

FOR ACTION

I. REQUEST

Authorize the Executive Director to Award and Execute a Three-Year Contract with Two One-Year Options to Extend with Arekat Pacific Security, Inc. for Security and Outreach Services for the Kewalo Basin Harbor Diamond Head Parking Area and Kolowalu Park, Located in Honolulu, Hawaii, and Identified as Tax Map Key Nos. (1) 2-1-058:134, (1) 2-3-004-080 (portion), (1) 2-3-006-015 and (1) 2-3-006-016 (portion).

II. BACKGROUND

The Kewalo Basin Harbor Diamond Head Parking Area is located near the entrance to Kewalo Basin Harbor, adjacent to Ala Moana Beach Park, at 1125 Ala Moana Boulevard, Honolulu, Hawaii, as depicted on the site map attached hereto as Exhibit A. It includes a paved, approximately 34,500 square foot lot that consists of 76 marked parking stalls, a public comfort station that services Kewalo Basin Harbor, and an adjacent grassy landscaped area.

Kolowalu Park consists of a Mauka Park that straddles the Queen Street Extension between Kamakee and Waimanu Streets, and a Makai Park that straddles the Queen Street Extension between Kamakee and Waimanu Streets as depicted on the site map attached hereto as Exhibit B.

Security services for the Kewalo Basin Harbor Diamond Head Parking Area are currently provided by the Howard Hughes Corporation, as they also lease the greater Kewalo Basin Harbor area. However, we anticipate these services will cease once the HCDA executes its contract for parking management services for the Kewalo Basin Harbor Diamond Head Parking Lot, as the Howard Hughes Corporation will no longer receive any parking revenues from this area.

HCDA previously contracted security services for all of its Kakaako public parks, including Kolowalu Park, however; that contract terminated in November 2019 when the HCDA transferred the majority of its park properties to the City and County of Honolulu. Kolowalu Park is now the only remaining HCDA-owned park in Kakaako.

III. DISCUSSION

Both the Kewalo Basin Harbor Diamond Head Parking Area and Kolowalu Park are heavily used by the public. Currently, HCDA staff receive weekly complaints from the public regarding persons who are violating Hawaii Administrative Rules § 15-210-13 ("Park Rules") or remaining in closed areas overnight. Safety issues have also been raised by the public due to trespassing, vandalism, and stored property concerns.

Although the Kewalo Basin Harbor Diamond Head Parking Area and Kolowalu Park represent a relatively small area, it is in HCDA's best interest to procure a security contractor to patrol and secure these premises. HCDA does not have adequate staff to oversee these areas throughout the day or overnight, should any security concerns arise.

On July 14, 2021, the HCDA issued an Invitation for Bids ("IFB") solicitation for Security Guard and Outreach Services for the Kewalo Basin Harbor Diamond Head Parking Area and Kolowalu Park (IFB No. HCDA 02-2021). The IFB is attached hereto as Exhibit C.

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 one roving security guard to conduct foot patrols at least once every three hours, seven days a week.
2. Providing an on-call security guard to respond to emergencies as needed.
3. Opening and closing the gates to the Kewalo Basin Harbor Diamond Head Parking Lot.
4. Documenting, reporting, and responding to any violation of HAR § 15-210-13 Park Use, HAR § 15-210-14 Animals in Parks, HAR § 15-210-15 Closing of Areas, and HAR § 15-210-16 Abandoned Property in accordance with HAR § 15-210-4 Enforcement.
5. Providing outreach services and stored property services as needed; and
6. Inspecting the premises for safety hazards.

Bids for the solicitation were due on July 28, 2021. Four (4) bids were received by the deadline.

Arekat Pacific Security, Inc. submitted the lowest responsive, responsible bid of \$15,287.95 per month. The monthly fee totals \$550,366.27 for the initial three-year term, plus \$183,455.42 per year for each additional extension option, if exercised. Arekat Pacific Security, Inc. bid form, is attached hereto as Exhibit D. This solicitation also includes an annual allowance amount of \$2,000.00 per year for a total of \$6,000.00 for the initial three-year term, plus \$2,000.00 per year for each additional extension option, if exercised.

The second lowest bidder submitted a bid of \$19,073.60 a month.

IV. RECOMMENDATION

Authorize the Executive Director to Award and Execute a Three-Year Contract with Two One-Year Options to Extend with Arekat Pacific Security, Inc. for Security and Outreach Services for the Kewalo Basin Harbor Diamond Head Parking Area and

Kolowalu Park, Located in Honolulu, Hawaii, and Identified as Tax Map Key Nos. (1) 2-1-058:134, (1) 2-3-004-080 (portion), (1) 2-3-006-015 and (1) 2-3-006-016 (portion), in the amount not to exceed \$927,277.11 and undertake all tasks necessary to effectuate the purpose(s) of this For Action.

Attachments:

Exhibit A – Site Map: Kewalo Basin Harbor Diamond Head Parking Area

Exhibit B – Site Map: Kolowalu Mauka and Makai Park Facilities

Exhibit C – IFB No. HCDA 02-2021

Exhibit D – Arekat Pacific Security, Inc. Bid Form

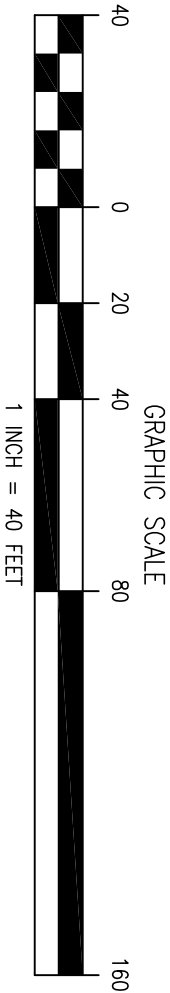
Prepared By: Alicia Wailehua-Hansen, Asset Management Specialist *Alicia Wailehua-Hansen*

Reviewed By: Lindsey Doi, Asset Manager *LD*

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

ALA MOANA BEACH
PARK

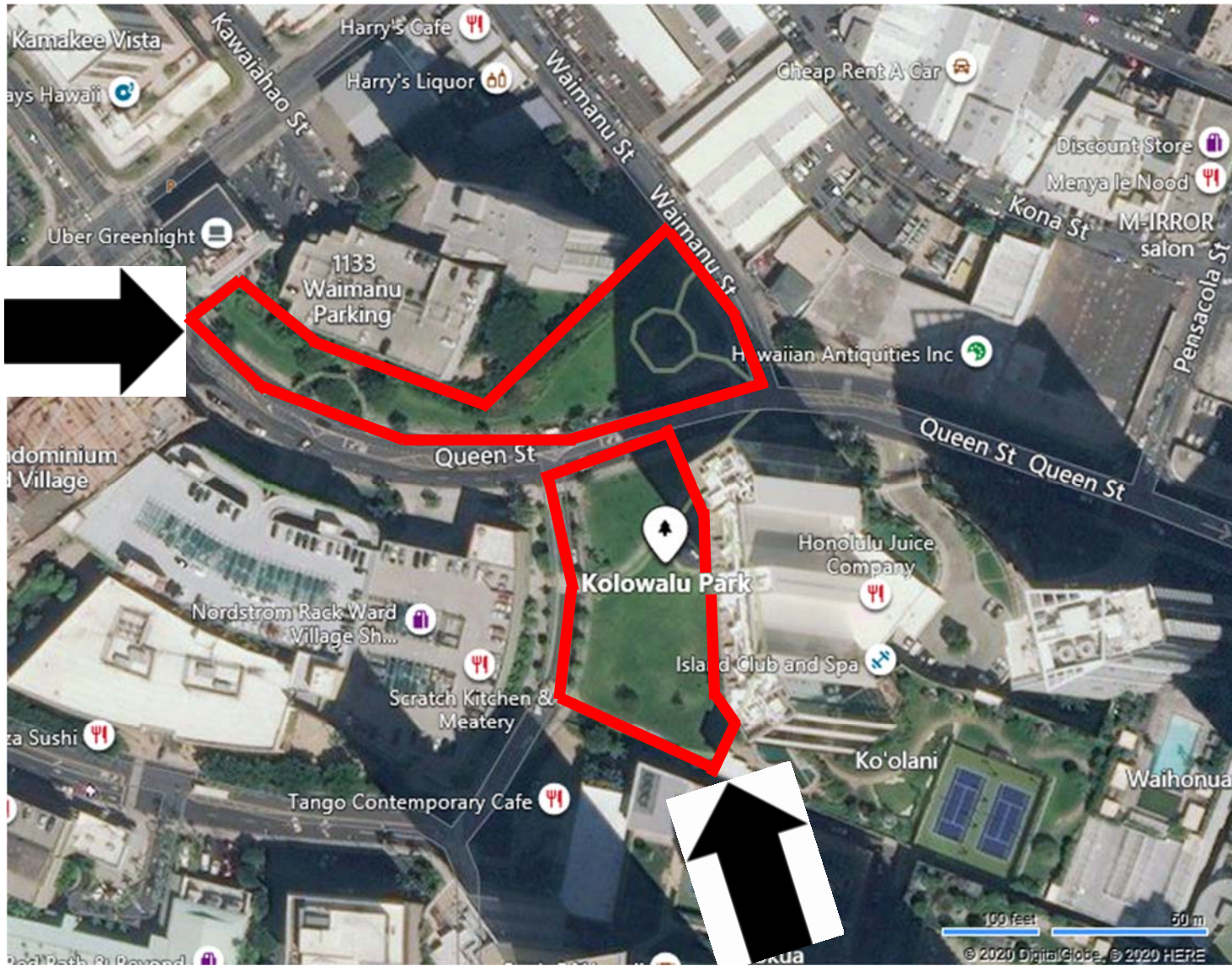
(1) Diamond Head paved parking lot
consisting of 76 marked parking stalls
that is approximately 34,500 square
feet ; (2) adjacent Diamond Head
comfort station



TRUE NORTH
SCALE: 1 IN. = 40 FT.

KEWALO BASIN
HARBOR

**KOLOWALU
MAUKA**



**KOLOWALU
MAKAI**





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

Invitation for Bids
(IFB No. HCDA 02-2021)

Security Guard and Outreach Services for the Kewalo Basin Harbor Diamond Head Parking Area
and Kolowalu Park

Located at:

Kakaako Community Development District
Honolulu, Oahu, Hawaii

APPROVED:

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

Deepak Neupane, P.E., AIA
Executive Director

Date: Jul 13, 2021

TABLE OF CONTENTS

SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES	1
1.1 TERMS AND ACROYNMS.....	1
1.2 INTRODUCTION	2
1.3 SCHEDULE.....	2
1.4 HCDA POINT OF CONTACT	3
SECTION TWO – SPECIFICATIONS.....	4
2.1 DESCRIPTION OF THE PREMISES.....	4
2.2 SCOPE OF WORK.....	4
2.3 ALLOWANCE FOR ADDITIONAL WORK	9
2.4 WORK PLAN.....	9
2.5 DUE CARE AND DILIGENCE.....	9
2.6 SUBCONTRACTORS	9
2.7 WORK BY OTHERS	10
2.8 TERM OF CONTRACT.....	10
2.9 GENERAL REQUIREMENTS.....	11
2.10 PERFORMANCE MONITORING AND INSPECTIONS.....	12
SECTION THREE - SPECIAL PROVISIONS.....	13
3.1 BIDDER QUALIFICATIONS	13
3.2 PRE-BID CONFERENCE, ADDENDA, AND CLARIFICATIONS	13
3.3 PRE-BID SITE INSPECTION	14
3.4 BID PREPARATION	14
3.5 SUBMISSION OF BID	15
3.6 RESPONSIBILITY OF BIDDERS	16
3.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION.....	16
3.8 DISQUALIFICATION OF BIDS.....	17
3.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS	17
3.10 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS	17
3.11 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS.....	18
3.12 PAYROLL AFFIDAVITS.....	18
3.13 CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS	19
3.14 LIABILITY INSURANCE.....	20
3.15 AWARD OF CONTRACT.....	22
3.16 EXECUTION OF CONTRACT	22
3.17 NOTICE TO PROCEED	22
3.18 INVOICING	22
3.19 PAYMENT	22
3.20 PERMITS, LICENSES, AND TAXES	23
3.21 ENVIROMENTAL POLLUTION CONTROL	23
3.22 RE-EXECUTION OF WORK.....	23
3.23 REMOVAL OF CONTRACTOR’S EMPLOYEES	23

3.24	RIGHTS AND REMEDIES FOR DEFAULT	23
3.25	LIQUIDATED DAMAGES	24
SECTION FOUR - ATTACHMENTS.....		25
ATTACHMENT 1 - BID FORMS, BF 1 -BF 5		
ATTACHMENT 2 - POSITION CLASS SPECIFICATIONS/MINIMUM QUALIFICATIONS		
ATTACHMENT 3 - AG-008 103D GENERAL CONDITIONS		
EXHIBIT A - SITE MAP: KEWALO BASIN HARBOR DIAMOND HEAD PARKING FACILITY		
EXHIBIT B - SITE MAP: KOLOWALU MAKAI AND MAUKA PARK FACILITIES		
EXHIBIT C - HAWAII ADMINISTRATIVE RULES SECTION 15-210 (PARK RULES)		

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
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 Area, Kolowalu Makai Park, and Kolowalu Mauka Park (hereinafter collectively referred to as the “Premises”) identified in the site maps attached hereto as Exhibits A and B.

The HCDA requires the services of a Contractor to secure the Premises and administer and enforce Hawaii Administrative Rules (“HAR”) Chapter 15-210 (hereinafter referred to as the “Park Rules”). The relevant section of HAR is attached hereto as Exhibit C.

1.3 SCHEDULE

HlePRO Posting/Procurement Notice System:	Wednesday, July 14, 2021
Optional Informational Pre-Bid Conference: <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> Zoom Meeting: https://zoom.us/j/7758542441?pwd=LzAyelcvQXh0MnlVemhtaUIVdXJUZZ09 Meeting ID: 775 854 2441 Passcode: 434019	Tuesday, July 20, 2021 10:00 a.m. HST
Optional Pre-Bid Site Inspection: Diamond Head Parking Lot Kewalo Basin Harbor 1125 Ala Moana Boulevard Meet at the entrance gate.	Wednesday, July 21, 2021 10:00 a.m. <i>Facial coverings are required and social distancing shall be adhered to.</i>
Deadline to Submit Written Inquiries:	Friday, July 23, 2021 12:00 p.m. HST
Response to Written Inquiries	Monday, July 26, 2021 3:30 p.m. HST

Deadline for Solicitation:	Wednesday, July 28, 2021 10:00 a.m.
Anticipated Contract Start Date:	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

END OF SECTION

SECTION TWO – SPECIFICATIONS

2.1 DESCRIPTION OF THE PREMISES

1. Kewalo Basin Harbor Diamond Head Parking Area: This is an approximately 1.79 acre parcel consisting of a paved, 76-stall, approximately 34,500 square foot parking lot (“Kewalo Basin Harbor Diamond Head Parking Lot”), an adjacent comfort station, and a grassy area with benches and tables. This area primarily serves the general 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, and depicted on the site map attached hereto as Exhibit A.
2. Kolowalu Mauka Park: This park is the mauka portion of Kolowalu Park that straddles the Queen Street Extension between Kamakee and Waimanu Streets in the Kakaako Community Development District, identified by Oahu Tax Map Key No. (1) 2-3-004-080 (portion), and depicted on the site map attached hereto as Exhibit B.
3. Kolowalu Makai Park: This park is the makai portion of Kolowalu Park that straddles the Queen Street Extension between Kamakee and Waimanu Streets in the Kakaako Community Development District identified by Oahu Tax Map Key Nos. (1) 2-3-006-015 and (1) 2-3-006-016 (portion), and depicted on the site map attached hereto as Exhibit B.

Kolowalu Mauka Park and Kolowalu Makai Park are hereinafter collectively referred to as “Kolowalu Park.”

2.2 SCOPE OF WORK

The Contractor shall furnish to the HCDA all supervision, labor, equipment, tools, supplies, material, and services to satisfactorily secure the Premises and administer and enforce the Park Rules in accordance with the provisions, specifications, General Conditions, and procedural requirements, included and/or referenced in this IFB.

The Contractor shall be responsible for reviewing and enforcing HCDA’s Park Rules as set forth in Exhibit C attached hereto and complying with all requirements as specified therein.

The Contractor shall provide licensed security guards (“Security Guard(s)”) in compliance with HRS §463-7 “Guard and guard agencies; license required” for the following services:

1. Staffing:

- a. One (1) roving Security Guard shall conduct patrols of the Premises seven (7) days a week (including holidays), in accordance with Section 2 Patrol Services below;
 - b. One (1) Security Guard shall be on call 24 hours a day, seven (7) days a week (including holidays) to assist the HCDA as requested and/or to respond to any emergencies as needed; and
 - c. One employee shall open and close the Kewalo Basin Diamond Head Parking Lot in accordance with its posted operating hours as determined by the HCDA. Current posted hours of operation are 4:00 a.m. through 10:00 p.m., seven (7) days a week, including holidays.
2. Patrol Services: Security Guards shall:
- a. Monitor the Premises for any illegal, suspicious, or unusual activities, including, but not limited to, violations of the Park Rules, disorderly conduct, and vandalism;
 - i. In the event that any of the above activities involves a violation of the law, the Contractor shall immediately notify the HCDA in conjunction with law enforcement to resolve the situation.
 - b. Inspect the Premises for any potential safety hazards, including, but not limited to, trip hazards and/or broken equipment;
 - i. If there is a safety hazard, the Contractor shall immediately mitigate the hazard to the best of their abilities and shall contact the HCDA to discuss options for long term repairs or mitigation.
 - c. Conduct foot patrols at least once every three hours to inspect all comfort stations, walkways, and parking areas located on the Premises;
 - d. Document, report, and respond to any violation of HAR § 15-210-13 Park Use, HAR § 15-210-14 Animals in Parks, HAR § 15-210-15 Closing of Areas, and HAR § 15-210-16 Abandoned Property in accordance with HAR § 15-210-4 Enforcement;
 - i. In the event of an injury caused by an animal, the Contractor shall immediately notify the HCDA, law enforcement, and the Hawaiian Humane Society for further assistance.
 - e. Work in conjunction with the HCDA's parking operator for the Kewalo Basin Harbor Diamond Head Parking Lot in the event the parking operator reports any issues pertaining to enforcement of the Park Rules on the Premises. The Contractor should also report any parking issues they may witness to the HCDA and/or parking operator for their appropriate action.

- f. Issue citations for violations in accordance with HAR § 15-210-4 Enforcement; and
 - g. Contact law enforcement to enforce criminal trespass, HRS § 708-814.5, against individuals who violate HAR § 15-210-15 Closing of Areas.
3. Outreach Services. The Contractor shall contact the State of Hawaii Homeless Initiative Team to coordinate the offering of outreach services to any individual who requests such services and is asked to leave the Premises for violating Park Rules. Contact information for the State of Hawaii Homeless Initiative Team will be provided to the Contractor upon award of the contract. The Contractor shall be responsible for coordinating and communicating with state, local and federal law enforcement and other agencies, as necessary.
4. Stored Property. The Contractor may provide property storage services to any person asked to leave the Premises for violating park rules. Property storage services shall be conducted in accordance with HAR § 15-210-16, Abandoned Property.
5. Employee Training. The Contractor shall ensure that all staff assigned by the Contractor to the Premises shall undergo and complete training in Non-Crisis Intervention and all Park Rules. Security Guards shall also undergo training and instruction on other project related curriculum or situational based scenarios, which would require knowledge in de-escalation and non-hostile verbal skills necessary to prevent any potentially hostile confrontation. All Security Guards shall have the attitude, capability, and emotional stability to interact positively with park users and members of the public.
6. Daily Log. The Contractor shall maintain a digital daily log of all patrols, findings of potential safety hazards, incidents, and citations. Daily logs shall be compiled on a weekly basis and emailed to the HCDA every Monday by 10:00 a.m. for review.

For any disturbances, rule violations, accidents/ malfunctions, or actions in which action was taken or law enforcement is called to the Premises, the Contractor shall email a written report to the HCDA immediately and enter the information in the daily log.

The daily log shall also include observations of the following and the response by Contractor:

- a. Vandalism of any electrical, water, wastewater, or other utility equipment;
- b. Unauthorized access, damage, or theft of public utilities or equipment located at the Premises;

- c. Vandalism or other property damage to the HCDA comfort stations, equipment, irrigation systems, and/or electrical systems;
 - d. Potentially unsafe conditions at the Premises, such as trip hazards, exposed and/or frayed electrical wiring, standing water, etc.;
 - e. Neglect/abuse of animals on the Premises;
 - f. Unleashed dogs within the Premises;
 - g. Incidents involving bites/attacks by animals within the Premises; and
 - i. In the event of an injury caused by an animal, the Contractor shall immediately notify the HCDA, law enforcement, and the Hawaiian Humane Society for further assistance. The Contractor shall also document the situation with photos of the victim and the offending animal/owner, as well as a written narrative and witness statements, if applicable.
 - h. Graffiti within the Premises.
7. Quality Control and Monitoring. The Contractor shall implement and maintain a quality control system to ensure the assigned Security Guards perform satisfactorily, in accordance with the contract.
- a. The Contractor shall assign a Site Manager specifically dedicated to monitor, respond and/or enforce all requirements as stated in the contract.
 - i. The Site Manager shall possess sufficient knowledge, training, and experience regarding providing licensed Security Guard services in Hawaii and shall be familiar with the proper procedures for protecting and safeguarding the Premises.
 - ii. The Site Manager shall not be a Security Guard assigned to the Premises.
 - iii. The Site Manager shall be available by phone 24 hours a day, 365 days a year and shall respond to the HCDA's inquiries no later than one (1) hour after the HCDA's attempted contact.
 - b. The Contractor shall provide at least one Self-Audit Unannounced In-Person Supervision Check ("Supervision Check") for each Security Guard during the Security Guard's daily shift.

- i. The Supervision Check shall be completed by the Site Manager or another supervisor employed by the Contractor who is not providing security guard services for the Premises under the contract.
 - ii. The Supervision Check shall not be made at the beginning or end of a Security Guard's shift.
 - iii. The Site Manager or supervisor shall note the time of the Supervision Check and shall verify and sign the Security Guard's daily report(s), providing additional comments as necessary on the daily report.
- 8. Patrol Vehicles. The Contractor shall provide a vehicle to ensure daily patrol of the Premises. Any costs related to this vehicle, including but not limited to, maintenance, repair and insurance will be the sole responsibility of the Contractor.
 - a. The patrol vehicle(s) shall be clearly marked as security vehicles and identified with the Contractor's name and phone number. The Contractor's Security Guards operating the vehicle shall have a valid motor vehicle operator's license at all times.
 - b. No more than two (2) Security Guards per vehicle per patrol are allowed. Family members or friends are not allowed to accompany the Security Guards in the course of performing their duties.
 - c. Patrol vehicle pricing shall be included in the Bid Price and be inclusive of all taxes and applicable fees. The Contractor shall not be reimbursed for any additional fees and taxes related to the patrol vehicle.
- 9. Uniform and Equipment. The Contractor shall provide all necessary uniforms, tools, and equipment for providing the services outlined in this IFB.
 - a. All Security Guards shall be properly attired in a uniform with name tags affixed and clearly visible at all times to ensure they are readily identifiable.
 - b. Each Security Guard shall have a specifically assigned cellular telephone for the Premises at all times. The telephone numbers of these cellular telephones shall be provided to the HCDA upon execution of the contract.
- 10. Licenses. The Contractor shall ensure its Guard Agency license ("GDA") remains active and in good standing throughout the entire term of the contract. The Contractor shall provide a copy of its license to the HCDA, including all subsequent renewals, within five (5) days of issuance. The Contractor shall ensure the licenses of its Security Guards assigned to the Premises remain active and in good standing throughout the entire term of the contract.

2.3 ALLOWANCE FOR ADDITIONAL WORK

The HCDA may request that the Contractor perform additional patrols (“Additional Work”) beyond the schedule specified in Section 2. Such Additional Work shall be performed only at the direction of the HCDA Point of Contact or her designated duly qualified representative.

The HCDA must pre-approve, in writing, all quotes for such Additional Work before the Contractor may perform such services. If the quote is approved, the Contractor may be reimbursed for such Additional Work through an allowance allocated to the contract. The Contractor shall provide appropriate invoices and labor charges to support any pre-approved allowance expenditure.

An allowance amount of TWO THOUSAND DOLLARS (\$2,000.00) per year for Additional Work will be added to the TOTAL ANNUAL SUM BID when the contract is prepared.

2.4 WORK PLAN

At least fifteen (15) days prior to the commencement date indicated on the Notice to Proceed to the Contractor, the Contractor shall provide a security and operational plan (“Work Plan”) to accomplish the Scope of Work as outlined in this IFB to the HCDA for approval. The HCDA reserves the right to reject the Work Plan; in that event, the Contractor shall provide revised plans that are acceptable to the HCDA at no additional cost to the HCDA, prior to the commencement of the contract.

2.5 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.
2. The Contractor’s access to the Premises shall be solely limited to providing the services set forth in the Scope of Work at 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.

2.6 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 shall 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 if the primary Contractor or a subcontractor performs said services.

The Contractor shall 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.

2.7 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. The Contractor should work in conjunction with any 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. Parking Management;
3. Landscaping and tree trimming services; and
4. Janitorial and maintenance services for the adjacent comfort station.

2.8 TERM OF CONTRACT

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 3.14 Contract Price Adjustment).

2.9 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 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 and services.
 - 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 one (1) hour of the initial call/request.
 - d. The Contractor shall maintain order among its employees and its subcontractors and shall ensure compliance with all 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.

2.10 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, HCDA 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 work similar specified 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: At the time of bid submittal, the Bidder shall be licensed in accordance with Act 208 Session Laws Hawaii 2010 and registered with the State of Hawaii Professional Vocational Licensing Division of the Department of Commerce and Consumer Affairs.

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 bid price shall be inclusive of all labor, benefits, equipment, supplies, transportation, all applicable taxes and any other fees/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 6, 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 5, 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 scope of services 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 this 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 2 for Position Class Specifications/Minimum Qualifications).

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

Class Code	Class Title	Salary Range	Bargaining Unit (BU)	Min. Hourly Rate
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 5) as an attachment on HlePRO.

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 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 this 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 page 4 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 INVOICING

The Contractor shall submit an original and three (3) copies of the monthly invoice, which include the contract number and project name to:

Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

The Contractor shall identify separate charges for any pre-approved Additional Work billable to the allowance.

3.19 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.

3.20 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.

3.21 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.

3.22 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. 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.

3.23 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.

3.24 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 (the "Contract"), in addition to the recourse stated in Section 13 of Attachment 3, AG-008 103D General Conditions the following provisions apply:

Default: If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such due diligence as will ensure its completion within the time specified in the Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other breach of the Contract, the HCDA may notify the CONTRACTOR in writing of the delay or non-performance and if not cured or addressed to the HCDA's satisfaction in ten (10) days or any longer time specified in writing by the HCDA, the HCDA may terminate the CONTRACTOR's right to proceed with the Contract or such part of the Contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the HCDA may procure similar services in a manner and upon terms deemed appropriate by the HCDA. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for the excess costs incurred in procuring similar services.

- a. It shall be considered a default if Contractor does not notify the HCDA within one (1) hour of a health or safety hazard.

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.

3.25 LIQUIDATED DAMAGES

Liquidated damage is fixed at the sum of TWO HUNDRED DOLLARS (\$200.00) for each and every calendar day per location 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 3, AG-008 103D General Conditions.

END OF SECTION

SECTION FOUR - ATTACHMENTS

ATTACHMENT 1 – Bid Offer Forms, BF-1 to BF-5

ATTACHMENT 2 – Position Class Descriptions/Minimum Qualifications

2a- Salary Schedule

2b- Minimum Qualification Specifications for the Classes

2c- Parking and Security Officer I – Position Class Specifications

2d- Parking and Security Officer II – Position Class Specifications

2e -Parking and Security Supervisor – Position Class Specifications

ATTACHMENT 3 – AG-008 103D General Conditions

EXHIBIT A – Site Map: Kewalo Basin Harbor Diamond Head Parking Area

EXHIBIT B – Site Map: Kolowalu Makai and Mauka Parks

EXHIBIT C – Hawaii Administrative Rules Section 15-210 (HCDA Park Rules)

Bid Price

The following bid is hereby submitted to provide Security Guard and Outreach Services for the Kewalo Basin Harbor Diamond Head Parking Area and Kolowalu Park, as specified in IFB HCDA 02-2021 Section 2 Specifications.

INITIAL CONTRACT TERM (TOTAL AMOUNT TO BE ENTERED ON HIEPRO):

Item No.	Item/Description	A. Unit Price (Monthly)	
1	Security Services for Kewalo Basin Diamond Head Parking Area and Kolowalu Park (Mauka & Makai)	\$ <u>15,287.95</u>	
BID PRICE FOR THE INITIAL CONTRACT TERM (A. multiplied by 36 months)			\$ 550,366.27
.	TOTAL BID PRICE TO BE ENTERED ON HIEPRO		\$ ** 550,366.27

Note: Total bid prices 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 the services as specified herein.

**** This is the amount that should be entered on HiePRO.**

SUPPLEMENTAL CONTRACT TERM NO. 1 BID PRICE:

Item No.	Item/Description	B. Unit Price (Monthly)	
2	Security Services for Kewalo Basin Diamond Head Parking Area and Kolowalu Park (Mauka & Makai)	\$ <u>15,287.95</u>	
BID PRICE FOR SUPPLEMENTAL CONTRACT TERM NO. 1 (B. multiplied by 12 months)			\$ 183,455.42

BID FORM

Security Guard and Outreach Services For
the Kewalo Basin Harbor Diamond Head Parking Area and Kolowalu Park
IFB HCDA 02-2021

SUPPLEMENTAL CONTRACT TERM NO. 2 BID PRICE:

Item No.	Item/Description	C. Unit Price (Monthly)	
3	Security Services for Kewalo Basin Diamond Head Parking Area and Kolowalu Park (Mauka & Makai)	\$ <u>15,287.95</u>	
BID PRICE FOR SUPPLEMENTAL CONTRACT TERM NO. 2 (C. multiplied by 12 months)			\$ 183,455.42

Note: The allowance for additional services as requested by the HCDA in the amount of \$2,000 per year will be added to the TOTAL ANNUAL SUM OFFER when the Contract is prepared. DO NOT add this allowance to your bid prices in the tables above.

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

Bidder: Arekat Pacific Security, Inc. DBA API Security
Name of Company

BID FORM

Security Guard and Outreach Services For
the Kewalo Basin Harbor Diamond Head Parking Area and Kolowalu Park
IFB HCDA 02-2021