

STATE OF HAWAII
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
KAKAAKO
Honolulu, Hawaii, 96813

July 10, 2019

Chairperson and Members
Hawaii Community Development Authority

HCDA Board Members:

SUBJECT: Shall the Authority Authorize the Executive Director to Execute a Contract for a Three (3) Year Term Plus Two (2) One (1) Year options to Extend to furnish Janitorial, Trash Collection, and Maintenance Services for Kolowalu Park and Kewalo Basin Harbor with Waikiki Health and Expend up to \$517,940.00 from the Hawaii Community Development Revolving Funds, Leasing and Management Subaccount?

SUMMARY:

The Hawaii Community Development Authority (HCDA) solicited an Invitation for Bids (IFB) to furnish Janitorial, Trash Collection, and Maintenance Services for Kolowalu Park and Kewalo Basin Harbor on June 17, 2019. The HCDA received four bids by the IFB closing deadline July 1, 2019. Although 808 Pro Cleaners LLC submitted the lowest bid, they lacked the proper experience under section 3.1.A to adequately do the job required. Waikiki Health was the next lowest, responsive, responsible bid. The HCDA recommends executing a contract with Waikiki Health for \$517,940.00 for a maximum five-year period.

AUTHORITIES:

At the August 3, 2016, General Meeting, the Board indicated it would like to review and approve all procurement requests over \$25,000.

The subject 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."

BACKGROUND:

On May 2, 2018, the Authority authorized the land transfer of various HCDA Park Parcels to the City and County of Honolulu, including the Kakaako Waterfront Park, Gateway Park and Kewalo Basin Park.

Janitorial, trash collection, and maintenance services for all these parks are currently performed under a contract with Waikiki Health. However, this contract must be substantially reduced following the transfer, and therefore it was decided to re-bid the contract.

The new scope of work performed under this Contract shall consist of complete janitorial services, cleaning, inspections and repairs to the comfort station, emptying and maintaining the

trash cans within Kolowalu Park and Kewalo Basin Harbor Diamond Head Parking lot, and other general maintenance work as needed on the Premises for the HCDA.

If the maintenance or repair work requires specialized labor, such as a licensed Plumber, Electrician, Carpenter, or other licensed professional, the Contractor may hire subcontractor(s) as needed, billed out of the \$25,000 annual allowance. The HCDA must give prior approval for all items utilizing the allowance. The Contractor shall provide appropriate invoices and labor charges to support any request for payment under this allowance.

ANALYSIS:

Bids for the subject solicitation were due on July 1, 2019. Four bids were received by the deadline. 808 Pro Cleaners LLC submitted the lowest bid but lacked the proper experience for this contract. When HCDA staff reached out to the company to discuss discrepancies in the bid form, insurance and lack of experience, no calls were returned.

Waikiki Health submitted the next lowest responsive, responsible bid of \$235,764.00 for the initial three-year term, plus \$78,588 a year for each additional extension option. The \$25,000 annual allowance is added to the total offer. Therefore, the maximum expenditure for the initial three-year term, two one-year options to extend, and the \$25,000 annual allowance comes out to \$517,940.00 for a maximum five-year term.

RECOMMENDATION:

HCDA staff recommends that the Board:

Authority Authorize the Executive Director to Execute a Contract for a Three (3) Year Term Plus Two (2) One (1) Year options to Extend to furnish Janitorial, Trash Collection, and Maintenance Services for Kolowalu Park and Kewalo Basin Harbor with Waikiki Health and Expend up to \$517,940.00 from the Hawaii Community Development Revolving Funds, Leasing and Management Subaccount.

Respectfully submitted,



Lindsey Doi
Asset Manager

APPROVED FOR SUBMITTAL:


Aedward Los Banos, Executive Director

Attachments
Exhibit A – IFB No. HCDA 03-2019



HAWAII COMMUNITY DEVELOPMENT AUTHORITY
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND
TOURISM
STATE OF HAWAII

INVITATION FOR BIDS
(IFB No. HCDA 03-2019)


FURNISH JANITORIAL, TRASH COLLECTION AND MAINTENANCE
SERVICES
FOR

KEWALO BASIN HARBOR AND KOLOWALU PARK

Located at:

Kakaako, Oahu, Hawaii

APPROVED:



Aedward Los Banos
Executive Director

Date: 6/17/2019

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SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES

1.1 TERMS AND ACRONYMS

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 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
KBH	=	Kewalo Basin Harbor
SPO	=	State of Hawaii Procurement Office
STATE	=	State of Hawaii, including its departments, agencies, and political subdivisions

The Hawaii Community Development Authority (HCDA) a body corporate and public instrumentality of the State of Hawaii attached to the State of Hawaii's Department of Business, Economic Development & Tourism is the property owner of Kewalo Basin Harbor Diamond Head Comfort Station, Kewalo Basin Harbor Diamond Head Parking Lot and Kolowalu Park (collectively "Premises") in Honolulu, Hawaii.

The HCDA requires the services of a Contractor to provide janitorial, trash collection and maintenance services for the Premises. The Contractor shall furnish all labor, equipment, tools, supplies, materials and supervision necessary to provide janitorial services, cleaning, inspections and repairs at the Kewalo Basin Harbor Diamond Head comfort station, and to empty and maintain the trash cans within the Premises. A map of locations is attached as Attachment 2.

1.3 SCHEDULE

HlePRO Posting/Procurement Notice System (PNS):	DATE: 6/17/19
Informational Pre-Bid Conference: HCDA 547 Queen Street Honolulu, Hawaii 96813 First Floor Community Meeting Room	DATE: 6/19/2019 9:00 a.m.
Deadline to Submit Written Inquiries:	DATE: 6/25/2019 3:00 p.m.
Response to Written Inquiries	DATE: 6/28/2019 4:00p.m.
Deadline for Solicitation:	DATE: 7/1/2019 1:00 p.m.
Anticipated Contract Start Date	DATE: 8/12/2019

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 SCOPE OF WORK

The purpose of the Contract is to maintain the Kewalo Basin Harbor Diamond Head Comfort Station, Kewalo Basin Harbor Diamond Head Parking Lot and Kolowalu Park trash cans in good sanitary condition and repair. The Contract price shall be based on services as listed below.

Services shall include janitorial, trash collection, and general maintenance services for the Premises. The work performed under this Contract shall consist of complete janitorial services, cleaning, inspections and repairs to the comfort station, emptying and maintaining the trash cans within the Premises, and other general maintenance work as needed on the Premises for the HCDA.

If the maintenance or repair work requires specialized labor, such as a licensed Plumber, Electrician, Carpenter, or other licensed professional, the Contractor may hire subcontractor(s) as needed. The Contractor shall submit a written proposal to the HCDA showing the itemized cost of labor, equipment, and allowance as indicated in Section 2.13 of this document if a subcontractor is needed to perform the service. HCDA reserves the right to purchase its own materials should the HCDA not agree on the costs of materials.

2.2 KEWALO BASIN HARBOR DIAMOND HEAD COMFORT STATION

JANITORIAL AND MAINTENANCE SERVICES. Contractor shall furnish all labor, equipment, supplies, personal use products and cleaning supplies to satisfactorily perform janitorial services at the Kewalo Basin Harbor Diamond Head Comfort Station. All personal use products and cleaning supplies furnished under this contract must be approved by the HCDA in advance of use. The Contractor shall also be responsible for replenishing supplies and refilling in the proper fixtures as needed.

All chemicals used for this contract shall meet Federal and State requirements. The Contractor shall furnish HCDA the appropriate Material Safety Data Sheets (MSDS) for all chemicals. Contractor shall furnish appropriate safety and public notification signs for all chemicals used for fulfilling this contract.

In addition to the items listed as Bid Form 7 (BF-7), the Contractor shall be responsible to provide equipment and supplies such as ladders, brooms, mops, sponges, brushes, dusters, scouring pads, soap, disinfectants, cleaning detergents, paper products, light bulbs, and trash bags necessary to perform specified services required by the HCDA.

Services shall include cleaning the following within the Kewalo Basin Harbor Diamond Head Comfort Station twice a day:

No. of Sinks	2
No. of Toilets	3
No. of Urinals	1

A. Daily Services

1. Open all comfort station doors at 5:00 a.m. and secure all doors to remain open. Lock all comfort station doors at 10:00 p.m.
2. Empty all comfort station trash cans by 2:00 p.m.
 - a) Clean and line refuse containers. Trash shall be removed from the comfort station and disposed of in the dumpster.
3. Clean comfort station twice a day.
 - a) Thorough cleaning in morning shift.
 - 1) Sweep, scrub, wet mop, and disinfect all restroom surfaces including floors, seats, walls, ledges, and floor drains.
 - 2) Clean, remove stains, scrub, and disinfect all restroom fixtures including basins, toilets, urinal and drains.
 - 3) Clean and polish fixtures and dispensers.
 - 4) Remove smudges, graffiti, and markings from interior walls and doors.
 - b) During the afternoon shift, spot clean as needed and restock all dispensers as needed.
 - c) All cleaning staff shall make a verbal announcement before entering any comfort station.
4. Replenish supplies and personal use products in comfort station dispensers twice daily, in the morning and afternoon.
 - a) Fill all paper towel and soap dispensers.
 - b) Soap and all paper products, including toilet tissue and paper towels, shall be made available in quantities to last at least 24 hours.

B. As Needed

1. Perform corrective maintenance such as cleaning out blockages and removing clogs in toilets, and sinks.
2. Paint over graffiti inside and outside comfort station which cannot be removed by cleaning.
3. Remove and replace burnt-out light bulbs in the interiors and exteriors of the comfort station.
4. Replace broken soap dispensers, fixtures, sinks, urinals and commodes (billed from allowance provided in bid). In an emergency situation, Contractor shall notify the Point of Contact or her designated

representative immediately of the imminent danger to the safety and welfare of the public.

5. General litter and debris removal from the Premises.
6. Contractor shall report in writing to the Point of Contact or her designated representative, any damage or repairs required at each facility. Information provided to the Point of Contact or her designated representative shall include:
 - a. The specific location.
 - b. A detailed description and location of the item that needs repairing.
 - c. A detailed description of the problem.

Example: Kewalo Basin Harbor Diamond Head Comfort Station Men's Restroom, center toilet leaking around base.

2.3 DIAMOND HEAD PARKING LOT AND KOLOWALU PARK TRASH

COLLECTION. Contractor shall provide trash disposal and replacement of the trash can liners for the HCDA as listed herein. Such collection shall include all labor, transportation, equipment and supplies (including, but not limited to, trash cans, trash bags, gloves, rakes, brooms, and dust pans) necessary to replace and dispose of trash in accordance with the Specifications herein.

The State reserves the right to add or remove trash cans to the contract at the contracted price.

A. Daily Services

1. Trash cans shall be emptied completely once a day, with a minimum of spillage of dust or solids. Spillage or overflow of any type, within a 10-foot area, shall be completely picked up and removed by the Contractor. The area should be left broom clean, free of any debris and rubbish. Collection shall be conducted in a safe manner.
2. Trash collections will NOT be scheduled earlier than 6:00 a.m. and all pickups will be completed no later than 6:00 p.m. No night trash pickups shall be allowed unless approved by the Point of Contact. If for any reason collection is not made as scheduled, Contractor shall be given twenty-four (24) hours to "make up" a collection without being penalized. If "make up" collection is not made within twenty-four (24) hours, penalty of \$200.00 per day will be deducted from the monthly invoice.
3. Emptied trash cans shall be returned to their designed stations in a condition that will be safe, and sanitary to all users.
4. Contractor shall dispose of all Parks trash daily in the dumpster bins located in the Kewalo Basin Harbor Diamond Head Comfort Station or Charter Boat Building as identified on the attached maps.

B. As Needed

1. Repair, maintain, and replace existing trash cans to ensure they are clean, freshly painted and of uniform appearance and in good repair at all times.
2. Clean and wipe drinking fountain including its fixture, remove algae and debris.

C. Equipment

Vehicles and equipment used by Contractor to collect and remove the trash shall be clean and well maintained at all times, both mechanically and in appearance. All equipment used to collect and remove trash shall be covered to prevent littering.

- 2.4 GENERAL MAINTENANCE.** Contractor shall conduct general maintenance and repairs beyond the Janitorial and Trash Collection scope of work stated above, as directed by the HCDA in writing. Contractor shall receive prior written approval from the HCDA for the work being done and the amount being charged. The work may include, but is not limited to, restroom plumbing repairs, restroom electrical repairs, parking lot pot hole repairs, painting and vandalism repair.

2.5 WORK LOG

Contractor employees shall keep accurate daily records of work performed under this contract by accurately recording time worked on log sheets. Contractor shall use daily work log sheets approved by the Point of Contact. Work log sheets shall be kept secured at the comfort station storage areas and a copy provided to the Point of Contact upon request.

Work log sheets shall be turned in to the Point of Contact monthly. The HCDA will use the work log sheets to verify hours and wages paid to employees for work performed. By signing the work log sheets, the Contractor certifies that the employees performed all services required in accordance with the terms of the contract. Failure to submit the required work log sheets will delay payment to the Contractor.

The work log sheets shall accurately the hours worked by Contractor's staff for this contract. Contractor's failure to submit the hours worked by its staff will delay payment to the Contractor.

2.6 KEYS

If applicable, Contractor shall be responsible for any HCDA key(s) loaned to the Contractor for entry to the restrooms while performing services under the contract. Contractor shall return all keys within twenty-four (24) hours of contract termination or when requested by the HCDA. Contractor shall be charged for lock and key replacement(s) if keys are lost during the term of the contract or not returned within twenty-four (24) hours of contract termination. Contractor shall not make copies of any keys provided by HCDA without the express permission of the Point of Contact.

2.7 STORAGE AREA

Contractor shall have access to on-site storage areas contiguous to comfort stations for the storage of personal use items, supplies, equipment and work log sheets.

2.8 TERM OF CONTRACT

The initial term of 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.

2.9 CONTRACT EXTENSION

Unless terminated and subject to availability of funds, 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, subject to any price increase allowed by the Contract.

2.10 GENERAL REQUIREMENTS

- A. The Contractor shall perform all specified janitorial, trash collection and maintenance in a safe manner in accordance with all City, State and Federal laws, rules, and regulations.
- 1) All equipment and materials used in the performance of Contractor's Scope of Work shall cause no hazards or dangers to the property, staff, or visitors and shall not produce excessive noise or noxious fumes.
 - 2) All personnel employed by the Contractor 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 and its subcontractors.
 - 3) All work performed by Contractor shall be performed in a manner safe to the public and employees. 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. Occupational Safety and Health Administration (OSHA) and Division of Safety and Health (DOSHS) approved safety gear shall be worn by workers at all times when operating power equipment.

- 4) The Contractor shall provide at all times qualified supervisors to direct all contracted personnel and maintenance operations.
- B. The Contractor shall be responsive and responsible in the performance of the Scope of Work:
- 1) Adequate personnel and equipment shall be provided to permit the timely completion of all work.
 - 2) The Contractor shall be responsible for the repair of all damage resulting from the Contractor's and/or subcontractor's activities while working on site. If the Contractor is not able to make all required repairs, the HCDA reserves the right to contract for the necessary repairs and deduct the repair costs incurred from the Contractor's subsequent invoices.
 - 3) The Contractor shall provide a list of all phone numbers of personnel who can be contacted in case of an emergency. The Contractor shall provide initial response to call-out requests within one (1) hour of notification.
 - 4) The Contractor shall limit its activities to the Scope of Work only and shall not perform work not called for in the Contract without the prior approval of the HCDA. Such work shall be submitted as a written proposal showing the itemized costs of all labor, equipment, and materials.
 - 5) The Contractor shall maintain order among its employees and shall ensure compliance with all rules and regulations. Courtesy and professionalism shall be demonstrated by Contractor and its employees to all HCDA staff and the general public at all times.

2.11 OTHER VENDORS/CONTRACTORS

HCDA may retain others to perform work 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 shall coordinate with the other vendors (directly or through the HCDA Point of Contact) regarding scheduling of the Contractor's work.

2.12 WORK SCHEDULE

All services shall be performed between 5:00 a.m. and 10:00 p.m., once a day in the morning and once in the afternoon. This schedule shall be followed seven (7) days a week, including holidays, 365 days a year.

The Point of Contact or its designated representative, reserves the right to change the scheduled days or times of work, at no additional cost to the HCDA, provided Contractor's representative is notified, verbally or in writing, two days

prior to the requested change. If the change requires adding or deleting cleaning day(s), the Contractor shall assess or reduce the charges, as appropriate, based on the unit bid prices shown on Bid Form, page BF-6.

If the Point of Contact determines that the comfort station cannot remain operational (full or partial closure) due to any reason, the Contractor shall invoice the State only for services performed, if any for the period of time the comfort station cannot remain operational. HCDA will inform the Contractor whether any comfort station will be fully or partially closed.

2.13 PARTS AND MATERIAL

The Contractor shall restore to serviceability and make operational all broken parts, materials, and equipment that Contractor finds to cost less to repair than to replace. However, all repaired parts, materials, and equipment shall be safe for use.

The Contractor shall maintain a supply of parts, materials, and equipment that are required for maintenance of the facility as referenced in Section 2.1 Scope of Work at no additional cost to the HCDA. The Contractor shall notify the HCDA whenever parts are not locally available to accomplish the repairs. The HCDA reserves the right to request that the parts be shipped by the Contractor via air freight at the expense of the HCDA and such cost shall not include Contractor mark-up as referenced in Section 2.14 Allowable Costs for Parts. Should the Contractor elect to purchase parts from the mainland at reduced prices, even though the part is available locally, the HCDA reserves the right to require the Contractor to air express ship via next day delivery the parts at the Contractor's sole expense.

2.14 ALLOWABLE COSTS FOR PARTS

If replacement parts or materials are required for emergency repair services or authorized extra work not covered by the Contract, the HCDA shall compensate the Contractor for the part(s) or material(s) at the Contractor's or subcontractor's cost, plus mark-up. The Contractor's or subcontractor's cost mark-up shall not exceed 10%, which shall include shipping, overhead, profit, taxes, and any other incidental expenses. The Contractor shall substantiate all costs by submitting a copy of part(s) or material(s) invoices with their invoice to the HCDA. It is expected that only new, standard parts or materials are used.

2.15 ALLOWANCE LINE ITEMS

This Contract includes an allowance ("allowance") of twenty-five thousand dollars (\$25,000.00) a year for work approved in writing by the HCDA ("allowance") subject to HCDA's determination that such payment is reasonable and warranted under the Contract.

The allowance may be used and billed accordingly for:

1. Any and all work required above the maintenance and repair work stated in Section 2.1 Scope of Work;
2. Any and all maintenance or repair work requiring specialized labor completed by subcontractor(s);
3. Emergency work; and
4. Repair materials and parts that require special ordering, such as electrical fixtures, plumbing fixtures and other parts and materials specifically requested and approved by the HCDA.

All allowance work shall be accompanied by a written quote previously approved by the HCDA. The Contractor shall provide proper invoices and labor charges as required by the HCDA to support any request for payment under the allowance.

2.16 PERFORMANCE MONITORING AND INSPECTIONS

The performance of the work shall be monitored on an ongoing basis by the HCDA through personal observation, site inspections, and/or other methods. Monthly inspections may be scheduled at the premises. The Contractor or its designated representative shall be present at each scheduled inspection. The HCDA reserves the right to conduct periodic and unscheduled inspections at any time to observe and evaluate the work.

If the HCDA determines that all work has been performed in accordance with the Contract specifications, the HCDA shall indicate its acceptance of the work and shall process payment at the end of the month. If all or portions of the work are not acceptable to HCDA, payment may be withheld for all or a portion of the work until such work is completed and corrected to the satisfaction of HCDA.

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, Bidder must meet the following requirements at the time of bidding:

A. EXPERIENCE

At the time of bid submittal, Bidder shall have a minimum of three (3) collective years of experience in the performance of janitorial, trash collection, graffiti removal, and bulky item removal similar to this project in size and scope prior to bid opening that demonstrated the ability and responsibility to meet contractual requirements. Bidder shall also have experience subcontracting licensed electricians, licensed plumbers, and licensed contractors. Bidder shall indicate its number of years of experience with the above on the appropriate Bid Form page.

B. OFFICE/SERVICE FACILITY LOCATION

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 Bidder conducts business during normal working hours and from where Bidder will be accessible to requests or complaints. Bidder must be able to verbally respond to the HCDA within one (1) hours of the initial call/request.

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

3.2 PRE-BID CONFERENCE, ADDENDA AND CLARIFICATIONS

Prospective Bidders are encouraged to attend a pre-bid conference at the HCDA office, located at 547 Queen Street. The purpose of the meeting will be to discuss and explain the scope of work and basis for contract award. Impromptu questions shall be permitted at the Pre-Bid Conference and spontaneous answers provided. Verbal responses provided at the Pre-Bid Conference are intended as general information 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 this meeting and to receive information discussed, which may be pertinent to the bid, shall not entitle the Bidder to seek additional payment later for any misunderstandings of the work specified herein.

The HCDA reserves the right to amend this IFB at any time prior to the bid closing date and time. IFB Amendments shall be in the form of Addenda and prospective Bidders shall be notified of amendments in writing transmitted via

electronic mail, regular postal mail or online posting via HlePRO. Bidders are responsible for the information communicated via Addenda or bid clarification.

Bidders discovering an ambiguity, inconsistency or error when examining the bidding documents or the site and local conditions 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 HCDA and published through HlePRO. Questions submitted via e-mail and facsimiles transmission shall not be accepted.

3.3 SITE INSPECTION

Prior to submittal of a bid, Bidders shall visit the Premises on their own to become thoroughly familiar with existing conditions, and the extent and nature of work to be performed. The site inspection is not mandatory; however, submission of a bid shall be evidence that the Bidder understands the scope of the project, the contract requirements, and agrees to comply with all Contract requirements, including these specifications herein. No additional compensation will be made by reason or any misunderstanding or error regarding conditions at the services areas or the amount and type of work to be performed.

3.4 BID PREPARATION

A. BID FORM-1

Bidder shall submit its respective bid under 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 the Bid Form page -1 shall constitute the Bidder's intent to be bound.

B. 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 4.5% 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 ½%) imposed by Chapter 238, HRS.

C. HAWAII GENERAL EXCISE TAX LICENSE

Bidders shall submit their current Hawaii GET I.D. number in the space provided on Bid Form-1, 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.

D. BID PRICE

The bid price shall include labor, equipment, supplies, transportation, all applicable taxes and any other costs incurred to provide services as specified herein.

E. BID GUARANTY

A bid guaranty is not required for this solicitation.

F. INSURANCE

Bidder shall provide the requested insurance information on the Bid Form page-4 (B-4), where indicated.

G. REFERENCES

Bidder shall list on Bid Form page-5 (BF-5) where indicated, a minimum of two (2) companies or government agencies for which 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 reserves the right to reject any Bidder who has performed unsatisfactorily on other jobs of a nature similar to those required by this IFB.

H. WAGE CERTIFICATE

Bidder shall complete and submit a Wage Certificate, Bid Form page-7 (BF-7), with its bid, as an attachment on HlePRO, by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.

I. SUPPLIES WORKSHEET

Bidder shall list on Bid Form page 6 (BF-6) the exact brand or manufacturer and product number of each product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient ground for rejection of the offer.

3.5 SUBMISSION OF BID

Bidder must complete Bid Form Offer pages 1 to 7 (BF-1 to BF-7) and submit proof of insurance. Bid Form pages may be downloaded from the HlePRO website. (See Attachment 1).

All these documents must be submitted electronically, as an attachment, through the HlePRO. Bidders are responsible to ensure all forms required are attached when submitting a bid. Otherwise a responsive bid from a responsible Bidder may not receive the award.

Bids received outside of the HlePRO shall be rejected and not be considered for award.

3.6 RESPONSIBILITY OF BIDDERS:

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, Bidders must furnish to the HCDA a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system. The HCDA shall verify compliance on HCE. If a Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

Hawaii Compliance Express

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.

Vendors/contractors/service providers should register with (HCE) prior to submitting a bid at <https://vendors.ehawaii.gov>. The 'Certificate of Vendor Compliance' is required for the execution of contract and the final payment.

3.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

- A. 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.
- B. 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.
- C. 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 discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the 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 demonstrates an understanding of the scope of services. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

A. Bidder shall be disqualified if, for any prior solicitations by HCDA it has ever:

- 1) withdrawn its bid after HCDA has opened the bids; or,
- 2) if Bidder was awarded a contract but did not perform for the primary contract term.

3.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS

The solicitation may be canceled, or the bids may be rejected in whole or in part, when in the best interest of the purchasing agency, as provided in Section 3-122-96 through Section 3-122-97, HAR.

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

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. Bidder is further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor 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. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or the Bidder may include such notice with each paycheck of pay envelope furnished to the employee.

To assist the Bidder in determining whether the work of its employees performed under this contract is similar to work performed by public employees, Table below provides class specifications and basic hourly wages paid to the public employee positions that perform landscape similar services. Effective June 1, 2018 and January 1, 2019 the basic hourly wages paid to these State positions are:

Class Code	Class Title	Salary Range	Bargaining Unit (BU)	Hourly Rate
9.310	Janitor I	BC 01	BU 01	\$19.06
9.315	Janitor II	BC 02	BU 01	\$19.32
9.325	Janitor Supervisor I	F102	BU 02	\$22.56

(See Attachment 2 for Position Class Specifications/Minimum Qualifications)

Accordingly, Bidder shall consider the aforementioned wage rates when preparing its quote. Bidder shall also submit a signed Wage Certificate, Bd Form page-7 (BF-7), as an attachment on HlePRO.

3.12 PAYROLL AFFIDAVITS

Upon the HCDA's request, the Contractor will be required to submit quarterly payroll documentation to the HCDA for all employees working under this Contract. Documentation shall include employee time cards, payroll records, and copies of canceled checks to verify that Contractor's employees are being paid State of Hawaii prevailing wages for hours worked under this Contract.

3.13 LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance on an occurrence basis to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself 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, 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 this 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, employees and volunteers are added as an additional insured as respects 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 not contribute with, 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 Contractor's execution of the Contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this Contract. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

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

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, 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.

3.14 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 their wages increase during any period of the contract, including supplements, the Contractor may request for increase in contract price if the current wages paid for similar positions are lower than wages paid to State employees. The increase requested must result in increase in wages to 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.

- A. The Contractor's request for increase must meet the following criteria:
- 1) At the time of a request, 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 this 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) Request for increase must be made in writing to the HCDA on a timely basis.
 - a) Request for increase for the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employee.
 - b) Request for an increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor shall call the Point of Contact to obtain the current wage information.

If the Contractor meets the above criteria in its request for 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 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 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 either a contract modification or in the supplemental agreement issued for the extended period of the initial contract.

3.15 AWARD OF CONTRACT

Award, if made, will be to the responsive, responsible Bidder submitting the lowest total sum bid price for the Basic Bid. Bidder is required to bid on every line item specified on the Bid Form page-2 (BF-2) 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 low 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 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 successful 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 PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended Contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the HCDA to terminate the Contract.

3.18 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.

3.19 INVOICING

Contractor shall submit one (1) original and three (3) copies of the invoice to:

Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

All invoices shall reference the Contract number and given a unique invoice number for identification purposes.

Invoice must detail the service and work performed. Contractor shall identify separate charges for Allowance Items.

If the HCDA determines that all work has been performed in accordance with the Contract specifications, the HCDA shall indicate its acceptance of the work and shall process payment. If all or portions of the work are not acceptable to the HCDA, payment may be withheld for all or a portion of the work until such work is completed and corrected to the satisfaction of the HCDA.

The Contractor is required to remain in compliance with the Federal and State requirements. For final payment, a Certificate of Vendor Compliance, issued through the Hawaii Compliance Express system as explained in Section 3.6 Responsibility of Bidders, shall be required.

3.20 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.

3.21 SUBCONTRACTORS

The Contractor is allowed to hire subcontractors as needed to perform specialized work (i.e. work requiring a licensed Plumber, Electrician, etc.). 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 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 terms and conditions contained herein. The Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract, and shall be responsible for all services whether or not the Contractor performs them. The Contractor shall not delegate any duties listed in this IFB to any subcontractor unless the Point of Contact has given written approval.

3.22 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.

3.23 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. 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.

3.24 REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered the State, upon request in writing by the HCDA Point of Contact.

3.25 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of the contract, these Special Provisions, the Specifications, and AG-008 103D General Conditions herein, 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 moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the HCDA. In case any money due 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.

3.26 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 his obligations specified herein. Liquidated

damages, if assessed, may be deducted from any payments due or to become due to the Contractor. Refer to Section 9 of the AG-008 103D General Conditions.

END OF SECTION

SECTION FOUR - ATTACHMENTS

- Proposal Offer Form, BF-1 to BF-7 ATTACHMENT 1
- Position Class Descriptions/Minimum Qualifications..... ATTACHMENT 2
- Map of Kewalo Basin Harbor and Kolowalu Park..... ATTACHMENT 3
- AG-008 103D General Conditions ATTACHMENT 4

Attachment 1 – Proposal Offer Form BF-1 to BF-7

JANITORIAL, TRASH COLLECTON AND MAINTENANCE SERVICES
FOR KEWALO BASIN HARBOR DIAMOND HEAD COMFORT STATION, DIAMOND HEAD PARKING
LOT AND KOLOWALU PARK
HONOLULU, OAHU, HAWAII

Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Invitation for Bids, including the Specifications, Special Provisions and General Conditions attached hereto and hereby submits the following bid to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this bid, 1) he/she is declaring his/her bid is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check one **only**)

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
 A **Compliant Non-Hawaii** business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs Business Registration Division to do business in the state of Hawaii.
State of Incorporation: _____

Bidder is:

Sole Proprietor Partnership *Corporation Joint Venture Other _____

Federal I.D. No.: _____ Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

** _____

E-mail Address: _____

Exact Legal Name of Company (Bidder)

**If Bidder shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification description?

Yes _____ No _____

If yes, complete the following:

_____ % represents the labor costs for the Total Basic Bid.

BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:

1. Permanent **Oahu** Office Location: _____

2. Telephone Number: _____

3. Bidder must be able to verbally respond to the HCDA within one (1) hour of a call/request. Furnish contact information for the person(s) to contact regarding the "day-to-day" operations and performance of the work provided.

Name/ Title: _____

Telephone Number: _____ FAX Number: _____

Cell Phone Number: _____ Email: _____

State of Hawaii Business License No.: _____

(Attach a copy of the applicable license)

Number of year's experience: _____

Expiration Date: _____

Bidder: _____
Name of Company

Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification description?

Yes _____ No _____

If yes, complete the following:

_____ % represents the labor costs for the Total Basic Bid.

Years of Experience = _____

Bidder must have a minimum of three (3) consecutive years of experience in all items listed under Section 3.1.A.

Company and/or Government Agency References

List a minimum of two (2) companies and/or government agencies that bidder has provided services similar to the services specified herein. References should specifically be able to attest to Bidder's experience in providing all services outlined in Section 3.1.A. Do not list the HCDA as a reference. The State reserves the right to contact these companies/government agencies to ascertain the quality and timeliness of services provided.

Name of Company/Government Agency Name of Contact Person Phone No.

Bidder: _____
Name of Company

Insurance coverage is carried by, if applicable:

<i>Insurance Coverage:</i>	<i>Carrier</i>	<i>Policy No.</i>
Commercial General Liability:		
Automobile Liability:		
Worker's Compensation:		
Temporary Disability Insurance:		
Prepaid Health Care:		
Unemployment Insurance: State of Hawaii Labor No.:		

Bidder: _____
Name of Company

FURNISH JANITORIAL, TRASH COLLECTION AND MAINTENANCE SERVICES FOR KEWALO BASIN HARBOR, AND KOLOWALU PARK
HONOLULU, OAHU, HAWAII

Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

The following bid is hereby submitted for the services specified in HCDA IFB 03-2019 to furnish Janitorial, Trash Collection and Maintenance Services at the Kewalo Basin Harbor and Kolowalu Park under the jurisdiction of the HCDA, for a three (3) year period from the official commencement date on the Notice to Proceed:

PART A: Original Contract Period (36 months)

Item No.	Description – Initial Term Basic Bid	A. Unit Price* per month	B. (# of months)	Total (A x B)
1	Open/Close comfort station doors and secure	\$	36	\$
2	Empty all trash cans once a day	\$	36	\$
3	Clean and stock comfort station twice a day	\$	36	\$
4	Remove algae, debris and build up from drinking fountains weekly	\$	36	\$
5	Remove graffiti from inside and outside the comfort station as needed		36	
6	Replace burnt out and broken light bulbs in the comfort station as needed		36	
7	Remove general rubbish and debris as needed		36	
INITIAL TERM BASIC BID TOTAL (Add items 1-7)		N/A	N/A	**\$

*Unit Bid Price shall include costs for all labor, equipment, materials, applicable taxes (including the Hawaii General Excise Tax) and any other expenses incurred to provide services as specified herein.

**** \$25,000 ANNUAL ALLOWANCE WILL BE ADDED TO THE CONTRACT SEPARATELY. DO NOT INCLUDE THIS NUMBER IN YOUR TOTALS ABOVE.**

PART B: Supplemental Contract Periods (12 months each)

Item No.	Description – Extension Years 4 and 5	B. Unit Price* per month	B. (# of months)	Total (A x B)
1	Open/Close comfort station doors and secure	\$	24	\$
2	Empty all trash cans once a day	\$	24	\$
3	Clean and stock comfort station twice a day	\$	24	\$
4	Remove algae, debris and build up from drinking fountains weekly	\$	24	\$
5	Remove graffiti from inside and outside the comfort station as needed		24	
6	Replace burnt out and broken light bulbs in the comfort station as needed		24	
7	Remove general rubbish and debris as needed		24	
EXTENSION YEARS BID TOTAL (Add items 1-7)		N/A	N/A	**\$

*Unit Bid Price shall include costs for all labor, equipment, materials, applicable taxes (including the Hawaii General Excise Tax) and any other expenses incurred to provide services as specified herein.

****\$25,000 ANNUAL ALLOWANCE WILL BE ADDED TO THE CONTRACT SEPARATELY. DO NOT INCLUDE THIS NUMBER IN YOUR TOTALS ABOVE.**

2.3 CONTRACTOR FURNISH CLEANING SUPPLIES

Item	Description	Kewalo Basin Harbor Diamond Head Comfort Station
	Toilet Paper Rolls, Kimberley Clark Scott #04460, rolls, 2-ply, fully bleached (white), 80 rolls per case Offering: _____	_____ cases
2	Toilet Paper Jumbo Roll, Georgia Pacific Acclaim, #13105, single ply, fully bleached (white), 3.5" wide x 4000 ft long, 24,000 linear feet per case, 6 rolls per case Offering: _____	_____ cases
3	Trash Bags, 36"w x 50"l gallon capacity, 2 mil min., 150 bags per case (for 50-gallon drum). For Kewalo Basin Harbor Diamond Head Comfort Station, Kewalo Basin Harbor Diamond Head Parking Lot, Kolowalu Park Offering: _____	_____ cases For (7 of trash cans) 50-gallon trash cans
4	Ajax, Comet, or equal. Offering: _____	_____ each
5	Chlorine Bleach, Clorox, Pure Bright, or equal, 6 gallons per case. Offering: _____	_____ cases
6	Graffiti Paint (dark grey) Offering: _____	_____ gallon
7	Deodorant blocks (for urinals) Offering: _____	_____ boxes

HCDA reserves the right to reject any and all bids.

Bidder: _____
Name of Bidder

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No.: HCDA 03-2019
Title of IFB: Furnish Janitorial, Trash Collection and Maintenance Services
for Kewalo Basin Harbor and Kolowalu Park

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

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

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

Bidder _____

Signature _____

Title _____

Date _____

Attachment 2 – Position Class Descriptions/ Minimum Qualifications

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 06/01/2018
Bargaining Unit: 01 Blue Collar, Non-Supervisor

A		A		A		A					
BC01	ANN MON 8HR HRLY	39,636 3,303 152.48 19.06	BC09	ANN MON 8HR HRLY	53,856 4,488 207.12 25.89	WS01	ANN MON 8HR HRLY	41,076 3,423 158.00 19.75	WS09	ANN MON 8HR HRLY	57,168 4,764 219.84 27.48
BC02	ANN MON 8HR HRLY	40,176 3,348 154.56 19.32	BC10	ANN MON 8HR HRLY	55,908 4,659 215.04 26.88	WS02	ANN MON 8HR HRLY	42,972 3,581 165.28 20.66	WS10	ANN MON 8HR HRLY	59,208 4,934 227.76 28.47
BC03	ANN MON 8HR HRLY	41,304 3,442 158.88 19.86	BC11	ANN MON 8HR HRLY	57,948 4,829 222.88 27.86	WS03	ANN MON 8HR HRLY	44,220 3,685 170.08 21.26	WS11	ANN MON 8HR HRLY	61,488 5,124 236.48 29.56
BC04	ANN MON 8HR HRLY	42,972 3,581 165.28 20.66	BC12	ANN MON 8HR HRLY	60,168 5,014 231.44 28.93	WS04	ANN MON 8HR HRLY	46,008 3,834 176.96 22.12	WS12	ANN MON 8HR HRLY	63,732 5,311 245.12 30.64
BC05	ANN MON 8HR HRLY	44,688 3,724 171.84 21.48	BC13	ANN MON 8HR HRLY	62,364 5,197 239.84 29.98	WS05	ANN MON 8HR HRLY	47,856 3,988 184.08 23.01	WS13	ANN MON 8HR HRLY	66,132 5,511 254.32 31.79
BC06	ANN MON 8HR HRLY	46,476 3,873 178.72 22.34	BC14	ANN MON 8HR HRLY	64,752 5,396 249.04 31.13	WS06	ANN MON 8HR HRLY	49,776 4,148 191.44 23.93	WS14	ANN MON 8HR HRLY	68,592 5,716 263.84 32.98
BC07	ANN MON 8HR HRLY	48,348 4,029 185.92 23.24	BC15	ANN MON 8HR HRLY	67,164 5,597 258.32 32.29	WS07	ANN MON 8HR HRLY	51,768 4,314 199.12 24.89	WS15	ANN MON 8HR HRLY	71,196 5,933 273.84 34.23
BC08	ANN MON 8HR HRLY	50,304 4,192 193.44 24.18			WS08	ANN MON 8HR HRLY	53,820 4,485 207.04 25.88				

State of Hawaii
 DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
 SALARY SCHEDULE

Effective Date: 01/01/2019
 Bargaining Unit: 02 Blue Collar, Supervisor

		Step A1	Step B1	Step C1		Step A1	Step B1	Step C1
F101	ANN	45,120	45,996	46,908	F109	ANN	62,136	63,396
	MON	3,760	3,833	3,909		MON	5,178	5,283
	8HR	173.52	176.88	180.40		8HR	236.96	243.84
	HRLY	21.69	22.11	22.55		HRLY	29.87	30.48
F102	ANN	46,932	47,880	48,828	F110	ANN	64,844	65,964
	MON	3,911	3,990	4,069		MON	5,387	5,497
	8HR	180.48	184.16	187.84		8HR	248.64	253.68
	HRLY	22.56	23.02	23.48		HRLY	31.08	31.71
F103	ANN	48,420	49,428	50,400	F111	ANN	67,248	68,616
	MON	4,035	4,119	4,200		MON	5,804	5,718
	8HR	186.24	190.08	193.84		8HR	258.64	263.92
	HRLY	23.28	23.76	24.23		HRLY	32.33	32.99
F104	ANN	50,412	51,408	52,452	F112	ANN	69,924	71,316
	MON	4,201	4,284	4,371		MON	5,827	5,943
	8HR	193.92	197.76	201.76		8HR	268.96	274.32
	HRLY	24.24	24.72	25.22		HRLY	33.62	34.29
F105	ANN	53,040	54,120	55,224	F113	ANN	72,708	74,172
	MON	4,420	4,510	4,602		MON	6,059	6,181
	8HR	204.00	208.16	212.40		8HR	279.68	285.28
	HRLY	25.50	26.02	26.55		HRLY	34.96	35.66
F106	ANN	54,516	55,596	56,700	F114	ANN	75,612	77,124
	MON	4,543	4,633	4,725		MON	6,301	6,427
	8HR	209.68	213.84	218.08		8HR	290.80	296.64
	HRLY	26.21	26.73	27.26		HRLY	36.35	37.08
F107	ANN	56,640	57,732	58,908	F115	ANN	78,612	80,184
	MON	4,720	4,811	4,909		MON	6,551	6,682
	8HR	217.84	222.08	226.56		8HR	302.32	308.40
	HRLY	27.23	27.76	28.32		HRLY	37.79	38.55
F108	ANN	58,908	60,060	61,272	F115	ANN	81,792	83,064
	MON	4,908	5,005	5,106		MON	6,816	6,916
	8HR	226.56	231.04	235.68		8HR	314.56	319.32
	HRLY	28.32	28.88	29.46		HRLY	37.79	38.55

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 01/01/2019
 Bargaining Unit: 02 Blue Collar, Supervisor

		Step A1	Step B1	Step C1		Step A1	Step B1	Step C1	
F201	ANN	48,012	49,008	49,956	F209	ANN	66,228	67,524	68,904
	MON	4,001	4,064	4,163		MON	5,519	5,627	5,742
	8HR	184.64	188.48	192.16		8HR	254.72	259.68	265.04
	HRLY	23.08	23.56	24.02		HRLY	31.84	32.46	33.13
F202	ANN	49,944	50,952	51,948	F210	ANN	68,796	70,176	71,592
	MON	4,162	4,246	4,329		MON	5,733	5,848	5,966
	8HR	192.08	196.00	199.84		8HR	264.64	269.92	275.36
	HRLY	24.01	24.50	24.96		HRLY	33.08	33.74	34.42
F203	ANN	51,552	52,584	53,652	F211	ANN	71,556	73,020	74,464
	MON	4,296	4,382	4,471		MON	5,963	6,085	6,207
	8HR	198.24	202.24	206.32		8HR	275.20	280.88	286.48
	HRLY	24.78	25.28	25.79		HRLY	34.40	35.11	35.81
F204	ANN	53,652	54,720	55,800	F212	ANN	74,496	75,964	77,496
	MON	4,471	4,560	4,650		MON	6,208	6,332	6,458
	8HR	206.32	210.48	214.84		8HR	286.56	292.24	298.08
	HRLY	25.79	26.31	26.83		HRLY	35.82	36.53	37.26
F205	ANN	55,788	56,904	58,056	F213	ANN	77,508	79,032	80,628
	MON	4,649	4,742	4,838		MON	6,459	6,586	6,719
	8HR	214.56	218.88	223.28		8HR	298.08	304.00	310.08
	HRLY	26.82	27.36	27.91		HRLY	37.26	38.00	38.76
F206	ANN	58,020	59,160	60,360	F214	ANN	80,568	82,164	83,808
	MON	4,835	4,930	5,030		MON	6,714	6,847	6,984
	8HR	223.12	227.52	232.16		8HR	308.84	316.00	322.32
	HRLY	27.89	28.44	29.02		HRLY	38.73	39.50	40.29
F207	ANN	60,372	61,572	62,796	F215	ANN	83,772	85,452	87,156
	MON	5,031	5,131	5,233		MON	6,981	7,121	7,263
	8HR	232.24	236.80	241.52		8HR	322.24	328.64	335.20
	HRLY	29.03	29.60	30.19		HRLY	40.28	41.08	41.90
F208	ANN	62,784	64,032	65,304					
	MON	5,232	5,336	5,442					
	8HR	241.44	246.24	251.20					
	HRLY	30.18	30.78	31.40					

State of Hawaii
 DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
 SALARY SCHEDULE

Effective Date: 01/01/2019
 Bargaining Unit: 02 Blue Collar, Supervisor

		Step A1	Step B1	Step C1		Step A1	Step B1	Step C1
F301	ANN	51,156	52,176	53,208	F308	ANN	70,536	71,828
	MON	4,263	4,348	4,434		MON	5,984	6,113
	8HR	196.72	200.64	204.64		8HR	271.28	276.64
	HRLY	24.59	25.08	25.58		HRLY	33.91	34.58
F302	ANN	53,196	54,252	55,344	F310	ANN	73,296	74,748
	MON	4,433	4,521	4,612		MON	6,108	6,229
	8HR	204.64	208.64	212.88		8HR	281.92	287.52
	HRLY	25.58	26.08	26.61		HRLY	35.24	35.94
F303	ANN	54,936	56,052	57,180	F311	ANN	76,260	77,796
	MON	4,578	4,671	4,765		MON	6,355	6,483
	8HR	211.28	215.60	219.92		8HR	293.28	299.20
	HRLY	26.41	26.95	27.49		HRLY	36.66	37.40
F304	ANN	57,096	58,272	59,436	F312	ANN	79,332	80,916
	MON	4,758	4,856	4,953		MON	6,611	6,743
	8HR	219.60	224.16	228.64		8HR	305.12	311.20
	HRLY	27.45	28.02	28.58		HRLY	38.14	38.90
F305	ANN	59,472	60,636	61,860	F313	ANN	82,548	84,168
	MON	4,956	5,053	5,155		MON	6,879	7,014
	8HR	228.72	233.20	237.92		8HR	317.52	323.76
	HRLY	28.59	29.15	29.74		HRLY	38.69	40.47
F306	ANN	61,788	63,024	64,272	F314	ANN	85,800	87,492
	MON	5,149	5,252	5,356		MON	7,150	7,291
	8HR	237.68	242.40	247.20		8HR	330.00	336.48
	HRLY	29.71	30.30	30.90		HRLY	41.25	42.06
F307	ANN	64,272	65,556	66,828	F315	ANN	89,232	90,986
	MON	5,356	5,463	5,569		MON	7,436	7,583
	8HR	247.20	252.16	257.04		8HR	343.20	350.00
	HRLY	30.90	31.52	32.13		HRLY	42.90	43.75
F308	ANN	66,804	68,136	69,492		ANN	92,844	94,236
	MON	5,567	5,678	5,791		MON	7,737	7,893
	8HR	256.96	262.08	267.28		8HR	357.12	363.36
	HRLY	32.12	32.76	33.41		HRLY	44.04	44.84

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 01/01/2019
Bargaining Unit: 02 Blue Collar, Supervisor

		Step A1	Step B1	Step C1		Step A1	Step B1	Step C1
GF01	ANN	54,468	55,572	56,676	GF09	ANN	75,108	76,632
	MON	4,539	4,631	4,723		MON	6,259	6,386
	8HR	209.52	213.76	218.00		8HR	288.88	294.72
	HRLY	26.19	26.72	27.25		HRLY	36.11	36.84
GF02	ANN	56,640	57,732	58,908	GF10	ANN	78,048	79,586
	MON	4,720	4,811	4,909		MON	6,504	6,633
	8HR	217.84	222.08	226.56		8HR	300.16	306.16
	HRLY	27.23	27.76	28.32		HRLY	37.52	38.27
GF03	ANN	58,524	59,652	60,864	GF11	ANN	81,168	82,788
	MON	4,877	4,971	5,072		MON	6,784	6,898
	8HR	225.12	229.44	234.08		8HR	312.16	318.40
	HRLY	28.14	28.68	29.26		HRLY	39.02	39.80
GF04	ANN	60,816	62,016	63,288	GF12	ANN	84,480	86,136
	MON	5,088	5,168	5,274		MON	7,040	7,178
	8HR	233.92	238.56	243.44		8HR	324.96	331.28
	HRLY	29.24	29.82	30.43		HRLY	40.62	41.41
GF05	ANN	63,312	64,572	65,856	GF13	ANN	87,864	89,628
	MON	5,276	5,381	5,488		MON	7,322	7,469
	8HR	243.52	248.32	253.28		8HR	337.92	344.72
	HRLY	30.44	31.04	31.66		HRLY	42.24	43.09
GF06	ANN	65,808	67,128	68,448	GF14	ANN	91,344	93,156
	MON	5,484	5,594	5,704		MON	7,612	7,763
	8HR	253.12	258.16	263.28		8HR	351.36	358.32
	HRLY	31.64	32.27	32.91		HRLY	43.92	44.79
GF07	ANN	68,436	69,828	71,208	GF15	ANN	94,992	96,924
	MON	5,703	5,819	5,934		MON	7,916	8,077
	8HR	263.20	268.56	273.84		8HR	365.36	372.80
	HRLY	32.90	33.57	34.23		HRLY	45.67	46.60
GF08	ANN	71,208	72,636	74,088				
	MON	5,934	6,053	6,174				
	8HR	273.84	279.36	284.96				
	HRLY	34.23	34.92	35.62				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 01/01/2019
 Bargaining Unit: 02 Blue Collar, Supervisor

		Step A1	Step B1	Step C1		Step A1	Step B1	Step C1
WF01	ANN	42,360	43,188	44,064	WF09	ANN	58,392	59,556
	MON	3,530	3,599	3,672		MON	4,966	5,063
	8HR	162.96	166.08	169.44		8HR	224.56	229.04
	HRLY	20.37	20.76	21.18		HRLY	28.07	28.63
WF02	ANN	44,064	44,940	45,852	WF10	ANN	60,744	61,932
	MON	3,672	3,745	3,821		MON	5,062	5,161
	8HR	169.44	172.88	176.32		8HR	233.60	238.24
	HRLY	21.18	21.61	22.04		HRLY	29.20	29.78
WF03	ANN	45,492	46,392	47,316	WF11	ANN	63,132	64,428
	MON	3,791	3,866	3,943		MON	5,261	5,369
	8HR	174.96	178.40	182.00		8HR	242.80	247.84
	HRLY	21.87	22.30	22.75		HRLY	30.35	30.98
WF04	ANN	47,316	48,252	49,212	WF12	ANN	65,628	66,924
	MON	3,943	4,021	4,101		MON	5,469	5,577
	8HR	182.00	185.60	189.28		8HR	252.40	257.44
	HRLY	22.75	23.20	23.66		HRLY	31.55	32.18
WF05	ANN	49,176	50,184	51,180	WF13	ANN	68,280	69,896
	MON	4,098	4,182	4,265		MON	5,690	5,808
	8HR	189.12	193.04	196.88		8HR	262.64	268.08
	HRLY	23.64	24.13	24.61		HRLY	32.83	33.51
WF06	ANN	51,180	52,212	53,244	WF14	ANN	71,004	72,444
	MON	4,265	4,351	4,437		MON	5,917	6,037
	8HR	196.88	200.80	204.80		8HR	273.12	278.64
	HRLY	24.61	25.10	25.60		HRLY	34.14	34.83
WF07	ANN	53,196	54,252	55,344	WF15	ANN	73,836	75,300
	MON	4,433	4,521	4,612		MON	6,153	6,275
	8HR	204.64	208.64	212.88		8HR	284.00	289.60
	HRLY	25.58	26.08	26.61		HRLY	35.50	36.20
WF08	ANN	55,308	56,388	57,516		ANN	76,812	
	MON	4,609	4,699	4,793		MON	6,401	
	8HR	212.72	216.88	221.20		8HR	295.44	
	HRLY	26.59	27.11	27.65		HRLY	36.93	

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Class Specifications
for the Class:

JANITOR I

Duties Summary:

Performs routine manual work in cleaning and maintaining public buildings; and performs other related duties as assigned.

Distinguishing Characteristics:

Performs routine cleaning tasks in cleaning and maintaining public buildings which rarely involves maintenance repair work or strenuous work such as carrying and moving heavy furniture and equipment.

Examples of Duties:

Sweeps and scrubs floors, hallways, corridors and stairways; cleans, mops, disinfects and services lavatories and restrooms; empties and cleans receptacles; mops and waxes floors; washes, dusts, waxes and/or polishes windows, woodwork, walls and fixtures which are easily accessible; cleans table tops, bookcases, drinking fountains, wash basins, venetian blinds, etc.; arranges chairs, tables and other light furniture and equipment for scheduled activities; locks and unlocks doors and windows; turns lights on and off; operates polishing machine and vacuum cleaner; runs errands; clears bookdrops; may work on grounds adjacent to the building in which employed, raking leaves, picking up debris, and watering lawns, trees; and may operate a car to complete assigned tasks.

Knowledge and Abilities Required:

Knowledge of: Practices, tools and materials used in janitorial work.

Ability to: Perform light manual work; understand and follow oral and written instructions.

This is an amendment to the specification for the class JANITOR I approved on September 14, 1982.

DATE APPROVED: 3/8/83

DONALD BOTELHO
Director of Personnel Services

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Class Specifications
for the Class:

JANITOR II

Duties Summary:

Performs routine manual work in cleaning and maintaining public buildings and also performs heavy lifting, cleans places and equipment which are not easily accessible, does simple building repair work and operates heavy industrial type cleaning equipment; and performs other related duties as assigned.

Distinguishing Characteristics:

In addition to routine cleaning tasks, a position in this class spends a significant amount of work time on more strenuous or demanding tasks such as (1) performing simple building maintenance and repair work not calling for a trade skill, (2) carrying and moving heavy furniture and equipment, (3) cleaning places and equipment which are not easily accessible, and (4) operating heavy-duty industrial cleaning equipment.

Examples of Duties:

Cleans and repairs venetian blinds and cords; hangs and removes curtains and draperies; operates heavy-duty industrial cleaning equipment such as vacuum cleaners, scrubbing machines and floor polishers; replaces fluorescent, standard and other light bulbs; replaces washers, door knobs and does similar minor repair or maintenance tasks not calling for a trade skill; cleans gutters and flat roofs, windows, transoms, electrical fixtures and other places which are not easily accessible; moves and carries heavy furniture and equipment; sweeps and scrubs floors, hallways and stairways; wipes, dusts, washes, waxes and/or polishes furniture, woodwork and fixtures; cleans, mops, disinfects and services lavatories and restrooms; empties and cleans receptacles; mops and waxes floors; cleans table tops, bookcases, drinking fountains, wash basins, etc.; arranges chairs, tables and other furniture for scheduled activities; works on grounds adjacent to the building in which employed, picking up debris, poisoning weeds, mowing lawns, raking leaves and watering lawns, plants and trees; occasionally removes spots and stains from carpets or operates a shampoo machine to clean carpets; may be in charge of janitorial supplies and equipment;

occasionally may perform security attendant duties; and may drive a car or truck to complete assigned tasks.

Knowledge and Abilities Required:

Knowledge of: Practices, tools and materials used in janitorial work.

Ability to: Lift and carry heavy furniture and equipment; understand and follow oral and written instructions; perform minor building repair and maintenance tasks; and operate heavy industrial type cleaning equipment.

This is an amendment to the specification for the class JANITOR II approved on September 14, 1982.

DATE APPROVED: 3/10/83

DONALD BOTELHO
Director of Personnel Services

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Class Specifications
for the Class:

JANITOR SUPERVISOR I

Duties Summary:

Supervises the work of a group of janitors and other custodial personnel in the cleaning and maintenance of buildings and building areas; and performs other related duties as assigned.

Distinguishing Characteristics:

This class is a full-time supervisor over a group of janitors and other custodial personnel.

Examples of Duties:

Schedules the work of janitors, watchmen and other custodial personnel; conducts inspectional tours of work stations such as offices, elevators, parking areas, washrooms, etc., to insure that proper cleaning, maintenance, security and safety measures have been carried out; notes deficiencies such as the need for repair of equipment, re-cleaning of rooms, etc., and takes corrective action by instructing subordinates on specific tasks to be done, or by notifying proper authorities; inspects work stations and checks on employees' attendance; assigns workers to fill temporary or permanent vacancies; approves or recommends for approval requests for leaves of absences by employees; evaluates work performances of employees; requisitions and issues supplies and equipment; takes inventory of supplies and equipment; keeps records of work activities and submits oral and written reports.

Knowledge and Abilities Required:

Knowledge of: Practices, tools, equipment and materials used in janitorial work; safety practices as applied to janitorial work; building hardware, fixtures and equipment; principles and practices of supervision.

Ability to: Instruct and supervise others in the operation of tools and equipment used in janitorial and simple maintenance work; follow and give oral and written instructions.

This is an amendment to the specification for the class
JANITOR SUPERVISOR I approved on December 14, 1955.

DATE APPROVED: 3/10/83

DONALD BOTELHO
Director of Personnel Services

PART II	DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT	9.310
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JANITOR I, II, III
JANITOR SUPERVISOR I, II
JANITOR SUPERINTENDENT

Experience Requirement

Applicants must have had the kind and quality of experience described below, and in the amounts shown in the following table, or any equivalent combination of training and experience:

Class Title	General Experience (Years)	Supervisory Experience (Years)	Total Experience (Years)
Janitor I	0	0	0
Janitor II	0	0	0
Janitor III	2	*	2
Janitor Supervisor I	2	1	3
Janitor Supervisor II	2	1-1/2	3-1/2
Janitor Superintendent	3	2	5

General Experience: Janitorial or related custodial work such as sweeping, dusting and cleaning of buildings.

Supervisory Experience: Experience which has included responsibility for scheduling and inspecting the work of subordinates; instructing employees in the proper method of performing the work; maintaining discipline; insuring that safety practices are adhered to; and keeping records of work activities.

*For the Janitor III level, applicants must possess supervisory aptitude. Supervisory aptitude is the demonstration of aptitude or potential for the performance of supervisory duties through successful completion of regular or special assignments which involve some supervisory responsibilities or aspects of supervision, e.g., by serving as a group or team leader; or in similar work in which opportunities for demonstrating supervisory capabilities exist; or by the completion of training courses in supervision accompanied by application of supervisory skills in work assignments; and/or by favorable appraisals by a supervisor indicating the possession of supervisory potential.

PART II
JANITOR I, II, III
JANITOR SUPERVISOR I, II
JANITOR SUPERINTENDENT

Page 2
9.310, 9.315, 9.320
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Quality of Experience

Possession of the required number of years of experience will not in itself be accepted as proof of qualification for a position. The applicant's overall experience must have been of such scope and level of responsibility as to conclusively demonstrate that he/she has the ability to perform the duties of the position for which he/she is being considered.

Selective Certification

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. For such positions, Selective Certification Requirements may be established and certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.

Tests

Applicants may be required to qualify on an appropriate examination.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the minimum qualification specifications for the classes JANITOR I, II, III; JANITOR SUPERVISOR I, II; and JANITOR SUPERINTENDENT, which were approved on March 10, 1983.

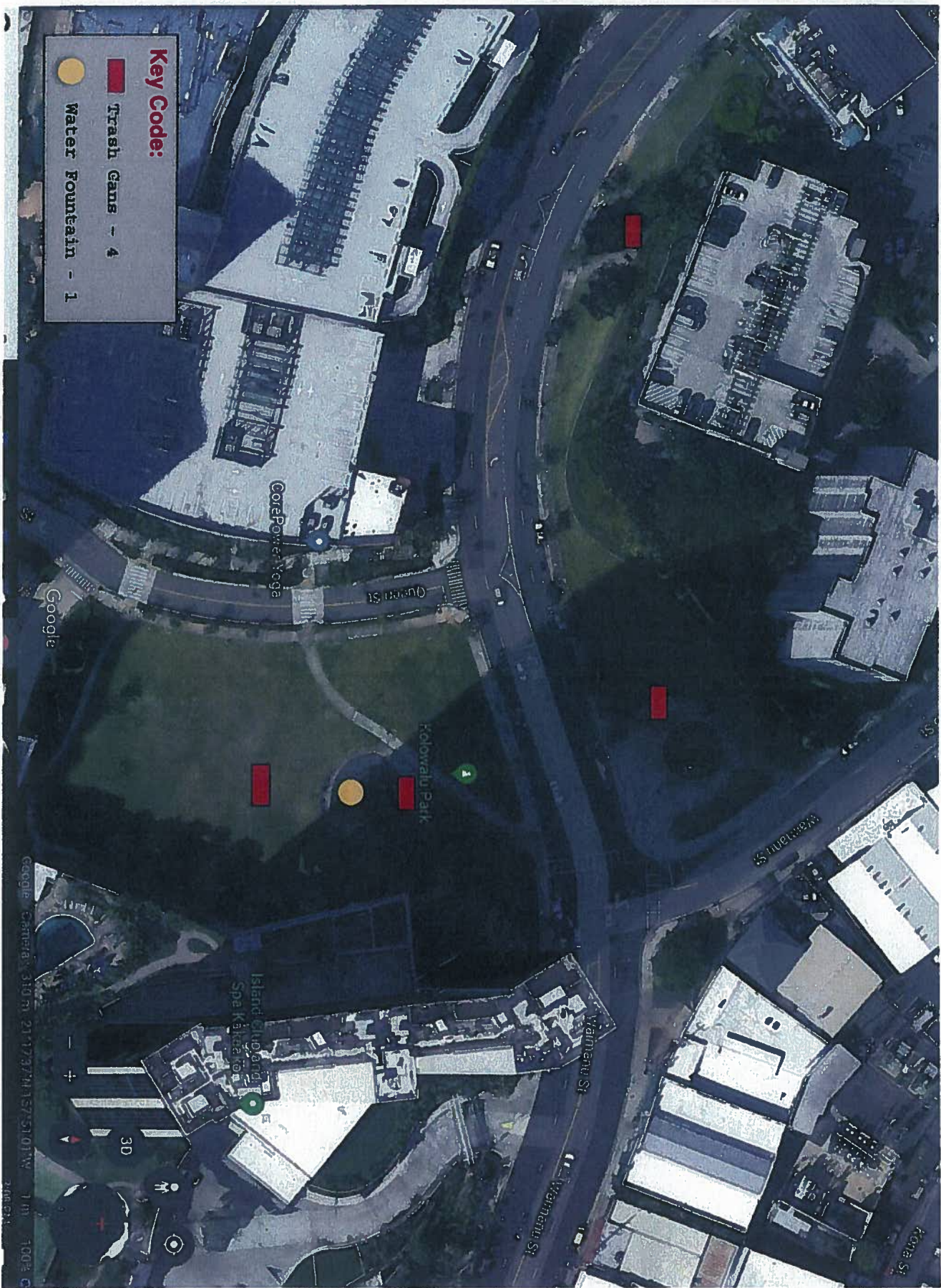
DATE APPROVED: 7/23/2012



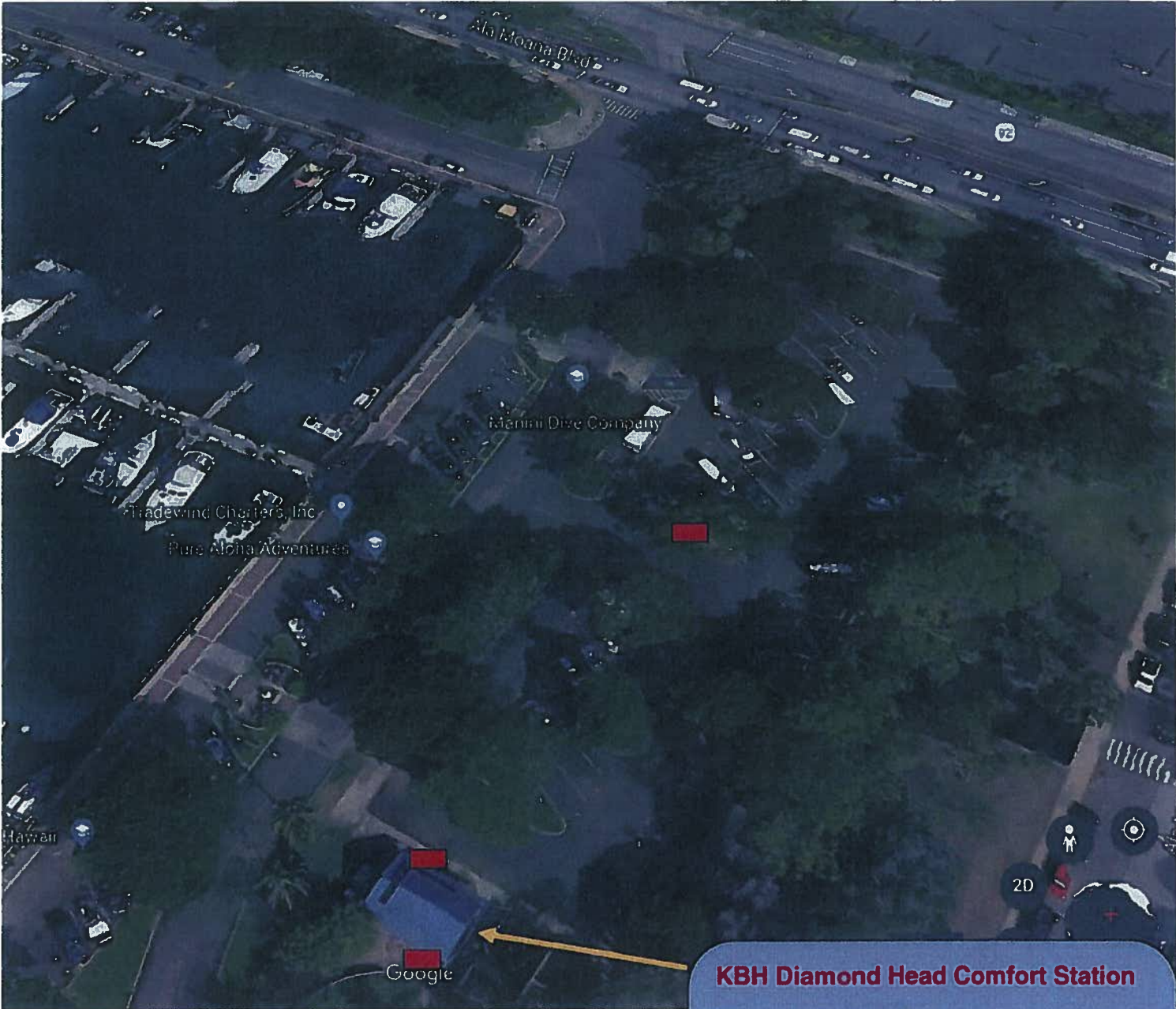
BARBARA A. KRIEG, Director
Department of Human Resources Development

Attachment 3 – Map of Kewalo Basin Harbor and Kolowalu Park


KOLOWALU PARK



KEWALO BASIN HARBOR



Key Code:

 Trash Cans - 3

KBH Diamond Head Comfort Station

Women's Comfort Station:

- 1 - Sink
- 2 - Toilets

Men's Comfort Station:

- 1 - Sink
- 1 - Urinal
- 1 - Toilet

Attachment 4 – AG General Conditions

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. **Coordination of Services by the STATE.** The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. **Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.**
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
 - h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
 - i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.
3. Personnel Requirements.
- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
 - b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.
6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
 - b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. **Reports.** All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. **Actions affecting more than one purchasing agency.** Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. **Indemnification and Defense.** The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. **Cost of Litigation.** In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. **Liquidated Damages.** When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. **STATE'S Right of Offset.** The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. **Disputes.** Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. **Suspension of Contract.** The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. **Order to stop performance.** The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer 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 a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. **Compensation.** Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. **Excuse for nonperformance or delayed performance.** The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. **Erroneous termination for default.** If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. **Additional rights and remedies.** The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. **Termination for Convenience.**

- a. **Termination.** The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. **CONTRACTOR'S obligations.** The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.
17. Payment Procedures; Final Payment; Tax Clearance.
- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
 - b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
 - c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
 - d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.
18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.
19. Modifications of Contract.
- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
 - b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. **Governing Law.** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. **Compliance with Laws.** The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. **Conflict Between General Conditions and Procurement Rules.** In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. **Entire Contract.** This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. **Severability.** In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. **Waiver.** The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. **Pollution Control.** If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. **Campaign Contributions.** The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. **Confidentiality of Personal Information.**
- a. **Definitions.**
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

- d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

