

OFFICE OF HAWAIIAN AFFAIRS

CONTRACT NUMBER _____

BETWEEN

OFFICE OF HAWAIIAN AFFAIRS

AND

[NAME OF CONTRACTOR]

This Contract, executed and entered into as of this _____ day of _____, 2019, by and between, the Office of Hawaiian Affairs (hereinafter “OHA”), a body corporate under the Constitution of State of Hawai‘i, by its Ka Pouhana, Interim Chief Executive Officer (hereinafter “CEO”) and Head of Purchasing Agency (hereinafter “HOPA”), pursuant to the Chief Procurement Officer Delegation of Authority and Revised Operational Authority Delegation Hierarchy dated July 1, 2019, acting by and on behalf of the Board of Trustees, whose principal place of business and mailing address is 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817, and [NAME OF CONTRACTOR] (hereinafter “CONTRACTOR”), a [Type of Business i.e. Sole Proprietor, Limited Liability Partnership/Corporation, Non-Profit], by its [Position i.e. Executive Director], whose principal place of business and mailing address is [Contractor’s Address], [City], Hawai‘i [Zip Code], Sole Proprietor’s Social Security No. XXX-XX-[____]; LLP/C/Non or For-Profit Federal Tax ID No. [__ - _____].

W I T N E S S E T H:

WHEREAS, one of the purposes for which the OHA has been established is to better the conditions of Hawaiians as defined in Section 10-2, Hawai‘i Revised Statutes (“HRS”) as amended; and

WHEREAS, the OHA was established to better the conditions of native Hawaiians and Hawaiians as defined in HRS Sections 10-2 and other applicable law(s), as amended; and

WHEREAS, the expenditure of funds as proposed in this Contract are intended for the betterment of conditions of native Hawaiians and Hawaiians as set forth in Section 10-3(1) and (2), HRS, as amended, and is consistent with the purpose for which these funds were appropriated; and

WHEREAS, the OHA is in need of [Description of PR]; and

WHEREAS, the OHA has awarded this Contract through competitive sealed bids submitted in response to IFB No CE 2020-02 pursuant to Hawai'i Revised Statutes Section 103D-302, as amended, and its companion Subchapter 5, Chapter 3-122 Hawai'i Administrative Rules, as amended; and

WHEREAS, the CONTRACTOR has been evaluated as a responsible and responsive Offeror whose proposal is most advantageous for the OHA, considering such evaluation factors as capacity, qualifications and resources to perform the terms and conditions agreed to under this Contract.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the OHA, provide all the goods and services set forth in Attachment – S1 which is hereby made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated according to the Compensation provision set forth in Attachment – S3 which is hereby made a part of this Contract.
3. Time of Performance. The performance period required of the CONTRACTOR under this Contract shall be completed in accordance with the time schedule set forth in Attachment – S3 which is hereby made a part of this Contract.
4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached and is made a part of this Contract.
5. CONTRACTOR's Acknowledgment Statement. The CONTRACTOR's Acknowledgment Statement is attached and is made a part of this Contract.
6. Other Terms and Conditions. The General Conditions and any Special

Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Notices. Any written notice required to be given by any party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the CEO shall be sent to the CEO's business and mailing address as set forth in the first paragraph of this Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR's business and mailing address as set forth in the first paragraph of this Contract. A notice shall be deemed to have been received THREE (3) days after mailing or at the time or actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the OHA in writing of any change of address.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract effective as of the date first above written.

OFFICE OF HAWAIIAN AFFAIRS

Date: _____, 2019

By _____
SYLVIA M. HUSSEY, Ed.D.
Its Ka Pouhana, Interim Chief Executive
Officer, HOPA

“OHA”

[NAME OF CONTRACTOR]

Date: _____, 2019

By _____
[NAME OF SIGNING AUTHORITY]
Its [Position]

“CONTRACTOR”

APPROVED AS TO CONTENT:

By _____
MEHANA HIND
Its Community Engagement Director

Date: _____, 2019

APPROVED AS TO FORM:

By _____
RAINA P. B. GUSHIKEN
Its Ka Paepae Puka, Interim Senior Legal Counsel

Date: _____, 2019

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF _____)

On this _____ day of _____, 2019, before me personally appeared [NAME OF SIGNING AUTHORITY], to me personally known, who, being by me duly sworn, did say that such person is the [Position] of [NAME OF CONTRACTOR], the CONTRACTOR, named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary signature)

(print name) Notary Public, State of Hawai'i

(Official Stamp or Seal)

My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description:

Doc. Date: _____ OR Undated at time of notarization

No. of Pages: _____

Jurisdiction: _____ Circuit
(in which notary act is performed)

Signature of Notary

Date of notarization

Printed Name of Notary

(Official Stamp or Seal)

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

*“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State of Hawai‘i (hereinafter “State”) or OHA, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of [NAME OF CONTRACTOR], CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or OHA employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or OHA within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or OHA employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or OHA employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the State or OHA if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State or OHA.

CONTRACTOR

By: _____

Title: _____

Date: _____

SCOPE OF SERVICES

Contractor: _____
Project: Security Services at OHA’s Oahu Office
Description: Security services, IFB CE 2020-02

- A. It is understood and agreed that the following documents, and any amendments or addenda comprise the Contract between the parties and are fully a part of this Contract governing the work to be performed by the CONTRACTOR between the parties Security Services : (1) CONTRACTOR’s accepted proposal dated [Date of Proposal]; (2) Competitive Sealed Bid No.CE 2020-02; (3) OHA – 2018 103D General Conditions; and (4) this Contract. These documents collectively comprise the “Contract” and referred to as the “Contract Documents”.
- B. The CONTRACTOR shall provide security services to the Office of Hawaiian Affairs (OHA) in a satisfactory and proper manner as determined by the OHA and in strict accordance with the Contract Documents.
- C. The OHA Contract Administrator shall act as the contract monitor and principal liaison between the CONTRACTOR and the OHA. The OHA Contract Administrator shall assist in resolving policy questions expediting decisions and the review of the work performed.
- D. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor, equipment, supplies, and other means necessary to provide security services as described in IFB CE 2020-02 and the CONTRACTOR’s accepted bid offer. If there is a conflict between the CONTRACTOR’s accepted bid offer form and this Contract, this Contract shall prevail.
- E. The CONTRACTOR shall furnish security service at the property listed below:
 - Office of Hawaiian Affairs – Main Office
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817
- 1. The CONTRACTOR shall provide securities services at OHA Main office as follows:
 - a. Main Entrance and Exit Door: One (1) security officer for Monday through Friday 7:45 a.m. to 4:30 p.m. No State Holidays, unless otherwise instructed by the OHA.
 - b. The security officer shall secure the Main Entrance and Exit Door to assure only the OHA staff, guest who have provided a valid identification and/or

guest(s) escorted by the OHA staff shall be allowed to enter the internal lobby.

2. The CONTRACTOR shall follow the procedure to processing all guest(s) through the main entrance as listed below:
 - a. The security officer shall not allow a guest(s) access to the internal lobby of the OHA until instructed to do so by the OHA Intake & Referral Staff.
 - b. Security Officer shall stop, monitor and check all Guests, Visitors, and Vendors for proper valid identification.
 - i. Security Officer shall have all guest(s), visitor(s), and vendor(s) sign in on the Security Log Sheet.
 - ii. Security Officer shall inform the Intake & Referral Specialist and the OHA staff of the arrival of guest(s), visitor(s), and vendor(s).
 - iii. Security Officer shall check all the OHA staff for a valid OHA badge.
 - iv. Security Officer shall not allow a guest access to the internal OHA lobby until instructed to do so by the OHA Staff.
 - v. Security Officer shall identify any guest that do not have a valid identification and inform the Intake & Referral staff and request assistance. The OHA staff will assist beneficiaries without identifications

3. The CONTRACTOR shall provide the following services as follows:

Investigate disturbances and incidents that are observed or reported. Endeavor to abate nuisance and disturbances when possible, using tact and judgement to prevent or minimize disorder, quell disturbances and maintain law and order. Investigation and follow up shall include, without limitations:

- a. Be alert for suspicious persons;
- b. Appropriately respond to those engaging in disorderly conduct such as unreasonable noise or fighting/threatening behavior (see HRS section 711-1101), criminal trespass, assault, harassment, and criminal property damage.
- c. Determine the need for the Honolulu Police Department (hereinafter “HPD”) when intervention or arrest is necessary. Cooperate with and assist the police, if necessary, and testify in court when required.

- d. The CONTRACTOR shall cooperate with the HPD pertaining to issuance and/or enforcement of trespass notices. The Contract Administrator shall provide guidelines to the CONTRACTOR on issuance of trespass warnings.
- e. Maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including discussing with the OHA staff, guest(s), visitor(s), and vendor(s) the details of incidents on property without the express consent of the Contract Administrator and the OHA Corporate Counsel.

4. Roving Foot Patrol

The CONTRACTOR shall agree to change the security schedules to include a roving patrol when increased security services are requested by the OHA. The bid price per hour shall not exceed the bid price per hour for regular scheduled security services

- a. Provide one (1) roving foot patrol.
- b. The Contract Administrator provide the specific route of the roving patrol for the building.
- c. The roving patrol shall be conducted hourly which shall include the OHA offices, conference rooms hallways, stairwells and common areas.
- d. The tentative period of coverage shall be as follows:

One (1) security officer for Monday through Friday 7:45 a.m. to 4:30 p.m. No State Holidays, unless otherwise instructed by the OHA. See Attachment 8: 2019 - 2020 Hawai'i State Government Observed Holidays.
- e. The projected number of hours for the roving patrol is estimated. This does not imply that the OHA will utilize these definite amounts. The OHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

The Contract Administrator shall coordinate the roving patrol date and times with the CONTRACTOR on an as needed basis.

5. Emergency Services

The CONTRACTOR shall agree to change security services in emergency situations and accommodate anticipated needs for increased security due to unforeseen circumstances as requested by the Contract Administrator. Changes to the security schedule may include increased number of hours per day or number of security personnel on an emergency basis. The OHA shall provide

not less than two (2) hours advance notice to the Successful Bidder.

The OHA is unable to provide a projected number of emergency hours for emergency service at the issuance of the solicitation. The OHA reserves the right to request/require any quantity of emergency service hours at the accepted bid price for the applicable Contract Performance period.

6. Reporting Requirements

The CONTRACTOR shall:

- a. Prepare and submit Incident Reports to the OHA, covering in detail all disturbances and incidents that were observed or reported during each daily tour of duty or other appropriate reports as requested. Such reports shall contain all pertinent facts available and the names of all persons involved and shall be in a format to be specified by the OHA.

Incident Reports are due to the Contract Administrator not later than 8:00 a.m. the next business day of an incident or as instructed otherwise by the OHA.

- b. For incidents requiring the CONTRACTOR's action, the CONTRACTOR shall prepare and submit follow-up Incident Reports to the OHA indicating corrective actions taken by the CONTRACTOR to prevent similar incident for recurring.

Follow-up Incident Reports shall be due to the Contract Administrator within five (5) business days of an incident or as instructed otherwise by the OHA.

- c. Prepare and submit an Incident Report of Schedule Deviations to the OHA indicating all work hours deviated from the security schedule as applicable. The Incident Report shall include security services not performed due to security officers' failure to report for duty, reporting late for duty, or all other circumstances that prevented the normal course of security coverage as scheduled.

The Incident Report of Schedule Deviation shall be due to the OHA not later than 8:00 a.m. the next business day or as instructed otherwise by the OHA.

- d. On a monthly basis, prepare and submit a monthly report of incident reports and daily log sheets.

7. Equipment Requirements

- a. The CONTRACTOR shall provide, where applicable, equipment and be responsible for the maintenance of the applicable equipment.
- b. All security officers shall be uniformed bearing the company name and/or logo with their name tags easily visible, without sidearms.

F. Management Requirement & Qualifications (Minimum Requirements)

1. Personnel

- a. The CONTRACTOR shall ensure that all personnel meet minimum qualifications to include: 1) licensing requirements pursuant to section 463-10.5 HRS; 2) at least two (2) years relevant experience in law enforcement and/or security; and 3) one (1) year experience with the Bidder.

The CONTRACTOR shall provide documentation with its Bid Offer Form that its personnel have met the licensing requirements pursuant to section 463-10.5, HRS and experience requirements. See Attachment 2: Bid Offer Form.

- b. The CONTRACTOR’S officers shall be required to attend an orientation conducted by the OHA prior to the start of services.
- c. The CONTRACTOR’s supervisor shall have a minimum of one (1) year experience with law enforcement.
- e. The CONTRACTOR shall employ sufficient personnel at all times for performing the work in the manner and time required by the specifications and any subsequent post orders. The CONTRACTOR shall maintain and implement a plan to ensure minimal disruption of series due to staff vacancies or changes.
- f. The CONTRACTOR shall be solely responsible for the behavior and conduct of their employees or agents on the OHA (State) property and shall instruct security personnel to fully cooperate with the Contract Administrator. Security personnel shall refrain from socializing or fraternizing with the OHA staff, guest(s), visitor(s), and vendor(s) of the property while on duty.
- g. The CONTRACTOR shall remove any of its employees from servicing or providing service to the OHA upon the request in writing by the Contract Administrator. At the request of the OHA, the CONTRACTOR shall remove immediately and shall not employ any person who in the opinion of the OHA, does not perform his/her duties and responsibilities in a proper and

skillful manner, intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.

- h. The CONTRACTOR shall relieve any security officer who is arrested for any major crimes or felony, pending final resolution of the investigation. The OHA has final authority to allow the individuals to perform security duties pending investigation, resolution, or conviction. A resulting conviction will disqualify the individual from performing work in any capacity under this Contract.
- i. The CONTRACTOR shall ensure that no security officer employed under this Contract has been convicted of selling, dealing, or using a controlled substance.
- j. The CONTRACTOR shall ensure that no security officer employed under this Contract is a registered sex offender.
- k. The CONTRACTOR shall have a properly licensed supervisor to oversee the entire operation and to ensure that the services required are satisfactorily performed. All security officers shall be under the supervision of the Successful Bidder.
- l. Security personnel will refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.
- m. The CONTRACTOR shall ensure that all information, documents, or material viewed, discussed, or provided to the security personnel in the line of duty shall be treated as confidential. Security personnel shall refrain from providing confidential information to the general public without express consent of the OHA.
- n. The CONTRACTOR shall select only those individuals capable of demonstrating the following:
 - i. Ability to exercise good judgement;
 - ii. Maturity in conduct and attitude; and
 - iii. Ability to communicate in English both verbally and in writing and read simple instructions.
- o. Courteous to OHA employees, guest(s), visitor(s), and vendor(s), tolerant in their interactions with others, as well as neat and groomed in appearance. Each security officer shall maintain a satisfactory level of drug-free, general health at all times to work under the resulting Contract. The following are the minimum physical requirements.

- i. Able to hear at a normal conversational level;
 - ii. Able to serve a normal shift using stairs or elevators; and
 - iii. Correctable vision to 20/20 in each eye.
- p. During the performance of the resulting Contract period(s), the CONTRACTOR shall not discriminate against any employee or applicant for employment because of gender, race, religion, color disability, or national origin. The CONTRACTOR shall comply with all relevant Federal and State laws and rules. Please note the CONTRACTOR is responsible for knowing and complying with the most current laws.
- q. Each security officer shall comply with section 463-10.5, HRS, Guards; registration, instruction, training testing, and required continuing education; renewal of registration. Section 463-10.5, HRS requires that all guards shall apply to register with the board, and shall meet the following registration, instruction, and training requirements prior to performing services as a guard:
- i. Be not less than 18 years of age;
 - ii. Possess a high school education or equivalent;
 - iii. Not presently suffering from any psychiatric or psychological disorder directly related and detrimental to a person's performance in the profession;
 - iv. Not convicted in any jurisdiction of a crime reflecting unfavorably on the fitness of the individual to perform services as a guard, unless the conviction was annulled or expunged by court order. The individual shall submit to a national criminal history record check as authorized by federal law, including, without limitations to the Private Security Officer Employment Authorizations Act of 2004, and specified in the rules of the board; and
 - v. Successfully complete eight (8) hours classroom instruction before the first day of services and four (4) hours of classroom instruction annually. Classroom instruction must be provided by an instructor who is approved by the board.
 - vi. The CONTRACTOR understands and agrees that the OHA may require reduction or replacement of any number of contracted security personnel in conjunction with the use of law enforcement personnel.

2. Administrative

- a. The CONTRACTOR shall be required to attend quarterly meetings or upon request by the Contract Administrator. The day and time is to be specified by the Contract Administrator.
- b. Every four (4) weeks, the Contract Administrator shall submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) shall be corrected or implemented within five (5) business days to avoid delay in payment issuance or for payment adjustment purposes.
- c. The CONTRACTOR shall maintain its own written administrative policies, at a minimum, addressing policies, at a minimum, addressing the following:
 - i. Drug Free Workplace Policy;
 - ii. Sexual Harassment Awareness in the Workplace Policy;
 - iii. Non-Violence in the Workplace Policy;
 - iv. Standard of Conduct; and
 - v. Americans with Disabilities Act.

The CONTRACTOR shall maintain evidence that all staff are adequately informed of their requirements and obtain their agreement to comply with the said policies. The CONTRACTOR shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The CONTRACTOR further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

Such action shall include, without limitations, no discrimination in the following:

- i. Employment, upgrading, demotion, or transfer;
- ii. Recruitment or recruitment advertising;
- iii. Layoff or terminations;
- iv. Rates of pay or other forms of compensation; and

- v. Selection for Training, including apprenticeship.
- a) Invoice for the month of June shall be submitted to the OHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the OHA’s fiscal year-end close out process. For work performed during the period of June 16th to June 30th, the invoice shall be submitted to the OHA not later than July 5th for payment processing.
- b) For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a “Certification of Compliance for Final Payment” (Form SPO-22).

An original tax clearance certificate, not over (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

G. Contract Monitoring & Remedies

1. Performance Monitoring

- a) The satisfactory performance of work shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the OHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
- b) Should the CONTRACTOR fail to comply with the requirements of the Contract, the OHA may request a written corrective action plan that shall include the corrective actions to be taken and a timeline for implementation of the corrective action plan. The OHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
- c) In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the OHA reserves the right to purchase in the open market, a corresponding quantity of services and deduct from the CONTRACTOR the cost from monies due or that may thereafter become due to the Successful Bidder. In the event that monies due to the CONTRACTOR are insufficient for this purpose, the CONTRACTOR shall pay the difference upon demand by the OHA. The OHA may also utilize other remedies provided under the Contract and by law and rules.

- d) Failure or refusal of the CONTRACTOR to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

2. Damages

- a) Liquid damages are fixed at the sum of FIFTY and 00/100 DOLLARS (\$50.00) for each calendar day that the CONTRACTOR fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of Paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.
- b) The OHA reserves the right to apply liquidated damage or delay in Contract execution on the part of the Successful Bidder.
- c) The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to existing utilities and structures, including without limitation: water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within an agreed upon timeline, the OHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from monies due or may thereafter become due to the Successful Bidder. In the event money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the OHA

3. Termination

- a) Failure or refusal of the CONTRACTOR to perform services as required may be grounds to suspend or terminated the contract as detailed in the General Conditions.
- b) The OHA reserves the right to terminate the Contract without penalty for cause or convenience as detailed in the General Conditions.

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COMPENSATION

Contractor: _____
Project: Security Services at OHA’s Oahu Office
Description: Security services, IFB CE 2020-02

- A. Subject to the availability, allocation and receipt of funds, and the CONTRACTOR’s full and timely performance of all contractual obligations. The CONTRACTOR shall be paid an amount of compensation not to exceed _____ **AND NO/100 DOLLARS** (\$ _____) inclusive of all actual reasonable ordinary necessary costs and expenses, including general excise tax currently at the rate of 4.712% for Oahu, for services satisfactorily performed under this Contract for the initial contract period.
- B. Compensation shall be paid pursuant to the monthly payment schedule and upon presentment of invoices and satisfactory performance of the work described in ATTACHMENT – S1 SCOPE OF SERVICES and shall be approved by the OHA Contract Administrator. The Administrator’s written approval shall be required before incurring any exceptional cost and/or expenses.
- C. Funding and period of availability may change upon notice by the OHA. If there should be insufficient funds for any portion of the remainder of the Contract period, ending September 30, 2020, The OHA may terminated the Contract or revise the amount/quantity of services required without penalty.
- D. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:
 - 1. Pursuant to section 103-10, HRS, the OHA shall have 30 calendar days after receipt of invoice or satisfactory deliver of goods or performance of the services to make a payment. Upon receipt of the invoice, the OHA shall date stamp the invoice and use this receipt dated to calculate the 30-day payment period. For this purpose of this paragraph, the CONTRACTORS’s invoice date shall not be considered.
 - 2. CONTRACTOR shall submit on a monthly basis, one (1) original itemized invoices for the services rendered to:

Office of Hawaiian Affairs
Attn: Financial Services
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

3. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section n103-10, HRS, upon determination by OHA that the CONTRACTOR has satisfactory provided eh services specified. Payment shall be made based on the actual man-hours of security services rendered by the CONTRACTOR.
 4. Monthly invoices shall be itemized and include the services date(s), security officer name(s), and the man-hours of security services for the previous month. A copy of the Schedule Deviation Incident Report shall be attached to each invoice applicable.
 5. Separate invoices shall be submitted for each of the following services and shall be paid through other means such OHA purchase orders:
 - i. Roving patrol;
 - ii. Main Entry and Exit;
 - iii. Special events; and
 - iv. Emergency services.
 6. Invoice for the month of June shall be submitted to the OHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the OHA's fiscal year-end close out process. For work performed during the period of June 16th to June 30th, the invoice shall be submitted to the OHA not later than July 5th for payment processing.
 7. Every four (4) weeks, the OHA will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented to avoid delays in payment issuance or payment adjustment purposes
- E. For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment". An original tax clearance certificate not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.
- F. Said withheld amount shall be subject to the CONTRACTOR's satisfactory reconciliation and submittal of all reports and tax clearances from the Director of Taxation and the Internal Revenue Service. Any debt owed to the State Department of Taxation shall be offset first. The CONTRACTOR shall still be required to submit copies of valid tax clearances to the OHA within THIRTY (30) days of the termination date of this Contract. A certificate of vendor compliance issued by the Hawaii Compliance Express may be submitted in lieu of the tax clearance certificate.

- G. The CONTRACTOR shall be compensated at the accepted bid price per hour, which is the all-inclusive cost to the OHA, including all applicable taxes for providing the services specified.
- H. The OHA is not responsible for overtime and shall not pay any overtime resulting from the CONTRACTOR's scheduling of employees.

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TIME OF PERFORMANCE

Contractor: _____
Project: Security Services at OHA’s Oahu Office
Description: Security services, IFB CE 2020-02

- A. The term of this Contract for security Services shall be for a twelve 12-month period beginning October 1, 2019, 7:45 a.m. HST and ending on September 30, 2020, 5:30 p.m. HST.
- B. No services shall be rendered on this Contract before a Notice to Proceed is issued. Any services rendered performed prior to receipt of the Notice to Proceed shall be at the CONTRACTOR’s sole risk and expense.
- C. The option to extend the Contract shall be at the sole discretion of the OHA. The Contract may be extended, without necessary rebidding at the same rates as proposed in the original bid unless price adjustments are made and approved as provided in the Invitation for Bids No. CE 2020-02 or this Contract:

Initial term of Contract:	Twelve (12) months
Length of each extension:	Up to twelve (12) months
Maximum length of Contract:	Not to exceed thirty-six (36) months

- D. The initial Contract period shall commence on the OHA’s issuance of a Notice to Proceed. The following conditions must be met for an extension:
 - 1. The CONTRACTOR experienced cost saving and has unexpended funds available that can be used to provide additional services; or
 - 2. The OHA determines there is an ongoing need for the services and has funds to extend services up to 24 months with no extension to exceed twelve (12) month period. The Contract extension(s) shall be awarded at the same or comparable rates as the current Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of service or cost of living as provide herein; and
 - 3. A Supplemental Contract must be executed prior to expiration of the current Contract period; and
 - 4. The CONTRACTOR must obtain written approval and a Notice to Proceed by the OHA with the extension; and
 - 5. The OHA has determined that the CONTRACTOR has satisfactorily provided services during the current Contract term; and

6. Necessary OHA funds are appropriated and allotted

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SPECIAL CONDITIONS

Contractor: _____
Project: Security Services at OHA's Oahu Office
Description: Security services, IFB CE 2020-02

- A. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in persons or via telephone calls during normal State of Hawai'i government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.
- B. The OHA shall monitor the performance of work on ongoing basis through personnel observation, site inspection and/or other appropriate methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
- C. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall prevail.
- D. Interchangeable Terms. The following terms shall be one and same: "STATE" AND "OHA"

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