

**DEPARTMENT OF  
HAWAIIAN HOME LANDS**

RELEASE DATE: AUGUST 8, 2019

**INVITATION FOR BIDS  
No. IFB-20-HHL-008**

**SEALED OFFERS FOR  
FURNISHING  
GROUND MAINTENANCE AND  
CUSTODIAL SERVICES FOR THE  
DEPARTMENT OF HAWAIIAN HOME LANDS  
KEAUKAHA BEACH PARK AND PUHI BAY,  
HILO, ISLAND OF HAWAII**

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

THURSDAY, AUGUST 22, 2019

IN THE DEPARTMENT OF HAWAIIAN HOME LANDS  
ATTN.: ANNETTE HAYASHI  
91-5420 KAPOLEI PARKWAY  
KAPOLEI, HAWAII 96707

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO  
ANNETTE HAYASHI VIA E-MAIL AT [annette.n.hayashi@hawaii.gov](mailto:annette.n.hayashi@hawaii.gov)

Offeror \_\_\_\_\_  
Name of Company

IFB-20-HHL-008

FURNISHING GROUND MAINTENANCE AND CUSTODIAL SERVICES FOR THE  
DEPARTMENT OF HAWAIIAN HOME LANDS (DHHL)  
KEAUKAHA BEACH PARK AND PUHI BAY, HILO, ISLAND OF HAWAII  
IFB-20-HHL-008

Procurement Officer  
Department of Hawaiian Home Lands  
State of Hawaii  
91-5420 Kapolei Parkway  
Kapolei, HI 96707

Dear Sir or Madam:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions and General Conditions, Form AG-008 (Revised 10/17/13) attached hereto; and hereby submits the following offer 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 offer, 1) he/she is declaring his/her offer 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.

Offeror is:

- Sole Proprietor     Partnership     \*Corporation     Joint Venture  
 Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_ Federal 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.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_ \*\* \_\_\_\_\_  
Exact Legal Name of Company (Offeror)

\*\*If Offeror 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:

The following offer for furnishing ground maintenance and custodial services for the Department of Hawaiian Home Lands Keaukaha Beach Park and Puhi Bay, Hilo, island of Hawaii, as specified herein, is hereby submitted:

**Monthly Ground Maintenance and Custodial Services  
(includes weekends and holidays)**

as required in the scope of work  
(amount should include Hawaii General Excise Tax) \$ \_\_\_\_\_

Number of months x 12

**TOTAL ANNUAL BID PRICE** \$ \_\_\_\_\_



**EMERGENCY RATES (for information only)**

The following rates shall be used for any custodial maintenance services requested by DHHL that are not specified in the Specifications.

\$ \_\_\_\_\_ per man-hour  
Prices shall include all labor costs, overhead, profit, and all applicable taxes.

Offeror \_\_\_\_\_  
Name of Company



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

Subject: IFB No.: IFB-20-HHL-008

Title of IFB: Furnishing Ground Maintenance and Custodial Services for the Department  
of Hawaiian Home Lands Keaukaha Beach Park and Puhi Bay, Hilo, island of Hawaii

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.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## SPECIFICATIONS

This section indicates the Specifications required for the Ground Maintenance and Custodial Services for the DHHL Keaukaha Beach Park and Puhi Bay. The Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

### SCOPE OF WORK

#### AREAS TO BE CLEANED (see attached map):

INTERIOR	EXTERIOR
▪ Restrooms (2)	▪ Keaukaha Beach Park and Puhi Bay ▪ East Hawaii Office grounds

#### DESCRIPTION OF SERVICES REQUIRED:

Furnish all labor, equipment, solutions, and materials for cleaning and re-stocking of the facility as described herein:

#### DAILY (SUNDAY – SATURDAY)

Sunday through Saturday with the scope of work listed in this section.

#### 1. Daily Scope of Work:

**GATES:** Open and close 8 gates daily;  
Regulate park patrons;  
Coordinate with East Hawaii Office on Park usage; (special needs, etc.)  
Special closures/situations (nature-related, sewer spills etc.)

**RESTROOMS:** Open and close restrooms daily;  
Clean and restock restrooms daily (soap, paper products);  
Repaint/clean minor graffiti;  
Do minor repairs (toilets, doors, handles, dispensers, etc., if needed);  
Removal of trash from restrooms daily;  
Periodic heavy cleaning (pressure washing, mildew removal in interior to be done quarterly).

**LANDSCAPE MAINTENANCE:** Mowing twice a month;  
Weed trimming (as needed);  
Herbicide – weed control as needed;  
NOTE: Herbicide needs to be compliant with rules for use near water areas.  
Trash and debris pick up throughout the park;  
Removal of fallen branches/palm fronds, etc.

**INSPECTION:** Inspect park after scheduled weekend reserved use to see that areas are clean and restored to original condition (no trash left behind);  
Bathroom fixtures all in working order and clean;  
Notify East Hawaii Office of any discrepancies.

**2. Tree Trimming of All Coconut Trees at Keaukaha Beach Park and Puhi Bay:**

Coconut Tree Trimming: Trim and remove all palm fronds and nuts of all Coconut trees twice a year or as needed throughout the entire park;

Suggested months are April and October. All other coconut tree fronds should be trimmed as needed.

**3. Repair of Beach Park Cable Fencing:**

Repairs: Remove all broken/damaged fencing materials (posts, cable, cement, etc.) Replace poles and cable to original state. All materials, tools and equipment to be provided by contractor for example, cement mixer, welding machine, pipe cutter, etc.

**4. Summer Camping:**

Setting Up:

Mark all campsites prior to the start of our camping season according to map;  
Post safety and necessary signs as needed by the Department.  
Prepare park with barricades, gates, locks, etc., for camping period (1<sup>st</sup> week of Jun to 1<sup>st</sup> Sunday of Aug; dates to be determined by Park Advisory Council);  
Assist portable lavatory companies in positioning of portable units with gate access and inform cleaning times;  
Install individual campsite numbers and permits on tents;  
Open restrooms daily at 6:30 am and close at 6:30 pm;  
Clean and restock restrooms daily as needed;  
Collect trash during camping season as needed;  
Mow lawn twice a month; (NOTE: mowing to be done around individual campsites. Campers are responsible for their immediate areas;  
Apply herbicide only if necessary and with caution and safety;  
Report any safety issues, necessary repairs, and vandalism in the restroom facilities or on the campsite;  
Reposition pillars if any and restore park to original status.

**5. Additional Requirements:**

Must have knowledge and experience of the following:

Operating backhoe/loader, skid steer loader/all terrain telescopic forklift, carpentry, plumbing, electrical, painting, welding, and installation;  
Practices, tools, equipment and materials used in custodial work;  
Safety rules and general applications to custodial and grounds equipment operations.

### **WEEKEND & HOLIDAY PARTIES OR EVENTS**

1. For parties, events or meetings as scheduled on Saturdays, Sundays and holidays.
2. Conduct before event prep and walkthrough.
3. Conduct post event inspection on same day or prior to next scheduled event as required.
4. Contractor shall be notified of scheduled events and updated regularly.

### **WEEKEND & HOLIDAY SCOPE OF WORK:**

#### **1. For Parties & Large Events -Before**

- Park needs to be made available to user by 9:00am;
- Clean and sanitize restrooms (toilets, urinals, basins, fixtures, etc);
- Sweep EXTERIOR sidewalks;
- Re-stock toilet paper and napkins –paper supplies to be provided by DHHL.

#### **2. For Parties & Large Events -After**

- Check condition of INTERIOR and EXTERIOR areas for cleanliness, returning of equipment to assigned locations, and any damage following event (inspection sheet will be provided);
- Either on the same day as the event or the next morning prior to the next scheduled event or weekday activities, conduct post-event inspection using same inspection sheet and provide report to the East Hawaii Office on the next working day;
- Document unsatisfactory items;
- Re-stock toilet paper, napkins, and trash liners.

#### **3. Opening & Securing of Front Gate Daily**

- Unlock and open gate by 6:00 a.m. Sundays –Saturdays. May be required to open gates on Holidays depending on scheduled activities/events.
- Close and lock gate nightly following scheduled activities/events. (Time may vary depending on activities/events).
- Maintain lock in good working order.

**Bidders are cautioned to review the Specifications carefully and thoroughly. Bidders shall carefully review this solicitation for defects and questionable or objectionable matter. All questions shall be submitted in writing via e-mail (preferred method) to [annette.n.hayashi@hawaii.gov](mailto:annette.n.hayashi@hawaii.gov) The submittal of a bid shall be considered as acceptance of the Specifications as published.**

### **CUSTODIAL CLOSETS AND STORAGE ROOMS**

All janitor's closets and storage rooms provided by DHHL for use of Contractor shall be kept in a neat, clean and orderly condition at all times.

Mop sinks and the area immediately adjacent shall be thoroughly cleaned after each use.

All mop sinks, locker areas and other service areas shall be cleaned thoroughly and all cleaning and maintenance equipment shall be neatly stored in custodial closets and/or other designated storage areas.

Before leaving the premises, all of the service areas shall be dust mopped and spot cleaned where necessary.

## **CLEANING STANDARDS**

Plumbing Fixture and Dispenser Cleaning: Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film, odor, or stains.

Gum Removal: Gum removal is satisfactory performed when the entire piece of gum has been completely removed and the surface is without embedded debris, stains and or marks of any kind.

Damp Mopping: A satisfactorily damp-mopped floor is without dirt, dust, marks, film streaks, debris, or standing water.

Metal Cleaning: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance and adjacent surfaces.

Light Fixture Cleaning: Light fixtures are clean when all components, including bulbs and tubes, are without insects, dirt, lint, film and streaks. All lenses removed must be replaced immediately.

Wall Washing: After cleaning, the surfaces of all walls, ceiling, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks, and deposits.

## **INSPECTIONS**

DHHL reserves the right to make on-the-spot inspections at any time at its discretion. Omitted work or work considered substandard by DHHL shall be corrected by the Contractor no later than TWO (2) hours after notification.

In the event the work is not corrected to the satisfaction of DHHL, DHHL's representative shall discuss the matter with the Contractor's representative for an equitable adjustment in the form of additional services acceptable to DHHL or an adjustment in the billing for the services by an amount equal to the costs required to correct the deficiency as determined by DHHL.

Such adjustments shall not be substitutes for deficient work and shall not relieve the Contractor of any obligations under the contract.

## **LOSS OF OR DAMAGE TO DHHL PROPERTY**

Any loss of or damage to DHHL property caused by negligence of the Contractor or its employees, shall be replaced, repaired, and/or paid for by the Contractor.

## **COMMUNICATION**

Contractor shall be accessible during normal working hours, 7:30 a.m. to 5:00 p.m., Sunday through Saturday, by telephone, answering service, or some alternate mode approved by DHHL to permit daily communication between the Contractor and DHHL. Contractor shall provide a plan for communication outside of normal working hours (i.e., nights, weekends, and holidays).

## **SECURITY RULES**

No unauthorized use of telephones except in cases of emergency.

No unauthorized use of computers.

Contractor shall report all suspicious persons and situations immediately to the Contract Administrator.

No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of non-prescribed legal drugs is permitted on the property.

While cleaning any secured areas, Contractor's personnel shall not admit anyone into the area, except those authorized by DHHL personnel.

DHHL shall identify security sensitive areas within the buildings.

## **SAFETY**

Contractor shall adhere to all state, federal, and local requirements related to the safe completion of all work.

All safety requirements shall be exercised, not limited to the use of shoes, eye protectors, traffic cones, etc. All provisions of OSHA shall be met.

It shall be the Contractor's responsibility to provide safety signs, barricades and any other safety device(s), during the performance of service. These safety devices shall be set up by the Contractor whenever employees are performing services such as shampooing carpets, stripping or waxing floors, replacing light bulbs, and whenever a ladder is being used. Safety devices shall be set up in a manner to restrict access to areas, to prevent accidents to office personnel and the general public.

Contractor shall adhere to all provisions of the Hazard Communication Standard as administered by the Department of Occupational Safety and Health (DOSH), State of Hawaii pertaining to the use of hazardous chemicals at the job site. This requirement shall include but not be limited to the following:

1. Caution signs shall be provided and displayed at each location where there is exposure to toxic materials or harmful physical agents. Labels shall be affixed to all toxic materials or harmful physical agents, or their containers, warning of their potential danger.
2. Contractor shall post information (Material Safety Data Sheet) prominently regarding hazards posed by toxic materials or harmful physical agents in the employer's workplace. The information shall include suitable precautions, relevant symptoms, and emergency treatment in case of overexposure.
3. Contractor's employees, who are required to use poison, caustics, and other harmful substances, shall be instructed in the proper and safe handling of such products and made aware of the potential hazards, as well as the personal hygiene and personal protective measures required.

The Contractor shall not use any harmful or substandard cleaning items to perform the custodial and grounds maintenance services.

DHHL reserves the right to inspect the Contractor's cleaning items and request changes to products which are acceptable to DHHL.

#### **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Upon written notice by DHHL, Contractor shall replace any employee(s) which DHHL deems incompetent, uncooperative, negligent, insubordinate, or otherwise unacceptable, within TWENTY-FOUR (24) hours notice by DHHL.

#### **EXTRA WORK**

Adverse conditions that may require major changes to the specifications which are not stated in the contract must be reported to DHHL for determination before proceeding with the work. Contractor shall request authorization from DHHL prior to the performance of any other "extra" work, beyond the tasks listed in the Technical Specifications.

#### **PROMPT REMOVAL OF TRASH / GREEN WASTE**

Any and all trash shall be bagged and bundled promptly, and removed from public view as soon as possible to trash bins located in the trash dump enclosure next to the DHHL main office building.

#### **INITIAL CLEAN-UP**

The Contractor shall be required to complete an initial clean-up of the facility based on the standards of cleanliness and appearance specified in the detailed tasks for the custodial maintenance services stated in the Scope of Work.

Upon completion of the initial clean-up, the level of cleanliness and quality of appearance will be approved by DHHL, and shall serve as the baseline standard for all of the listed tasks against which future maintenance levels will be evaluated.

The initial clean-up effort shall be completed on or before the scheduled frequency of tasks as listed in the Scope of Work. For example, all "Daily" tasks shall be completed each day, "Monthly" tasks shall be completed within THIRTY (30) consecutive calendar days, etc.

#### **VANDALISM**

Any vandalism discovered by Contractor's personnel when performing work under this contract shall be reported to the DHHL Contract Administrator. Vandalized areas shall be restored to previous clean condition.

## **KEYS**

If applicable, Contractor shall be responsible for State key(s) loaned to the Contractor for entry and exit to the agency premises while performing services under the contract. Contractor shall return all keys within twenty-four (24) hours of contract termination or when requested by the State. Contractor shall be charged for lock and key replacement(s) if keys are lost during the term of the contract or not returned within twenty-four (24) hours of contract termination.

## **SPECIAL PROVISIONS**

### **SCOPE**

The furnishing of Ground Maintenance and Custodial Services for the DHHL Keaukaha Beach Park and Puhi Bay shall be in accordance with these Specifications and Special Provisions, and the General Conditions, Form AG-008 (Rev. 10/17/13).

### **CONTRACT ADMINISTRATOR**

For the purpose of this contract, the Department of Hawaiian Home Lands, East Hawaii District Office, Homestead District Assistant Supervisor, is designated as the Contract Administrator, who can be reached at 808-974-4250.

### **TERM OF CONTRACT**

The term of contract shall be for the twelve (12) month period commencing from date on the Notice to Proceed, but not earlier than October 1, 2019.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional twelve (12) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

### **RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

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.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

### **BIDDER QUALIFICATIONS**

To assure the State that the Bidder is capable of performing the work specified herein, Bidder must meet the following:

1. Minimum of twelve (12) months experience in operating a custodial maintenance business on the island of Hawaii. Bidder shall indicate on the appropriate Offer Form

page the number of years of custodial experience.

2. Have a permanent office location on the island of Hawaii from where he/she conducts business during normal working hours and from where he/she will be accessible to requests or complaints. Bidder shall indicate on the appropriate Offer Form page business address and contact information.

## **SITE INSPECTION**

For informational purposes a map of the Keaukaha Beach Park & Puhi Bay (Attachment A), has been provided. Respective offerors shall be responsible for ensuring that they are fully aware of the areas specified and work to be covered under this Invitation For Bids. An appointment to review the location and area to be serviced can be made by contacting the East Hawaii Homestead District Assistant Supervisor at 808-974-4250.

Submission of an offer shall be evidence that the Bidder understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

## **BID PREPARATION**

**Offer Form, Page OF-1.** Bidder is requested to submit its offer using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Offer Form page OF-1 shall indicate Bidder's intent to be bound.

**Bid Quotation.** Unit bid price shall include labor, equipment, installation, transportation, storage, training, all applicable taxes and any other costs incurred to provide services specified.

**Tax Liability.** If a Bidder is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**References.** Bidder shall furnish on the appropriate Offer Form page at least three (3) references on the Island of Hawaii for whom the bidder has performed ground maintenance services. The State reserves the right to contact the listed references to inquire about the bidder's performance.

**Insurance.** Work included under this agreement requires the provision of liability and property damage insurance to remain in full force and effect during the life of this contract. Bidder shall

refer to the *Liability Insurance* clause for additional information regarding this requirement. Accordingly, Bidder should consider these insurance requirements when preparing this proposal.

**Wage certificate.** The Bidder shall complete and submit a Wage Certificate by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.

#### **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 rate 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 accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

#### **AWARD OF CONTRACT**

**Method of Award.** Award, if made, shall be to the responsive, responsible Bidder submitting the lowest Total Annual Bid Price.

**Responsibility of Lowest Responsive Bidder.** Reference §103D-310(c), HRS. If compliance documents have not been submitted to the DHHL prior to award, the lowest responsive and responsible offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DHHL.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): [http://www.hawaii.gov/tax/a1\\_1alphalist.htm](http://www.hawaii.gov/tax/a1_1alphalist.htm)

DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application.

Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the DHHL. However, the tax clearance certificate shall be submitted to the DHHL.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DHHL. A photocopy of the certificate is acceptable to the DHHL.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the DHHL.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the DHHL. However, the certificate shall be submitted to the DHHL.

**Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.** The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DHHL. A photocopy of the certificate is acceptable to the DHHL.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the Form is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the DHHL as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

## **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

## **PROTEST**

Pursuant to §103D-701, HRS, a protest of the solicitation must be made prior to bid opening, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s) resulting from this solicitation shall be posted at the Department of Hawaiian Home Lands, East Hawaii District Office, 160 Baker Avenue, Hilo, Hawaii 96720.

Any protest pursuant to Section 103D-701, HRS, and Section 3-126-3, HAR shall be submitted in writing to DHHL's Procurement Officer at the above address.

## **ACCEPTANCE OF OFFER**

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the bidder shall remain firm for the sixty day period.

## **EXECUTION OF CONTRACT**

For contract award totaling \$50,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be signed by the successful bidder and returned within ten (10) days after receipt by the bidder. Upon execution of the contract, DHHL will issue a fully executed copy to the Contractor. No work will be undertaken by the Contractor prior to receiving the Notice to Proceed letter. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

## NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

## LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance 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 an 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 following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
<b>Commercial General Liability (occurrence form)</b>	<b>\$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage</b>
<b>Basic Motor Vehicle Insurance and Liability Policies</b>	<b>\$1,000,000 combined single limit</b>

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Hawaiian Home Lands, East Hawaii District Office, 160 Baker Avenue, Hilo, Hawaii 96720."
2. Additional Insured: "The State of Hawaii is added as an additional insured as respects to operations performed for the 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, including those of its subcontractor(s), where appropriate. 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.

## **INVOICING**

Contractor shall submit original and three (3) copies of the monthly invoices only upon completion to:

Department of Hawaiian Home Lands  
East Hawaii District Office  
160 Baker Avenue  
Hilo, Hawaii 96720

All invoices shall reference the IFB and contract number.

## **PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES**

1. Contract price adjustment shall be considered:
  - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and
  - b. Only if there is a wage increase to public employees performing comparable work; and
  - c. Only for the contract period in which the price adjustment request is submitted (current contract period only or, if applicable, contract extension period or parts thereof).

Example:

Original contract period: July 1, 2009, to June 30, 2010  
Extension period: July 1, 2010, to June 30, 2012

The option to extend the original contract is exercised for the period July 1, 2009, to June 30, 2010. On July 1, 2009, the State announces a pay raise, and the Contractor soon thereafter submits a request of a price adjustment accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the remainder of current period of the contract, July 1, 2009, to June 30, 2010.

2. Price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:

- a. Bid Price/Hr/Janitor I (A) = (A) for example = \$15.00/hr
- b. Current Hourly Wage Rate (B) = (B) for example = \$14.80/hr
- c. New Hourly Wage Rate paid to State Employees eff. 3/1/08 (C) = (C) for example = \$14.98/hr
- d. Hourly Wage Increase to State employees (D) = (D) for example = \$ .18/hr
- e. Adjusted Bid Price/Hr/Officer (E) = (A) + (D), or  
\$15.00 + \$ .18 = \$15.18/hr

3. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If request includes adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its percent for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

- a. 16% for Allowable Fringe Benefits
- b. \$ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16) = F, or  
\$.18 x .16 = \$.03

c. Adjusted Bid Price/Hr/Officer + Fringe Benefits = (E) + (F), or  
\$15.18 + \$.03 = \$15.21

4. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

## **INSPECTIONS**

The Contract Administrator or a designated representative reserves the right to inspect Contractor's job performance at any time.

## **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.

## **REMOVAL OF CONTRACTOR'S EMPLOYEES**

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

## **LIQUIDATED DAMAGES**

Refer to Section 9 of the General Conditions, Form AG-008 (Rev. 10/17/13). Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) per 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.

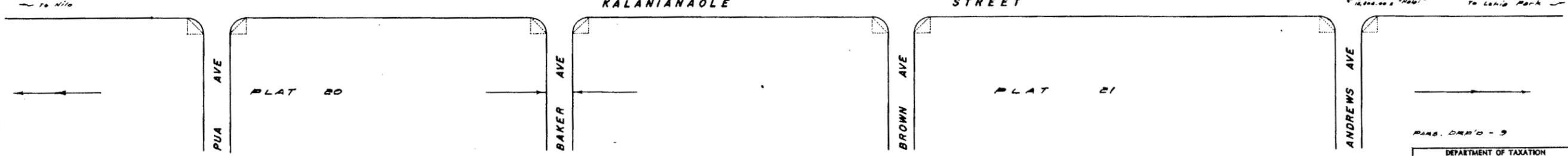
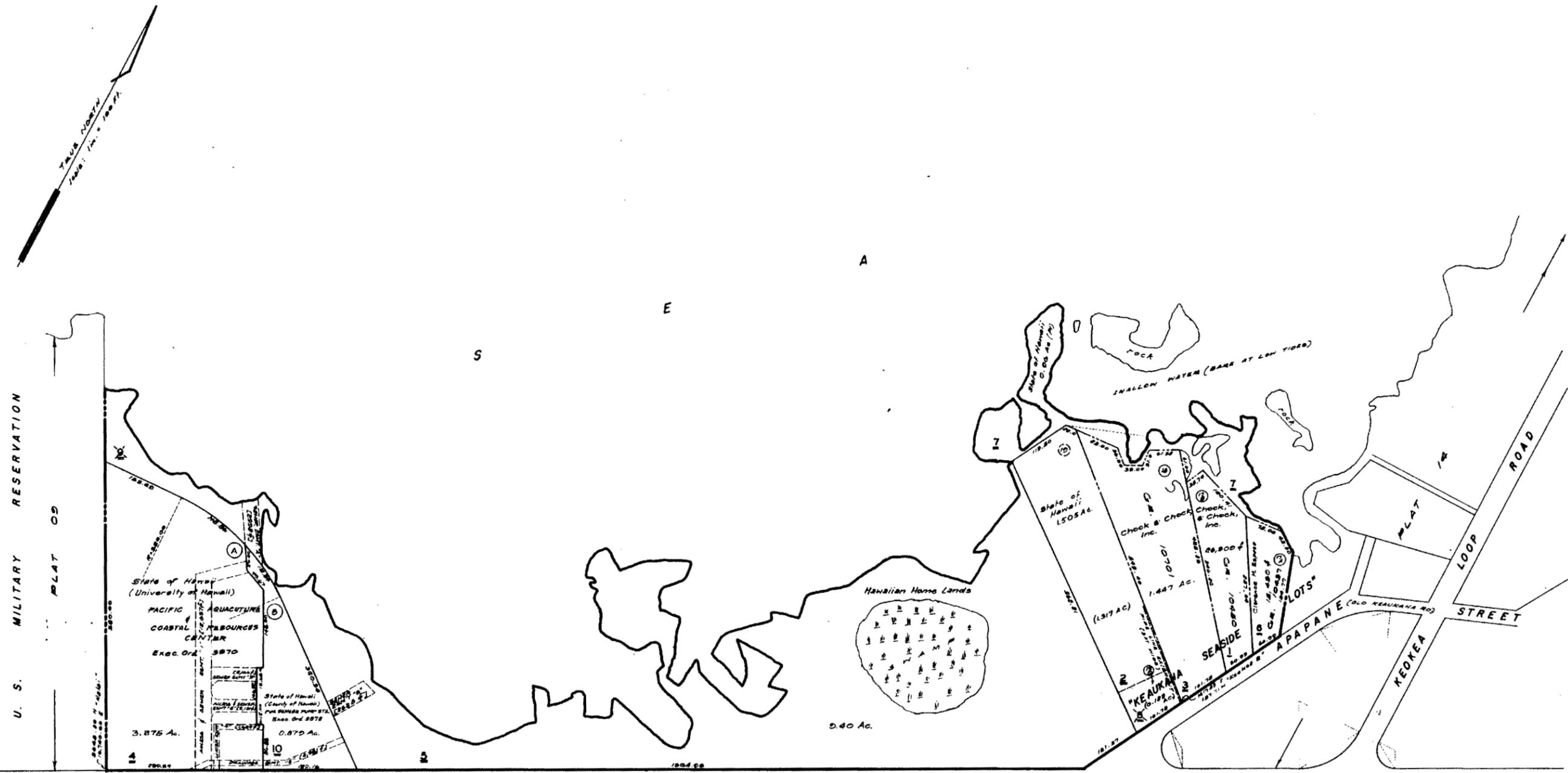
## **STATE'S GENERAL CONDITIONS**

Nothing in the Special Provisions shall supersede the General Conditions attached hereto. The Special Provisions shall serve to supplement the General Conditions.

## **APPROVALS**

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

DWG. NO. 917 (REPLOTTED OCT. 29, 1988)  
 SOURCE: TMS DATA  
 BY: T.A. FOR / DATE: MARCH 1988 (OCT. 28, 1988)



'KEAUKAHA TRACT No. 1'

PLANS DMP'D - 3

DEPARTMENT OF TAXATION  
 PROPERTY ASSESSMENT DIVISION  
 TAX MAPS BRANCH  
 STATE OF HAWAII  
**TAX MAP**

THIRD TAXATION DIVISION		
ZONE	SEC.	PLAT
2	1	11

SCALE: 1 IN. = 100 FT

FOR REAL PROPERTY TAXATION PURPOSES  
 SUBJECT TO CHANGE

por. KEAUKAHA, WAIAKEA, S. HILO, HAWAII