

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

July 10, 2019

Chairperson and Members  
Hawaii Community Development Authority  
State of Hawaii  
Honolulu, Hawaii

HCDA Board Members:

**SUBJECT:** Shall the Authority Authorize the Executive Director to Execute a Contract for Three Years Plus Two One-Year Options to Extend to Furnish Refuse Collection Services for Kewalo Basin Harbor and 59 Ahui Street with Honolulu Disposal Service, Inc. and Expend Up to \$245,292.00 From the Hawaii Community Development Authority Revolving Funds, Leasing and Management Subaccount?

**SUMMARY:**

The Hawaii Community Development Authority (HCDA) solicited an Invitation for Bids (IFB) to furnish refuse collection services for Kewalo Basin Harbor and 59 Ahui Street on June 17, 2019. HCDA received three (3) bids by the IFB closing deadline. Honolulu Disposal Service, Inc. submitted the lowest responsible, responsive bid. HCDA staff recommends executing a contract with Honolulu Disposal Service, Inc. worth up to \$245,292.00 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:**

The HCDA currently provides refuse collection services for the dumpsters located at the Kakaako Waterfront Park, Gateway Park, Kewalo Basin Park and Kewalo Basin Harbor.

The current contract to provide refuse collection services for these locations runs through May 31, 2020. However, at the May 2, 2018 meeting, 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. The actual transfer of these parcels is anticipated to occur by the end of July 2019.

Following the transfer, the HCDA will retain ownership of Kewalo Basin Harbor and remain responsible for its maintenance and upkeep, including refuse collection. While the HCDA leases harbor operations to Howard Hughes Corporation, the dumpster corrals are not included in the harbor lease premises.

In anticipation of the transfer, the HCDA elected to solicit for a new contract for the reduced scope of services to provide refuse collection services for Kewalo Basin Harbor only.

On June 17, 2019, the HCDA solicited an IFB to furnish refuse collection services for Kewalo Basin Harbor and 59 Ahui Street. The IFB is attached hereto as Exhibit A.

The purpose of this contract is to provide refuse collection services at Kewalo Basin Harbor for three (3) large dumpsters as well as one (1) small dumpster located at 59 Ahui Street. Refuse disposal will be six (6) times per week for the large dumpsters and once (1) per week or as needed from the small dumpster indicated on the map attached hereto as Exhibit B. The three (3) large dumpsters are for trash generated by harbor operations, the surrounding HCDA retained Harbor lands, and trash collected from Kolowalu park. The small dumpster is for the collection of harbor debris that accumulates in the cove fronting the property, which is a part of the Harbor.

The initial term of the contract will be three (3) years, with two (2) additional one-year options to extend for a maximum five-year contract.

Additional disposals and overage fees may be billed out of the \$7,500 annual allowance. The HCDA must give prior written 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. Three (3) bids were received by the deadline.

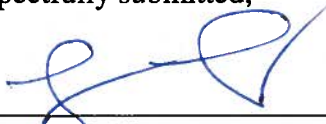
Honolulu Disposal Service, Inc. submitted the lowest responsive, responsible bid of \$124,675.20 for the initial three-year term, plus \$41,558.40 a year for each additional extension option. The \$7,500 annual allowance is added to the total offer. Therefore, the maximum expenditure for the initial three-year term, two one-year options to extend, and the \$7,500 annual allowance comes out to \$245,292.00.

#### **RECOMMENDATION:**

Pursuant to HRS §103D-302(h), HCDA staff recommends that the Board:

Authorize the Executive Director to Execute a Contract for Refuse Collection Services for Three Years Plus Two One-Year Options to Extend to Furnish Refuse Collection Services for Kewalo Basin Harbor and 59 Ahui Street with Honolulu Disposal Service, Inc. and Expend Up to \$245,292.00 From the Hawaii Community Development Authority Revolving Funds, Leasing and Management Subaccount.

Respectfully submitted,

  
\_\_\_\_\_  
Lindsey Doi  
Asset Manager

APPROVED FOR SUBMITTAL:

  
\_\_\_\_\_  
Aedward Los Banos, Executive Director

Attachments

Exhibit A – HCDA IFB 02-2019  
Exhibit B – Map of Kewalo Basin Harbor



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

INVITATION FOR BIDS  
(IFB No. HCDA 02-2019)


FURNISH REFUSE COLLECTION SERVICES FOR  
KEWALO BASIN HARBOR AND 59 AHUI STREET

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Located at:

Kakaako, Oahu, Hawaii

APPROVED:

  
\_\_\_\_\_  
Aedward Los Banos  
Executive Director

Date: June 17, 2019

## **TABLE OF CONTENTS**

<b>SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES .....</b>	<b>4</b>
1.1 TERMS AND ACRONYMS .....	4
1.2 INTRODUCTION .....	5
1.3 SCHEDULE .....	5
1.4 HCDA POINT OF CONTACT .....	5
<b>SECTION TWO - SPECIFICATIONS .....</b>	<b>6</b>
2.1 SCOPE OF WORK .....	6
2.2 COLLECTION AND DISPOSAL .....	6
2.3 EQUIPMENT .....	6
2.4 CONTAINERS .....	6
2.5 MAINTENANCE OF CONTAINERS .....	7
2.6 COLLECTION AND SERVICE SCHEDULE .....	8
2.7 AVERAGE CUBIC YARD PER MONTH .....	9
2.8 TERM OF CONTRACT .....	9
2.9 CONTRACT EXTENSION .....	9
2.10 GENERAL REQUIREMENTS .....	9
2.11 ALLOWANCE LINE ITEMS .....	10
2.12 PERFORMANCE MONITORING AND INSPECTIONS .....	11
<b>SECTION THREE - SPECIAL PROVISIONS .....</b>	<b>12</b>
3.1 BIDDER QUALIFICATIONS .....	12
3.2 PRE-BID CONFERENCE, ADDENDA AND CLARIFICATIONS .....	12
3.3 SITE INSPECTION .....	13
3.4 BID PREPARATION .....	13
3.5 SUBMISSION OF BID .....	15
3.6 RESPONSIBILITY OF BIDDERS: .....	15
3.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION .....	16
3.8 DISQUALIFICATION OF BIDS .....	16
3.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS .....	16
3.10 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS ..	17
3.11 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS. ....	17
3.12 PAYROLL AFFIDAVITS .....	18
3.13 LIABILITY INSURANCE .....	18
3.14 CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS..	20
3.15 AWARD OF CONTRACT .....	21
3.16 EXECUTION OF CONTRACT .....	21
3.17 PERMITS, LICENSES, AND TAXES .....	22
3.18 NOTICE TO PROCEED .....	22
3.19 INVOICING .....	22
3.20 PAYMENT .....	23
3.21 ENVIRONMENTAL POLLUTION CONTROL .....	23
3.22 RE-EXECUTION OF WORK .....	23
3.23 REMOVAL OF CONTRACTOR'S EMPLOYEES .....	23
3.24 RIGHTS AND REMEDIES FOR DEFAULT .....	23
3.25 LIQUIDATED DAMAGES .....	24

<b>SECTION FOUR - ATTACHMENTS.....</b>	<b>25</b>
ATTACHMENT 1 - Bid Offer Forms, BF-1 to BF-7	
ATTACHMENT 2 - Map of Kewalo Basin Harbor	
ATTACHMENT 3 - Position Class Specifications/Minimum Qualifications	
ATTACHMENT 4 - AG-008 103D General Conditions	

# 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
HlePRO	=	State of Hawaii Electronic Procurement System
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
IFB	=	Invitation for Bids
SPO	=	State of Hawaii Procurement Office
STATE	=	State of Hawaii, including its departments, agencies, and political subdivisions

## 1.2 INTRODUCTION

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, Honolulu, Hawaii.

The HCDA requires the services of a Contractor to provide refuse collection and disposal service for Kewalo Basin Harbor and Ahui Street. The Contractor shall furnish all labor, equipment, tools, supplies, materials and supervision necessary for refuse collection and disposal services at these locations. See Attachment 3, Map of Kewalo Basin Harbor.

## 1.3 SCHEDULE

<b>HlePRO Posting/Procurement Notice System (PNS):</b>	Monday, June 17, 2019
<b>Informational Pre-Bid Conference:</b>  HCDA 547 Queen Street Honolulu, Hawaii 96813 First Floor Community Meeting Room	Thursday, June 20, 2019 10:00 a.m.
<b>Deadline to Submit Written Inquiries:</b>	Tuesday, June 25, 2019 10:00 a.m.
<b>Response to Written Inquiries</b>	Wednesday, June 26, 2019 4:30 p.m.
<b>Deadline for Solicitation:</b>	Monday, July 1, 2019 Noon, 12:00 p.m.
<b>Anticipated Contract Start Date</b>	Thursday, August 1, 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](mailto:dbedt.hcda.contact@hawaii.gov)

**END OF SECTION**



## **SECTION TWO - SPECIFICATIONS**

### **2.1 SCOPE OF WORK**

The Contractor shall furnish all labor, transportation, equipment, and refuse containers necessary to collect and dispose of refuse for Kewalo Basin Harbor and 59 Ahui Street, in accordance with Section 2.6 Collection and Service Schedule.

The HCDA reserves the right to add new or existing areas to the Contract at the contract cubic yard price. (See Section. 2.7 Average Cubic Yard Per Month).

### **2.2 COLLECTION AND DISPOSAL**

1. Containers shall be emptied completely during collection, with a minimum of spillage of dust or solids. Spillage of any type shall be completely picked up by the Contractor and the areas left broom cleaned and free of any debris and rubbish.
2. Empty refuse containers shall be replaced at their stations in a condition that will be safe and accessible to the users.
3. Contractor shall dispose of all refuse collected by transporting to disposal sites that meet the requirements of local ordinance and regulations applicable to refuse disposal.

### **2.3 EQUIPMENT**

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

### **2.4 CONTAINERS**

1. Locations of current containers are listed in Section 2.6 Collection and Service Schedule and labeled on Attachment 3, Map of Kewalo Basin Harbor. Should additional containers be needed, the placement of the containers will be determined by the HCDA.
2. Containers shall be of six (6) cubic yard capacity, except for one (1) three (3) cubic yard container located 59 Ahui Street (See Section 2.6 Collection Schedule and Attachment 3 Map of Kewalo Basin). Larger or smaller cubic

- yard containers may be used only with the approval of the HCDA. The HCDA reserves the right to increase or decrease the number of containers if necessary.
3. Containers shall be an authorized front load dumpster with casters and plastic covers that can be easily opened, closed and locked. The HCDA may require substitution of damaged, defective or unsanitary containers at no additional cost to the HCDA.
  4. If the Contractor awarded this contract is not the Vendor currently providing the refuse collection service at Kewalo Basin Harbor and 59 Ahui Street, all refuse containers must be delivered to the site locations on or before the end of the month preceding the Notice to Proceed date to prevent any interruption of service to the facilities.
  5. All containers installed at the start of the contract period upon the Notice to Proceed and upon the commencement of any extended contract period, shall be clean, uniformly and freshly painted, and in good repair. In the event the present Contractor is awarded the contract, containers presently at the designated sites must meet this requirement.
  6. Contractor shall maintain an ample supply of spare containers to serve as replacements or additions, so refuse can be handled without delay.
  7. Contractor will not be responsible for the condition of any container that has been maliciously burned.

## **2.5 MAINTENANCE OF CONTAINERS**

1. Contractor shall wash and deodorize all containers at least twice a month.
2. Contractor shall oil movable parts (hinges and casters, etc.) at least once a quarter, or sooner if necessary.
3. Equipment, water, and materials needed to perform required maintenance shall be furnished by the Contractor.
4. Contractor shall keep containers in good repair and appearance at its own expense.
5. Any container deemed undesirable by the HCDA shall be replaced with an acceptable container within three (3) calendar days of notification that the container is unacceptable. Contractor shall respond within three (3) working days after receiving notification of an undesirable container by reporting to the HCDA of the action taken to correct the deficiency.

6. Failure of the Contractor to provide replacement for an undesirable container within three (3) calendar days of notification as specified in item 5 above shall be deemed sufficient cause for assessing a penalty of \$20.00 per day, per container.
7. If and when it is deemed necessary and requested by the HCDA, the Contractor shall be required to furnish locks and spare keys to the HCDA at all or specified locations at no additional cost to the HCDA.

## 2.6 COLLECTION AND SERVICE SCHEDULE

1. Collection day(s) shall be arranged with the HCDA in accordance with the Service Schedule below. Changes in days designated for collection and disposal service may be made, provided prior written approval is received from the HCDA.

Location	# of cu. yd. Containers	Pickups per Week	Max cu. yd. per week	Max cu. yd. per year
Kewalo Basin Harbor Harbor Master's Office	1 (6 cu.yd.)	6	36	1872
Kewalo Basin Harbor Charter Boat Building	1 (6 cu.yd.)	6	36	1872
Kewalo Basin Harbor Diamond Head Parking Lot	1 (6 cu.yd.)	6	36	1872
59 Ahui Street	1 (3 cu.yd.)	1 or less as needed	3	156

**Total Maximum Cubic Yards Per Year: 5,772**

**Average Cubic Yards Per Month: 481**

2. Contractor shall submit, no later than ten (10) days after the "Notice of Award" is issued, a complete time schedule for each location listed herein, for approval by the HCDA. Contractor shall schedule pickups such that pickups are done approximately the same time of each day, consistently throughout the contract.
3. Collections will NOT be scheduled earlier than 6:00 a.m. and all pickups will be completed no later than 6:00 p.m. of the scheduled pickup day. No night trash pickups shall be allowed unless pre-approved by the HCDA.
4. 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, a penalty of TWENTY DOLLARS (\$20) per day per container will be deducted from the monthly invoice.

## **2.7 AVERAGE CUBIC YARD PER MONTH**

The Contractor will submit monthly invoices based on the average cubic yards per month multiplied by the current contracted price per cubic yard. The average cubic yards per month will be adjusted as the number of container increase/decrease or the frequency of pickup changes as approved by the HCDA through written authorization/contract modification.

The average number of cubic yards of refuse generated per month to be used in invoicing the HCDA each month is calculated as follows:

$$AV = X \div 12 \text{ months}$$

Where, AV = The average number of cubic yards per month used to invoice the HCDA each month; and

X = The total maximum number of cubic yards per year

In particular, charges for extra pickup service or overage fees shall be invoiced through the \$7,500 yearly allowance. Charges shall be based on the actual cubic yards multiplied by the current contracted price per cubic yard.

## **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 collection and disposal of trash in a safe manner in accordance with all City, State and Federal laws, rules, and regulations.

- 1) 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.
  - 2) 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.
- 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 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 two (2) hours of notification.
  - 4) 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 ALLOWANCE LINE ITEMS**

The Contract includes an allowance of seven thousand five hundred dollars (\$7,500) 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 for any overage fees and work above the regular scheduled pickup service as stated in Section 2.6 Collection and Service Schedule Section and 2.7 Average Cubic Yard Per Month.

## **2.12 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 locations listed. 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 refuse collection work similar to this project in size and scope prior to bid opening that demonstrated the ability and responsibility to meet contractual requirements. Bidder shall indicate its number of years of experience on the appropriate Bid Form page.

#### **B. REFUSE COLLECTION LICENSE**

At time of the bid and throughout the contract period, Bidder must have an active City and County of Honolulu (C&C) Refuse Collection License on file with the C&C License Division. If Bidder fails to keep such license active during the contract period, contract shall be subject to cancellation. Bidder shall provide license number on the appropriate Bid Form page.

#### **C. EVIDENCE OF APPLICABLE LICENSES**

Certification(s) for the Bidder and/or their personnel shall be submitted with bids. Failure to submit proof of licenses with the bid shall result in the rejection of bid.

#### **D. 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 two (2) hours of the initial call/request.

### **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 collection sites 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 1/2 %) 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-3 (BF-3) 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-6 (BF-6), 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. EXTRA REFUSE COLLECTION SERVICES AND/OR OVERAGE**

**ALLOWANCE.** Bidder may be required to perform additional work. Such work shall be performed only at the direction and/or preapproval of the HCDA or its designated representative. The Contractor shall be reimbursed for allowance items after services are performed. An allowance amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) per year for extra pickups or overage fees will be added to the TOTAL ANNUAL SUM BID when the Contract is prepared.

### **3.5 SUBMISSION OF BID**

Bidder must complete Bid Form Offer pages 1 to 6 (BF-1 to BF-6) and submit along with copies of Contractor's Refuse Collection License, and 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. Bidder should register online with HCE prior to submitting a bid at <https://vendors.ehawaii.gov>. If Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

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

The HCDA shall verify Bidder's compliance on HCE. A Certificate of Vendor Compliance from the HCE is required for both 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:

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

### **3.8 DISQUALIFICATION OF BIDS**

The HCDA reserves the right to disqualify any Bidder if, in HCDA's 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.

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 1 below provides class specifications and basic hourly wages paid to the public employee positions that perform similar services. (See also Attachment 3 for Position Class Specifications/Minimum Qualifications).

**Table 1.** State position class specifications and basic hourly wages, effective as of June 1, 2018.

<b>Class Code</b>	<b>Class Title</b>	<b>Salary Range</b>	<b>Bargaining Unit (BU)</b>	<b>Hourly Rate</b>
10.730	Truck Driver Laborer	BC 05	01	\$21.48
10.745	Heavy Truck Driver	BC 07	01	\$23.24

Accordingly, Bidder shall consider the aforementioned wage rates when preparing its quote. Bidder shall also submit a signed Wage Certificate, Bid 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 the 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 the 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 the Contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the HCDA, 547 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and HCDA their respective elected officials, officers, 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.

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-5 (BF-5) and page-6 (BF-6) to be considered for award.

In the event the total sum bid of all bidders received exceeds the project control budget, the HCDA reserves the right to make an award to the apparent 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 (additional pickups and/or overage fees) and regular collection services.

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 ENVIRONMENTAL POLLUTION CONTROL**

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

### **3.22 RE-EXECUTION OF WORK**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract 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.

### **3.23 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.

### **3.24 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.

### **3.25 LIQUIDATED DAMAGES**

Liquidated damage is fixed at the sum of TWO HUNDRED DOLLARS (\$200.00) for each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of 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 Attachment 4, AG-008 103D General Conditions.

**END OF SECTION**

## **SECTION FOUR - ATTACHMENTS**

ATTACHMENT 1 – Bid Offer Forms, BF-1 to BF-7

ATTACHMENT 2 – Map of Kewalo Basin Harbor

ATTACHMENT 3 – Position Class Specifications/Minimum Qualifications

ATTACHMENT 4 – AG-008 103D General Conditions

**END OF SECTION**

FURNISH REFUSE COLLECTION SERVICES FOR KEWALO BASIN HARBOR, AND 59 AHUI STREET  
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:

**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 two (2) hours 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: \_\_\_\_\_

4. City and County of Honolulu Refuse Collection License Number: \_\_\_\_\_

**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 this field.

**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. 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.

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

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

If you are not required to have one or more of the above coverages, please explain below:

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



FURNISH REFUSE COLLECTION SERVICES FOR KEWALO BASIN HARBOR, AND 59 AHUI STREET  
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 02-2019 to furnish Refuse Collection Services at the Kewalo Basin Harbor and 59 Ahui Street under the jurisdiction of the HCDA, for a three (3) year period.

**PART A: Original Contract Period (36 months)**

Item No.	Description – Basic Bid	A. Unit Price*	B. Qty (# of months)	Total (A x B)
1	Kewalo Basin Harbor Harbor Master's Office <b>Monthly service:</b>	\$	12	\$
2	Kewalo Basin Harbor Charter Boat Building <b>Monthly service:</b>	\$	12	\$
3	Kewalo Basin Harbor Diamond Head Parking Lot <b>Monthly service:</b>	\$	12	\$
4	59 Ahui Street <b>Monthly service (or as needed):</b>	\$	12	\$
	<b>BASIC BID ANNUAL SUM TOTAL</b> (Add items 1, 2, 3, and 4)	N/A	N/A	<b>**\$</b>

\*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.

**\*This is the amount that should be entered on HlePRO. HlePRO will automatically extend out the three (3) year term.**

**\*\*Service costs covered by the \$7,500 annual allowance, as described in Section 2.11 of IFB HCDA 02-2019, shall NOT be included in this bid. The \$7,500 annual allowance will be added to the contract separately.**

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

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

FURNISH REFUSE COLLECTION SERVICES FOR KEWALO BASIN HARBOR, AND 59 AHUI STREET  
HONOLULU, OAHU, HAWAII

Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813

**PART B: Supplemental Contract Periods (12 months each)**

Item No.	Description – Basic Bid	A. Unit Price*	B. Qty (# of months)	Total (A x B)
1	Kewalo Basin Harbor Harbor Master's Office <b>Monthly service:</b>	\$	12	\$
2	Kewalo Basin Harbor Charter Boat Building <b>Monthly service:</b>	\$	12	\$
3	Kewalo Basin Harbor Diamond Head Parking Lot <b>Monthly service:</b>	\$	12	\$
4	59 Ahui Street <b>Monthly service (or as needed):</b>	\$	12	\$
	<b>BASIC BID ANNUAL SUM TOTAL</b> (Add items 1, 2, 3, and 4)	N/A	N/A	<b>**\$</b>

\*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.

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

**\*\*Service costs covered by the \$7,500 annual allowance, as described in Section 2.11 of IFB HCDA 02-2019, shall NOT be included in this bid. The \$7,500 annual allowance will be added to the contract separately.**

**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 02-2019

Title of IFB: Furnish Refuse Collection Services for Kewalo Basin Harbor, and 59 Ahui Street

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 \_\_\_\_\_

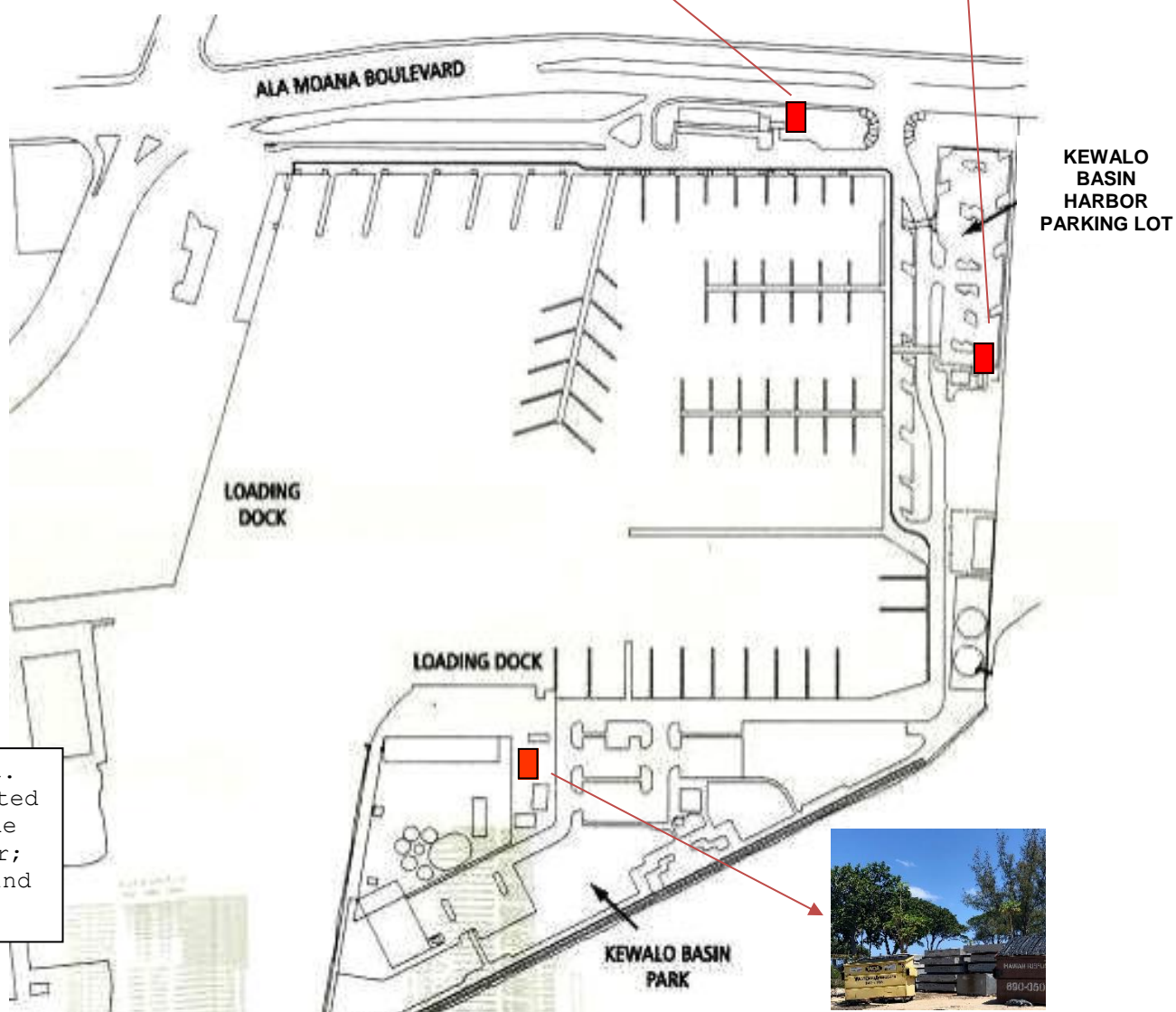
Date \_\_\_\_\_

# KEWALO BASIN HARBOR/AHUI STREET

## Key Code:

 6 cubic yard

 3 cubic yard



59 Ahui St.  
\*Note: located  
next to the  
radio tower;  
locked behind  
a gate)

\*Note: Located at the  
Harbor Master's office,  
behind the fence.

PART I

DEPARTMENT OF PERSONNEL SERVICES  
STATE OF HAWAII

10.730

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Class Specifications  
for the Class:TRUCK DRIVER-LABORERDuties Summary:

Operates medium and heavy trucks as a regular work assignment, and performs operational maintenance; performs manual, unskilled and semi-skilled work in the general construction and maintenance of roads and adjacent areas; and performs other related duties as assigned.

Distinguishing Characteristics:

This class differs from classes in the Truck Driver series in that the Truck Driver-Laborer is regularly assigned to operate medium (factory rated capacity of 1-1/2 tons and over, but less than 5 tons), and heavy (factory rated capacity of 5 tons and over) trucks, but spends a major portion of the work time in performing manual, unskilled and semi-skilled work; whereas classes in the Truck Driver series are responsible for operating and maintaining trucks as a major work assignment and may perform manual work as an auxiliary or sporadic assignment.

This class differs from the class General Laborer II in the Truck Driver-Laborer, although spending a major portion of time performing manual, unskilled and semi-skilled work, is regularly assigned to operate medium and heavy trucks on a continuing basis; whereas the General Laborer II performs manual work which includes tasks that require some manipulative skill, but does not include the operation of medium and heavy trucks on a regular or continuing basis.

Examples of Duties:

Operates dump trucks to haul rocks, gravel, dirt and other material; operates a tank truck to haul water to landscaped areas; operates water pumps and waters plants and grass with hose or spray attachments; plants trees, shrubs and grass along landscaped areas of the highway; prunes trees and shrubs; cultivates and weeds landscaped areas; cleans ditches and culverts; cuts grass along highways; assists in building or repairing stonewalls, guard rails and patching pavement; performs a variety of manual, unskilled and semi-skilled work in the general construction and maintenance of roads, buildings, structures and equipment; keeps records of supplies and materials used in maintaining landscaped areas such as insecticides and fertilizers; may supervise a helper assisting in the maintenance of landscaped areas.

PART I  
TRUCK DRIVER-LABORER

Page 2  
10.730

Knowledge, Skills and Abilities Required:

Knowledge of: Common hand tools and equipment used in manual, unskilled and semi-skilled work; common methods, procedures and materials used in general construction and maintenance work; method of operating motorized equipment representative of the class; the capacity and uses of motorized equipment representative of the class; laws, ordinances, rules and regulations governing the operation of motor vehicles on streets and highways; hazards and safety precautions applicable to the operation of motorized equipment representative of the class.

Ability to: Operate motorized equipment representative of the class skillfully and safely; understand and follow oral and written instructions; perform minor maintenance work on equipment representative of the class; perform lifting, carrying or other manual work typical of the class; operate simple machinery; understand and observe traffic laws and rules; learn a variety of semi-skilled work tasks; operate simple machinery.

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This is an amendment (format change only) to the class specification for the class TRUCK DRIVER-LABORER approved on December 3, 1985.

DATE APPROVED: 4/23/91

SHARON Y. MIYASHIRO  
Director of Personnel Services

PART II DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
STATE OF HAWAII

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10.730

Minimum Qualification Specifications  
for the Class:

TRUCK DRIVER-LABORER

**Experience Requirement**

One (1) year of manual, unskilled and semi-skilled work experience in general construction and/or building repair and maintenance, some of which shall have included the operation of trucks representative of the class (i.e., medium trucks with a factory rated capacity of 1-1/2 tons or more, but less than 5 tons, and heavy trucks with a factory rated capacity greater than 5 tons), or any equivalent combination of training and experience.

**License Requirement**

A valid license of the appropriate type (e.g., Class 4 or Commercial Driver's License with applicable endorsements) to drive in the State of Hawaii is required to perform the essential functions of the position.

**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.

PART II  
TRUCK DRIVER-LABORER

Page 2  
10.730

**Tests**

Applicants may be required to qualify on an appropriate examination.

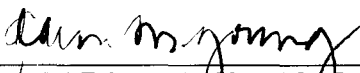
**Physical and Medical Requirements**

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

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This is an amendment to the minimum qualification specifications for the class TRUCK DRIVER-LABORER, which were approved on April 23, 1991.

DATE APPROVED: 4/5/2013

  
\_\_\_\_\_  
BARBARA A. KRIEG, Director  
Department of Human Resources Development



PART I

DEPARTMENT OF PERSONNEL SERVICES  
STATE OF HAWAII

10.745

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Class Specifications  
for the Class:HEAVY TRUCK DRIVERDuties Summary:

Operates a truck having a factory-rated capacity of 5 tons and over, or a tank truck having a capacity of over 1200 gallons as a major work assignment, and performs operational maintenance; may perform manual work tasks in connection with general construction and maintenance work; and performs other related duties as assigned.

Distinguishing Characteristics:

This class differs from that of Truck Driver in that the Heavy Truck Driver operates and maintains a truck having a factory-rated capacity of 5 tons or over, or a tank truck having a capacity of over 1200 gallons as a major work assignment; whereas the Truck Driver operates and maintains a truck having a factory-rated capacity of 1-1/2 tons but less than 5 tons, or a tank truck having a capacity of 1200 gallons or less as a major work assignment and may occasionally operate heavier trucks.

Examples of Duties:

Operates a truck representative of the class in hauling sand, rocks, aggregates, dirt, and other materials; operates a tank truck having a capacity of over 1200 gallons which is used for watering landscaped areas, poisoning weeds and brush, or applying bitumuls to pavement; operates or runs equipment attached to or mounted on trucks such as rock spreaders, booms, air compressors and spraying equipment; transports personnel to and from work sites; loads and unloads trucks; keeps equipment supplied with fuel, oil, water and air; services and makes minor emergency repairs to equipment; may keep records of areas watered or sprayed with poison; cuts grass, cleans ditches and cleans dirt and debris from highways and other areas; spreads asphaltic concrete and rocks in repairing pavement; may supervise others in loading and unloading trucks or performing other tasks related to the operation of the truck or attachments; and may operate other types of motorized equipment and assist in manual work as required.

PART I  
HEAVY TRUCK DRIVER

Page 2  
10.745

Knowledge, Skills and Abilities Required:

Knowledge of: Method of operating motorized equipment representative of the class; the capacity and uses of motorized equipment representative of this class; maintenance needs of motorized equipment representative of this class; laws, ordinances, practices, and rules and regulations governing the operation of motorized equipment on streets and highways; and hazards and safety precautions applicable to the operation of motor vehicles.

Ability to: Operate motorized equipment representative of this class skillfully and safely; understand and follow oral and written instructions; perform minor maintenance work on equipment representative of this class; learn to operate attachments to trucks such as booms, generators, air compressors and spraying equipment; understand and observe traffic laws and rules; and observe mechanical defects and take steps to have such defects corrected; perform lifting, carrying or other manual work typical of the class.

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This is an amendment (format change only) to the class specification for the class HEAVY TRUCK DRIVER approved on December 3, 1985.

DATE APPROVED: 4/23/91

SHARON Y. MIYASHIRO  
Director of Personnel Services

PART II      DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT      10.745  
STATE OF HAWAII

.....

Minimum Qualification Specifications  
for the Class:

HEAVY TRUCK DRIVER

**Experience Requirement**

One (1) year of work experience in the operation of trucks having a factory-rated capacity of more than 1-1/2 tons, or any equivalent combination of training and experience.

**License Requirement**

A valid license of the appropriate type (e.g., Class 4 or Commercial Driver's License with applicable endorsements) to drive in the State of Hawaii is required to perform the essential functions of the position.

**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.

PART II  
HEAVY TRUCK DRIVER

Page 2  
10.745

**Physical and Medical Requirements**

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

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This is an amendment to the minimum qualification specifications for the class HEAVY TRUCK DRIVER, which were approved on April 23, 1991.

DATE APPROVED: 4/5/2013

  
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BARBARA A. KRIEG, Director  
Department of Human Resources Development

## GENERAL CONDITIONS

## Table of Contents

	<u>Page(s)</u>
1. Coordination of Services by the STATE.....	2
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.....	2
3. Personnel Requirements .....	3
4. Nondiscrimination .....	3
5. Conflicts of Interest .....	3
6. Subcontracts and Assignments .....	3
7. Indemnification and Defense.....	4
8. Cost of Litigation.....	4
9. Liquidated Damages .....	4
10. STATE'S Right of Offset.....	4
11. Disputes .....	4
12. Suspension of Contract.....	4
13. Termination for Default.....	5
14. Termination for Convenience .....	6
15. Claims Based on the Agency Procurement Officer's Actions or Omissions.....	8
16. Costs and Expenses .....	8
17. Payment Procedures; Final Payment; Tax Clearance .....	9
18. Federal Funds .....	9
19. Modifications of Contract.....	9
20. Change Order.....	10
21. Price Adjustment .....	11
22. Variation in Quantity for Definite Quantity Contracts .....	11
23. Changes in Cost-Reimbursement Contract.....	11
24. Confidentiality of Material .....	12
25. Publicity.....	12
26. Ownership Rights and Copyright .....	12
27. Liens and Warranties .....	12
28. Audit of Books and Records of the CONTRACTOR.....	13
29. Cost or Pricing Data .....	13
30. Audit of Cost or Pricing Data .....	13
31. Records Retention.....	13
32. Antitrust Claims.....	13
33. Patented Articles.....	13
34. Governing Law .....	14
35. Compliance with Laws .....	14
36. Conflict between General Conditions and Procurement Rules .....	14
37. Entire Contract.....	14
38. Severability .....	14
39. Waiver .....	14
40. Pollution Control .....	14
41. Campaign Contributions.....	14
42. Confidentiality of Personal Information.....	14

## 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. Head of the purchasing agency 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 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
  - 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.

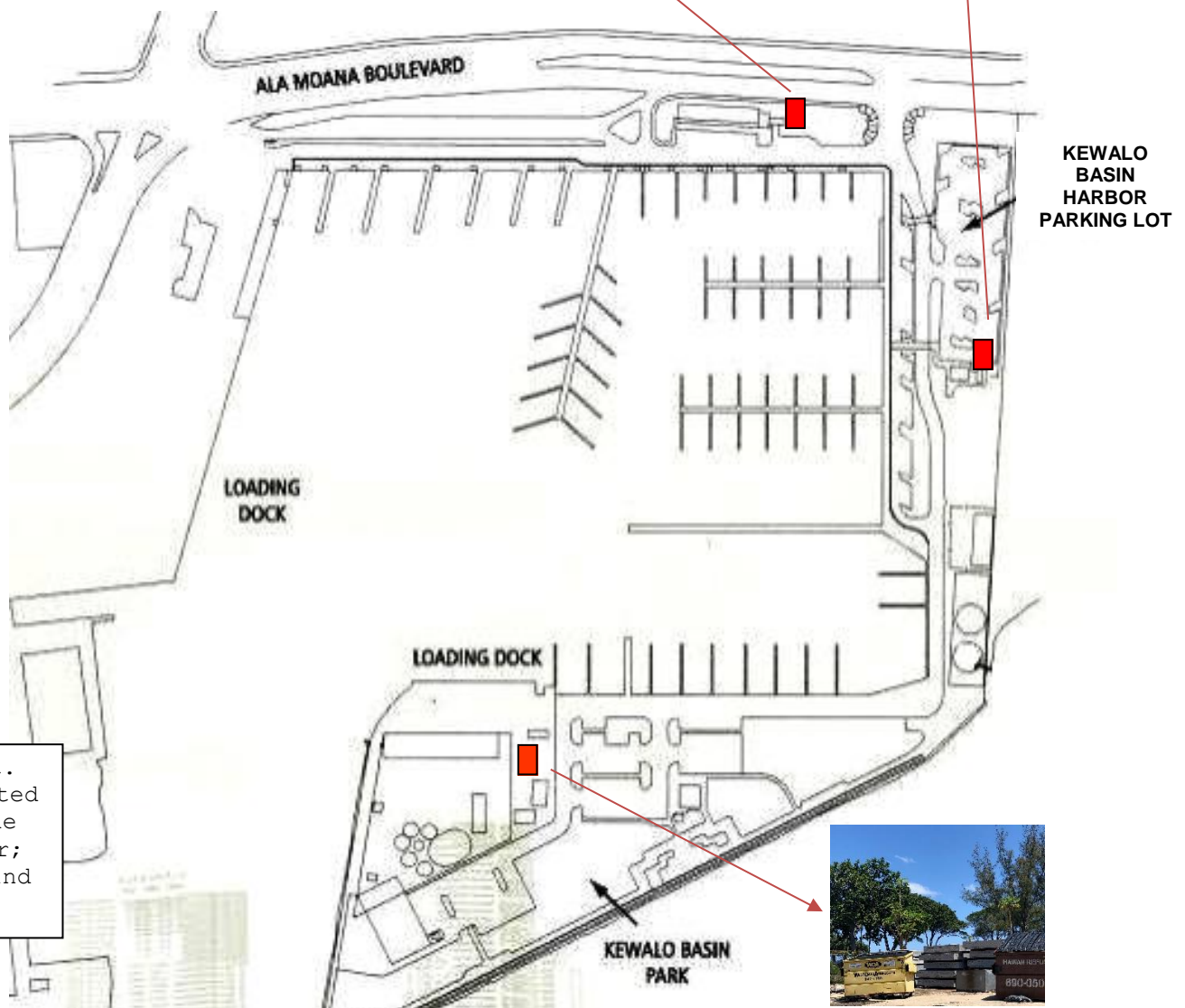
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, 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.

# KEWALO BASIN HARBOR/AHUI STREET

## Key Code:

 6 cubic yard

 3 cubic yard



59 Ahui St.  
\*Note: located  
next to the  
radio tower;  
locked behind  
a gate)

\*Note: Located at the  
Harbor Master's office,  
behind the fence.