed by campus representatives.

8. RESPONSIBILITIES OF THE FIELD SUPERVISOR

The responsibilities of field supervisory personnel are as follows:

- A. Ensure that contracted security guard posts/areas are continuously manned and that all means of communication are operational.
- B. Provide timely support and technical assistance for security guard personnel when called upon.

- C. Be aware of any campus issues or problems that have the potential to escalate during the security guards' shifts (field supervisors are encouraged to attend shift briefings or establish communication with the campus' out-going shift personnel).
- D. Be knowledgeable of and be able to collaborate on matters of policies and procedures of the University and the campus when assistance is requested by security guard personnel.
- E. Meet with the Director of Campus Security or designee in-person at least once a month to review and discuss overall quality of service and performance. Discussion shall also include any areas of concern for both the University and the contract personnel, suggestions for improvement, and the development of a timeline for improvement. Additional meetings may be requested by the University if necessary.

9. PERFORMANCE MEASURES

- A. Upon contract acceptance, the Contractor shall consult with the Director of Campus Security or designee to develop a minimum of THREE (3) performance measures by which security guard personnel performance are to be rated.
- B. Measures/standards must be: specific, observable, meaningful, and quantitative. Such standards shall serve as the basis for performance evaluation and the measure by which to determine whether the Contractor's delivery of service meets or exceeds desirable service expectation levels of the University.
- C. The Contractor shall consult with the University to develop and maintain an administrative policy, unique to the Contractor agency, regarding field supervision, inspection, verification of actual hours worked, and activity tracking of security guard personnel who are assigned to the University. Contents of the administrative policy shall include clear roles and responsibilities, the need for regular site visits (both scheduled and unscheduled), use of a checklist, use of software tools to log shift activity and case reports, and a means to convey administrative information in the form of a report to be referenced during monthly performance meetings.

All questions pertaining to the Technical Specifications shall be directed to Darrell Mayfield, Director of Campus Security, University of Hawaii at Hilo, telephone (808) 932-7644, darrell8@hawaii.edu (Hilo).

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 Security Guard Services for the University of Hawaii at Hilo shall be in accordance with the terms and conditions of IFB No. 17-0001 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. 17-0001 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 Representative of the Procurement Officer is Darrell Mayfield, Director of Campus Security, telephone (808) 932-7644, darrell8@hawaii.edu (Hilo).

4. ELIGIBILITY TO BID

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

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

5. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

To assist the bidder in determining whether the work his/her employees are to perform under this contract is similar to that performed by public employees, the following is the position classification which adequately describes duties and functions of personnel who perform security guard services:

Classification effective **July 1, 2014:**

University Security Officer II: SR-16
Hourly Rate: \$17.53

University Security Officer I (entry level): SR-14
Hourly Rate: \$16.21

Classification effective **January 1, 2017:**

University Security Officer II: SR-16
Hourly Rate: \$17.82

University Security Officer I (entry level): SR-14
Hourly Rate: \$16.47

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

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

7. INDEPENDENT CONTRACTOR

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

8. SITE INSPECTION

Each bidder shall visit the site or sites and examine the conditions of same and be aware or satisfied as to physical condition and environment in relation to the terms and conditions of the bid specifications. No additional allowance will be granted because of

lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling the Technical Representative on any normal working day, Monday through Friday, after 9:00 am, but not later than 4:00 pm (excludes recognized holidays and administrative leave days).

9. TERM OF CONTRACT

The Contractor shall enter into a contract with the University commencing on October 1, 2016 through September 30, 2017. The hourly rate may be adjusted in accordance with Special Provision 10, ESCALATION CLAUSE, upon written request of the Contractor. Further, the University may terminate the contract at any time upon SIXTY (60) days prior written notice.

10. TERMINATION DUE TO UNIVERSITY HIRED SECURITY GUARD POSITIONS

The Contractor shall be aware that it is the intent of the University to hire in-house security guards to perform campus security services which is performed through contracted security services during the term of the contract.

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

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

The University shall agree to not solicit for contracted security guard services for the remaining term of the contract.

11. ESCALATION CLAUSE

If the prevailing wage rates for State Civil Service workers performing similar work are increased beyond January 1, 2017, the University shall allow the Contractor to adjust the contract price not more than the percentage increase granted to State Civil Service workers performing similar work. Price adjustment shall be made through modifications to the contract for the difference upon request of the Contractor who shall be responsible for providing documentation (to the satisfaction of the University), that the Contractor had paid employee wages not less than that that paid to public employees doing similar work during the period of the contract. This clause, however, shall be voided in the event Section 103-55, Hawai'i Revised Statutes is repealed or modified so that the section of the statutes is no long applicable to this contract.

12. LICENSING AND LEGISLATED REQUIREMENTS

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

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

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

13. BIDDER'S QUALIFICATIONS

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

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

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

14. INSURANCE

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

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

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

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

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

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

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

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

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

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

The procuring of such required policy or policies of insurance should not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and

requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

15. PAYMENT

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

University of Hawaii at Hilo
200 West Kawili Street
Hilo, Hawai'i 96720-4091
Attn: Business Office

16. EXAMINATION OF RECORDS

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

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

17. UNIVERSITY POLICIES

The Contractor's personnel shall comply with established University of Hawaii policies with regard to Sexual Harassment and Related Conduct, Workplace Non-Violence, and Illegal Drugs and Alcohol Abuse. The University reserves the right to require the Contractor remove personnel from servicing the University of Hawaii accounts. The University of Hawaii will not tolerate objectionable or inappropriate behavior. Please refer to <http://www.hawaii.edu/policy> for the following University policies:

Sexual Harassment (Executive Policy E1.203)
Sexual Assault (Executive Policy E1.204)
Workplace Non-Violence (Executive Policy E9.210)
Illegal Drugs and Alcohol Abuse (Executive Policy E11.203)