


Reviewed and Approved by Executive Director: 

July 7, 2021

## **FOR ACTION**

### **I. REQUEST**

Authorize the Executive Director to Award and Execute a Three-Year Contract with Two One-Year Options to Extend with Diamond Parking Services, LLC for Parking Management, Operations and Maintenance Services for the Kewalo Basin Harbor Diamond Head Parking Lot, Located at 1125 Ala Moana Boulevard, Honolulu, Hawaii, Identified as Tax Map Key (1) 2-1-058:134 (Portion), in accordance with their Bid Form.

### **II. BACKGROUND**

The Kewalo Basin Harbor Diamond Head Parking Lot (hereinafter the “DH Lot”) is a paved, approximately 34,500 square foot lot that consists of 76 marked parking stalls adjacent to Ala Moana Beach Park as depicted on the site map attached hereto as Exhibit A. The DH Lot also includes a public comfort station that services Kewalo Basin Harbor and an adjacent grassy landscaped area. The DH Lot was constructed to serve the Kewalo Basin Harbor tenants and visitors.

In 2014, the HCDA executed a long-term lease with Kewalo Harbor LLC to manage and operate Kewalo Basin Harbor. The DH Lot and two other fastland parcels surrounding Kewalo Basin Harbor were withheld from the Kewalo Harbor LLC leased premises because the HCDA was actively engaged in negotiating the redevelopment of the parcels into mixed-use projects.

In 2015, the HCDA issued a Request for Proposals (“RFP”) to redevelop the three fastland parcels, and the proposals from the Howard Hughes Corporation (“HHC”) were selected for two of the parcels. The board later withdrew the RFP for the DH Lot. HHC continues to conduct its due diligence to develop the other two fastland parcels commonly known as the “Charterboat Building” and the “NOAA Lot.”

Since then, Kewalo Harbor LLC has managed the DH Lot on HCDA’s behalf through a month-to-month agreement. During this time, HHC hired its own parking operator and installed an electronic payment system, resulting in the steady increase of parking revenue.

In August 2018, HCDA staff briefed the Board about the potential of soliciting an RFP for the management of the DH Lot. However, this was later put on hold as the prior HCDA executive director determined that the DH Lot was intended as an amenity for Harbor tenants and their customers and may be better suited as part of the Kewalo Basin Harbor lease.

In November 2018, HCDA staff briefed the Board about potentially including the DH Lot in the Kewalo Basin Harbor lease premises, allowing Kewalo Harbor LLC to

continue its maintenance and management of the lot. However, this proposal was abandoned after Kewalo Harbor LLC noted it did not want to include the DH Lot as part of its leased premises.

### **III. DISCUSSION**

Under Kewalo Harbor LLC's management, gross revenue from the DH Lot increased from about \$3,000 per month in 2014 to roughly \$10,000 per month in 2019. Per HCDA's agreement with Kewalo Harbor LLC, the HCDA receives 50% of net revenue every quarter, after maintenance and management expenses for the DH Lot and the surrounding area are deducted. Expenses include Kewalo Harbor LLC's contracts for parking management, maintenance, landscaping, security, and utilities.

Kewalo Harbor LLC generally operates the DH Lot at a loss, with its contract expenses exceeding parking income. Thus, net revenue payments to the HCDA have been very low, and many quarters did not yield any profit sharing. Since September 2015, Kewalo Harbor LLC paid the HCDA just \$21,668.48 under this parking agreement.

Given Kewalo Harbor LLC's reluctance to assume the DH Lot as part of the Kewalo Basin Harbor leased premises, HCDA staff believes it prudent to take over complete control and management of the DH Lot. Although the HCDA will incur the costs of additional contracts that are currently paid by Kewalo Harbor LLC (i.e., parking management services, security services, and landscape services), the HCDA will also be able to recoup all parking revenue generated by the DH Lot to offset those costs.

On May 24, 2021, the HCDA issued an Invitation for Bids ("IFB") solicitation for parking management, operations, and maintenance services for the Kewalo Basin Harbor Diamond Head Parking Lot (IFB No. HCDA 01-2021). The IFB is attached hereto as Exhibit B.

The solicitation was conducted pursuant to Hawaii Revised Statutes ("HRS") Chapter 103D-302 Competitive Sealed Bidding. HRS §103D-302(h) specifies, "the contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids."

The scope of services under this solicitation includes:

1. Providing daily parking management, operations and maintenance services;
2. Installation of a self-pay station that shall include credit card and mobile payment options; and
3. Increasing revenue.

Bids for the solicitation were due on June 10, 2021. Three (3) bids were received by the deadline, although one bidder failed to upload the required bid forms.

Diamond Parking Services, LLC ("Diamond Parking") submitted the lowest responsive, responsible bid of \$3,592.45 per month, plus a 1% monthly incentive fee

based on gross revenue earned. The monthly management fee totals \$129,328.20 for the initial three-year term, plus \$43,109.40 per year for each additional extension option. Diamond Parking's bid form, including their proposed parking equipment for the DH Lot, is attached hereto as Exhibit C.

The second lowest bidder submitted a bid of \$6,191 a month, plus a 3% monthly incentive fee based on gross revenue earned.

#### **IV. RECOMMENDATION**

HCDA staff recommends that the Board authorize the Executive Director to Award and Execute a Three-Year Contract with Two One-Year Options to Extend with Diamond Parking Services, LLC for Parking Management, Operations and Maintenance Services for the Kewalo Basin Harbor Diamond Head Parking Lot, Located at 1125 Ala Moana Boulevard, Honolulu, Hawaii, Identified as Tax Map Key (1) 2-1-058:134 (Portion), in accordance with their Bid Form and undertake all tasks necessary to effectuate the purpose(s) of this For Action.

**Attachments:**

Exhibit A – Site Map

Exhibit B – IFB No. HCDA 01-2021

Exhibit C – Diamond Parking Services, LLC Bid Form and Proposed Parking Equipment

Prepared By: Charlyn Ontai, Asset Management Specialist 

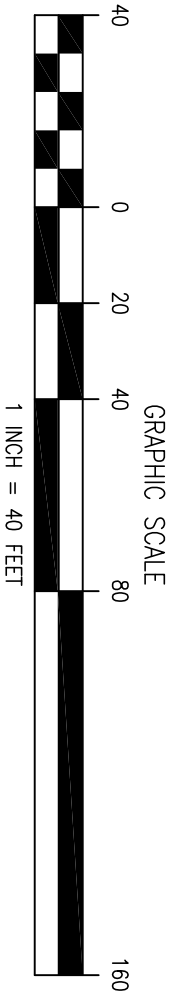
Reviewed By: Lindsey Doi, Asset Manager 

Reviewed By: Deepak Neupane, P.E., AIA, Executive Director 



ALA MOANA BEACH  
PARK

(1) Diamond Head paved parking lot  
consisting of 76 marked parking stalls  
that is approximately 34,500 square  
feet



1

TRUE NORTH  
SCALE: 1 IN. = 40 FT.

KEWALO BASIN  
HARBOR



Hawaii Community Development Authority  
Department of Business, Economic Development and Tourism  
State of Hawaii

Invitation for Bids  
(IFB No. HCDA 01-2021)

Parking Management, Operations and Maintenance Services for the Kewalo Basin Harbor  
Diamond Head Parking Lot

Located at:

Kewalo Basin Harbor  
1125 Ala Moana Boulevard  
Honolulu, Oahu, Hawaii

APPROVED:

A handwritten signature in black ink, appearing to read 'Deepak'.

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Deepak Neupane, P.E., AIA  
Executive Director

Date: May 24, 2021

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**SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES****1.1 TERMS AND ACROYNMS**

AG	=	State of Hawaii, Department of the Attorney General
Form AG-008	=	State of Hawaii Department of the Attorney General General Conditions Form
Bid	=	The Bidder's offer to provide the requested goods and/or services as specified under this IFB
Bidder	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the goods, services, or construction contemplated
COGS	=	Certificate of Good Standing
Contractor	=	The Winning Bidder awarded a contract under this electronic Invitation for Bid
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCDA	=	Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii
HCE	=	Hawaii Compliance Express
HIePRO	=	State of Hawaii Electronic Procurement System
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
IFB	=	Invitation for Bids
SPO	=	State of Hawaii Procurement Office
STATE	=	State of Hawaii, including its departments, agencies, and political subdivisions
Winning Bidder	=	The Bidder awarded a contract under this IFB



## 1.2 INTRODUCTION

The Hawaii Community Development Authority (“HCDA”) is a body corporate and public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii’s Department of Business, Economic Development & Tourism.

The HCDA is the landowner of the Kewalo Basin Diamond Head Parking Lot (hereinafter referred to as the “Premises”) as identified in the site map attached hereto as Exhibit A. The Premises primarily serves the daily and monthly parking needs of Kewalo Basin Harbor tenants and their patrons.

The HCDA requires a Contractor to serve as a parking operator to increase revenue and manage and maintain a safe parking facility at the Premises.

## 1.3 SCHEDULE

<b>HlePRO Posting/Procurement Notice System:</b>	Monday, May 24, 2021
<b>Optional Informational Pre-Bid Conference:</b>  <i>In accordance with social distancing guidelines in response to the COVID-19 situation, the health and welfare of the community is of utmost concern. Therefore, this meeting will be held virtually via Zoom.</i>  <b>Zoom Meeting:</b> <a href="https://us04web.zoom.us/j/73793667538?pwd=dzA1UHRPcWlYOVFhV2hPVFg2K0ZhUT09">https://us04web.zoom.us/j/73793667538?pwd=dzA1UHRPcWlYOVFhV2hPVFg2K0ZhUT09</a>  <b>Meeting ID:</b> 737 9366 7538 <b>Passcode:</b> e2s8Dr	Thursday, May 27, 2021 1:00 p.m. HST
<b>Optional Pre-Bid Site Inspection:</b>  Diamond Head Parking Lot Kewalo Basin Harbor 1125 Ala Moana Boulevard  Meet at the entrance gate.	Friday, May 28, 2021 10:00 a.m. HST  <i>Facial coverings are required, and social distancing shall be adhered to.</i>
<b>Deadline to Submit Written Inquiries:</b>	Thursday, June 3, 2021 3:30 p.m. HST
<b>Response to Written Inquiries</b>	Monday, June 7, 2021 12:00 p.m. HST
<b>Deadline for Solicitation:</b>	Thursday June 10, 2021 3:30 p.m. HST
<b>Anticipated Contract Start Date:</b>	Friday, October 1, 2021

**1.4 HCDA POINT OF CONTACT**

The HCDA Point of Contact for this Invitation for Bids (“IFB”) is Lindsey Doi, HCDA Asset Manager, or her designated representative, either of whom may be contacted at:

Phone: (808) 594-0300

Fax: (808) 594-0299

Email: [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov)

**END OF SECTION**

**SECTION TWO – SPECIFICATIONS****2.1 DESCRIPTION OF THE PREMISES**

The Kewalo Basin Harbor Diamond Head Parking Lot is a paved, approximately 34,500 square foot lot that consists of 76 marked parking stalls (the “Premises”). The Premises primarily serves the public and tenants of Kewalo Basin Harbor. It is located near the entrance to Kewalo Basin Harbor, adjacent to Ala Moana Beach Park at 1125 Ala Moana Boulevard, Honolulu, Hawaii, and identified by Oahu Tax Map Key No. (1) 2-1-058:134 (portion), and depicted on the site map attached hereto as Exhibit A.

The Premises may be used for daily public parking, month-to-month commercial and non-commercial parking, and special events parking. Current hours of operation are 4:00 a.m. through 10:00 p.m., seven (7) days a week, including holidays. The gate to the Premises shall be opened and closed by HCDA’s security contractor for the Premises, in accordance with the posted hours of operation.

The Premises is currently equipped with a solar powered Luke II model self-pay station, which will be removed by the current parking operator upon the termination of their current contract. The station offers cash, credit card and mobile payment options to hourly parkers. The Winning Bidder (hereinafter referred to as “Contractor”) is responsible for installing its own equivalent equipment that shall include, but not limited to, credit card and mobile payment options.

The Premises averages approximately \$10,000.00 in net monthly revenue.

At the time of this IFB, the current parking rates and fees at the Premises are as follows:

Hourly Parking Rate:	\$1.00 per hour
Monthly Parking Rate:	\$100.00 per month
No Advanced Payment Fee:	\$24.00 (if paid within 15 days)
Overtime Fee:	\$24.00 (if paid within 15 days)
Improperly Parked Vehicle Fee:	\$24.00 (if paid within 15 days)
Unauthorized Vehicle Fee:	\$24.00 (if paid within 15 days)
Additional Late Payment Charge:	\$30.00 (if fee(s) is/are not paid within 15 days)
Currently Not Offered at this Lot:	All day, evening, and weekend rates.

The Premises may be used for special event parking (i.e. Fourth of July, Memorial Day, etc.), and the Contractor may charge a special event rate that is determined by the Contractor and pre-approved in writing by the HCDA.

**2.2 SCOPE OF WORK**

The Contractor shall furnish to the HCDA all supervision, labor, equipment, tools, supplies, material, and services to satisfactorily provide parking management, parking lot operation and maintenance services, including all related administrative and personnel costs at the Premises.

The Contractor shall abide by the requirements as specified herein, comply with all instructions relating to the management, operations and maintenance of the Premises, and adhere to all operating policies of the HCDA.

Parking lot rules and regulations shall be enforced by the Contractor at all times.

The Contractor shall increase the current parking rates at the Premises if the Contractor determines that the current parking rates are not competitive with current market rates for the surrounding area, subject to prior written HCDA approval.

**2.3 MANAGEMENT AND OPERATIONS**

1. The Contractor shall perform revenue management duties in accordance with industry standards and best practices including, but not limited to, the following:
  - A. Collection and accounting of all parking fees, charges, and other amounts receivable in connection with the management and operation of the Premises, including but not limited to, daily parking fees, monthly parking fees, and special event parking fees (see also section 2.7 Reporting and Accounting);
  - B. Maintain a database or list of monthly parkers to include names, vehicle information, contact information and billing rates; and
  - C. If warranted by market rates, propose rate changes for the Premises to the HCDA in writing for approval to ensure that parking rates at the Premises are competitive with parking facilities in the surrounding area.
2. The Contractor shall coordinate directly with the Kewalo Basin Harbor Master's Office to ensure harbor users are able to make monthly parking arrangements as needed.
3. The Contractor shall ensure that proper signage is displayed at the Premises at all times indicating hours of operations, current parking rates, parking rules and contact information for parking management, security, and the contracted towing company for the Premises. Current posted signage at the Premises is depicted and attached hereto as Exhibit B as an example of acceptable signage.
4. The Contractor shall be responsible for posting new and/or updated signage at the Premises upon commencement of the contract. The Contractor may also recommend

additional parking rules for posting at the Premises, subject to written approval by the HCDA.

5. The Contractor shall inspect the Premises daily to ensure compliance with posted parking rules.
6. The Contractor shall be the primary point of contact for the Premises and shall respond to all public inquiries and complaints regarding the Premises. Any inquiries and/or complaints that the Contractor is unable to directly address and/or remedy themselves shall immediately be reported to the HCDA in writing.
7. The Contractor shall handle all personal injury claims (e.g. trip and fall, etc.) occurring on the Premises. The Contractor shall immediately report all claims to the HCDA in writing. The Contractor shall also forward copies of all incident reports, photos and digital recordings related to the claims, if any, to the HCDA.
8. The Contractor shall handle all disputes and claims involving damage to a customer's vehicle. The Contractor shall forward copies of all written claims and/or incident reports including photos and digital recordings, if any, to the HCDA.
9. The Contractor shall immediately report any loitering, soliciting, vandalism, illegal activity, and/or other security concerns on the Premises either witnessed or otherwise reported to HCDA's designated security vendor and/or law enforcement as applicable. The Contractor shall forward copies of all written incident reports, photos and digital recordings, if any, to the HCDA.
10. The Contractor shall immediately block off public safety hazards at the Premises (e.g. hazard trees, electrical hazards, etc.) and immediately report public safety hazards to the HCDA verbally and in writing.
11. The Contractor shall properly cite and/or tow vehicles as necessary in accordance with the posted parking lot terms and conditions at the Premises (see Exhibit B as an example of acceptable signage).

If the Contractor determines that the best course of action is to remove a vehicle from the Premises, the Contractor shall:

- A. Contact a towing vendor to remove the vehicle. The Contractor may subcontract a towing vendor (see Section 2.11 Subcontractors);
- B. Provide Notice of Right to Post Tow Hearing ("Notice") to all persons seeking to recover possession of a towed vehicle (a blank Notice template is attached hereto as Attachment 2); and
- C. Document the receipt of the Notice to the owner and provide the HCDA with a copy of the Notice.



If a person requests a post tow hearing to contest the validity of the tow, the HCDA shall appoint a hearings officer and the Contractor shall provide all documentation (including video and photographs) concerning the tow(s) to the HCDA. Photos should bear a date and time stamp of the tow. The Contractor shall be available to testify at the hearing.

If the HCDA hearings officer determines there is insufficient factual evidence or legal basis for the tow, the Contractor shall release the vehicle to the registered owner without assessing any towing and storage fees. If the vehicle has already been recovered by the registered owner, the Contractor shall ask the registered owner for copies of towing and/or storage receipts for fees already paid, including any fines or penalties the person may have paid in association with the tow, and provide a full refund accordingly. The Contractor shall be bound by the decision of the HCDA hearings officer.

12. The Contractor shall also be responsible for the following, the costs of which shall be a component of the Contractor's monthly management fee (see Section 2.6 Management Fee):
  - A. Commercial liability and other insurance. The Contractor shall procure such coverage for limits specified by the HCDA;
  - B. Taxes. The Contractor shall pay any and all taxes incurred or assessed on the Premises relating to the contract awarded by this IFB including the Hawaii General Excise Tax ("GET"). The Contractor may pass on GET charges to the customer upon collection of monthly and/or permitted parking fees; and
  - C. Any other charges incurred or assessed against the operation of the paid parking facility on the Premises or in any way related to the contract awarded by this IFB.

## **2.4 ROUTINE MAINTENANCE**

The Contractor shall perform routine maintenance in a timely manner in order to maintain the Premises in a clean and safe condition at all times.

All costs associated with routine maintenance shall be included in the Contractor's monthly Management Fee (see Section 2.6 Management Fee).

Routine maintenance of the Premises shall include:

1. Inspect parking equipment for proper operation on a daily basis and make repairs as necessary;

2. Pick up and properly dispose of all trash and debris found on the Premises on a daily basis;
3. Inspect the Premises for hazards on a daily basis and make repairs as necessary. The Contractor shall immediately report any public safety hazards that the Contractor is unable to be remedy on its own to the HCDA verbally and in writing (see Section 2.3.10);
4. Inspect the Premises for potholes on a daily basis and make recommendations to the HCDA for any necessary repairs;
5. Inspect the Premises for graffiti, vandalism, and/or damage on a daily basis and repaint graffiti as necessary;
6. Inspect a total of four (4) light fixtures on the Premises on a daily basis. Replace bulbs as necessary to ensure lights are in working order at all times for public safety;
7. Clean oil residue or spills located on the Premises on a monthly basis, or as necessary to ensure a safe walking environment; and
8. Touch up paint to parking space striping as necessary.

The Contractor may subcontract routine maintenance services (see Section 2.11 Subcontractors); however, the cost for these services must be included in the Contractor's monthly Management Fee.

The Contractor shall be responsible for supervising its own employees and any subcontractors for all required routine maintenance.

Maintenance of the adjacent comfort station and general landscaping on and around the Premises is not included in the Scope of Work under this IFB; however, the Contractor may notify the HCDA if maintenance of these areas is needed.

## **2.5 NON-ROUTINE MAINTENANCE AND REPAIRS**

The HCDA may request that the Contractor provide non-routine maintenance services at the Premises as needed. The Contractor may also recommend or request written approval from the HCDA for non-routine maintenance activities on an as-needed basis.

The HCDA must pre-approve, in writing, any non-routine maintenance services requested by the Contractor that incur an expense before the Contractor may perform such services.

Non-routine maintenance may include, but are not limited to:

1. Repairs to structural damage on the Premises due to vandalism, vehicular accidents, and/or extreme weather;
2. Repairs to light fixtures, not including replacement of light bulbs, and electrical wiring on Premises;
3. Bulky item removal due to illegal dumping on the Premises;
4. Hazardous waste clean-up, not including routine oil spot clean-up, due to illegal dumping or illegal activity; and
5. Pothole repairs.

The Contractor may subcontract non-routine maintenance services (see Section 2.11 Subcontractors).

All expenses associated with non-routine maintenance shall be covered through the gross revenue generated by the Premises.

## **2.6 MONTHLY MANAGEMENT AND INCENTIVE FEE**

The Contractor shall indicate its monthly Management Fee (“Management Fee”) on its bid (Bid Form page 4). The Management Fee shall include its monthly costs for all services outlined below:

1. All management and operation services as specified in Section 2.3 of this IFB;
2. All routine maintenance services as specified in Section 2.4 of this IFB;
3. Maintenance/ repair services of the parking equipment;
4. Wages and salaries (refer to Section 3.11 to determine basic wages), including employee benefits;
5. Accounting fees, including bookkeeping, record-keeping, reporting, banking and payroll fees;
6. Licensing fees;
7. Permitting fees;
8. Office supplies including printing, photocopying and faxing;
9. Mobile devices including cell phones, pagers and monthly service plans;

10. Insurance coverages for limits specified herein; and

11. General excise tax.

The Contractor shall also collect a monthly Incentive Fee (“Incentive Fee”) based upon a percentage of gross revenue collected in the preceding month. The Contractor shall indicate its Incentive Fee on its bid form (Bid Form page 5).

## **2.7 PARKING EQUIPMENT**

The Premises is currently equipped with a solar powered Luke II model self-pay station, which will be removed by the current parking operator. The Contractor will be responsible for installing and maintaining a new pay station at the Premises as included in the Management Fee. Said equipment shall be removed upon termination of the contract to no additional cost to the HCDA.

The new self-pay station shall be equivalent to the solar powered Luke II model self-pay station currently on site, which shall include, but is not limited to, credit card and mobile phone payment options. All Bidders shall include with their bid submission a complete description of the proposed equipment to be installed on the Premises that includes, but is not limited to, make, model, and features.

The Contractor shall install the new parking equipment on, before, or as close to the Notice to Proceed date as possible to prevent any interruption in service to the parking facility. The timing of the installation shall be coordinated with the HCDA and the current parking operator.

## **2.8 REPORTING AND ACCOUNTING**

1. The Contractor shall provide a monthly financial report or statement detailing the previous month’s total gross revenue, total expenses, and net revenue due to the HCDA on or before the twenty-fifth (25<sup>th</sup>) day of each month.

If the twenty-fifth (25<sup>th</sup>) day falls on a weekend or State holiday, the Contractor shall provide the monthly financial report or statement for the preceding month on the business day immediately preceding the weekend or State holiday.

A. Gross Revenue. Said report or statement shall be itemized to include, but is not limited to, the following revenue sources:

1. Hourly fees collected per day;
2. Monthly fees collected;

3. Special Event fees collected; and
  4. Late and/or penalty fees collected.
- B. Expenses. Said report or statement shall also be itemized to include, but is not limited to, the following expenses:
1. Management Fee as indicated in its bid (Bid Form page 4);
  2. Incentive Fee as indicated in its bid (Bid Form page 5);
  3. Signage; and
  4. Non-routine maintenance and/or repair fees.
- C. Net Revenue. Said report or statement shall also include the net revenue due to the HCDA.

If any questions arise with respect to what constitutes revenue not otherwise covered in the contract, the interpretation given and made by the HCDA shall govern and control.

If the Contractor provides any report or statement which understates said gross income for any month by as much as five percent (5%) of the true amount thereof, such report or statement may be immediately deemed a material breach of the contract in the HCDA's sole discretion.

2. The Contractor shall provide additional reports as requested by the HCDA, including but not limited to, maintenance, special events, fines/violations, etc.
3. Accounting information/records provided to the HCDA by the Contractor shall be in such form and contain such details as the HCDA may reasonably determine. Accounting shall be conducted in accordance with generally accepted accounting principles and shall be retained and made available for inspection by the HCDA for a period of up to six (6) years as per the State of Hawaii General Records Schedules No. 1-11, 2002, revised through May 2006. The Contractor shall turn over all accounting records to the HCDA upon the Termination Date of the contract.

## **2.9 NET REVENUE PAYMENT**

Based upon the monthly financial report or statement submitted in accordance with Section 2.8 above, the Contractor shall submit payment for all net revenue earned in the preceding month to the HCDA on or before the twenty-fifth (25<sup>th</sup>) day of the month.



If the twenty-fifth (25<sup>th</sup>) day falls on a weekend or State holiday, the Contractor shall tender payment of the net revenue for the preceding month on the business day immediately preceding the weekend or State holiday. Without prejudice to any other remedy available to the HCDA, the Contractor shall without further notice or demand, pay to the HCDA: (a) interest at the rate of one percent (1%) per month, compounded monthly, on any amount due and unpaid from the date payment is due to the date of payment; and (b) a service charge of two hundred dollars (\$200.00) for each calendar month in which net revenue is due and remains unpaid.

## **2.10 DUE CARE AND DILIGENCE**

1. The Contractor shall exercise due care and diligence in entering upon and occupying the Premises and shall exercise due care for public safety. Neither the Contractor nor persons hired by the Contractor, shall make or cause any waste, nuisance or any other unlawful, improper, or offensive use of the Premises. At all times during the contract term and upon termination, the Contractor shall be responsible for: (a) removing any debris or trash deposited on the Premises, (b) repairing any damage to the Premises; (c) restoring the Premises to its original condition, except for normal wear and tear due to use of the Premises; and (d) working with a new parking vendor, if any, to ensure a smooth transition for the continued operation of the Premises.
2. The Contractor's access to the Premises shall be solely limited to parking operations, parking management, and maintenance of the Premises. The Contractor shall not permit the Premises to be used for any other purpose or any illegal purpose, immoral or indecent activity, or lodging or sleeping purpose, nor shall the Contractor's use of the Premises be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability or age.

## **2.11 SUBCONTRACTORS**

The Contractor is allowed to hire subcontractors as needed to perform any specialized service(s) that the Contractor cannot perform for themselves either because the Contractor does not directly offer the service, or the service requires a skill that the Contractor and its personnel do not possess. The Contractor must ensure that the subcontractor(s) have all necessary licenses, permits and/or certificates to perform the necessary work.

The HCDA reserves the right to approve all subcontractors in writing and shall require the Contractor to replace any subcontractors found to be unacceptable. The HCDA also reserves the right to condition its approval of any subcontractor on the subcontractor's compliance with the terms and conditions contained herein. The Contractor will be the sole point of contact with regard to services provided by the subcontractor, including supervision of work and payment of any and all charges resulting from the work. The

Contractor shall be responsible for any and all services set forth in the Contractor's Scope of Work provided for under this IFB in Section 2.2 ("Scope of Work"), regardless of if the primary Contractor or a subcontractor performs them.

The Contractor must request written permission from the HCDA prior to hiring or delegating any services to a subcontractor and shall not delegate any services to any subcontractor without prior written approval from the HCDA. The Contractor shall be responsible for all expenses incurred if written approval is not obtained from the HCDA prior to work commencing.

## **2.12 WORK BY OTHERS**

The HCDA may retain other vendors or contractors to perform work outside of the Contractor's Scope of Work as listed in this IFB, on or around the Premises and at any time during the term of the contract. The Contractor shall neither obstruct nor interfere with the work performed by other vendors or contractors retained by the HCDA.

At the time of this IFB, the HCDA currently plans to contract the following additional services either on or around the Premises:

1. Frontload refuse collection services;
2. Security services;
3. Landscaping and tree trimming services; and
4. Janitorial and maintenance services for the adjacent comfort station.

## **2.13 TERM OF CONTRACT AND CONTRACT EXTENSION**

The initial term of the contract shall be for a thirty-six (36) month period commencing from the official date set forth on the Notice to Proceed letter issued by the HCDA.

Unless terminated and subject to availability of funds and satisfactory performance by the Contractor under its initial contract term, the contract may be extended without re-bidding, upon mutual agreement in writing between the HCDA and the Contractor, prior to the expiration date, for a period not to exceed two (2) additional twelve (12) month periods, or portions thereof; provided, however, the contract price for the extended period shall not be increased above the bid price, except for any allowable wage increases approved by the HCDA in accordance with Hawaii Revised Statutes (HRS) §103-55 (see Section 3.13 Contract Price Adjustment).

**2.14 GENERAL REQUIREMENTS**

1. The Contractor shall perform all specified services in a safe manner in accordance with all State, City and Federal laws, rules, and regulations.
  - A. All personnel employed by the Contractor and its subcontractors shall be properly trained and wear company uniforms as supplied by the Contractor. The Contractor shall be responsible for all safety training of its employees or subcontractors.
  - B. All work performed by the Contractor and its subcontractors shall be performed in a manner safe to the public and its employees and in accordance with the Hawaii Occupational Safety and Health Division (HIOSH) standards. All equipment shall be in good working condition and operated in accordance with manufacturer's instructions and in a safe manner with all appropriate safety devices in place.
2. The Contractor shall be responsive and responsible in the performance of the Scope of Work.
  - A. Adequate personnel and equipment shall be provided to permit the timely completion of all work.
  - B. The Contractor shall be responsible for the repair of any and all damage resulting from the Contractor's activities while working on the Premises. If the Contractor is not able to make all required repairs, the HCDA reserves the right to contract for the necessary repairs and the repair costs incurred shall be the sole responsibility of the Contractor.
  - C. The Contractor shall provide a list of all phone numbers of personnel assigned to the Premises and who can be contacted in case of an emergency. The Contractor shall respond to the HCDA within two (2) hours of the initial call/request.
  - D. The Contractor shall maintain order among its employees and its subcontractors and shall ensure compliance with all applicable rules and regulations. Courtesy and professionalism shall be demonstrated by the Contractor and its employees to all HCDA staff and the general public at all times.

**2.15 PERFORMANCE MONITORING AND INSPECTIONS**

HCDA staff shall monitor the Contractor's performance throughout the term of the contract and any contract extension term through site inspections and/or other methods to

determine if the Contractor is satisfactorily performing the Scope of Work as specified herein.

The HCDA reserves the right to conduct periodic and unscheduled site inspections at any time; however, HDCA staff will perform a minimum of two (2) monthly site inspections of the Premises.

The HCDA also reserves the right to schedule meetings and/or site inspections with the Contractor or its designated representative at any time.

**END OF SECTION**

**SECTION THREE - SPECIAL PROVISIONS****3.1 BIDDER QUALIFICATIONS**

To assure the HCDA that the Bidder is capable of performing the work specified herein, the Bidder shall meet the following requirements at the time of bidding:

1. Experience: At the time of bid submittal, the Bidder shall have a minimum of five (5) consecutive years of experience in the performance of parking management, operations and maintenance services similar in size and scope to the specifications herein. The Bidder shall demonstrate the ability and responsibility to meet the specifications herein. The Bidder shall indicate its number of years of experience on the appropriate bid form page.
2. Evidence of Applicable Licenses: Required license(s) and/or certification(s) as specified in this IFB for the Bidder and/or their personnel shall be submitted with its bid. Failure of a Bidder to submit proof of required licenses with its bid shall be deemed non-responsible and the Bidder's bid shall be disqualified.
3. Office/Service Facility Location: The Bidder shall maintain a permanent office and service facility on the island of Oahu at the time of bidding and during the contract period from where the Bidder conducts business during normal working hours and from where the Bidder is accessible for requests and/or complaints.

An award will not be made to any Bidder failing to meet all of the above qualifications. Following the award, satisfaction of these requirements shall be maintained by the Contractor throughout the entire contract period and any extensions (if applicable).

The HCDA reserves the right to disqualify any potential Bidder if, in the HCDA's sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the goods and/or services required.

**3.2 PRE-BID CONFERENCE, ADDENDA, AND CLARIFICATIONS**

Prospective Bidders are encouraged to attend an optional pre-bid conference (see Section 1.3 Schedule). The purpose of the pre-bid conference is to discuss and explain the Scope of Work and basis for contract award. Impromptu questions shall be permitted at the pre-bid conference; however, all verbal responses provided at the pre-bid conference are intended for discussion purposes only and do not represent the official position of the HCDA. The only official position of the HCDA is that which is stated in writing and issued as an addenda to the IFB on the HlePRO website.

Failure of the Bidder to attend the pre-bid conference and receive information discussed, which may or may not be pertinent to the bid, shall not entitle the Bidder to seek



additional payment later due to any misunderstanding of the Scope of Work and responsibilities specified herein.

The HCDA reserves the right to amend this IFB at any time prior to the bid closing deadline. Any amendment to this IFB will be in the form of a written addenda, and prospective Bidders will be notified of such amendments via online posting on HlePRO. Bidders are responsible for reviewing the information communicated via addenda prior to the submission of their bid.

Bidders discovering an ambiguity, inconsistency, or error when examining the bid documents or Premises, or Bidders with questions or clarification requests, shall submit their written requests under the Question/Answers Section through HlePRO. All written questions will receive a written response from the HCDA that will be published through HlePRO. Written questions submitted via e-mail and facsimile will also be answered via an addenda posting on HlePRO. Verbal questions received via telephone or questions submitted through other means will not be accepted.

### **3.3 PRE-BID SITE INSPECTION**

Prospective Bidders are encouraged to attend an optional pre-bid site inspection (see Section 1.3 Schedule). The purpose of the pre-bid site inspection is to allow prospective Bidders to become thoroughly familiar with existing equipment, conditions, and the Scope of Work to be performed. Questions shall be permitted at the pre-bid site inspection; however, all verbal responses provided at the pre-bid site inspection are intended for discussion purposes only and do not represent the official position of the HCDA. The only official position of the HCDA is that which is stated in writing and issued as an addenda to the IFB on the HlePRO website.

Prospective Bidders who do not attend the optional pre-bid site inspection are encouraged to visit the Premises on their own to become thoroughly familiar with existing equipment, conditions, and the Scope of Work to be performed. The site inspection is not mandatory; however, submission of a bid shall be evidence that the Bidder understands the conditions of the Premises and the Scope of Work and agrees to comply with all contract requirements, including the specifications herein. No additional compensation will be made for any misunderstanding or error regarding conditions at the Premises or the amount and/or type of work to be performed.

### **3.4 BID PREPARATION**

1. Bid Form. The Bidder shall submit its respective bid under the Bidder's legal name as registered with the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay HCDA's review of the bid.

The Bidder's execution of Bid Form page 1 shall constitute the Bidder's intent to be bound by its bid

2. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Bidders are advised that the gross receipts derived from this solicitation are subject to the 4.712% general excise tax (GET) imposed by Chapter 237, HRS, and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the use tax (currently 1/2 %) imposed by Chapter 238, HRS.
3. **Hawaii General Excise Tax License.** The Bidder shall submit its current Hawaii GET I.D. number in the space provided with its bid, thereby attesting that the Bidder is doing business in the State and will pay such taxes on all sales made to the State of Hawaii.
4. **Bid Price.** The total bid price shall be inclusive of all labor, equipment, supplies, transportation, all applicable taxes and any other costs incurred to provide services as specified herein.
5. **Bid Guaranty.** A bid guaranty is not required for this solicitation.
6. **Insurance.** The Bidder is required to maintain in full force and effect during the life of the contract, liability insurance on an occurring basis to protect the Bidder from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by himself or by anyone directly or indirectly employed by either of them (see Section 3.14 Liability Insurance). The Bidder shall provide the requested insurance information on its Bid Form where indicated.
7. **References.** The Bidder shall list on its Bid Form where indicated, a list of companies or government agencies for which the Bidder has provided or is currently providing services similar in nature to the services specified herein. The HCDA reserves the right to contact the references provided. The HCDA also reserves the right to reject any Bidder who has performed unsatisfactorily on other jobs of a nature similar to those required by this IFB.
8. **Wage Certificate.** The Bidder shall complete and submit a Wage Certificate, Bid Form page 7, with its bid, as an attachment on HiePRO, by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.

### **3.5 SUBMISSION OF BID**

The Bidder must complete and submit Bid Form pages 1 through 7, along with copies of applicable license(s) and proof of insurance. Bid Form pages may be downloaded from the HiePRO website (see Attachment 1).

All required forms and documents must be submitted electronically, as an attachment, through HlePRO by the deadline specified in Section 1.3 Schedule. Bidders are responsible for ensuring that all required forms and documents are attached when submitting its bid, otherwise a responsive bid from a responsible Bidder may not receive the award.

Bids received outside of the specified deadline and/or by any means other than via HlePRO (i.e. hand delivery, regular postal mail, electronic mail, etc.) shall be rejected and will not be considered for award. There shall be no exception to this requirement.

### **3.6 RESPONSIBILITY OF BIDDERS**

The Bidder, if determined to be qualified and submitting the lowest responsive bid, is required to submit a “Certificate of Vendor Compliance” as proof of compliance with the requirements of §103D-310(c), HRS. This involves evidence of the following:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (“COGS”) for entities doing business in the State.

As proof of compliance, the Bidder must furnish to the HCDA a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (“HCE”) system prior to award of a contract. The Bidder should register online with HCE prior to submitting a bid at <https://vendors.ehawaii.gov>. If the Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

**3.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this IFB, the Bidder certifies as follows:

1. The costs in its bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs in its bid have not been knowingly disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

**3.8 DISQUALIFICATION OF BIDS**

The HCDA reserves the right to disqualify any Bidder if, in HCDA's sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the required services.

The HCDA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the specifications listed herein. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

The Bidder shall be disqualified if, for any prior solicitations by HCDA, the Bidder has ever:

1. Withdrawn its bid after HCDA has opened the bids; or,
2. Performed unsatisfactorily on any other previously awarded contract by the HCDA.

**3.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS**

Section 103D-308, HRS, provides that an invitation for bid, or any or all bids, may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the governmental body which issued the invitation, in accordance with rules adopted by the procurement policy board created in Section 103D-104, HRS, and more thoroughly explained in subchapter 11, Sections 3-122-96 and 3-122-97, HAR. The reasons therefore shall be made part of the contract file.

**3.10 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Bidders should be aware that if awarded the contract, Section 11-355, HRS, prohibits campaign contributions from State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

**3.11 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

The Bidder is advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. The Bidder is further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Bidder will be obliged to provide wages no less than those increased wages.

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

To assist the Bidder in determining whether the work of its employees to be performed is similar to work performed by public employees, Table 1 below provides class specifications and the minimum basic hourly wages paid to the public employee positions that perform similar services (see also Attachment 3 for Position Class Specifications/Minimum Qualifications).

**Table 1.** State position class specifications and basic hourly wages, effective as of January 1, 2021

<b>Class Code</b>	<b>Class Title</b>	<b>Salary Range</b>	<b>Bargaining Unit (BU)</b>	<b>Min. Hourly Rate</b>
8.656	Parking and Security Officer I	SR09	03	\$16.25
8.658	Parking and Security Officer II	SR10	03	\$16.92
8.660	Parking and Security Supervisor	SR14	03	\$19.76

Accordingly, the Bidder shall consider the aforementioned wage rates when preparing its bid. The Bidder shall also submit a signed Wage Certificate (see Bid Form page 7) as an attachment on HIePRO.

The Winning Bidder ("Contractor") will be responsible for ensuring its employees are paid no less than wages paid to public workers for similar work throughout the term of the contract, including any contract extension terms (see Section 3.13 Contract Price Adjustment Pursuant to Section 103-55, HRS).

**3.12 PAYROLL AFFIDAVITS**

The Contractor shall be required to provide payroll affidavits in compliance with Section 103-55, HRS.

**3.13 CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS**

At the release of this IFB, only the current wages of State employees performing similar work are known. Should those wages increase during any period of the contract, including supplemental contract terms, the Contractor may request an increase in contract price in accordance with Section 103-55, HRS. The increase requested must result in an increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Contractor's request for increase must meet the following criteria:

1. At the time of a request, the Contractor must provide documentation to show that it is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the current wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for the contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Bid Form page, the percentage of the unit price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. All requests for wage increases must be made in writing to the HCDA. The Contractor may contact the HCDA to obtain the most current basic hourly wage rate information for public employees in similar positions to its employees performing under the contract.
  - A. A request for wage increase during the initial term of the contract must be made as soon as practicable after the State wage agreements are made public. If the HCDA approves the request, the HCDA will amend the monthly Management Fee accordingly, and an amended contract will be routed to the Contractor for execution.
  - B. A request for wage increase during a supplemental contract term must be made prior to the contract extension start date.

If the Contractor meets the above criteria in its request for a contract price increase, the following formula shall be used to calculate the increase:

First Increase:  $WI = (XY) \times (Z) + FB$

Subsequent Increase(s):  $WI = AZ + FB$

Whereby, WI = Dollar amount increase in unit bid price due to increase in State wages;

X = Original contract unit bid price;

Y = Percentage of unit price designated by the Contractor as representing labor costs;

Z = Percentage increase in wages paid to State employees performing similar work;

FB = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to the Contractor's employees;

A = That portion of the contract amount representing wages (this amount is X Times Y plus any increase(s) in contract unit bid price resulting from increase in State wages).

The increase shall be reflected in writing in either a contract amendment or in the supplemental agreement issued for the extended period of the initial contract.

### **3.14 LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of the contract, liability and property damage insurance on an occurrence basis to protect the Contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The Contractor, where appropriate, shall provide the following minimum insurance coverage(s) and limit(s):

Commercial General Liability:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate

\$1,000,000 Completed Operations Aggregate Limit

\$1,000,000 Each Occurrence Limit  
\$1,000,000 Personal & Advertising Limit

Umbrella Liability:  
\$2,000,000 Aggregate

Worker's Compensation:  
Coverage A: As required by Hawaii Laws  
Coverage B: Employer's Liability  
\$1,000,000 Bodily Injury by Accident Each Accident  
\$1,000,000 Bodily Injury by Disease  
\$1,000,000 Policy Limit and \$1,000,000 Each Employee

Automobile:  
\$2,000,000 combined single limit OR \$1,000,000 bodily injury per person,  
\$1,000,000 bodily injury per accident, and \$1,000,000 property damage  
per damage.

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the HCDA, 547 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and HCDA, their respective elected officials, officers, directors, members, employees, agents, and volunteers are added as additional insureds with respect to operations performed for the HCDA/State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and shall not contribute toward insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon the Contractor's execution of the contract, the Contractor agrees to deposit with the HCDA certificate(s) of insurance to evidence compliance with the insurance provisions of the contract and to keep such insurance in effect during the entire term of the contract. The Contractor shall provide a copy of the policy or policies.

Failure of the Contractor to provide its policy(ies) and to keep in force such insurance shall be regarded as a material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the



contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with Contractor's performance of the contract.

### **3.15 AWARD OF CONTRACT**

A Notice of Award, if made, will be issued to the responsive, responsible Bidder submitting the lowest total sum bid. The Bidder is required to bid on every line item specified on the Bid Form pages 4-6 to be considered for award.

In the event the total sum bid of all bidders received exceeds the project control budget, the HCDA reserves the right to make an award to the apparent lowest bidder if additional funds are available, or by negotiating a reduction of the Scope of Work that is mutually agreed upon by both the HCDA and the apparent lowest Bidder.

The final award of the contract hereunder will be conditioned upon: (1) HCDA having the right to hold all bids for a period of ninety (90) calendar days from the date of bid opening, during which no bids shall be withdrawn, and (2) funding availability and release.

### **3.16 EXECUTION OF CONTRACT**

The HCDA shall forward to the Winning Bidder a formal contract to be signed and returned to the HCDA within ten (10) calendar days or as otherwise indicated by the HCDA. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the contract by both parties.

### **3.17 NOTICE TO PROCEED**

Work will commence on the official commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the contract.

### **3.18 PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

**3.19 PERMITS, LICENSES, AND TAXES**

The Contractor shall procure all necessary permits and licenses for the entire duration of the initial and/or supplemental contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Scope of Work.

Failure to procure and maintain valid permits and licenses required by law and by these specifications shall be considered a material default under the contract and shall be cause for the HCDA to terminate the contract.

**3.20 ENVIRONMENTAL POLLUTION CONTROL**

Environmental pollution control shall consist of the protection of the environment from pollution during and as a result of operations under the contract. The control of the environmental pollution requires the consideration of air, water, land, and involves noise, dust, solid waste management as well as other pollutants. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, and County laws and regulations concerning environmental pollution control and abatement and to secure all necessary permits.

**3.21 RE-EXECUTION OF WORK**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract as determined by the HCDA and shall immediately remedy any defects due to faulty workmanship by the Contractor or subcontractors, as applicable, at the Contractor's own expense. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

**3.22 REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Contractor shall remove any of its employees from services rendered, and to be rendered to the State, upon written request by the HCDA.

**3.23 RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the terms and conditions of the IFB, the contract, and all attachments and exhibits thereto, in addition to the recourse stated in Section 13 of the AG-008 103D General Conditions, the HCDA reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the HCDA. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The HCDA may also utilize all other remedies provided by law.

**3.24 LIQUIDATED DAMAGES**

Liquidated damage is fixed at the sum of TWO HUNDRED DOLLARS (\$200.00) for each and every calendar day per violation the Contractor fails to perform in whole or in part any of its obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or may become due to the Contractor. Refer to Section 9 of Attachment 4, AG-008 103D General Conditions.

**3.25 CONSTRUCTION NOTICE**

The Contractor acknowledges and agrees that the HCDA and the Premises are subject to certain obligations and responsibilities under that certain unrecorded Development Agreement dated April 14, 2021 between the State of Hawaii Department of Transportation, the HCDA, Victoria Ward Limited, and Ward Village Owners Association, that may require closure or alternation of parts of the Premises from time to time. The Contractor agrees to cooperate and follow any instructions provided by the HCDA pursuant to its responsibilities under said Development Agreement.

**END OF SECTION**

**SECTION FOUR - ATTACHMENTS**

ATTACHMENT 1 – Bid Forms

ATTACHMENT 2 – Notice of Rights to Post Tow Hearing

ATTACHMENT 3 – Position Class Specifications/Minimum Qualifications

3a- Salary Schedule

3b- Minimum Qualification Specifications for the Classes

3c- Parking and Security Officer I – Position Class Specifications

3d- Parking and Security Officer II – Position Class Specifications

3e -Parking and Security Supervisor – Position Class Specifications

ATTACHMENT 4 – AG-008 103D General Conditions

EXHIBIT A – Site Map

EXHIBIT B – Posted Signage on Premises

**Bid – Management Fee**

The Management Fee shall include a fixed cost for monthly services as specified in IFB HCDA 01-2021 Section 2.6.

Please list all associated costs to provide monthly services as detailed in the line items below:

<b>Item No.</b>	<b>Description</b>	<b>A. Unit Bid Price Per Month *</b>
1.	All management and operation services as specified in Section 2.3 in the IFB	\$
2.	All routine maintenance services as specified in Section 2.4 in the IFB	\$
3.	Maintenance / repair services of the parking equipment	\$
4.	Wages and salaries, including employee benefits	\$
5.	Accounting fees, including bookkeeping, record-keeping, reporting banking and payroll fees	\$
6.	Licensing fees	\$
7.	Permitting fees	\$
8.	Office supplies, including printing, photocopying and faxing	\$
9.	Mobile devices, including cell phones, pagers and monthly service plans	\$
10.	Insurance coverages for limits specified herein	\$
11.	General excise tax	\$
<b>B.</b>	<b>Monthly Management Fee Subtotal (Add lines 1 thru 11)</b>	\$
<b>C.</b>	<b>TOTAL MANAGEMENT FEE FOR THE INITIAL CONTRACT TERM (Line B multiplied by 36 months)</b>	\$
<b>D.</b>	<b>TOTAL MANAGEMENT FEE FOR SUPPLEMENTAL CONTRACT TERM NO. 1 (Line B multiplied by 12 months)</b>	\$
<b>E.</b>	<b>TOTAL MANAGEMENT FEE FOR SUPPLEMENTAL CONTRACT TERM NO. 2 (Line B multiplied by 12 months)</b>	\$
<b>H.</b>	<b>TOTAL MANAGEMENT FEE</b> (Add all highlighted totals; lines C, D, and E)	\$

\*Note: Unit Bid Price shall be inclusive of all costs for labor, equipment, materials, applicable taxes (including Hawaii GET) and other expenses incurred to provide services herein.

**BID FORM**

Parking Management, Operations and Maintenance Services for  
the Kewalo Basin Harbor Diamond Head Parking Lot  
IFB HCDA 01-2021

**Bid – Incentive Fee**

The Incentive Fee will be paid as a percentage of the actual gross monthly revenues collected in the preceding month; however, for the purposes of this bid calculation, please assume the gross monthly revenue is \$50,000 per month.

Please specify the percentage of gross revenue the Bidder will collect to provide the services covered under this IFB.

Item No.	Description	A. Percentage Bid* (% of Gross Revenue collected by Bidder)	B. Estimated Incentive Fee Monthly Price (A x \$50,000)
	<i>For the purposes of this bid calculation, we will assume gross monthly revenue is \$50,000</i>		
	Percentage of Gross Revenue Collected by Bidder	_____ %	\$
<b>C.</b>	<b>TOTAL ESTIMATED INCENTIVE FEE FOR THE INITIAL CONTRACT TERM</b> (B multiplied by 36 months)		\$
<b>D.</b>	<b>TOTAL ESTIMATED INCENTIVE FEE FOR SUPPLEMENTAL CONTRACT TERM NO. 1</b> (B multiplied by 12 months)		\$
<b>E.</b>	<b>TOTAL ESTIMATED INCENTIVE FEE FOR SUPPLEMENTAL CONTRACT TERM NO. 2</b> (B multiplied by 12 months)		\$
<b>F.</b>	<b>TOTAL ESTIMATED INCENTIVE FEE</b> (Add all highlighted totals; lines C, D, and E)		\$

**BID FORM**

Parking Management, Operations and Maintenance Services for  
the Kewalo Basin Harbor Diamond Head Parking Lot  
IFB HCDA 01-2021

**TOTAL BID PRICE**

The following bid is hereby submitted to provide parking management, operations and maintenance services for the Kewalo Basin Harbor Diamond Head Parking Lot as specified in IFB HCDA 01-2021 Section 2 Specifications.

The Bidder's total bid price shall be calculated by adding the Bidder's total management fee and its estimated total incentive fee.

Item No.	Description	Total
1.	<b>TOTAL MANAGEMENT FEE</b> (From Page 4, Line H)	\$
2.	<b>TOTAL ESTIMATED INCENTIVE FEE</b> (From Page 5, Line F)	+ \$
<b>TOTAL BID PRICE</b> (Add Nos. 1 and 2)		<b>**\$</b>

Note: Total bid price shall be inclusive of all costs for labor, equipment, materials, applicable taxes (including the Hawaii General Excise Tax) and any other expenses incurred to provide services as specified herein.

**\*\* This is the amount that should be entered on HlePRO.**

**HCDA reserves the right to reject any and all Bids.**

**Bidder:** \_\_\_\_\_  
**Name of Company**

**BID FORM**

Parking Management, Operations and Maintenance Services for  
the Kewalo Basin Harbor Diamond Head Parking Lot  
IFB HCDA 01-2021



# Luke<sup>®</sup> II

## MULTI-SPACE PAY STATION FOR ON-AND OFF-STREET PARKING ENVIRONMENTS

Public and private operators are realizing the benefits of multi-space pay stations: increased revenue, reduced operational costs, and superior customer service, to name just a few. Consumers also enjoy the added convenience, diverse-payment options, and ease of use provided by pay stations. The Luke<sup>®</sup> II pay station is highly secure, flexible, and suitable for both on-and off-street deployments. Luke II fulfills customer service expectations and delivers superior performance and significant contributions to operators' top and bottom line.

### Luke II Features For Parkers

- Range of convenient payment options such as coins, bills, credit cards, smart cards, passcards (value cards, campus cards), coupons, and Pay-by-Phone services
- Contactless payments for rapid parking transactions
- Extend-by-Phone service provides expiry reminders and the ability to add time via mobile phone
- Large color screen that is easy to read
- Prompts in multiple languages
- Ability to pay for parking or add time using any pay station in the system
- Coin escrow refunds consumers' money upon a cancelled transaction
- 38-key full alphanumeric keypad for easy license plate entry
- Easily recognizable design identifies machine as a parking pay station

### Luke II Features For Parking Operators

- Separate maintenance and collections compartment for enhanced security
- Theft-resistant design to protect coin, bills, and internal components
- Enhanced locking mechanism and electronic lock support for added security
- PCI compliant and PA-DSS validated system ensures credit card data security
- Pay-and-Display, Pay-by-Space, and Pay-by-License Plate on the same pay station
- Remote configuration of rates and policies saves time and money
- Integration with leading parking technology partners for a complete solution
- Flexible rate structures and diverse payment options can increase revenue
- Reduced maintenance and collections costs
- Real-time credit card processing to reduce processing fees and eliminate bad debt
- Real-time reporting and alarming
- Complete audit trail and rich analytics



## ABOUT T2 SYSTEMS

T2 Systems is the largest parking technology provider in North America, with more than 24 years in the parking industry and currently serving thousands of parking professionals. T2 integrates the best people, processes, and technology for powerful, high performance, and secure parking solutions. Its open technology and processes are used to manage more than 200 million parking transactions for over 2 billion dollars annually across all 50 states and ten provinces in Canada. Customers rely on T2 for multi-space pay stations, permit management, enforcement, LPR, PARCS, business intelligence, vehicle counting, citation services, and event parking.

To learn more about T2's reliable and innovative parking technology solutions, visit [T2systems.com](https://T2systems.com).

# LUKE II SPECIFICATIONS



<b>Cabinet</b>	12 gauge cold rolled steel protected with an anti-corrosion coating
<b>Payment Options</b>	Coins, bills, credit cards, contactless payments, smart cards, value cards, campus cards, coupons, Pay-by-Phone services; coin escrow optional
<b>Card Reader</b>	Cards are not ingested - no moving parts; reads Tracks 1, 2, and 3 of all magnetic stripe cards conforming to ISO 7810 and 7811; reads and writes to chip-based smart cards conforming to ISO 7810 and 7816
<b>Bill Stacker</b>	1,000-bill capacity (U.S. only)
<b>Printer</b>	2" receipt width
<b>Display</b>	Color backlit LCD with 640x480 resolution
<b>Keypad</b>	38-key alphanumeric with tactile buttons
<b>Locks</b>	Can be re-keyed twice without removal of lock cylinder; electronic locks optional
<b>Access</b>	Separate compartments for maintenance and collections
<b>Communication Options</b>	GSM, CDMA, Ethernet
<b>Environmental Requirements</b>	-40°F to 140°F (-40°C to 60°C)*; relative humidity: up to 95%
<b>Power</b>	120 VAC; slimline solar panel optional
<b>Operational Modes</b>	Pay-and Display, Pay-by-Space, Pay-by-License Plate
<b>Multilingual Support</b>	Up to four languages using Roman or non-Roman characters
<b>Audible Alarm</b>	Sense shock and vibration
<b>Color</b>	Charcoal gray; additional colors optional
<b>Standards</b>	UL/CSA approved, ADA compliant, PCI compliant, PA-DSS validated

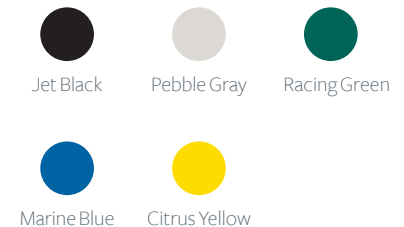
\*Using separately purchased heater/insulator option. Low end of range is -4°F (-20°C) ambient without heater/insulator option.

### Standard



Charcoal Gray

### Premium



Jet Black

Pebble Gray

Racing Green

Marine Blue

Citrus Yellow