

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

January 9, 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 for Maintenance, Inspection and Repairs to Landscape, Irrigation Systems, Drainage Systems and Other Related Items at Kolowalu Park and the Queen Street Extension with Nohonani Landscape LLC and to Expend Up to \$336,960 From the Hawaii Community Development Authority Public Facilities Subaccount?

**SUMMARY:**

The Hawaii Community Development Authority (HCDA) solicited an Invitation for Bids (IFB) for landscape maintenance at Kolowalu Park and the Queen Street Extension. HCDA received one bid by the IFB closing deadline from Nohonani Landscape LLC. HCDA staff recommends executing a contract with the sole bidder worth up to \$366,960 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 Ch. 103D-302(h) specifies, "the contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids."

**BACKGROUND:**

On September 3, 2010, the HCDA officially dedicated for public use the 2.3 acre Kolowalu Park, which straddles a portion of the Queen Street Extension between Kamakee and Waimanu Streets. The HCDA remains responsible for maintaining Kolowalu Park, as well as sixteen tree wells along the Queen Street extension.



The HCDA built the Queen Street extension as part of Improvement District Project #10 in 2004. Since then, the HCDA has maintained the tree wells and the Queen White Shower trees within them.

As the HCDA does not have adequate staff or expertise to provide landscape maintenance services on its own, the HCDA has contracted for such services since the inception of Kolowalu Park and the Queen Street extension.

On November 19, 2018, the HCDA solicited an IFB for the maintenance, inspection and repairs to landscape, irrigation systems, drainage systems and other related items at Kolowalu Park and the Queen Street extension. The IFB is attached hereto as Exhibit A.

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

The purpose of this contract is to maintain in good condition all landscaping and fixtures (lighting, irrigation, equipment) within Kolowalu Park and to maintain the tree wells along the Queen Street extension.

Any additional work beyond that listed above, or certain parts and materials may be billed out of the \$15,000 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 November 28, 2018. Only one bidder submitted a responsive, responsible bid by the deadline.

Nohonani Landscape LLC submitted the sole bid of \$177,480 for the initial three-year term, plus \$57,240 a year for each additional extension options. The \$15,000 annual general repair 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 \$15,000 annual allowance comes out to \$366,960.

Nohonani Landscape LLC is the current contractor providing landscape maintenance services at Kolowalu Park. HCDA staff has been pleased with the contractor's performance over the entire term of the contract and believes Nohonani Landscape LLC will continue to provide outstanding service under a new contract.

Nohonani Landscape LLC's new bid is slightly higher than their bid price from three years ago, when they were first awarded the Kolowalu Park Landscaping Contract. The previous bid price was \$48,537 annually compared to the new bid price of \$59,160 annually. The increase in price may be attributed to adding the maintenance of 16 tree wells along the Queen Street extension into the current solicitation. Previously, HCDA contracted a separate vendor to provide these services.



The \$15,000 annual allowance amount remains the same from the previous contract.

**RECOMMENDATION:**

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

Authorize the Executive Director to Execute a Contract for Three Years Plus Two One-Year Options to Extend for Maintenance, Inspection and Repairs to Landscape, Irrigation Systems, Drainage Systems and Other Related Items at Kolowalu Park and the Queen Street Extension with Nohonani Landscape LLC and to Expend Up to \$336,960 From the Hawaii Community Development Authority Public Facilities Subaccount.

Respectfully submitted,



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Lindsey Doi  
Asset Manager

APPROVED FOR SUBMITTAL:



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Aedward Los Banos, Executive Director

Attachments

Exhibit A – HCDA IFB 03-2018





**Hawaii Community Development Authority**  
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM  
STATE OF HAWAII

INVITATION FOR BIDS  
(IFB No. HCDA 03-2018)

FURNISHING ALL LABOR, SUPPLIES, MATERIALS, PARTS, TOOLS, EQUIPMENT,  
TRANSPORTATION AND SUPERVISION  
TO SATISFACTORILY PROVIDE COMPLETE MAINTENANCE, INSPECTIONS AND  
REPAIRS TO LANDSCAPING, IRRIGATION SYSTEMS, DRAINAGE SYSTEMS AND  
OTHER RELATED ITEMS AT KOLOWALU PARK AND QUEEN STREET EXTENSION

Located at:

The Queen Street Extension  
Honolulu, Oahu, Hawaii

for the

Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813

APPROVED BY:

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Aedward Los Banos  
Executive Director and CEO  
Hawaii Community Development Authority

Date: November 19, 2018





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**SECTION ONE**  
**TERMS AND ACRONYMS, INTRODUCTION, SIGNIFICANT DATES AND SCHEDULE**  
**AND CONTACT INFORMATION**

**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
BAFO	=	Best and Final Offer
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 (which is administratively attached to the State of Hawaii Department of Business, Economic Development & Tourism),



is the fee owner of land consisting of: Kolowalu Park and the Queen Street Extension between Kamakee and Piikoi Streets in Honolulu, Hawaii.

The HCDA requires the services of a Contractor to maintain Kolowalu Park and the tree wells on the Queen Street Extension in a safe and aesthetically pleasing condition.

### 1.3 **SCHEDULE**

<b>HlePRO Posting/Procurement Notice System (PNS):</b>	Monday, November 19, 2018
<b>Informational Pre-Bid Conference:</b>  Location: HCDA 547 Queen Street Honolulu, Hawaii 96813  First Floor Community Meeting Room	Friday, November 23, 2018 at 10:00 a.m.
<b>Deadline to Submit Written Inquiries:</b>	Monday, November 26, 2018 at 10:00 a.m.
<b>Response to Written Inquiries:</b>	Tuesday, November 27, 2018 at 4:00 p.m.
<b>Deadline for Solicitation:</b>	Wednesday, November 28, 2018 at Noon
<b>Anticipated Contract Start Date</b>	Monday, December 3, 2018

### 1.4 **HCDA POINT OF CONTACT**

For this Invitation for Bid (“IFB”), the HCDA Point of Contact is Lindsey Doi Leaverton, HCDA Asset Manager, or her designated representative either of whom may be contacted at:

Phone: (808) 594-0300  
 Fax: (808) 587-0299  
 Email: [dbedt.hcda.contact@hawaii.gov](mailto:dbedt.hcda.contact@hawaii.gov)





## SECTION TWO SPECIFICATIONS

### **2.1 SCOPE OF WORK**

The Contractor shall furnish all labor, supplies, materials, parts, and supervision to satisfactorily provide complete maintenance, inspections and repairs to landscaping, irrigation systems, drainage systems and other related items at Kolowalu Park. Kolowalu Park straddles a portion of the Queen Street Extension between Kamakee and Waimanu Streets in the Kakaako Mauka Community Development District. (See Attachment 2 for site map). The Contractor is also responsible for maintaining the sixteen (16) trees and tree wells along the Queen Street extension adjacent to Kolowalu Park. (See Attachment 3 for site map).

Kolowalu Park ("Park") consists of two sections:

1. Mauka Park (37,563 square feet or .86 acre)
2. Makai Park (63,347 square feet or 1.45 acres)

TOTAL AREA: 100,901 square feet or 2.31 acres

**NOTE:** There is an existing unmarked "burial site" where prehistoric or historic human skeletal remains and associated burial goods are interred, located in the Ewa end of the Mauka Park. The Contractor is not responsible for maintaining this "burial site."

There is an existing Biki bike share station ("Biki Station") located in the Makai Park section. The Contractor is not responsible for maintaining this Biki Station.

Contractor's Scope of Work includes, but is not limited to, the following:

#### A. Weed Control:

1. All planting areas shall be kept weed-free always. Weeds shall be uprooted and removed completely and in no case shall they be allowed to grow and propagate.
2. Large holes caused by weeding shall be filled with screened topsoil and raked level.
3. An appropriate and labeled pre-emergent herbicide may be applied only upon approval by the HCDA. Contractor shall provide written notice to HCDA at least two weeks in advance of any herbicide use. Post-emergent, non-selective contact herbicides shall not be used unless special circumstances warrant their use and the Contractor has approval from the HCDA (i.e., on paved surfaces, sidewalks, etc.). Fill voids in landscaping created by weeding with replacement plants as specified within these Special Provisions.



Apply appropriate herbicides according to the approved work plan and as required to control weeds and noxious plants.

B. Turf Maintenance:

1. General: Turf shall be a natural green color and shall be maintained in a neat uniform manicured appearance, free of bare areas, ruts, holes, weeds, pests, dead vegetation, debris and unwanted vegetation that present an unsightly appearance. Operations include supplemental mowing, removal of excess clippings, control of weeds, fertilization, aeration, watering, top dressing and other operations necessary to promote turf growth.
2. Mowing: Grass and turf shall be mowed at an average height of 1-1/2 inches every two (2) weeks or whenever the average height exceeds two inches. Mowing shall be performed in a manner that prevents scalping, rutting, bruising, uneven and rough cutting. Prior to mowing, all rubbish, debris, trash, leaves, rocks, paper and limbs or branches in the lawn area shall be picked up and disposed. Lawn mowing shall be completed with a grass clipping catcher to prevent debris blowing into other areas. Adjacent paved areas shall be swept or vacuumed clean.
3. Edging: The perimeter of planter bed edges, sidewalks, driveways, curbs and other paved surfaces shall be edged uniformly edge to prevent encroachment and to provide a clear-cut division line between planter beds, turf and ground cover. Edging shall be performed on the same day that turf is mowed, and Contractor shall avoid any scalping, rutting, bruising, uneven and rough cutting.
4. Turf Trimming: Trim around trees, fences, walls, irrigation boxes and other similar objects to match the height and appearance of surrounding mowed turf growth. Trimming shall be performed on the same day that turf is mowed. Care shall be exercised to avoid girdling of tree trunks located in turf areas.
5. Repairing and Re-grassing of Turfed Areas: When any portion of the surface becomes gullied or otherwise damaged and grass has failed to grow, such areas shall be repaired with screened topsoil and replanted with grass. Any area of one-foot square or more in which grass has failed to grow after 30 days of maintenance shall be re-grassed.
6. Post Fertilizer Application: Precautions shall be taken to contain fertilizer application in the targeted plantings or turf areas and to prevent their deposition into drainage structures, ocean and onto paved areas.



7. Turf Growing Area: Trees located in turf areas shall be maintained with a growth free clearance of 12 – inches from the tree trunk base. Organic mulches shall be installed at growth free areas. The use of mechanical weed whips to accomplish the turf growth free bed area is prohibited.

C. Planter Bed Maintenance:

1. Planter bed shall be weeded, fertilized, dead flower stalks and seed heads removed, and mulch levels maintained. A plant bed is defined as an area comprised of trees, shrubs, vines and ground cover, excluding turf. Planter beds shall be kept weed, turf and pest free.
2. Herbaceous and woody ground cover shall be trimmed, pruned, irrigated and fertilized to present a healthy and manicured appearance. Ground cover will not be allowed to encroach into turf areas. A definite break shall be maintained between turf and ground cover.
3. Contractor shall be qualified to identify all common diseases. Planting areas shall constantly be monitored for diseases and affected plants shall be properly treated.

D. Tree Maintenance (Kolowalu Park and Queen Street extension tree wells):

Tree maintenance shall include adjustment of water, fertilizing, pest control, pruning for health and safety and leaf fall cleanup. All trees within the project boundaries (which include the tree wells on the Queen Street Extension), regardless of caliper, shall be selectively pruned for safety and health reasons. The work shall include but not be limited to the trimming of dead branches, insect infested branches, dry branches, broken stubs, drooping and excessively heavy branches, clearing of excessive growth, obstructing branches to driveways, street lights, roadways, walkways, fence lines, utility lines, etc. Remove branches that obstruct traffic signs. Provide clearance for vehicles along parking areas and streets. Tree branches shall be trimmed to maintain a clear space below. Height (measured from the ground directly below the affected branch) of the space shall be fifty percent (50%) of the tree height or ten (10) feet, whichever is lower.

Trees will require semi-annual pruning.

E. Pruning:

In all pruning operations, be sure that cuts are flush with the branch or trunk from which they are removed. When pruning, always make the major cuts first, and then even-up the remaining plant. Use a thinning



technique when removing the older growth from the base of the plant and be careful not to make all the cuts on one side of the plant. Remove the older branches at evenly spaced intervals, so that when pruning is finished, the plant will still retain its natural graceful shape. When the base pruning has been completed, it may be necessary to remove a few small branches at the top, and occasional larger branches to keep the plant in good form.

1. Shrubs: All woody plants massed in beds and not pruned into a hedge shall be hand-pruned using a thinning technique to maintain the natural habit indicative of the species. Cuts shall be made above an out-facing bud or branch and all cuts shall be hidden. Shrubs shall be pruned by hand as necessary to maintain a neat and trim appearance. Shrubs such as Bougainvillea and Hibiscus should be pruned with shears to establish and maintain a uniform coverage and height. Groundcover shall be maintained 4" - 6" away from the trunks of all trees and shrubs always.
  2. Hedges: Hedges shall be maintained at an exact and equivalent height for the entire length of the hedge and shall be shaped with the bottom of the hedge slightly wider than the top.
  3. Trees: Trees shall be pruned in accordance with landscape industry standards and guidelines published by the University of Hawaii at Manoa, College of Tropical Agriculture and Human Resources. Structural pruning of all trees shall only be performed after notifying the HCDA to discuss type of pruning, percent of canopy to be reduced and maximum cut size. All tree pruning shall be completed under the direct supervision of an on-site Certified Arborist.
  4. Any trees or shrubs that are pruned contrary to these specifications to the point that aesthetic damage is suffered, and/or the health of the plants is jeopardized, shall be replaced entirely at the Contractor's expense with plants of equivalent size and character.
  5. The Contractor shall trim and prune trees that are overgrown or are in direct conflict with pedestrian and vehicular traffic upon notification by HCDA. The Contractor shall be knowledgeable regarding the species of trees to be pruned, considering the characteristics of the trees, and shall prune the trees accordingly.
- F. Replacement of Plant Materials: Should plant materials die, the Contractor shall be responsible to replace the plant material within seven (7) calendar days. Plant material replaced shall be with equivalent or higher quality plant materials. HCDA shall approve the plant material prior to installation. Replacement of plant material shall be at no additional cost





to the HCDA unless the plant was damaged due to storms, vandalism or negligence by others.

- G. Maintaining in Good Health all Landscaping: Kolowalu Park has the following landscaping. The quantities listed below are approximations. Offerors shall be responsible for preparing their respective offers including conducting an on-site visit to confirm the locations and quantities of all plants, groundcovers, and trees covered under this contract.

<u>Plant Type</u>	<u>Quantity</u>
(1) 'Akoko	24
(2) Golden Eldorado	76
(3) Koki'o Ke'oke'o	48
(4) Na'u	5
(5) Naupaka	26
(6) Spider Lily	80

<u>Groundcovers</u>	<u>Quantity</u>
(1) 'Akia	437 sq ft
(2) El Toro Turf Grass	65,720 sq ft
(3) Kupukupu	380 sq ft
(4) Laua'e	10,950 sq ft
(5) Pohinahina	2,375 sq ft
(6) 'Uki'uki	150 sq ft
(7) Walking Iris	520 sq ft
(8) Wheeler's Dwarf Tobira	800 sq ft

<u>Tree Type</u>	<u>Quantity</u>
(1) Gold Tree	14 ea
(2) Kou	12 ea
(3) Milo	10 ea
(4) Munroidendron racemosa	2 ea
(5) Narra	10 ea
(6) Singapore Plumeria	4 ea
(7) Queen White Shower Trees	5
(8) Loulu Lelo	5
(9) Macarthur Palm	32
(10) Royal Palms	2
(11) Triangle Palms	3
(12) King Sago Palms	5

Queen Street Extension has 16 tree wells containing Queen White Shower trees. Offerors shall be responsible to prepare their offers by conducting an on-site visit to confirm the locations and conditions of these trees.



- H. Pest and Disease Control: The Contractor shall be aware of the potential insect pests and diseases and shall conduct weekly regular and thorough inspections of all landscaping and treat as necessary using products and methods that target the insect pest with minimal residue effects. A broad spectrum and selective insecticide program shall be instituted and administered by a certified pesticide applicator in accordance with all federal, state and county regulations.
- I. Maintenance of Irrigation System: The irrigation system consists of all sprinkler systems that service the Park. Irrigation repair work shall be performed or supervised by a person possessing a current C-27 specialty contractor license. Irrigation work covered by the contract is as follows:
1. The Contractor shall maintain and repair the irrigation system and immediately notify HCDA of any issues/problems.
  2. Maintenance of the irrigation system includes, but is not limited to, inspection and adjustment of irrigation valves, sprinkler heads, backflow prevention devices, automatic controller and enclosure.
  3. Contractor shall check to ensure that all sprinkler heads are directed toward landscaped areas and shall adjust sprinkler heads to minimize overspray onto any pavement and concrete walkways.
  4. Contractor shall inspect the irrigation system on a daily basis, excluding weekends and state holidays, to determine potential damage or vandalism to the irrigation system. The inspections shall include but not be limited to identifying any visible water leaks and cleaning and locating any damaged sprinkler heads. Repairs and adjustments shall be made accordingly.
  5. Contractor shall conduct a monthly test of the irrigation system including but not limited to:
    - a. Setting the manual test mode for each irrigation controller to verify that the irrigation control valves and the sprinklers are operating properly within the irrigation zone; and
    - b. Identifying any electrical faults found during this inspection.
  6. The Contractor shall submit a monthly irrigation report summarizing the daily inspection and the monthly test runs, as well as any repairs made during the month. Progress payments may be withheld if monthly irrigation reports are not submitted to HCDA.
  7. Replacement of irrigation equipment shall be of the same manufacturer and model. Any substitution of products shall require written approval of HCDA. Replacement of faulty or damaged irrigation equipment, valves, pipes, and sprinkler parts, not attributed to the Contractor's negligence or improper care, will be



charged, itemized and paid for under the appropriate allowance line item of the Contract. Such work shall be performed only at the direction and/or preapproval of the HCDA Point of Contact or her designated representative. The Contractor shall provide appropriate invoices and labor charges to support any payment under the irrigation system and equipment repair allowance.

- J. Clean-Up: All areas, including planting areas, plant materials, sidewalks, gutters, and paved areas shall be kept clean always. The Contractor shall remove and dispose of all trash including cigarette butts, sticks, natural debris such as soil, sand, rocks and gravel, withered flower buds, seed pods, leaves, etc. from all landscaped areas, including ground cover beds during every visit. All leaves and debris must be removed from all lawn and ground cover areas before mowing, including leaves, twigs, fruit and branches that drop.
- K. Maintenance of Park Benches, Tables, and Playground Equipment: Inspect all park benches, tables, and playground equipment on a regular basis and make all necessary repairs to keep equipment safe and functional. Paint over any graffiti and keep all equipment in an aesthetically pleasing condition. This work will be paid under the allowance line item of the Contract after services are performed. Such work shall be performed only at the direction and/or preapproval of the HCDA Point of Contact or her designated representative.
- L. Maintenance of Park Lighting: Contractor shall replace burnt light lamps and bulbs with new energy efficient LEDs. This will be paid under the allowance line item of the Contract after services are performed. Such work shall be performed only at the direction and/or preapproval of the HCDA Point of Contact or her designated representative. Typical LED specifications are:
1. 50,000 hours minimum rated lamp life
  2. U.L recognized with equivalent or better foot candle reading
  3. Meet Hawaii Energy's (a conservation and efficiency program under contract with the Hawaii Public Utilities Commission) rebate qualifications below:
    - a. LED product must have good LM79 and LM80 test results.
    - b. LED product must have good 1000-hour test results under the LM79
    - c. 3-year manufacture warranty.
    - d. UL listed



Or if they do not have any LM test, it must have these guidelines:

1. UL listed
2. 5-year manufacture warranty.

## **2.2 WORK SCHEDULE SUMMARY**

All grounds maintenance work shall be performed between the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. No work shall be performed on weekends and on State holidays.

### **A. Services Required Daily (not including weekends and State Holidays)**

1. Water plants and all landscaped and grass areas.
2. Remove and dispose of all ground rubbish, debris, dead plants and other unwanted materials along fence lines, sidewalks, roadside curbs and gutters.
3. Bag and remove debris on walkways.
4. Spot clean tables & benches

### **B. Services Required Every 2 Weeks**

1. Cut grass.

### **C. Services Required Quarterly**

1. Inspect and report status of the three (3) drain inlets.

### **D. Services Required Semi-Annually**

1. Remove debris from three (3) drain inlets.
2. Prune trees within Kolowalu Park and Queen Street Extension tree wells.

## **2.3 PERFORMANCE OF WORK**

- ### **A. The Contractor shall perform all specified grounds maintenance tasks in a safe manner in accordance with all City, State and Federal laws.**





1. All equipment and materials used in the performance of Contractor's Scope of Work shall cause no hazards or dangers to the properties or park visitors and shall not produce excessive noise or noxious fumes beyond normal function.
  2. All personnel employed by the Contractor shall be thoroughly trained and wear company uniforms as supplied by the Contractor. The Contractor shall be responsible for all safety training of its employees and its subcontractors.
  3. All work performed by Contractor shall be performed in a manner safe to the public and employees. Equipment shall be operated in accordance with manufacturer's instructions and in a safe manner with all appropriate safety devices in place and operational. Safety and Health Administrator (OSHA) or Division of Safety and Health (DOSH) approved safety gear shall be worn by workers at all times when operating power equipment.
  4. The Contractor shall provide qualified supervision to direct all contracted personnel and maintenance operations always.
  5. The Contractor shall have on-staff and in a supervisory role for maintenance personnel a Certified Landscape Technician (CLT) exterior, including certifications in at least one of the four testing sections: Turf Maintenance, Ornamental Maintenance, Softscape (landscaped areas) installation and Irrigation.
  6. All work shall be performed by trained, properly supervised personnel in accordance with the highest level of accepted grounds maintenance standards and horticultural practices.
  7. Materials shall always be applied in strict accordance with manufacturer's directions. Where alternate products are available, the Contractor must present optional products to the HCDA to compare environmental impacts of each product.
- 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 operations.
  2. Rubbish and landscape debris such as clippings and trimmings shall be removed from the site at the end of each day at the Contractor's expense.
  3. The Contractor shall submit a detailed monthly inspection/completion report for presentation to the HCDA upon



request. This report is to document precisely all work performed, by specific location, for the HCDA's records including date, number of employee hours and all equipment and materials used.

Payments may be withheld if the detailed monthly inspection reports are not submitted to HCDA upon request.

4. The Contractor shall be responsible for the repair of all damage resulting from his or her activities while working on site. Such repair may consist of re-sodding affected areas and maintaining the areas until sod is established, replacement of plant material, irrigation repairs, etc. at no additional cost. If the Contractor is not able to make all required repairs, the HCDA shall contract for the repairs necessary and deduct the costs from the Contractor's next month invoices.
5. All existing and new plant material shall be replaced at the Contractor's expense if the death or damage of the plant was caused negligence or a direct act by the Contractor. Plant material shall be replaced by Contractor and billed to, and paid by, the HCDA if the death or damage occurred outside of the Contractor's control. All replacement plant material shall be in excellent health and acclimated. It shall be of type and habit indicative of the species and shall be of the same size, type, and habit as the plant being replaced, unless otherwise determined by the HCDA. The HCDA reserves the right to select, examine, and inspect all replacement plant materials and to reject any material determined to be unacceptable.
6. The Contractor shall provide and use all applicable safety and warning equipment including, but not limited to, temporary signage, lights, flagmen, etc., always while working on this contract. Any safety feature shall not be removed from the equipment. All vehicles must not exceed the posted speed limit and must obey all traffic laws and regulations.
7. The Contractor shall provide a list of phone numbers of personnel who can be contacted in case of an emergency. The Contractor shall also provide personnel, equipment, and materials to repair or replace any damaged items of work. The Contractor shall provide initial response to call-out within one hour of call-out and have personnel on-site within three hours of initial notification for emergency work.
8. The Contractor shall, always during the performance of the Scope of Work, maintain good order among its employees and shall ensure compliance with all park rules and regulations. Courtesy shall be extended to all park users always.



- C. The Contractor shall at all times comply with Hawaii State Department of Health, Hawaii State Department of Agriculture, and Federal U.S. Department of Agriculture laws and regulations Governing Commercial Application of Pesticides.
  - 1. Any and all persons employed or retained by the Contractor to perform pesticide application, shall be licensed or directly supervised by a licensed applicator. All licenses shall be for commercial application and shall be updated with the current category. Licensed applicator shall have training and experience in ornamental and turf pest control.
  - 2. Upon completion of each chemical application, the applicator shall record all information on a data sheet and submit monthly to the HCDA.
  - 3. The Contractor shall comply with all Federal, State and County environmental laws and regulations regarding the control of dust, noise and hazardous materials.
- D. The Contractor shall not perform work in this Contract without the prior request and approval by HCDA.
- E. Within (10) days after the award of the contract, the Contractor shall submit for HCDA's review and approval, a detailed Grounds Maintenance Work Plan ("Work Plan") which shall identify operations and tasks, including the frequency of tree trimming and the application schedules of all chemicals to be used.

## **2.4 WORK BY OTHERS**

HCDA may permit others to perform work during the term of this Contract. The Contractor shall not obstruct or interfere with the work performed by other vendors. The Contractor shall coordinate with the other vendors (directly or through the CA) to determine when their work may be scheduled.

## **2.5 INSPECTION**

- A. Prior to commencement of the contract, the Contractor and HCDA shall conduct a joint inspection of the Park to define and establish the weed free level of acceptability of the lawn areas.
- B. Monthly inspections may be held at the Park. The Contractor or its designated representative shall be present at each inspection.



- C. At each inspection, the Contractor shall have verified that all landscaped areas are free of weeds, neatly cultivated and raked. Lawns shall be neatly cut, and all clippings removed.
- D. If, after inspection, the HCDA determines that all work has been performed in accordance with the specifications, the HCDA shall confirm its acceptance of the work and shall process the monthly payment. If all or portions of the work are not acceptable under the terms and intent of the Specifications, the monthly payment may be withheld until that work is completed or corrected to the satisfaction of HCDA.
- E. The HCDA reserves the right to conduct periodic and unscheduled inspections at any time to observe and evaluate the progress of work.





## SECTION THREE

### SPECIAL PROVISIONS

#### **3.1 TERM OF CONTRACT**

The initial term of contract shall be for the thirty-six (36) month period commencing from the official date on the Notice to Proceed.

#### **3.2 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 then current contract price, subject to any price increase allowed by the contract.

#### **3.3 BIDDER QUALIFICATIONS**

To assure the HCDA that the Bidder can perform 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 five (5) consecutive years of experience in the performance of landscape maintenance work like 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. **Licenses.** At time of bid submittal, Bidder shall possess a valid State of Hawaii C-27 specialty contractor license and the required business and tax licenses to conduct business in the State of Hawaii. Both the Contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon. Any unlicensed Bidders proposal shall be deemed non-responsible and shall be disqualified.
- C. **Certifications.** The Contractor shall have at least one (1) employee assigned to the project and in a supervisory role who is: a) a Certified Landscape Technician ("CLT") for the exterior, including certifications in at least two (2) of the four (4) testing sections: Turf Maintenance, Ornamental Maintenance, Softscape (landscaped areas) installation and



Irrigation; or b) a Certified Landscape Professional ("CLP"). Certifications must be maintained throughout the entire duration of the contract period.

- D. **Evidence of applicable Licenses.** Certification(s) and or certificate of training completion for the Contractor 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.
- E. **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. Award(s) shall not be made to any Bidder not meeting this qualification requirement. All Bidders shall list contact information for its local office and/or responsible individuals who can be contacted by the HCDA on matters concerning this solicitation on the appropriate Bid Form page.

**Award will not be made to any Bidder failing to meet ALL the above qualifications.** Failure to meet these qualification requirements shall result in rejection of the bid. Further, satisfaction of these requirements must be maintained by the Contractor during the entire contract period.

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

### **3.4 PRE-BID CONFERENCE, ADDENDA, 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. 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.

Addenda may periodically be issued that may increase or decrease the scope of work or contract time, provisions or conditions. Bidders are responsible for the information contained in the addenda or bid clarification.

Bidders discovering an ambiguity, inconsistency or error when examining the bidding documents, the site and/ or local conditions, or Bidders with questions or clarification requests shall submit their written requests under the Question/Answers Section through HiePRO. All written questions will receive a written response from the HCDA that will be published through HiePRO.



Questions submitted via e-mail and facsimiles transmission shall not be accepted.

### 3.5 PRE-BID SITE INSPECTION

Prior to submittal of a bid, Bidder shall visit the park 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 and 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.

### 3.6 BID PREPARATION

- A. BID FORM-1. Bidders are requested to submit its bid using their exact legal name, as registered with the State of Hawaii, Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Bid Form-1. Failure to do so may delay proper execution of the contract.

The signed Bid Form page -1 shall indicate Bidder's intent to be bound.

- B. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Bidders are advised that the gross receipts derived from this solicitation are subject to the 4.5% general excise tax (GET) imposed by Chapter 237, HRS, and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the use tax (currently ½%) imposed by Chapter 238, HRS.
- C. Hawaii General Excise Tax License. Bidders shall submit their current Hawaii GET I.D. number in the space provided on Bid Form-1, thereby attesting that the Bidder is doing business in the State and will pay such taxes on all sales made to the State.
- D. Bid Price. The bid price shall include all supervision, labor, equipment, tools, supplies, materials, services, 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, where indicated.



- G. References. Bidder shall list on the appropriate Bid Form page 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 like those required by this IFB.
- H. Wage certificate. Bidder shall complete and submit a Wage Certificate 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. Repair Allowance. Contractor may be required to perform additional work. Such work shall be performed only at the direction and/or preapproval of the CA. The Contractor shall be reimbursed for allowance items after services are performed. An allowance amount of **FIFTEEN THOUSAND DOLLARS (\$15,000)**/year for General Repair will be added to the TOTAL ANNUAL SUM BID when the Contract is prepared.

### 3.7 SUBMISSION OF BID

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

Bidders must complete and submit Bid Forms BID-1 to BID-6, a copy of Contractor's License, and copies of CLT or CLP certifications. 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. Bids received without the proper attachments through HlePRO shall be rejected and not be considered for award.**

### 3.8 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

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





### **3.9 DISQUALIFICATION OF BIDS**

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 demonstrate 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.

### **3.10 AWARD OF CONTRACT**

Award, if made, will be to the responsive, responsible Bidder submitting the lowest total sum bid price for the Basic Bid. Should HCDA decide to include the additive portion, then the award will be made to the Bidder submitting the lowest total sum bid price for the Basic Bid and the Additive bid price. Bidder is required to bid on every line item specified on the Bid Form page(s) to be considered for award.

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

- A. withdrawn its bid after HCDA has opened the bids; or,
- B. been awarded a contract but did not perform for the primary contract term.

In the event the total sum bid of all bidders 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 reducing the scope of work through negotiation.

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.

### **3.11 EXECUTION OF CONTRACT**

The HCDA shall forward to the successful Bidder a formal contract to be signed by the Bidder and returned within ten (10) calendar days or as may otherwise be allowed by the HCDA. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the HCDA upon execution of the contract by both parties.

### **3.12 PERMITS, LICENSES, AND TAXES**

The Contractor shall procure all necessary permits and licenses, during the original or extended contract term, pay all applicable 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.

### **3.13 NOTICE TO PROCEED**

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

### **3.14 RESPONSIBILITY OF BIDDERS**

Bidder, if determined to be qualified and submitting the lowest responsive bid, is required to submit a "Certificate of Vendor Compliance" as proof of compliance with the requirements of §103D-310(c), HRS. This involves evidence of the following:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

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

#### **Hawaii Compliance Express**

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

Vendors/contractors/service providers should register with (HCE) prior to submitting a bid at <https://vendors.ehawaii.gov>. The annual registration fee is **TWELVE DOLLARS (\$12.00)** and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.



**3.15 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.

**3.16 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 his/her employees are to perform under this contract is similar to work performed by public employees, attached are class specifications for the public employee positions that perform landscape maintenance services. Effective June 1, 2018 (BC-02, BC-05, and WS-02) and July 1, 2018 (F103) the basic hourly wages paid to these State positions are:

<b>Class</b>	<b>Hourly Rate</b>
Groundskeeper I (BC-02)	\$19.32/hour
Groundskeeper II (WS-02)	\$20.66/hour
Grounds Maintenance Supervisor I (F-103)	\$23.00/hour
Sprinkler System Repairer (BC-05)	\$21.48/hour

(See Attachment 3 for Position Class Specifications)

Accordingly, Bidder shall consider the aforementioned wage rates when preparing its quote. Bidder shall also submit a signed wage certificate as an attachment on HlePRO.



### **3.17 PAYROLL AFFIDAVITS**

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

### **3.18 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, including its subcontractor(s) 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** \$1,000,000 per occurrence and \$2,000,000 in aggregate





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 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, 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 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.

### **3.19 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:

- A. 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.
- B. 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.
- C. Request for increase must be made in writing to the HCDA on a timely basis.
  - 1. 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.
  - 2. 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 Contract Administrator 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 forming 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.

### **3.20 INVOICING**

Contractor shall submit an **original and three (3) copies of the monthly invoice**, which includes the contract number and project name to:

Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813

Contractor shall identify separate charges for Additional Work and Repair and Maintenance Work.

A "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be required for final payment.

### **3.21 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.

### **3.22 SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this IFB to any subcontractor unless the CA has given written approval. The HCDA reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The HCDA also reserves the right to condition its approval of any subcontractor on the subcontractor's compliance with terms and conditions contained herein. The primary contractor will be the sole point of contact with regard to contractual matters, including



payment of all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

### **3.23 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.

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### **3.24 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.

### **3.25 REMOVAL OF CONTRACTORS'S EMPLOYEES**

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

### **3.26 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 AG008 103D General Conditions herein, in addition to the recourse stated in Section 13 of the AG008 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 to the Contractor, the difference between the price named in the contract and the actual cost thereof to the HCDA. If money due to 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.





**3.27 LIQUIDATED DAMAGES**

Liquidated damage is fixed at the sum of TWO HUNDRED DOLLARS (\$200.00) for each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor. Refer to Section 9 of the General Conditions.

**3.28 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS**

The solicitation may be cancelled, 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.

