



DECLARATION OF CONFIDENTIALITY

Honolulu Rail Transit Project

I, the undersigned, having been granted access by the City and County of Honolulu (City) to certain confidential information relating to the Honolulu Rail Transit Project, understand, agree and declare and affirm:

1. For the purposes of this declaration, "confidential government record" means information in the possession of the City or any of its officers, employees, or agents, including contractors, from whatever source, in written, auditory, visual, electronic, or other physical form (i) which has been designated as "confidential", "proprietary" and/or "trade secret" by the City or another source, including a City contractor or potential City contractor, or (ii) which, although not marked as "confidential", "proprietary", and/or "trade secret", I know or have reason to know is deemed to be confidential by the City or another source.
 - a. During the time a confidential government record is in my possession, I will:
 - i. Safeguard the confidential government record against theft, loss, or unauthorized disclosure with the utmost care and diligence;
 - ii. Never leave the confidential government record unattended except when in a properly secured place;
 - iii. Never transfer the confidential government record to another person or permit another person to have access to or examine the confidential government record, except to another person who I know has a current signed declaration of confidentiality approved by the Executive Director of the Honolulu Authority for Rapid Transportation (HART), on file with HART;
 - iv. Transmit any confidential government record to another person authorized by subparagraph 1.a.iii above, by either personally hand carrying the confidential government record to the other authorized person or having the confidential government record delivered with a "CONFIDENTIAL" cover sheet and placed in an envelope marked "CONFIDENTIAL", or as otherwise directed by the Executive Director of HART; and
 - v. Never reproduce the confidential government record in whole or in part in any physical or electronic form, except with the prior approval of the Executive Director of HART.
 - b. I will never discuss or disclose any contents from a confidential government record with another person, except for another person who I know has a current signed declaration of confidentiality approved by the Executive Director of HART on file with HART.

Print Name: Tolentino, Arthur
Last Name, First Name

2. For the purposes of this declaration, "confidential verbal information" is all verbal discussions relating to procurements of services for the Honolulu Rail Transit Project. I will:
 - a. Never make any written, auditory, visual, electronic or other physical notes of any confidential verbal information unless directed to do so by a person who I know has a current signed declaration of confidentiality approved by the Executive Director of HART on file with HART;
 - b. Mark any notes of the discussion or disclosure authorized by subparagraph 1.b, above, as "CONFIDENTIAL", or as otherwise directed by the Executive Director of HART; and
 - c. Treat all notes as a confidential government record in accordance with paragraph 1, above.
3. I will insert the following language into the body of all e-mails to cover confidential information:

"NOTICE: This communication and any attachments ("this message") may contain confidential information for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on this message is strictly prohibited. If you have received this message in error, or you are not an authorized recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies."

4. I will report all unauthorized disclosures of confidential information promptly to the Executive Director of HART as soon as I become aware of the unauthorized disclosure.
5. I understand and agree that under Section 103D-304 of the Hawaii Revised Statutes, that there shall be no disclosure of any information derived from the proposals submitted by offerors for the Honolulu Rail Transit Project, and, further, that all negotiations with offerors shall be conducted confidentially. I also understand and agree that if I fail to honor this declaration for any reason whatsoever, I may be subject to disciplinary action, up to and including dismissal, and/or criminal penalties pursuant to Section 103D-106 of the Hawaii Revised Statutes, Section 92F-17 of the Hawaii Revised Statutes, or other applicable law.
6. I further declare and affirm that I have fully read and understand this declaration, and I am making this declaration of my own free will.



Declarant's Signature

3/2/22

Date

Arthur Tolentino

Declarant's Name (Type/Print)

Business Manager/F.S.T.

Declarant's Title

SMART Local Union 293

Declarant's Agency



Employee Acknowledgement of Receipt for Identification (ID) Badge

I, the undersigned, hereby acknowledge receipt of an ID badge issued by HART. I further acknowledge that I received a copy of HART's Policies and Procedures for Identification Badges and have reviewed and understand the policies and procedures set forth therein.

I accept responsibility for the protection and proper use of the ID badge in accordance with the following additional terms and conditions and agree that failure to do so may result in disciplinary action.

- ID badge is the property of HART.
- ID badge is returned to the department database manager or designee at employment termination.
- ID badge must be visibly worn at all times.
- Visitors without ID badges shall be reported to security.
- Employee shall not access control site with another person's ID badge ("piggybacking") or by using another person's ID badge.
- Employee shall not loan his/her ID badge to others.
- ID badge shall not be embossed or adhered with decals.
- ID badge shall not be laminated.
- ID badge shall not be perforated unless affixed to a permitted lanyard; such alterations should not:
 - Compromise ID badge durability and characteristics;
 - Invalidate ID badge manufacturer warranties or other product claims;
 - Alter printed information and photo; or
 - Damage or interfere with ID Badge electronic readable technology.
- ID badge cardholders are recommended in lieu of perforating ID badge.

Cardholder Name: Arthur Toletnino Dept: _____
(Print)

Cardholder Signature: 

Date: 3 / 2 / 22



HONOLULU AUTHORITY for RAPID TRANSPORTATION

IDENTIFICATION BADGE REQUEST AND REPLACEMENT FORM (CONTRACTOR)

PLEASE PRINT

NEW

REPLACEMENT

PRIME CONTRACTOR/CONSULTANT

SUBCONTRACTOR/CONSULTANT

EMPLOYEE NAME: Arthur Tolentino	JOB TITLE: Business Mgr/F.S.T.	DEPARTMENT/DIVISION:	DATE OF REQUEST:
OFFICE ADDRESS: 1405 N King Street, Suite 401, Honolulu HI 96817		SUPERVISOR:	
OFFICE PHONE#: 808-841-5078	MOBILE PHONE#: 808-384-3893	FAX#: 808-841-1842	EMAIL: artsmw@hawaii.rr.com

PURPOSE:

EMPLOYEE ACKNOWLEDGEMENT

(EMPLOYEE MUST READ, SIGN, AND DATE PRIOR TO SUBMITTING THIS FORM)

- Upon issuance, I accept responsibility for the Identification Badge and agree to notify my Company supervisor or the HART Chief Safety and Security Officer immediately should it become lost or stolen.
- I agree to be the sole user of this Identification Badge and will promptly return it to my Company supervisor upon termination of my affiliation with the Honolulu Rail Transit Project.
- I have completed the HART "Declaration of Confidentiality" form.

Forward completed form to HARTHR@honolulu.gov for processing.

EMPLOYEE NAME (PRINT): Arthur Tolentino	SIGNATURE: 	DATE: 3-2-22
SUPERVISOR NAME (PRINT):	SIGNATURE:	DATE:

FOR HART USE ONLY

DATE RECEIVED: _____	APPROVED BY: _____	DATE
ISSUED: _____	BADGE NO.: _____	EXPIRATION