

DEPARTMENT OF HAWAIIAN HOME LANDS
STATE OF HAWAII

November 26, 2014

ADDENDUM NO. 1

TO

PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

**MAINTENANCE OF PIILANI MAI KE KAI SUBDIVISIONS, PHASES I AND II, AND
ANAHOLA RESIDENCE LOTS, FIRST AND SECOND INCREMENTS**

IFB NO.: IFB-15-HHL-004

ANAHOLA, COUNTY OF KAUAI, HAWAII

NOTICE TO ALL PROSPECTIVE BIDDERS

This addendum is hereby made a part of the PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND for the MAINTENANCE OF PIILANI MAI KE KAI SUBDIVISIONS, PHASES I AND II, AND ANAHOLA RESIDENCE LOTS, FIRST AND SECOND INCREMENTS, ANAHOLA, COUNTY OF KAUAI, HAWAII, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



Sandra Pfund, Administrator
Land Development Division

Date November 26, 2014

Please detach, execute, and return immediately, the receipt below, to the Department of Hawaiian Home Lands, P. O. Box 1879, Honolulu, HI 96805, or transmit facsimile to (808) 620-9299.

Receipt of Addendum No. 1 for the MAINTENANCE OF PIILANI MAI KE KAI SUBDIVISIONS, PHASES I AND II, AND ANAHOLA RESIDENCE LOTS, FIRST AND SECOND INCREMENTS, ANAHOLA, COUNTY OF KAUAI, HAWAII, is hereby acknowledged.

Signed _____

Title _____

Firm _____

Date _____

ADDENDUM NO. 1
NOVEMBER 26, 2014

TO

PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

**MAINTENANCE OF PIILANI MAI KE KAI SUBDIVISIONS, PHASES I AND II, AND
ANAHOLA RESIDENCE LOTS, FIRST AND SECOND INCREMENTS**

ANAHOLA, COUNTY OF KAUAI, HAWAII

IFB NO.: IFB-15-HHL-004

ITEM NO. 1 – QUESTIONS AND CLARIFICATIONS

1. Q: What type of license will be required for this project:
A: A Landscaping C-27 license.
2. Q: Is a bid security required?
A: Yes a bid security is required. (See Instructions for Bid Submittal, Page 4, Item E)
3. Q: Will DHHL be requiring a payment and performance bond for this project?
A: No, DHHL will not be requiring a payment and performance bond for this project.

ITEM NO. 2 PRE-BID MEETING AND SITE VISIT MINUTES

1. A Pre-bid meeting was held at the State of Hawaii Conference Rooms A, B, and C, State Office Building 3060 Eiwa Street, Second Floor, Lihue, HI 96766 on November 12, 2014 at 10:00 am. The meeting minutes and sign-in sheet are attached to ADDENDUM No. 1.
2. A Site Visit was conducted after the Pre-bid meeting at Piilani Mai Ke Kai. The meeting minutes includes questions from the site visit.

ITEM NO. 3 TECHNICAL SPECIFICATIONS

Replace the entire “TECHNICAL SPECIFICATIONS” with the attached **TECHNICAL SPECIFICATIONS ADDENDUM NO. 1 (November 26, 2014)**. The additions are highlighted in yellow.

ITEM NO. 4 BID OFFER FORM

Replace the entire “BID OFFER FORM” with the attached **BID OFFER FORM ADDENDUM NO. 1 (November 26, 2014)**.

ITEM NO. 5 BID OPEN DATE

1. The Bid Opening date has been changed, the new bid opening date is 2:00 pm Tuesday, December 9, 2014 at Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, HI 96707.
2. Due to the new bid open date the following dates have changed:
 - Notice of Intention to Bid due Friday, November 28, 2014 at 2:00 pm
 - Standard Qualification Questionnaire for Offerors due Friday, November 28, 2014 at 2:00pm
 - Last Addendum, if any, will be published on Monday, December 1, 2014.

**Maintenance of Pi'ilani Mai Ke Kai Subdivisions, Phases I and II, and Anahola
Residence Lots, First and Second Increments**
IFB-15-HHL-004
Minutes of Pre-bid Informational Conference

Date: November 12, 2014
Time: 10:00 am
Location: Kauai District Office
State of Hawaii Conference Rooms A, B & C
State Office Building
3060 Eiwa Street, Second Floor
Lihue, HI 96766

LIST OF ATTENDEES

State of Hawaii, Department of Hawaiian Home Lands
Bill South
Kehaulani Quartero

INTRODUCTION:

Bill South, DHHL called the meeting to order and welcomed everyone to the pre-bid conference. Bill stated that the purpose of this meeting was to:

- To provide potential bidders with a project overview and job site visit.
- To review procurement requirements and allow potential bidders to ask questions and obtain clarification on the bid documents. A written summary of this pre-bid conference will be issued to all plan holders as an Addendum.
- Requests for clarifications and any questions after this meeting shall be made in writing and faxed to 808-620-9299, no later than 12:00 pm, November 21, 2014, written response to requests will be issued to all plan holders via addenda.

SCOPE OF WORK:

Bill reviewed with potential bidders the following scope of work. The Selected Contractor shall furnish all labor, equipment, cleaning supplies, materials and supervision to satisfactorily maintain approximately 30 acres in various locations within Pi'ilani Mai Ke Kai Subdivision, Phases I and II, and Anahola Residence Lots, First and Second Increments.

Pi'ilani Mai Ke Ka Subdivision, Phase I

1. On a 3 month basis – mowing/trimming of Lot 10, Lots 40-41, Lots 44-55, Lot 57, Lot 59, and Lots 61-65 (approximately 5 acres). Trimmed/mowed vegetation should be 3" to 6" in height. (MAP 1, MAP 2)

2. On a 3 month basis, mowing/trimming and debris removal in concrete ditch "A", concrete ditch "B", concrete ditch "C", and Concrete Ditch "D" (MAP 3, Map 4).
3. On a 6 month basis – mowing/trimming of Detention Basin at intersection of Holoikalapa Street and Ehukai Road (approximately 6 acres). Cut to top of grassed earth berm (as indicated on drawing). Trimmed/mowed vegetation should be 3" to 6" in height. (MAP 5)
4. On a 6 month basis – mowing/trimming and debris removal at Drain Outlet "E", including around gate to the guard rail at the intersection of Holoikalapa Street and Ehukai Road. Cut at least 20' beyond the guard rail and drain outlet. Trimmed/mowed vegetation should be 3" to 6" in height. (MAP 5)
5. On a 6 month basis – mowing/trimming and debris removal at Drain Outlet "F" at the intersection of Pilipoli Road and Ehukai Road. Include guard rail and area around existing silting basin. Cut at least 20' beyond guard rail and silting basin. Trimmed/mowed vegetation should be 3" to 6" in height. (MAP 6)

Pi'ilani Mai Ke Ka Subdivision, Phase II

1. On a 3 month basis - Mowing/trimming of the residential Lots 89 through lots 139, inclusive (approximately 16 acres). Trimmed/mowed vegetation should be 3" to 6" in height. Trim an additional 10' wide swath along outside perimeter of chain-link security fences (exclude Lots 94 – Lots 105 which already have residences). This area should be trimmed 3" to 6" in height. (MAP 7)
2. On a 3 month basis - Clean and remove debris in concrete drainage ditch backing lots 132 to 139. (MAP 7)
3. On a 3 month basis – Mowing/trimming of 20' wide swath along Laula Street, both sides of street from Holoikalapa Street to 42" Drain Outlet "A". (MAP 8)

Anahola Residence Lots, First and Second Increments

1. On a 12 month basis – mowing/trimming and debris removal from irrigation ditch starting at Kuhio Highway and ending at Mahuahua Road (ditch located between Lots 61 and 62, Lots 4 and 5, Lots 75 and 76, and Lots 61 and 62. Vegetation should be trimmed to 3" to 6" in height. (MAP 9)

PROCUREMENT REMINDERS:

Kehaulani reviewed with potential bidders present the following procurement reminders:

- This project is not tax exempt. Your bid proposal must be inclusive of General Excise Tax.
- This project is subject to Chapter 104 HRS, Department of Labor and Industrial Relations (DLIR) prevailing wages and salaries.
- After bid opening and prior to award of the contract, the Department shall verify compliance with Sections 103D-310 and 103D-328 HRS via Hawaii Compliance Express (HCE) for the bidder and all subcontractors. Therefore the bidder and all subcontractors must be registered with HCE. Instructions for registration are at the HCE website:
<http://vendors.ehawaii.gov>.
- Failure by the bidder and/or any subcontractor to rectify a non-compliant status within ten business days of notification will be considered as sufficient for the disqualification of the bidder and rejection of its proposal.
- Section 103-55.6 HRS - Apprenticeship Agreement Preference. Estimated value of this project is less than \$250,000, therefore this preference shall not apply.

COMPLETION SCHEDULE:

- Time of Performance : 24 months from Notice to Proceed

QUESTIONS/ANSWERS ISSUED BY ADDENDA:

Kehaulani stated that any questions should be submitted in writing and the answers will be issued in an addendum.

- Written answers to questions will be provided to all plan holders via addenda on the DHHL website; any verbal responses by the Department and Consultant shall not be binding.
- Interested bidders are responsible to check the DHHL website for issuance of any addenda.

DEADLINES:

Kehaulani reviewed the following deadlines:

- The Submittals and Deadlines Table included in the pre-conference agenda was incorrect . The correct dates are contained in the following table.

SUBMITTAL	DEADLINE
Hawaii Products Preference Request	2:00 pm, November 10, 2014
Request for Substitutions & Written Questions	4:00 pm, November 21, 2014
Notice of Intention to Bid	2:00 pm, November 25, 2014 Addendum No.1 modification November 28, 2014
Issuance of Addenda <ul style="list-style-type: none"> • Interested bidders are required to check the DHHL procurement website for any Addenda issued. 	4:00 pm, November 24, 2014 Addendum No. 1 modification December 1, 2014
Standard Qualification Questionnaire <ul style="list-style-type: none"> • SQQ submittals for previous projects <u>not</u> valid 	2:00 pm, November 25, 2014 Addendum No. 1 modification November 28, 2014
Bid Opening <ul style="list-style-type: none"> • Sealed bids are due by 2:00 pm, according to DHHL's Hale Kalaniana'ole's time clock. Bids will be received at DHHL's Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, HI 96707. • Bids will be opened shortly and read aloud thereafter in a conference room to be determined. Bidders may attend. • Bids submitted after 2:00 pm on December 5, 2014 will not be accepted nor opened, and will be returned. • Bid Forms included in IFB package. 	2:00 pm, December 5, 2014 Addendum No. 1 modification December 9, 2014
Award of contract will be made to the lowest responsible and responsive "Total Sum Bid", approximately two weeks following bid opening and after certification of the bid tabulation.	

Bill opened the floor for any questions the potential bidders might have. The following questions and their answers are as follows:

Question: There is a shed in one of the ditches and at other places the hedges are hanging over into the ditch. Is it the contractor's duty to remove the shed and cut back the hedges that are hanging over the fence?

Answer: DHHL will have the homeowner move it, however if the homeowner does not move it the contractor may have to remove it as an allowance item.

Question: Is there any contractor taking care of the landscape maintenance currently?

Answer: No, there is currently no one doing the landscape maintenance.

Question: In Phase II, Map 7 Please clarify if cutting is just up to the pavement?

Answer: Yes, cut up to the pavement, also for Map 1 and Map 2.

Question: For the concrete ditches does the contractor clean from concrete to concrete?

Answer: Yes the ditches are to be cleaned concrete to concrete.

Question: Does the contractor have to remove all of the vegetation after cutting?

Answer: Any vegetation cut that can be mulched can be left on the lot. Any items that are not vegetation must be disposed of at the appropriate refuse center.

At 10:18 am the meeting was adjourned by Bill and everyone was invited to join us at the site for a site inspection.

SITE VISIT QUESTIONS:

Question: Phase II, Map 7 does the contractor cut everything to the pavement?

Answer: Yes

Detention Basin – Map 5

Question: For the concrete drainage on right of property how far does it extend to the other side.

Answer: Cut a minimum of 10' wide swale running parallel on the southwest side of existing Drain Outlet "E". Then, cut per notations on Map 5

Ditch on Manamana Road

Question: How do we handle trees, excess growth in concrete ditches – Map 9

Answer: Trim trees enough to provide unobstructed flow in ditches.

NOTES:

Map 1

- Exclude Lot 40 on Map 1. It is presently being used by Habitat for Humanity as a staging area. A dust fence surrounds the lot.

Map 8

- Please note that Drain Outlet "A" on Map 8 is at the bottom of a fairly steep incline. All trimming will have to be done by hand trimmer.
- The triangular depression beyond the intersection of Laekuaehu Street and Laua Street will not be a part of the contract.

DEPARTMENT OF HAWAIIAN HOME LANDS

PRE-BID CONFERENCE SIGN IN SHEET

Wednesday, November 12, 2014

10:00 A.M. State of Hawaii Conference Rooms A and B, State Office Building, 3060 Ewa St., 2nd. Flr., Lihue, HI 96766

IFB NO.: IFB-15-HHL-004

Maintenance of Piilani Mai Ke Kai Subdivision, Phases 1 & 2, and Anahoia Residence Lots, First and Second Increments

NAME	FIRM	E-MAIL ADDRESS	PHONE
Paul Ngatu	Waile'a Trees and Landscape Prof.	waileatrees - landscape @ yahoo.com	808 215 1103
Abby Santos	NO KAO Landscape Services	abby@nokolandscaping. com	645-0710
MICHELLE SWARTZMAN	NOAHOAANI LANDSCAPE	nohonanilandscaping@live.com	808) 635-4387 (808) 212-6350
Kehaulani Quartero	DHHL	kehaulani.a.quartero@hawaii.gov	808-620-9284
Bill South	DHHL	William.T.South@ hawaii.gov	808-620-9288
HAROLD EDWARDS	ITC WATER MGT, INC.	harold@itcwater. com	808-630-1738

DEPARTMENT OF HAWAIIAN HOME LANDS

PRE-BID CONFERENCE SIGN IN SHEET

Wednesday, November 12, 2014

10:00 A.M. State of Hawaii Conference Rooms A and B, State Office Building, 3060 Eiwa St., 2nd. Flr., Lihue, HI 96766

IFB NO.: IFB-15-HHL-004

Maintenance of Piilani Mai Ke Kai Subdivision, Phases 1 & 2, and Anahola Residence Lots, First and Second Increments

NAME	FIRM	E-MAIL ADDRESS	PHONE
Bill Hewetson	ITC	bill.hewetson@ITCwater.com	808-9603780
MIKE FARRELL	ITC	"	"
Jimmy Toledo	Kauai Nursery	Jimmy@kauainursery.com	808-639-9519

LANDSCAPE MAINTENANCE OF PI'ILANI MAI KE KAI SUBDIVISION, PHASES
I AND II, AND ANAHOLA RESIDENCE LOTS, FIRST AND SECOND
INCREMENTS

Anahola, Island of Kauai

LANDSCAPE MAINTENANCE SPECIFICATIONS

General Scope of Work

The Selected Contractor shall furnish all labor, equipment, cleaning supplies, materials and supervision to satisfactorily maintain approximately 30 acres in various locations within Pi'ilani Mai Ke Kai Subdivision, Phases I and II, and Anahola Residence Lots, First and Second Increments.

Pi'ilani Mai Ke Kai Subdivision, Phase I

1. On a quarterly (once every 3 months) basis - mowing/trimming of Lot 10, Lots 40-41, Lots 44-55, Lot 57, Lot 59, and Lots 61-65 (approximately 5 acres). Trimmed/mowed vegetation should be 3" to 6" in height. (MAP 1, MAP 2)
2. On a quarterly (once every 3 months) basis, mowing/trimming and debris removal in concrete ditch "A", concrete ditch "B", concrete ditch "C", and Concrete Ditch "D" (MAP 3, Map 4).
3. On a semi-annual (once every 6 months) basis - mowing/trimming of Detention Basin at intersection of Holoikalapa Street and Ehukai Road (approximately 6 acres). Cut to top of grassed earth berm (as indicated on drawing). Trimmed/mowed vegetation should be 3" to 6" in height. (MAP 5)
4. On a semi-annual (once every 6 months) basis - mowing/trimming and debris removal at Drain Outlet "E", including around gate to the guard rail at the intersection of Holoikalapa Street and Ehukai Road. Cut at least 20' beyond the guard rail and drain outlet. Trimmed/mowed vegetation should be 3" to 6" in height. (MAP 5)
5. On a semi-annual (once every 6 months) basis - mowing/trimming and debris removal at Drain Outlet "F" at the intersection of Pilipoli Road and Ehukai Road. Include guard rail and area around existing silting basin. Cut at least 20' beyond guard rail and silting basin. Trimmed/mowed vegetation should be 3" to 6" in height. (MAP 6)

Pi'ilani Mai Ke Ka Subdivision, Phase II

1. On a quarterly (once every 3 months) basis - Mowing/trimming of the residential Lots 89 through lots 139, inclusive (approximately 16 acres). Trimmed/mowed vegetation should be 3" to 6" in height. Trim an additional 10' wide swath along outside perimeter of chain-link security fences (exclude Lots 94 - Lots 105 which already have residences). This area should be trimmed 3" to 6" in height. (MAP 7)
2. On a quarterly (once every 3 months) basis - Clean and remove debris in concrete drainage ditch backing lots 132 to 139. (MAP 7)
3. On a quarterly (once every 3 months) basis - Mowing/trimming of 20' wide swath along Lauila Street, both sides of street from Holoikalapa Street to 42" Outlet "A". (MAP 8)

Anahola Residence Lots, First and Second Increments

1. On a annual (once a year) basis - mowing/trimming and debris removal from irrigation ditch starting at Kuhio Highway and ending at Mahuahua Road (ditch located between Lots 61 and 62, Lots 4 and 5, Lots 75 and 76, and Lots 61 and 62. Vegetation should be trimmed to 3" to 6" in height. (MAP 9)

Execution

The purpose of the work is to maintain existing landscaping and reduce overgrown vegetation that may be potential fire and health hazards.

The contractor shall furnish all supervision, insurance, licenses, transportation, labor, equipment and materials as necessary to perform all specified landscape maintenance tasks:

1. All equipment shall be of such type as to accurately and effectively perform the task intended and to cause no hazards or dangers to the properties or the public while doing so. Equipment shall be maintained in good condition so as not to produce excessive noise or noxious fumes beyond normal function without damage to the properties or danger to the general public.

2. All personnel employed by the contractor shall be thoroughly and correctly trained by the contractor. The contractor shall be responsible for all safety training of its employees and its subcontractors.
3. Rubbish and landscape debris such clippings and trimmings shall be removed from the site at the end of each work day at the contractor's expense.
4. All work shall be performed by trained, properly supervised personnel in accordance with the highest level of accepted landscape maintenance standards and horticultural practices. All chemicals will be applied by licensed personnel only.
5. 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 DHHL to compare environmental impacts of each product.
6. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
7. The Contractor shall be responsible for the repair of any and all damages 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 DHHL shall contract for the repairs necessary and deduct the costs from the Contractor's next month invoices.
8. The Contractor shall provide and use all applicable safety and warning equipment including, but not limited to, temporary signage, lights, flagman, etc., at all times 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.
9. The contractor shall provide a list of phone numbers of personnel who can be contacted in case of an emergency at the project site. The contractor shall inform DHHL's Kauai District Office of its schedule.

10. The Contractor shall inform the DHHL of the pesticides, herbicides, fungicides and other chemical applications to be used prior to application. The Contractor shall submit copies of product data sheets, labels, and material safety data sheets of all chemicals applications to be used by the Contractor. The Contractor shall provide a minimum two weeks written notice prior to any chemical application.
11. The Contractor shall use, when necessary, and with prior approval by the DHHL Project Manager, currently recommended and approved herbicides for weed control.
12. Upon completion of each chemical application, the applicator shall record all information on a data sheet and submit on a monthly basis to the DHHL.

The contractor shall be responsible for labor and materials used for maintenance.

The maintenance personnel for the contractor shall limit their activities to maintenance tasks only and shall not perform any installations at any time unless the contractor has received approval from the DHHL.

The contractor shall not perform work not called for in this contract without the request and approval by the DHHL. Additional items shall be submitted as a written proposal showing the itemized cost of labor, equipment, and material. Payment for additional items shall be paid through the Contract's Contingency Fund.

DHHL reserves the right to adjust the level and frequency of service in accordance with rainfall seasonality.

Additional Services

13. Inspection

- The contractor and the DHHL shall conduct joint inspections of the contract area no less than on a monthly basis.

- Inspections will be held at the Project Site. The contractor or its designated representative shall be present at each inspection.
- At each inspection, the contractor shall verify that all landscaped areas are neatly maintained. The DHHL reserves the right to conduct periodic and unscheduled inspections at any time to observe and evaluate the progress of work.
- Contractor shall provide a weekly schedule proposed and performed.
- The contractor shall be held responsible for all existing vegetation, fences, ditches and other landscaped conditions and all work must be protected to the satisfaction of the DHHL.
- Other grounds keeping task requested by the DHHL will be negotiated and paid from the Contingency Fund of this project.

Terms of Contract

The selected contractor shall enter into a contract for twenty-four (24) months (subject to the availability of funds) with the official commencement date specified on the Notice To Proceed.

Unless terminated, the contract shall be extended for not more than two (2) additional two (2) year term or parts thereof, without the necessity of rebidding upon mutual agreement in writing at least sixty (60) days prior to expiration, provided that the contract price for the extended periods shall remain the same or lower than the initial bid price or as adjusted in accordance with the price adjustment provisions by the State initiated contract modifications.

The contractor or the State may terminate the contract any time upon thirty (30) days prior written notice.

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

**LANDSCAPE MAINTENANCE OF PI'ILANI MAI KE KAI SUBDIVISION, PHASES I
AND II, AND ANAHOLA RESIDENCE LOTS, FIRST AND SECOND INCREMENTS**

ANAHOLA, ISLAND OF KAUAI, HAWAII

IFB No.: IFB-15-HHL-004

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Interim General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-15-HHL-004. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-15-HHL-004 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.5.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: _____

The undersigned represents that it is: (Check one only)

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
 A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture Other: _____

Federal ID No.: _____

Hawaii General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address.: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted for Landscape Maintenance of Pi'ilani Mai Ke Kai Subdivision, Phases I and II, and Anahola Residence Lots, First and Second Increments for the Department of Hawaiian Home Lands.

I. PI'ILANI MAI KE KAI SUBDIVISION, PHASE I

A. INITIAL CLEANING

Item No.	No. of Units	Description	Unit Price	Unit Total
1	1	Initial clean up of Lot 10, Lots 40-41, Lots 44-55, Lot 57, Lot 59 and Lots 61-65 (Map 1, Map 2) (to include removal of trimmings and debris)	L.S.	\$ _____
2	1	Initial clean up of concrete ditch "A", concrete ditch "B", concrete ditch "C", and concrete ditch "D" (Map 3, Map 4)	L.S.	\$ _____
3	1	Initial clean up of Detention Basin at intersection of Holoikalapa Street and Ehukai Road (approximately 6 acres) Trimmed/mowed vegetation should be 3" to 6" in height. (Map 5)	L.S.	\$ _____
4	1	Initial clean up of Drain Outlet "E" including around gate to the guard rail at the intersection of Holoikalapa Street and Ehukai Road. Cut at least 20' beyond the guard rail and drain outlet. Trimmed/mowed vegetation should be 3" to 6" in height. (Map 5)	L.S.	\$ _____
5	1	Initial clean up of Drain Outlet "F" at the intersection of Pilipoli Road and Ehukai Road. Include guard rail and area around existing silting basin. Cut at least 20' beyond guard rail and silting basin. Trimmed/mowed vegetation should be 3" to 6" in height. (Map 6)	L.S.	\$ _____
I-A. - Pi'ilani Mai Ke Kai Subdivision, Phase I (Initial Cleaning)			SUBTOTAL	Items 1-5 \$ _____

B. REGULAR MAINTENANCE

Item No.	No. of Units	Description	Unit Price	Unit Total
6	7	On a quarterly basis - mowing/trimming of Lot 10, Lots 40-41, Lots 44-55, Lot 57, Lot 59 and Lots 61-65 (approximately 5 acres) (Map 1, Map 2)	\$ _____	\$ _____

7	7	On a quarterly basis - mowing/trimming and debris removal in concrete ditch "A", concrete ditch "B", concrete ditch "C", and concrete ditch "D" (Map 3, Map 4)	\$ _____	\$ _____
8	3	On a semi-annual basis - mowing/trimming of Detention Basin at intersection of Holoikalapa Street and Ehukai Road (approximately 6 acres). Cut to top of grassed earth berm (as indicated on drawing). Trimmed/mowed vegetation should be 3" to 6" in height. (Map 5)	\$ _____	\$ _____
9	3	On a semi-annual basis – mowing/trimming and debris removal at Drain Outlet "E" including around gate to the guard rail at the intersection of Holoikalapa Street and Ehukai Road. Cut at least 20' beyond the guard rail and drain outlet. Trimmed/mowed vegetation should be 3" to 6" in height. (Map 5)	\$ _____	\$ _____
10	3	On a semi-annual basis – mowing/trimming and debris removal at Drain Outlet "F" at the intersection of Pilipoli Road and Ehukai Road. Include guard rail and area around existing silting basin. Cut at least 20' beyond guard rail and silting basin. Trimmed/mowed vegetation should be 3" to 6" in height. (Map 6)	\$ _____	\$ _____
I-B. Pi'ilani Mai Ke Kai Subdivision, Phase I (Regular Cleaning)			SUBTOTAL	Items 6-10 \$ _____

II. PI'ILANI MAI KE KAI SUBDIVISION, PHASE II

A. INITIAL CLEANING

Item No.	No. of Units	Description	Unit Price	Unit Total
11	1	Initial cleaning of the residential Lots 89 through lots 139, inclusive (approximately 16 acres). Trimmed/mowed vegetation should be 3" to 6" in height. Trim an additional 10' wide swath along outside perimeter of chainlink security fences (exclude Lots 94 – Lots 105 which already have residences). This area should be trimmed 3" to 6" in height (map 7)	L.S.	\$ _____

12	1	Initial cleaning and removal of debris from concrete drainage ditch backing lots 132 to 139 (Map 7)	L.S.	\$ _____
13	1	Initial cleaning of 20' wide swath along Laula Street, both sides of street from Holoikalapa Street to 42" Outlet "A". (Map 8)	L.S.	\$ _____
II-A. Pi'ilani Mai Ke Kai Subdivision, Phase II (Initial Cleaning)			SUBTOTAL	Items 11-13 \$ _____

B. REGULAR MAINTENANCE

Item No.	No. of Units	Description	Unit Price	Unit Total
6	8	On a quarterly basis – mowing/trimming of the residential Lots 89 through lots 139, inclusive (approximately 16 acres). Trimmed/mowed vegetation should be 3" to 6" in height. Trim an additional 10' wide swath along outside perimeter of chainlink security fences (exclude Lots 94 – Lots 105 which already have residences). This area should be trimmed 3" to 6" in height (map 7)	\$ _____	\$ _____
7	8	On a quarterly basis – clean and remove debris in concrete drainage ditch backing lots 132 to 139. (Map 7)	\$ _____	\$ _____
8	8	On a quarterly basis – mowing/trimming of 20' wide swath along Laula Street, both sides of street from Holoikalapa Street to 42" Outlet "A". (Map 8)	\$ _____	\$ _____
II-B. Pi'ilani Mai Ke Kai Subdivision, Phase II (Regular Maintenance)			SUBTOTAL	Items 14-16 \$ _____

III. ANAHOLA RESIDENCE LOTS, FIRST AND SECOND INCREMENTS

A. INITIAL CLEANING

Item No.	No. of Units	Description	Unit Price	Unit Total
17	1	Initial cleaning of irrigation ditch starting at Kuhio Highway and ending at Mahuahua Road (ditch located between Lots 61 and 62, Lots 4 and 5, and Lots 75 and 76. Vegetation should be trimmed to 3" to 6" in height. All debris must be removed from ditch. (Map 9)	L.S.	\$ _____
III-A. Anahola Residence Lots, First and Second Increments (Initial cleaning)			Item 17	\$ _____
SUBTOTAL				

B. REGULAR MAINTENANCE

Item No.	No. of Units	Description	Unit Price	Unit Total
18	1	On an annual basis -- mowing/trimming and debris removal from irrigation ditch starting at Kuhio Highway and ending at Mahuahua Road (ditch located between Lots 61 and 62, Lots 4 and 5, and Lots 75 and 76. Vegetation should be trimmed to 3" to 6" in height. (Map 9)	\$ _____	\$ _____
III-B. Anahola Residence Lots, First and Second Increment (Regular Maintenance)			Item 18	\$ _____
SUBTOTAL				

SUMMARY OF INITIAL CLEANING

	I-A. Pi'ilani Mai Ke Kai Subdivision, Phase I (Initial Cleaning)	Items 1-5	\$ _____
	II-A. Pi'ilani Mai Ke Kai Subdivision, Phase II (Initial Cleaning)	Items 11-13	\$ _____
	III-A. Anahola Residence Lots, First and Second Increments (Initial Cleaning)	Item 17	\$ _____
19	GRAND TOTAL FOR INITIAL CLEANING		\$ _____

SUMMARY OF REGULAR MAINTENANCE

	I-B. Piilani Mai Ke Kai Subdivision, Phase 1 (Maintenance)	Items 6-10	\$ _____
	II-B. Piilani Mai Ke Kai Subdivision, Phase II (Maintenance)	Items 14-16	\$ _____
	III-B. Anahola Residence Lots, First and Second Increments (Maintenance)	Item 18	\$ _____
20	GRAND TOTAL FOR REGULAR MAINTENANCE		\$ _____

GRAND TOTAL FOR INITIAL CLEANING (ITEM 19) + GRAND TOTAL FOR REGULAR MAINTENANCE (ITEM 20) (TOTAL SUM BID)	\$ _____
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TOTAL SUM BID = _____ Dollars(\$ _____).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive of general excise tax to complete these items in accordance with the plans and specifications contained in this IFB.

HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, under Toolbox/QuickLinks click on Goods, Services and Construction, then click on Goods, Services and Construction for Vendors, Contractors and Service Providers, under Preferences, click on Preferences pursuant to HRS 103D Part X including Hawaii Products, then click on Preference for Hawaii Products, and select *Hawaii Products List* to view.

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information

required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://hawaii.gov/spo> under the 'Toolbox/QuickLinks' menu; click on 'SPO Forms' then click on 'Forms for Vendors, Contractors, and Service Providers'. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **2:00 p.m., November 10, 2014**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by **2:00 p.m., November 17, 2014**.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. Estimated value of this project is less than \$250,000.00, therefore this preference **shall not** apply

To be eligible for the preference, the bidder shall:

- I. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
 - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.

- c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
 - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.
 - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.
2. State the trades the bidder will employ to perform the work;
 3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form I)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);
 4. The *Certification Form I* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
 5. The completed *Certification Form I* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed signed original must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

Upon receiving *Certification Form I*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

<u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u>	
<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>

(Add additional sheets if necessary)

METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
 - a. It is in the best interest of the State;
 - b. Funds are available at time of the award; and
 - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.
- 9) Any contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

	Date		Date
Addendum No. 1	_____	Addendum No. 5	_____
Addendum No. 2	_____	Addendum No. 6	_____
Addendum No. 3	_____	Addendum No. 7	_____
Addendum No. 4	_____	Addendum No. 8	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this IFB as submitted.

Bid Security in the amount of: _____
_____ DOLLARS (\$ _____)

as required by law, is enclosed herewith in the form of:

- | | |
|--|---|
| <input type="checkbox"/> Surety Bond (*1) | <input type="checkbox"/> Official Check (*3) |
| <input type="checkbox"/> Legal Tender (*2) | <input type="checkbox"/> Share Certificate (*3) |
| <input type="checkbox"/> Cashier's Check (*3) | <input type="checkbox"/> Teller's Check (*3) |
| <input type="checkbox"/> Certificate of Deposit (*3) | <input type="checkbox"/> Treasurer's Check (*3) |
| <input type="checkbox"/> Certified Check (*3) | |

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.)

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

NOTES:

- *1. Surety bond underwritten by a company licensed to issue bonds in this State;
- *2. Legal tender; or

- *3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
- A. These instruments may be utilized only to a maximum of \$100,000.
- B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- *4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- *5. Fill in all blank spaces with information asked for or bid may be invalidated. **BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.**

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation _____, Hawaii, on _____ day of _____, 20____, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

“RESOLVED that any individual at the time holding the position(s) of _____, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said _____ this _____ day of _____, 20____.

Secretary

END OF BID