

**NOTICE TO BIDDERS
INVITATION FOR BID
Department of Hawaiian Home Lands
Land Development Division
IFB NO.: IFB-16-HHL-002**

SEALED BIDS for IFB No.: IFB-16-HHL-002, KULA LANDSCAPE MAINTENANCE, Kula, Waiohuli and Keokea, Island of Maui, State of Hawaii, will be received by the Department of Hawaiian Home Lands (DHHL), at its Maui District Office, 655 Kaunualii Street, Wailuku, Hawaii 96793, until 2:00 p.m., Hawaii Standard Time (H.S.T.), September 30, 2015, at which time all bids will be publicly opened and read aloud. Bids received after the time fixed for opening or delivered anywhere other than as specified above will not be considered.

This project consists of furnishing all labor, equipment and supervision to satisfactorily cut trees and brush to ground level, and cut, mow and trim vegetative ground cover and properly dispose of the green waste and debris off-site from vacant lots, sidewalk planting strips, drainage ditches, drainage culverts, easements and other common areas within DHHL's Kula, Waiohuli and Keokea, Maui land holdings.

To be eligible to submit a bid, the Bidder and/or his subcontractors shall possess all required valid State of Hawaii licenses and specialty licenses needed to perform the work for this Invitation for Bids (IFB).

This project is subject to Chapter 103, Section 55, Hawaii Revised Statutes. The State of Hawaii, Department of Human Resource Development's current 'Maintenance Wage Rate Schedule for Service' is provided in the IFB document.

Bid documents may be obtained from DHHL at the Department of Hawaiian Home Lands website:

<http://www.dhhl.hawaii.gov/procurement/>

There is no fee assessment to download the IFB documents from the DHHL website.

It is the responsibility of Interested Bidders to check the DHHL website for any addenda issued by DHHL.

A PRE-BID CONFERENCE, followed by a SITE INSPECTION will be held from 9:00 a.m., H.S.T, on September 9, 2015, at the Waiohuli Community Center, 881 Lauie Drive, Kula, Maui, Hawaii 96790. Prospective bidders are not required to attend the conference, but is an opportunity for them to ask questions about the contractual requirements, site conditions, and technical aspects of the project. Prospective bidders needing special accommodations may submit such requests to Stewart Matsunaga, Project Manager, Land Development Division via facsimile at (808) 620-9299, or E-mail: Stewart.t.matsunaga@hawaii.gov.

A written NOTICE OF INTENTION TO BID is required and shall be received by the DHHL, Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, no later than

4:30 p.m. (H.S.T.), September 18, 2015. You may submit your NOTICE OF INTENTION TO BID via facsimile at: (808) 620-9299, or E-mail to: Stewart.t.matsunaga@hawaii.gov.

A properly executed and notarized STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-21 ("Questionnaire") is required and shall be submitted to the DHHL no later than 4:30pm, Sept. 18, 2015. Completed Questionnaires may be E-mailed to: Stewart.t.matsunaga@hawaii.gov. The Questionnaire can be downloaded at the State Forms Central website:

<http://hawaii.gov/forms/state-procurement-office>.


Bids shall comply with the requirements of the IFB. Bids that do not comply with the IFB may be subject to disqualification. DHHL reserves the right to amend the IFB by written addenda, to reject any and all bids, or to waive any defects in said bids where DHHL deems it is in the best interest of the State.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. If awarded a contract in response to this solicitation, Offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

Questions regarding this project may be directed in writing to Stewart Matsunaga, Project Manager, Land Development Division, DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, via facsimile at (808) 620-9299, or E-mail: Stewart.t.matsunaga@hawaii.gov.

Dated at Kapolei, Hawaii, this 28th day of August 2015.

DEPARTMENT OF HAWAIIAN HOME LANDS



Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission

Posted on the internet at: <http://spo3.hawaii.gov/notices/notices>

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Department of Hawaiian Land Lands
Maintenance Wage Rate Determination (MWRD) HUD 52158
July 1, 2014 - June 30, 2015

BU	CLASSIFICATION	RANGE	HOURLY	VACATION	HOLIDAYS	SICK	MEDICAL	DENTAL	VISION	DRUG	LIFE	TOTAL	GRAND TOTAL
01	EQUIPMENT OPERATOR III	BC-09	\$22.73	\$1.84	\$1.14	\$1.84	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$5.97	\$28.70
01	GENERAL LABORER I	BC-02	\$16.95	\$1.37	\$0.85	\$1.37	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$4.74	\$21.69
01	GENERAL LABORER II	BC-03	\$17.43	\$1.41	\$0.87	\$1.41	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$4.85	\$22.28
01	HEAVY TRUCK DRIVER	BC-07	\$20.39	\$1.65	\$1.02	\$1.65	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$5.47	\$25.86
01	LANDSCAPE MAINTENANCE LABOR	BC-03	\$17.43	\$1.41	\$0.87	\$1.41	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$4.85	\$22.28
01	TREE TRIMMER	BC-07	\$20.39	\$1.65	\$1.02	\$1.65	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$5.47	\$25.86
01	TREE TRIMMER TRUCK DRIVER	BC-05	\$18.86	\$1.52	\$0.94	\$1.52	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$5.15	\$24.01
01	TRUCK DRIVER	BC-06	\$19.61	\$1.58	\$0.98	\$1.58	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$5.31	\$24.92
02	GENERAL CONSTRUCTION & MAINTENANCE SUPERVISOR I	F-110	\$25.77	\$2.08	\$1.29	\$2.08	\$0.86	\$0.09	\$0.02	\$0.16	\$0.02	\$6.61	\$32.38
			BU1	168	104	168	149.44	16.46	3.64	27.12	4.16		
			BU2	168	104	168	149.44	16.46	3.64	27.12	4.16		

Prepared By: Richard Speer 620-9287

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Class Specifications
for the Class:

EQUIPMENT OPERATOR III

Duties Summary:

Operates two or more types of motorized equipment such as heavy trucks, heavy rollers, loaders and light tractors as a major work assignment; may perform manual work tasks in connection with general construction and maintenance work; may operate graders and heavy tractors as an incidental work assignment; and performs other related duties as assigned.

Distinguishing Characteristics:

This class differs from the class Equipment Operator II in that the Equipment Operator III operates heavy motorized equipment such as trucks having a factory rated capacity of 5 tons or over, rollers of 5 tons or over, loaders, and tractors such as D-4, TD-6 and TD-9 with bulldozer blade attachments as a major work assignment; whereas the Equipment Operator II operates two or more types of motorized equipment such as trucks having a factory rated capacity of 1-1/2 but less than 5 tons, and rollers under 5 tons as a major work assignment and may operate heavier equipment as an incidental work assignment.

This class differs from that of Equipment Operator IV in that the Equipment Operator III operates two or more types of motorized equipment such as trucks having a factory rated capacity of 5 tons or over, rollers of 5 tons or over, loaders, and D-4, TD-6 and TD-9 tractors with bulldozer blade attachments as a major work assignment and may operate heavier equipment as required; whereas the Equipment Operator IV operates and maintains heavy motorized equipment such as cranes of 15 ton capacity or more and/or excavators with shovel, backhoe, clamshell and dragline of 3/4 cubic yard capacity or more as a primary, regular work assignment and may operate equipment of lower level classes as an incidental work assignment.

Examples of Duties:

Operates a truck to haul rock, gravel, dirt, debris and other material; operates a loader to load material into trucks; operates a roller to compact sub-grades, sub-bases, shoulders and finished pavement; operates a bulldozer to clear land of rocks and trees and excavate, grade, and level land; keeps equipment supplied with fuel, oil, water and air; services and makes minor adjustments to equipment such as replacing spark plugs and adjusting clutches and

brakes; cuts grass, cleans ditches, and cleans debris from highways; spreads asphaltic concrete and rock in repairing pavement; may oversee the work of laborers performing various manual work tasks; may occasionally operate other types of motorized equipment such as graders, heavy tractors with bulldozer attachments and truck tractors used to transport light, medium and heavy equipment to and from work sites.

Knowledge, Skills and Abilities Required:

Knowledge of: Methods of operating at least two of the motorized equipment representative of this class; laws, ordinances, rules and regulations governing the operation of motor vehicles on streets and highways; hazards and safety precautions applicable to the operation of motorized equipment representative of this class; and maintenance needs of equipment representative of this class.

Ability to: Operate at least two of the motorized equipment representative of this class skillfully and safely; observe mechanical defects and take steps to have such defects corrected; understand and observe traffic laws and rules; perform manual work; understand and follow oral and written instructions; and perform heavy lifting, moving and carrying typical of the class.

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This is an amendment (format change only) to the class specification for the class EQUIPMENT OPERATOR III approved on July 18, 1986.

DATE APPROVED: 4/25/91

/s/ Diana H. Kaapu
JAMES H. TAKUSHI
Director of Personnel Services

Specifications for the Class:

GENERAL LABORER I

Distinguishing Characteristics

Positions in this class perform a variety of routine, repetitive manual tasks not requiring the continuous performance of a mechanical or trade skill.

This class differs from General Laborer II in that the General Laborer I performs unskilled manual labor work which does not require a high degree of manipulative skill nor continuous arduous physical effort; whereas the General Laborer II performs a variety of semi-skilled manual work tasks involved in road, building, or other maintenance projects, or performs refuse collection work involving continuous heavy physical labor as a major work assignment.

Examples of Duties *(Positions may not be assigned all of the duties listed, nor do the examples necessarily include all of the duties that may be assigned. The omission of specific statements does not preclude the assignment of such duties if they are a logical assignment for the position. The classification of a position should not be based solely on the examples of duties performed.)*

Cleans culverts, cuts trees, digs and widens ditches, performs pick and shovel tasks in road patching, cuts grass, and repairs roads as a member of a maintenance or construction crew; loads and unloads supplies and equipment; helps to lay pipes and back fills holes and ditches; sets out flags and lanterns to warn traffic; maintains a park or recreation area independently, mowing lawns with hand or power mower, trimming hedges, transplanting shrubs, killing weeds, planting and caring for flowers, and cleaning restrooms; transplants seedlings and clears trails in forests; sweeps streets; prepares poisons for use in eradicating pests; baits and sets rat traps; moves heavy materials using hand truck and dollies; mixes cement and mortar; may occasionally operate a pickup truck to transport a work crew, materials, supplies and/or equipment to and from job sites.

Minimum Qualification Requirements

Experience and Training: None required.

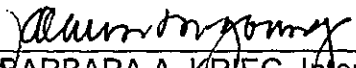
Ability to: Understand and follow oral instructions; perform heavy lifting, moving, digging or other manual work typical of the class.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the specifications for the class GENERAL LABORER I, which were approved on December 13, 1984.

DATE APPROVED: 3/27/2012



for BARBARA A. KRIEG, Interim Director
Department of Human Resources Development

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Specifications for the Class:

GENERAL LABORER II

Distinguishing Characteristics

Positions in this class perform a variety of semi-skilled manual work tasks involved in the maintenance of roads, buildings, structures and equipment, or refuse collection work involving continuous heavy physical labor as a major work assignment.

This class differs General Laborer I in that the General Laborer II performs a variety of semiskilled manual work tasks involved in road, building and other maintenance projects, or performs refuse collection work involving continuous heavy physical labor as a major work assignment; whereas the General Laborer I performs unskilled manual labor work which does not require a high degree of manipulative skill nor continuous, arduous physical effort.

This class differs from General Laborer III which, in addition to performing a variety of semi-skilled manual work tasks as the major work assignment, supervises the work of a crew in performing a variety of unskilled and semi-skilled manual labor work tasks.

Examples of Duties *(Positions may not be assigned all of the duties listed, nor do the examples necessarily include all of the duties that may be assigned. The omission of specific statements does not preclude the assignment of such duties if they are a logical assignment for the position. The classification of a position should not be based solely on the examples of duties performed.)*

Helps erect wooden and steel scaffolding in and around buildings, scrapes and wire brushes structural steel, wire fences and other metal objects; applies metal primer and paint, using a brush or spray gun; clears roads of dirt, branches, rocks, mud and other obstructions after heavy rains; fills chuck holes with rock; repairs and patches road surfaces with oil, bitumuls or concrete; clears gutters, drains and outlets of obstructions such as rubbish, branches and rocks; lifts containers onto truck, empties contents in truck and returns containers to proper places; assists in erecting concrete forms and mixing and pouring concrete; repairs and patches concrete sidewalks; paints and repairs guard rails and signs; assists in repairing wooden bridges; clears irrigation ditches and removes obstructions such as rocks, mud and weeds and assists a carpenter in repairing wooden irrigation flumes; drills holes in concrete floors with jackhammer; saturates ground areas with solution to kill termites; sprays attics and under pinnings of houses with wood preservative; tears out termite-infested wood from

porches, steps, doors, floorings, window sashes, joists and ceilings; paints all new woodwork with wood preservative; assists a carpenter in repairing leaky roofs with roofing cement and replaces areas with mineral surface paper; replaces burnt out light bulbs; under the supervision of an electrician, repairs light sockets, switches and electrical outlets and replaces fuses; assists a carpenter in hanging doors, replacing window panes, window screen frames, clothes line poles, flooring and door jambs; under the supervision of a plumber, replaces faucet and shower valves, washers, sink and basin traps, hose bibbs and tank bulbs; clears clogged toilets, sinks and basin drain pipes; overhauls, cleans and repairs stoves and burners; assists a painter in preparing surfaces for painting; services motorized equipment by checking and filling gasoline tanks, checking and filling oil in crank case, checking and filling water in batteries, checking air pressure in tires, filling water in radiators and repairing flat tires; washes and greases cars; checks mufflers, springs, brakes, and exhaust pipes and reports findings to a mechanic; assists a carpenter in carrying building materials, supplies and equipment to and from job sites; digs post holes and repairs fences in forest reserve areas; operates a passenger type power mower in cutting grass on public grounds; as lead man, baits, sets and checks rat trap lines for the eradication of rats; operates a pickup truck to transport a work crew, materials, supplies and/or equipment to and from job sites; operates a buster, concrete mixer or similar equipment as a regular work assignment; occasionally assists a plumber in cutting, reaming and threading pipe or a mechanic in cleaning mechanical equipment and shop tools; and performs continuous heavy physical labor in refuse collection as the major work assignment.

Minimum Qualification Requirements

Experience and Training: One (1) year of manual unskilled and semi-skilled work experience in general construction and/or maintenance; or any equivalent combination of training and experience.

Knowledge of: Common hand tools and equipment used in manual unskilled and semi-skilled work in general construction and/or maintenance; and common methods, procedures, and materials used in general construction and maintenance work, including safety practices.

Ability to: Use common hand tools and equipment typical of the class; understand and carry out oral and written instructions; and perform heavy lifting, moving, digging or other manual work typical of the class.

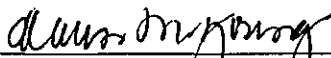
Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

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This is an amendment to the specifications for the class GENERAL LABORER II which were approved on December 13, 1984.

DATE APPROVED: 3/27/2012



BY BARBARA A. KRUEG, Interim Director
Department of Human Resources Development

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Class Specifications
for the Class:

HEAVY TRUCK DRIVER

Duties Summary:

Operates a truck having a factory-rated capacity of 5 tons and over, or a tank truck having a capacity of over 1200 gallons as a major work assignment, and performs operational maintenance; may perform manual work tasks in connection with general construction and maintenance work; and performs other related duties as assigned.

Distinguishing Characteristics:

This class differs from that of Truck Driver in that the Heavy Truck Driver operates and maintains a truck having a factory-rated capacity of 5 tons or over, or a tank truck having a capacity of over 1200 gallons as a major work assignment; whereas the Truck Driver operates and maintains a truck having a factory-rated capacity of 1-1/2 tons but less than 5 tons, or a tank truck having a capacity of 1200 gallons or less as a major work assignment and may occasionally operate heavier trucks.

Examples of Duties:

Operates a truck representative of the class in hauling sand, rocks, aggregates, dirt, and other materials; operates a tank truck having a capacity of over 1200 gallons which is used for watering landscaped areas, poisoning weeds and brush, or applying bitumuls to pavement; operates or runs equipment attached to or mounted on trucks such as rock spreaders, booms, air compressors and spraying equipment; transports personnel to and from work sites; loads and unloads trucks; keeps equipment supplied with fuel, oil, water and air; services and makes minor emergency repairs to equipment; may keep records of areas watered or sprayed with poison; cuts grass, cleans ditches and cleans dirt and debris from highways and other areas; spreads asphaltic concrete and rocks in repairing pavement; may supervise others in loading and unloading trucks or performing other tasks related to the operation of the truck or attachments; and may operate other types of motorized equipment and assist in manual work as required.

Knowledge, Skills and Abilities Required:

Knowledge of: Method of operating motorized equipment representative of the class; the capacity and uses of motorized equipment representative of this class; maintenance needs of motorized equipment representative of this class; laws, ordinances, practices, and rules and regulations governing the operation of motorized equipment on streets and highways; and hazards and safety precautions applicable to the operation of motor vehicles.

Ability to: Operate motorized equipment representative of this class skillfully and safely; understand and follow oral and written instructions; perform minor maintenance work on equipment representative of this class; learn to operate attachments to trucks such as booms, generators, air compressors and spraying equipment; understand and observe traffic laws and rules; and observe mechanical defects and take steps to have such defects corrected; perform lifting, carrying or other manual work typical of the class.

This is an amendment (format change only) to the class specification for the class HEAVY TRUCK DRIVER approved on December 3, 1985.

DATE APPROVED: 4/23/91

SHARON Y. MIYASHIRO
Director of Personnel Services

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Class Specifications
for the Class:

TREE TRIMMER

Duties Summary:

Operates and maintains a truck with a hydraulic powered aerial platform in trimming and pruning trees on grounds under the jurisdiction of the State Comptroller; climbs trees with or without the aid of climbing spikes; and performs other related duties as assigned.

Distinguishing Characteristics:

This class is distinguished by its responsibility for operating and maintaining a truck with an aerial platform in the daily operation of tree trimming. The truck and platform are necessary to enable the trimmer to efficiently perform cutting operations at heights. A basic requirement of this class is the ability to manipulate the various brakes, levers and clutches that are mounted on the truck and platform.

Work assignments are received from a foreman who also reviews work practices. However, positions in this class are responsible for work site operations. This involves overseeing the use of machinery, disposal of debris, and that safe practices and work instructions are followed by other members of the crew. Positions in this class perform manual trimming operations when mechanical equipment is inoperative or in situations where trimming will be facilitated without the use of truck and platform. Also inherent in this class is the responsibility for the maintenance of machinery and accountability for all tools and equipment used in tree trimming operations.

Examples of Duties:

Drives the truck to and from job sites; clears work area of vehicles and other property that may be damaged by falling branches and other debris; secures truck for operation by seeing that all safety equipment is in place; operates the aerial platform to attain the desired height and angle; directs the placing and use of guy lines; selects and makes cuts; paints pruning compound on scars left by cuts; oversees the cutting and disposal of debris produced by trimming; climbs trees using ladders, climbing spikes and other climbing equipment; may drive heavy dump trucks to haul rubbish to incinerator.

Knowledge, Skills and Abilities Required:

Knowledge of: The operation and maintenance of a truck and hydraulic equipment; motor vehicle operation ordinances; the use and care of pruning tools, power saws and climbing equipment; safety practices necessary for operating an aerial platform and working at heights; general tree trimming techniques and practices.

Ability to: Operate a truck with an aerial platform; operate heavy trucks; understand and carry out oral and written instructions; utilize various power tools used in tree trimming; select and make appropriate cuts on trees; oversee the work of others; climb high trees using climbing spikes and other equipment.

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This is an amendment (format change only) to the class specification for the class TREE TRIMMER approved on January 14, 1985.

DATE APPROVED: 4/25/91

/s/ Diana H. Kaapu
for SHARON Y. MIYASHIRO
Director of Personnel Services

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Class Specifications
for the Class:

TREE TRIMMER-TRUCK DRIVER

Duties Summary:

Climbs and trims as well as removes a variety of trees; applies chemicals and does minor tree surgery on diseased or injured trees; operates medium and heavy trucks and other comparable mobile equipment; and performs other related duties as assigned.

Distinguishing Characteristics:

This class is distinguished by its performance of both tree trimming and truck driving duties as a regular assignment.

Examples of Duties:

Climbs a variety of trees with or without the aid of spikes, or utilizes a hydraulic or mechanical ladder and other equipment to reach the necessary heights; uses hand, pole, and power saws, cane knives and other hand tools to cut tree branches; paints all cuts two inches or more in diameter with tar or other compound; digs out dry rot from tree trunks with a pruning knife and fills the resulting cavity with cement; applies lead arsenate or other chemicals to areas of trees infested with pests or fungi; feeds limbs and other trimmings into a "chipper;" operates medium and heavy trucks and other mechanized equipment, such as a hoist; directs vehicular and pedestrian traffic at the job site.

Knowledge, Skills and Abilities Required:

Knowledge of: General tree trimming techniques and practices; tools and equipment used in tree trimming; laws and regulations governing the operation of motor vehicles on streets and highways; safety practices and procedures.

Ability to: Climb trees with or without the aid of spikes; work above the ground at varying heights; operate hand and power tools and equipment; operate a truck and other mobile equipment; understand and observe traffic laws and regulations; make minor emergency repairs to trucks; understand and follow oral and written instructions.

This is an amendment (format change only) to the class specification for the class TREE TRIMMER-TRUCK DRIVER approved on January 11, 1985.

DATE APPROVED: April 23, 1991

/s/ Diana H. Kaapu
for SHARON Y. MIYASHIRO
Director of Personnel Services

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Class Specifications
for the Class:

TRUCK DRIVER

Duties Summary:

Operates a truck of at least 1-1/2 ton factory-rated capacity but less than 5 tons, or a tank truck having a capacity of 1200 gallons or less as a major work assignment, and performs operational maintenance; may perform manual work tasks in connection with general construction and maintenance work; and performs other related duties as assigned.

Distinguishing Characteristics:

This class differs from that of Light Truck Driver in that the Truck Driver operates and maintains a truck having a factory-rated capacity of 1-1/2 tons but less than 5 tons as a major work assignment; whereas the Light Truck Driver operates and maintains a truck having a factory-rated capacity of less than 1-1/2 tons or a passenger-type vehicle such as a sedan or station wagon as a major work assignment and may occasionally operate heavier trucks.

This class differs from that of Heavy Truck Driver in that the Truck Driver operates and maintains a truck having a factory-rated capacity of 1-1/2 tons but less than 5 tons or a tank truck having a capacity of 1200 gallons or less as a major work assignment and may occasionally operate heavier trucks; whereas the Heavy Truck Driver operates and maintains a truck having a factory-rated capacity of 5 tons and over or a tank truck having a capacity of over 1200 gallons as a major work assignment.

Examples of Duties:

Operates a truck representative of the class to haul gravel, rocks, dirt, sand, rubbish and other materials; operates a tank; truck appropriate to the class for watering landscaped areas, poisoning weeds and brush, or for applying bitumuls to pavement; may keep records of areas watered or sprayed with poison; transports personnel to and from work sites; operates or runs equipment attached to or mounted on trucks such as booms, air compressors and spraying equipment; checks trucks for gasoline, oil, water, and proper air pressure in tires, and tends to such

needs; services and makes minor emergency repairs to equipment; cuts grass and branches; cleans storm drains, and cleans debris from highways and other areas; spreads asphaltic concrete and rock in repairing pavement; may direct others in loading and unloading truck; or may operate tractor mowers, light trucks or other similar pieces of equipment; and may occasionally operate other types of motorized equipment or heavy trucks.

Knowledge, Skills, and Abilities Required:

Knowledge of: Method of operating motorized equipment representative of this class; the capacity and uses of motorized equipment representative of this class; operational maintenance needs of motorized equipment representative of this class; laws, ordinances, rules and regulations governing the operation of motor vehicles on streets and highways; and hazards and safety precautions applicable to the operation of motorized equipment representative of the class.

Ability to: Operate motorized equipment representative of this class skillfully and safely; understand and observe traffic laws and rules; perform minor maintenance work on equipment representative of this class; learn to operate attachments to trucks, such as booms, generators, air compressors, and spraying equipment; understand and follow oral and written instruction; use common hand tools; observe mechanical defects and take steps to have such defects corrected; and perform lifting, carrying or other manual work typical of the class.

This is an amendment (format change only) to the specification for the class TRUCK DRIVER approved on September 23, 1988.

DATE APPROVED: 4/23/91

SHARON Y. MIYASHIRO
Director of Personnel Services

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Class Specifications
for the Class:

GENERAL CONSTRUCTION AND MAINTENANCE SUPERVISOR I
(GEN CONSTR & MTNCE SUPVR I)

Distinguishing Characteristics

This class reflects the first full supervisor level in the series.

A General Construction and Maintenance Supervisor I is the immediate supervisor of skilled trades workers, helpers, equipment operators, laborers and other unskilled and semi-skilled workers in the construction, maintenance, alteration and repair of buildings and other structures, paved areas, and electrical or plumbing systems; and may supervise the maintenance and repair of motorized equipment used in the work or maintenance of adjacent grounds and landscaped areas.

This class differs from the General Construction and Maintenance Supervisor II which supervises, through subordinate supervisors, a large work force of skilled trades workers, equipment operators, laborers and other unskilled and semi-skilled workers in the construction and maintenance of buildings and other structures, paved areas and electrical or plumbing systems, and the maintenance of equipment, grounds and other areas.

Examples of Duties: *(Positions may not be assigned all of the duties listed, nor do the examples necessarily include all of the duties that may be assigned. The omission of specific statements does not preclude the assignment of such duties if they are a logical assignment for the position. The classification of a position should not be based solely on the examples of duties performed.)*

Plans, schedules, assigns, and inspects the work of a maintenance crew engaged in the construction, maintenance, alteration and repair of buildings, structures, roads and parking areas, electrical or plumbing systems, and related areas which may include airport runways, taxiways and plane parking areas; issues work orders for painting buildings, repairing and replacing floors, windows, partitions, doors and plumbing in buildings; inspects work performance; supervises the alteration, remodeling and renovation of buildings and offices; supervises the maintenance and repair of runway lights, beacons, obstruction lights, lighted wind indicators, taxi lights and emergency power plants; occasionally serves as an inspector on contractual work; supervises the maintenance of adjacent grassed and landscaped areas; supervises the maintenance and repair of electrical distribution systems, water distribution systems, water drainage

and sewage lines and steam and refrigeration plants; supervises the maintenance and repair of trucks and tractors; may supervise an inmate construction and repair crew engaged in the construction, maintenance and repair of buildings, electrical or plumbing systems, and other maintenance work as part of the vocational training program of a correctional institution; supervises clearing of brush and other heavy maintenance of grounds, trails and other areas; estimates costs and quantity of labor, materials, and equipment needed to do repair and maintenance work; submits requisitions for equipment, supplies and materials needed for alteration and repairs; checks work in progress and upon completion for conformance with prescribed standards and compliance with safety, building, electrical and fire regulations; computes estimates of time and cost of construction and maintenance projects; maintains material, time and work activities records; compiles and submits periodic operational reports; reads and interprets blueprints; and occasionally participates in the performance of maintenance and repair work activities.

Minimum Qualification Requirements

Experience and Training: Eight (8) years of work experience in performing a variety of work in the construction and maintenance of buildings, structures or electrical or plumbing systems, of which four (4) years shall have been as a fully competent skilled worker and including one (1) year of supervisory work experience which included the planning and scheduling of work of other fully competent workers, assigning and reviewing their work, providing training and evaluating their work performance; or any equivalent combination of training and experience.

Knowledge of: Practices and methods used in building construction and maintenance trades including carpentry, plumbing, electrical, masonry, and painting; tools, equipment and material used in the building construction and maintenance trades; applicable building, electrical and fire codes and regulations; safety practices, codes and fire and safety regulations; and principles and practices of supervision.

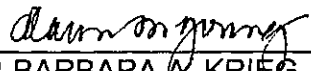
Ability to: Plan, lay out, assign, direct and coordinate the work of skilled trades workers and laborers; schedule the work of trades workers so as to accomplish building construction or repair effectively; inspect the work of trades workers and detect flaws or defects in work quality or materials; detect the malfunctioning of equipment and determine the necessary repairs required; read and interpret building plans and check construction or repair work for conformance thereto; estimate costs and quantities of labor, materials and equipment; give clear and concise oral and written instructions; maintain records and prepare operational reports; and maintain good working relationships with others.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the specifications for the class GENERAL CONSTRUCTION AND MAINTENANCE SUPERVISOR I, which were approved on December 6, 1984.

DATE APPROVED: 6/18/2012



for BARBARA A. KRIEG, Director
Department of Human Resources Development

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

BID OFFER FORM FOR

KULA LANDSCAPE MAINTENANCE

KULA, WAIOHULI AND KEOKEA, ISLAND OF MAUI, HAWAII

IFB No.: IFB-16-HHL-002

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 Scope of Work, Special Conditions attached hereto, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-16-HHL-002. 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-16-HHL-002 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 Kula Landscape Maintenance for the Department of Hawaiian Home Lands.

1st YEAR				
SCOPE OF SERVICES: To furnishing all labor, equipment and supervision to satisfactorily cut trees and brush to ground level, cut, mow and trim vegetative ground cover to a height not to exceed three inches (3”), and properly dispose of the green waste and debris off-site.				
Item	No. of Rounds	Description	Unit Price	Unit Total
A. QUARTERLY BASIS				
A1	4	Easements D-3 and D-4	\$_____	\$_____
A2	4	Easement D-30 and portion of Lot 347 adjacent to Lot 84 until it reaches Lot 86	\$_____	\$_____
A3	4	Easements D-49 and D-52	\$_____	\$_____
A4	4	Easements D-53 and D-54	\$_____	\$_____
A5	4	Easement D-35 to Ahulua Street and ten feet (10’) above the drainage ditch within Lot 205	\$_____	\$_____
A6	4	Easements D-43 and D-55	\$_____	\$_____
A7	4	Easement D-57	\$_____	\$_____
B. SEMI-ANNUAL BASIS				
B1	2	Waiohuli-Hikina Lot 24 (Detention Basin) and Lot 25; (File Plan 2455)	\$_____	\$_____
B2	2	Keokea-Waiohuli Detention Basin at West end of Olakino Street, Easements D-27 and D-28; Keokea-Waiohuli Development Plan (File Plan 2481)	\$_____	\$_____
C. TREE AND BRUSH CUTTING (Cut To Ground Level)				
C1	1	Cut trees and shrubs	Lump Sum	\$_____
C2	1	Maintenance of Tree and Brush Remnants	Lump Sum	\$_____
SUBTOTAL (Year 1):				\$_____

2nd YEAR				
SCOPE OF SERVICES: To furnishing all labor, equipment and supervision to satisfactorily cut trees and brush to ground level, cut, mow and trim vegetative ground cover to a height not to exceed three inches (3”), and properly dispose of the green waste and debris off-site.				
Item	No. of Rounds	Description	Unit Price	Unit Total
A. QUARTERLY BASIS				
A1	4	Easements D-3 and D-4	\$_____	\$_____
A2	4	Easement D-30 and portion of Lot 347 adjacent to Lot 84 until it reaches Lot 86	\$_____	\$_____
A3	4	Easements D-49 and D-52	\$_____	\$_____
A4	4	Easements D-53 and D-54	\$_____	\$_____
A5	4	Easement D-35 to Ahulua Street and ten feet (10’) above the drainage ditch within Lot 205	\$_____	\$_____
A6	4	Easements D-43 and D-55	\$_____	\$_____
A7	4	Easement D-57	\$_____	\$_____
B. SEMI-ANNUAL BASIS				
B1	2	Waiohuli-Hikina Lot 24 (Detention Basin) and Lot 25; (File Plan 2455)	\$_____	\$_____
B2	2	Keokea-Waiohuli Detention Basin at West end of Olakino Street, Easements D-27 and D-28; Keokea-Waiohuli Development Plan (File Plan 2481)	\$_____	\$_____
C. TREE AND BRUSH CUTTING (To Ground Level)				
C1	1	Cut trees and shrubs	Lump Sum	\$_____
C2	1	Maintenance of Tree and Brush Remnants	Lump Sum	\$_____
SUBTOTAL (Year 2):				\$_____

D. GENERAL EXCISE TAX (4.166%) (Years 1 and 2)	\$ _____
---	----------

E. ALLOWANCE for clearing of vacant lots and/or other unencumbered areas, and the removal of unforeseen trash and dumped items as directed by DHHL.	\$ <u>30,000.00</u>
--	----------------------------

Subtotal(Year 1): \$ _____ + Subtotal(Year 2): \$ _____ + GET: \$ _____ +

Allowance (\$ 30,000.00) = 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 {Not Applicable}, 2015. 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 {Not Applicable}, 2015.

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 may not apply

To be eligible for the preference, the bidder shall:

1. 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 1)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);
4. The *Certification Form 1* 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 1* 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.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://hawaii.gov/labor/wdd>

Upon receiving *Certification Form 1*, 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)

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

(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.

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. 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.
- *2. 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

DEPARTMENT OF HAWAIIAN HOME LANDS

KULA LANDSCAPE MAINTENANCE

KULA, WAIOHULI, KEOKEA, ISLAND OF MAUI

IFB NO.: 16-HHL-002

SEALED BID

Submitted by:

Address:

Date:

Bid Package Envelope Cover

SAMPLE

STATE OF HAWAII
STANDARD
QUALIFICATION QUESTIONNAIRE
FOR
OFFERORS

issued by the
PROCUREMENT POLICY BOARD
STATE OF HAWAII

June 16, 2003

To be filed with the procurement officer calling for offers
in accordance with Section 103D-310, HRS, as amended.

Submitted By _____

Address _____

Date _____

STANDARD QUALIFICATION QUESTIONNAIRE

COVERING EXPERIENCE, EQUIPMENT AND FINANCIAL STATEMENT OF OFFERORS. THE OFFICER CALLING FOR OFFERS MAY REQUIRE THE OFFEROR TO FURNISH ADDITIONAL INFORMATION NOT SPECIFICALLY COVERED HEREIN. ALL ITEMS MUST BE ANSWERED AND OMISSIONS MAY BE CONSIDERED GOOD CAUSE FOR UNFAVORABLE CONSIDERATION.

GENERAL INFORMATION

1. The statements contained in this Questionnaire are being furnished for consideration in submitting an offer for the following project:

(a) Project Title _____

(b) Location _____

(c) Bid Opening Date _____

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual
☐ A Joint-Venture

(b) Address _____

(c) Telephone No. _____

(d) Date Submitted _____

3. If the bid is submitted by a joint venture, composed of two or more individual firms, then each member firm comprising the joint venture must submit all information listed on pages 3 through 16, inclusive, of the Questionnaire and, in addition, answer the following:

(a) Members of joint Venture _____

(b) Date of Joint Venture Agreement _____

(c) Is agreement between members comprising the joint venture joint and several liability? _____

If not, state the terms of agreement in this respect: _____

EXPERIENCE QUESTIONNAIRE

Submitted by _____

☐ A Corporation

☐ A Partnership

☐ An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

1. How many years has your organization been in business as a [General Contractor] under your present business name? _____
2. How many years experience in [construction] _____ has your organization had: (A) as a [General Contractor] _____; (B) as a [Sub-Contractor] _____
3. Show what [construction] projects your organization has completed in the past five (5) years in the following tabulation:

Contract Amt.	Class of Work	When Completed	Name and Address of Owner

4. Have you ever failed to complete any work awarded to you? _____ If so, state when, where and why? _____

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore _____

6. Has any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his own name? _____ If so, state name of individual, name of Owner and reason therefore.

7. In what other lines of business are you financially interested? _____

8. For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer? _____

9. For what counties within the State of Hawaii have you performed work and to whom do you refer?

10. For what Bureaus or Departments of the State government have you performed work and to whom do you refer?

11. Have you performed work for the U. S. Government? _____ If so, when and to whom do you refer?

12. Have you ever performed any work for any other governmental agencies outside the State of Hawaii? _____ If so, when and to whom do you refer? _____

13. What is the [construction] experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Work Experience	Magnitude and Type of Work	In What Capacity?

EQUIPMENT QUESTIONNAIRE

Submitted by _____

Principal Office _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

1. In what manner have you inspected this proposed work? Explain in detail. _____
2. Explain your plan or layout for performing the proposed work. _____
3. The work, if awarded to you, will have the personal supervision of whom?
4. Do you intend to do the hauling on the proposed work with your own force? _____ If so, give amount and type of equipment to be used.
5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility _____
6. Do you intend to do grading on the proposed work with your own forces? _____ If so, give type of equipment to be used _____

7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility _____

8. Do you intend to sublet any other portions of the work? _____ If so, state -amount of sub-contract, and, if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility _____

9. From which sub-contractors or agents do you expect to require a bond? _____

10. What equipment do you own that is available for the proposed work?

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost

12. How and when will you pay for the equipment to be purchased? _____

13. Do you propose to rent any equipment for this work? _____ If so, state type, quantity
 and reasons for renting _____

FINANCIAL STATEMENT

Submitted by _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

BALANCE SHEET

As of _____, 20____

Assets

Current assets:

Cash and cash equivalents (1)	\$ _____
Short-term investments (2)	_____
Accounts receivable, net (3)	_____
Inventories (4)	_____
Costs and estimated earnings in excess of billings on uncompleted contracts (5)	_____
Prepaid expenses and other (6)	_____
Sub-Total Current Assets	_____

Property and equipment:

Land (7)	_____
Buildings (8)	_____
Vehicles, machinery and equipment (9)	_____
Furniture and fixtures (10)	_____
Less accumulated depreciation	(_____)
Sub-Total Net Property and Equipment	_____

Other assets:

Cash surrender value of life insurance policies (11)	_____
Deposits and other (12)	_____
Sub-Total Other Assets	_____

Total Assets: \$ _____

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:

Current portion of long-term debt (1)	\$ _____
Accounts payable (2)	_____
Billings in excess of costs and estimated earnings on uncompleted contracts (3)	_____
Accrued liabilities and other (4)	_____
Sub-Total Current Liabilities	_____

Long-term debt, net of current portion (5)	_____
--	-------

Sub-Total Liabilities & Long-term Debt:	\$ _____
---	----------

Stockholder's equity:

Capital stock (6)	_____
Additional paid-in capital (7)	_____
Retained earnings	_____
Treasury stock (8)	(_____)
Sub-Total Stockholder's Equity	\$ _____

Total Liabilities and Stockholder's Equity	\$ _____
--	----------

DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

<u>Financial Institution</u>	<u>Type of Account</u>	<u>Amount</u>
		\$ _____

		\$ _____

(2) Short-term investments:

<u>Type of Security</u>	<u>Cost</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Estimated Fair Value</u>
	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____
	_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____	\$ _____

(3) Accounts receivable (list major debtors):

Completed contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Amount Receivable</u>
		\$ _____	\$ _____	\$ _____
		_____	_____	_____
		_____	_____	_____
		\$ _____	\$ _____	\$ _____

Other than completed contracts

<u>Name</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount Receivable</u>
Less allowance for doubtful accounts			(_____)
			\$ _____

(4) Inventories

<u>Description</u>	<u>Cost</u>	<u>Market Value</u>	<u>Lower of Cost or Market Value</u>
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
	_____	_____	_____
	\$ _____	\$ _____	\$ _____

DETAILS RELATIVE TO ASSETS (Continued)

(5) Costs and estimated earnings in excess of billings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Costs and Estimated Earnings in Excess of Billings</u>
		\$	\$	\$	\$	
			\$	\$	\$	\$

(6) Prepaid expenses and other

<u>Description</u>	<u>Amount</u>
	\$
	\$

(7) Land

<u>Description</u>	<u>Location</u>	<u>Amount</u>
		\$
		\$

(8) Buildings

<u>Description</u>	<u>Location</u>	<u>Amount</u>
		\$
		\$

(9) Vehicles, machinery and equipment

<u>Description</u>	<u>Amount</u>
	\$
	\$

(10) Furniture and fixtures

<u>Description</u>	<u>Amount</u>
	\$
	\$

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of life insurance policies

<u>Key Employee</u>	<u>Insurance Company</u>	<u>Policy Amount</u>	<u>Paid-Up Additional Insurance</u>	<u>CSV Amount</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Less loans payable		_____	_____	(_____)
		\$ _____	\$ _____	\$ _____

(12) Deposits and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

(1) Current portion of long-term debt (maturing within 12 months)

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$
				\$

(2) Accounts payable (list major creditors)

<u>Name</u>	<u>Past Due Amount</u>	<u>Amount</u>
	\$	\$
	\$	\$

(3) Billings in excess of costs and estimated earnings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Billings in excess of costs and Estimated Earnings</u>
			\$	\$	\$	\$
			\$	\$	\$	\$

(4) Accrued liabilities and other

<u>Description</u>	<u>Amount</u>
	\$
	\$

(5) Long-term debt, net of current portion

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$
				\$

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY (Continued)

(6) Capital stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares Authorized</u>	<u>No. of Shares Issued and Outstanding</u>	<u>Par Value</u>	<u>Amount</u>
				\$	\$
					\$

(7) Additional paid-in capital

<u>Description</u>	<u>Amount</u>
	\$
	\$

(8) Treasury stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares</u>	<u>Cost</u>
			\$
			\$

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended _____, 20____ and 20____

	20____ _____	20____ _____
Contract revenues	\$ _____	\$ _____
Costs of contracts	_____	_____
Gross income from contracts		
General and administrative expenses	_____	_____
Income from operations		
Other income (expense)	_____	_____
Income before income taxes		
Income taxes	_____	_____
Net income		
Retained earnings, beginning of the year	_____	_____
Retained earnings, end of the year	\$ _____	\$ _____

If a corporation, answer this: Capital paid in cash, \$ _____ When Incorporated _____ In what State _____ Date registered in Hawaii _____ President's name _____ Vice-President's name _____ Secretary's name _____ Treasurer's name _____	If a partnership, answer this: Date of organization _____ Date registered in Hawaii _____ State whether partnership is general or limited _____ <div style="border-top: 1px solid black; height: 10px; margin-top: 5px;"></div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 80%;">Name and address of partners:</th> <th style="width: 20%;">Age</th> </tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </table>	Name and address of partners:	Age	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Name and address of partners:	Age												
_____	_____												
_____	_____												
_____	_____												
_____	_____												
_____	_____												

The undersigned hereby declares: that the foregoing is a true statement of the financial condition of the individual, partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the offeror a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official, and affix corporate seal.

Affidavit for Individual

STATE OF HAWAII

COUNTY OF _____

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____

_____ (Applicant must also sign here)

 Notary Public

Affidavit for Partnership

STATE OF HAWAII

COUNTY OF _____

_____ being duly sworn, deposes and says that he is a member of the firm of _____; and that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____

_____ (Members of firm must also sign here)

 Notary Public

Affidavit for Corporation

STATE OF HAWAII

COUNTY OF _____

_____ being duly sworn, deposes and says that he is _____ of the _____, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____

_____ (Officer must also sign here)

 Notary Public

NOTICE OF INTENTION TO BID

Date: _____

Ms. Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Attention: Stewart Matsunaga, Project Manager, Land Development Division
Notice of Intention to Bid due 4:30 p.m., September 18, 2015.

Gentlemen:

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intention of the undersigned to bid on IFB No. IFB-16-HHL-002, Kula Landscape Maintenance, Kula, Waiohuli and Keokea, Maui, State of Hawaii, for which bids will be opened on **2:00 p.m., September 30, 2015.**

_____ Name of Firm	_____ Contractor's License No.
_____ Address	_____ Hawaii General Excise Tax No.
_____ City, State and Zip Code	_____ Telephone No. / Facsimile No.
	_____ E-mail address
Respectfully submitted,	
	_____ Signature
	_____ Print Name and Title

Date: _____

Gentlemen:

The Department of Hawaiian Home Lands acknowledges on this date above, your Notice of Intention to Bid on IFB-16-HHL-002.

Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission

Instructions for Bid Submittal

General Instructions for Bid Submittal

The bid offer form must be completed and submitted to the DHHL by the required due date and time, and in the form prescribed by the DHHL. Electronic mail and facsimile transmissions shall not be accepted.

For your convenience, an “IFB Checklist for Bidders” is included in this section for your use.

No supplemental literature, brochures or other unsolicited information should be included in the bid packet.

A written response is required for each item unless indicated otherwise.

Bid documents and all certifications should be written legibly or typed and completed with black ink.

I. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

Prospective Bidders must be capable of performing the work for which bids are invited, and must be capable of entering into a public contract of \$25,000 (twenty five thousand dollars) or more.

B. NOTICE OF INTENTION TO BID

1. In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-108, Hawaii Administrative Rules, a written notice of intention to bid must be submitted to the Chairman, who is the officer charged with letting the contract. The notice may be faxed, hand carried, mailed, or E-mailed to the office as directed in the ‘Notice to Contractors’ and ‘Sign-In Sheet’.
2. The written notice must be received by the office as provided in the ‘Notice to Contractors’ and ‘Sign-In Sheet’ no later than 4:30 p.m. on the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than 4:30 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. If the notice is faxed, the time of receipt by the Department fax machine shall be official. If the notice is sent by email, the time indicated in the date and time field of the email as received by the Department shall be official.

3. It is the responsibility of the prospective Bidder to ensure that the written notice of intention to bid is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective Bidder or by any method of conveyance chosen by the prospective Bidder.
4. If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their notice of intention to bid. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must be registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 of the Hawaii Revised Statutes, as amended.
5. No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the Department.

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

1. Prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-21), properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, no later than 4:30 p.m. on the tenth calendar day prior to the day designated for opening bids. If the tenth calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the questionnaire must be received by the Department no later than 4:30 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The questionnaire will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. E-mail and facsimile (FAX) transmissions will be accepted. If the information in the questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

The low bidder will be required to provide an original hard copy with wet signature for the Department's files.

2. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the Chairman shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.
3. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for the Department to disqualify a prospective Bidder.

D. PROPOSAL FORM

1. Prospective Bidders are being furnished with the proposal form giving the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.
2. All papers bound with or attached to the proposal form shall be considered a part thereof and shall not be detached or altered when the proposal is submitted.
3. The drawings, specifications and other documents designated in the proposal form will also be considered a part thereof whether attached or not.
4. When quantities for individual items of work are listed in the proposal form for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication agree that the actual quantity of work will correspond therewith.
5. On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to AG-008 103D General Conditions (GC), Section 19, MODIFICATIONS OF CONTRACT.
6. The Bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions herein. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the proposal in the spaces provided with ink.

7. If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the Department. If made by a corporation the proposal must show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the Department. If made by a joint-venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the Department.
8. Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.
9. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of the Department's right to eliminate entire portions of the work or to increase or decrease any or all the quantities shown in the proposal form.
10. By submitting a bid on the proposal form, a Bidder accepts the language therein as its own.

E. **BIDDER'S RESPONSIBILITY FOR EXAMINATION OF CONTRACT DOCUMENTS, SITE OF WORK, ETC.**

The Bidder shall carefully examine the project site and Contract Documents, which include the Contract, Invitation for Bids document (including the Wage Schedule), Addendums, Contractor's Bid Offer Form (including the List of Subcontractors contained therein, and other documentation accompanying the Bid and any post bid documentation submitted prior to the Notice of Award), the Notice to Proceed, Bonds, these General Conditions, the Special Conditions, area maps and/or Specifications identified in the

contract together with all written Amendments, Change Orders, Field Orders, any written order for minor changes in the work and Project Manager's written interpretations and clarifications issued on or after the effective date of the contract.

The submission of a bid shall be considered as a warranty that the Bidder has made such examination and is informed of the conditions to be encountered in performing the Work and of the requirements of this Invitation for Bids and any documents and items referenced therein, including the sample contract and required bond.

F. ADDENDA AND BID CLARIFICATIONS

1. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum.
2. The Department may alter, increase or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.
3. If a Bidder discovers what it considers to be a discrepancy, ambiguity, omission or doubt as to the meaning of drawings, specifications and any other bid or contract documents, the Bidder shall request in writing an interpretation from the Chairman.
4. If the Department agrees that a discrepancy, ambiguity, omission or doubt exists, it shall publish a written addendum to the bid documents for all prospective Bidders known to have received a solicitation to view on the Department's procurement web site no later than eight (8) days before the bids are opened. The Department may notify each prospective bidder of the addendum by phone or E-mail. Otherwise, prospective bidders are responsible to check the Department website daily for any such amendments to the IFB. The Department may extend the bid opening to allow at least eight (8) days from the notification date of the addendum. Upon notification by the Department, all Bidders/addressees shall be deemed to be on notice of the information therein whether or not the addendum is actually received. All addenda so issued shall become part of the contract documents.
5. No claim for additional compensation and/or time for performance will be allowed if the Contractor discovered, or in the exercise of reasonable care, should have discovered a discrepancy, ambiguity, omission or doubt for which an interpretation was not requested.

G. DELIVERY OF PROPOSALS.

The entire proposal shall be placed in a sealed envelope and delivered as indicated in the Notice to Bidders. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for

opening of bids and must be in the hands of the official by the time indicated. The time designated by the time stamping device in DHHL shall be official.

H. **WITHDRAWAL OR REVISION OF PROPOSAL.** Proposal may be modified prior to the deadline to submit the proposal by any of the following documents:

1 **Withdrawal of Proposals:**

- (a) A signed, written notice received in the office designated in the solicitation; or
- (b) A signed written notice faxed to the office or e-mailed to the designated contact person noted in the solicitation.

2 **Modification of Proposals:**

- (a) A signed written notice received in the office designated in the solicitation, accompanied by a duly executed certificate of resolution for corporations, partnerships and joint-ventures, stating that a modification to the proposal is submitted; and
- (b) The actual modification sealed securely in a separate envelope or container, accompanying the written notice.
- (c) The modification may be sent by fax or email, provided that the originals must be submitted within two working days of the fax or email.

I. **PUBLIC OPENING OF PROPOSALS.**

Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

J. **DISQUALIFICATION OF BIDDERS.** Any one or more of the following causes will be considered as sufficient for the disqualification of a Bidder and the rejection of its proposal or proposals:

- 1. Non-compliance with Section I.A. **QUALIFICATION OF BIDDERS**;
- 2. Evidence of collusion among Bidders;
- 3. Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation;
- 4. Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii;
- 5. Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Questionnaire and Financial Statement for Bidders;

6. No contractor's license or a contractor's license which does not cover type of work contemplated;
7. More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name;
8. Delivery of bids after the deadline specified in the advertisement calling for bids;
9. Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms; and/or
10. Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawaii Revised Statutes, as amended.

K. PROTESTS

1. Protests shall be governed by Section 103D-701, Hawaii Revised Statutes, and amended hereafter, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, of the Hawaii Administrative Rules, and as amended hereafter.
2. The Chairman is the Department's chief procurement officer to whom protests shall be addressed unless specified otherwise in the solicitation.

L. WRONGFUL REFUSAL TO ACCEPT A BID.

In the event the Chairman, for any reason, wrongfully refuses to accept what would otherwise be a responsive and responsible lowest bid, the exclusive remedy for such lowest Bidder shall be the recovery of the reasonable actual costs of preparing the bid. No other Bidder shall have any claim for damages.

II AWARD AND EXECUTION OF CONTRACT

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall be made public. In the event of a tie bid, the low Bidder shall be determined in accordance with HAR 3-122-34. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the Department.

B. IRREGULAR PROPOSALS.

Proposals will be considered irregular and may be rejected for the following reasons:

1. If the proposal is unsigned.

2. If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.
3. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
4. If the Bidder adds any provisions reserving the right to accept or reject an award.
5. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.
6. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.
7. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.
8. If in the opinion of the Chairman, the Bidder and/or its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all of the work.

C. CORRECTION OF BIDS AND WITHDRAWAL OF BIDS (§3-122-31 HAR)

1. Corrections to bids after bid openings but prior to award may be made under the following conditions:
 - (a) If the mistake is attributable to an arithmetical error, the Chairman shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.
 - (b) If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request

Instructions for Bid Submittal

correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request. Examples of such mistakes include:

- (1) Typographical errors;
- (2) Transposition errors;
- (3) Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.

(c) For reasons not allowable under Subsections II.C.1.(a) and II.C.1.(b) when the Chairman determines that the correction or waiver of an obvious mistake is in the best interest of the Department or is warranted for the fair treatment of other Bidders.

2. Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request.
3. Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the Chairman makes a written determination that the Department's procurement practices and policies would not be materially affected by such correction or withdrawal.

D. AWARD OF CONTRACT

1. The award of contract, if it be awarded, will be made within one hundred twenty (120) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Chairman in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.
2. If the contract is not awarded within the one hundred twenty (120) days noted in Subsection II.D.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.
3. No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawaii Revised Statutes as amended.

4. The contract will be drawn on the forms furnished by the Chairman. The contract will not be binding on the Department until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.
5. Prior to award of the contract, the Department shall verify compliance with Sections 103D-310 and 103D-328 HRS via Hawaii Compliance Express (HCE).

E. CANCELLATION OF AWARD.

The Department reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by the Department to any other Bidder.

F. REQUIREMENT OF PERFORMANCE BOND

1. A Performance Bond shall be required for contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file a good and sufficient performance bond on the form furnished by the Department, in an amount equal to fifty percent (50%) of the amount of the contract price unless otherwise stated in the solicitation of bids. An acceptable performance bond shall be limited to the following:
 2. Surety bond underwritten by a company licensed to issue bonds in this State; or
 3. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - (a) These instruments may be utilized only a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.
4. If the Contractor fails to deliver the required performance bond, the Contractor's award shall be canceled, the Department shall have the remedies provided below under FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

G. EXECUTION OF THE CONTRACT

1. The contract shall be signed by the successful Bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the Bidder is awarded the contract for execution or within such further time as the Chairman may allow. No proposal or contract shall be considered binding upon the Department until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the Chairman shall also endorse thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the Department's amount required by such contract.
2. On any individual award totaling less than \$25,000 (twenty five thousand dollars), the Department reserves the right to execute the contract by the issuance of a Purchase Order. Issuance of a Purchase Order shall result in a binding contract between the parties without further action by the Department. The issuance of a Purchase Order shall not be deemed a waiver of these General Conditions, and Contract Document requirements.

H. FAILURE TO EXECUTE THE CONTRACT

1. If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Chairman may allow, the Department shall be entitled to arrange a contract with the next low responsible and responsive Bidder or call for new bids, whichever method the Chairman may deem to be in the best interests of the Department.

IFB Checklist for Bidders
IFB-16-HHL-002
Kula Landscape Maintenance

Items required prior to Bid Opening:

- ☐ Notice of Intention to Bid, no later than 4:30 p.m., September 18, 2015.
- ☐ SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division by 4:30 p.m., September 18, 2015.

Items required with Sealed Bid:

- ☐ Bid Package Envelope Cover (with the words “Sealed Bid”), included with this IFB.

The Envelope Cover Form shall be used for Sealed Bid Envelopes. The cover form should be glued or taped to the front of the bid envelope and the information type- written or printed clearly in ink.

- ☐ Bid Offer Form (included with this IFB)

The total sum bid amount must be typed or clearly written in both numbers and words in the appropriate space on page 3 of the Bid Offer Form. Illegible writing on any portion of the Bid Offer Form, except for the signee’s signature, may be grounds for considering a Bid “non-responsive”.

- ☐ Corporate Resolution (Indicating who is authorized to sign bid documents and contracts)

Department of Hawaiian Home Lands - Land Development Division

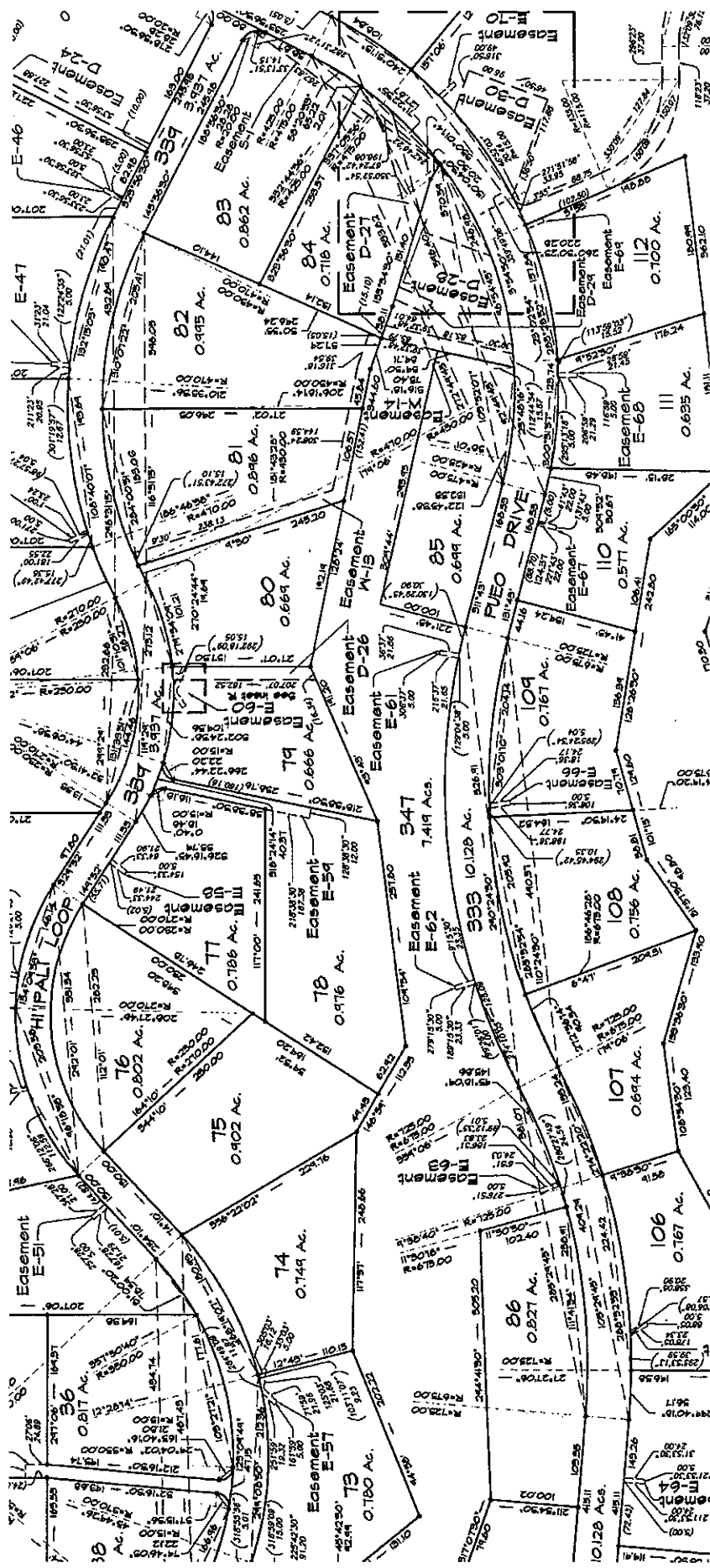
SIGN-IN SHEET

INVITATION FOR BIDS NO.: IFB-16-HHL-002	Project Description This project shall consist of furnishing all labor, equipment, cleaning supplies, materials and supervision to satisfactorily cut and maintain vegetation and remove all green waste off-site for public health and safety within DHHL's Kula, Maui land holdings.
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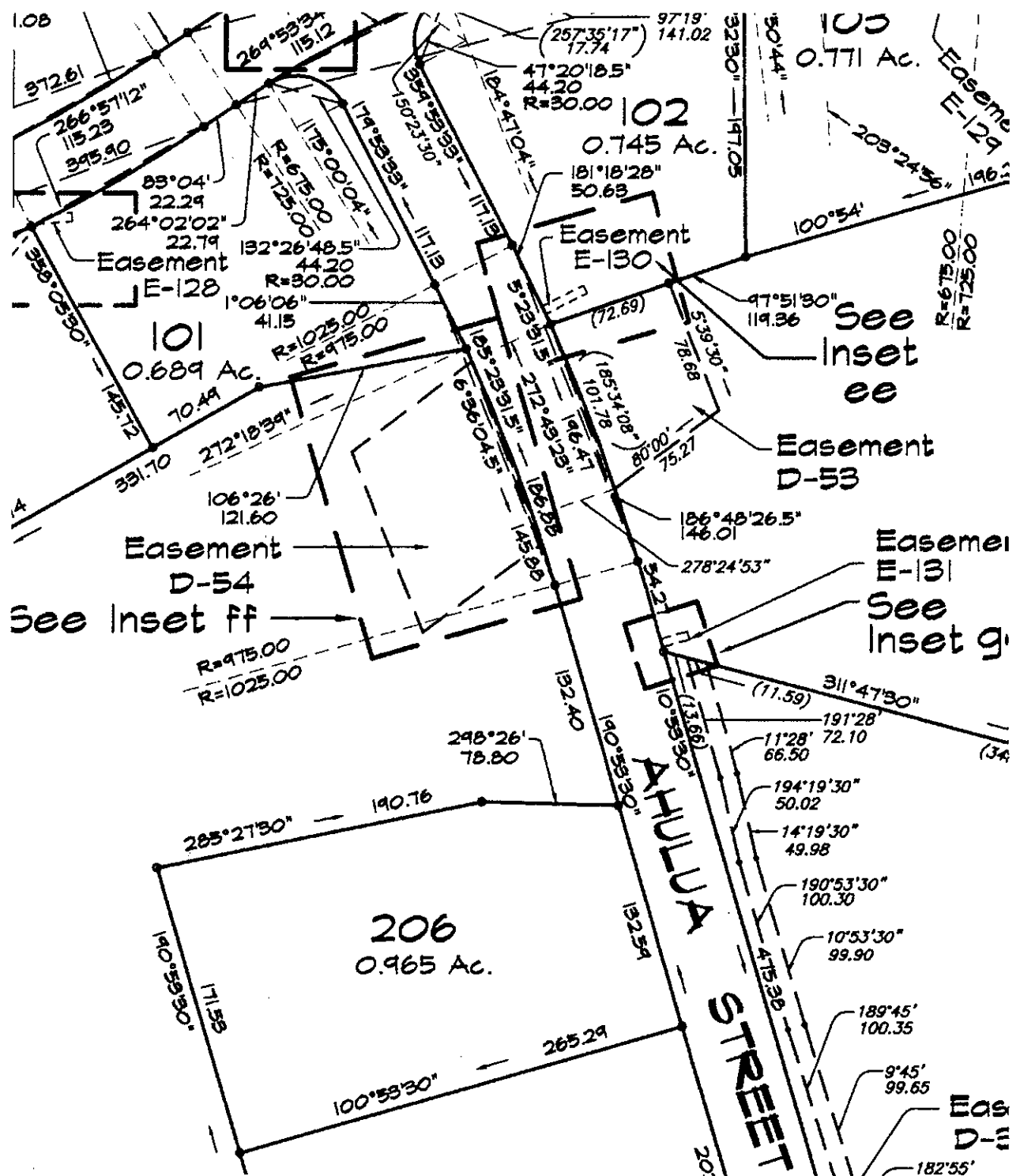
INSTRUCTIONS

Read this packet carefully. After completing this form, you may fax or E-mail this form to Stewart Matsunaga, Project Manager, at #620-9299 (Fax), or Stewart.t.matsunaga@hawaii.gov. If you have any questions, you may call Stewart Matsunaga at (808) 620-9283.

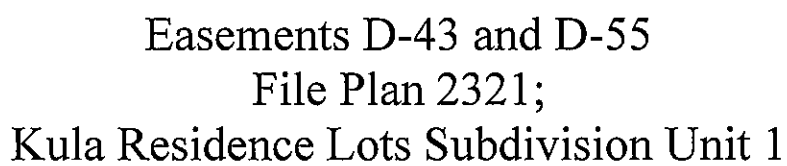
Pre-Bid Conference/Site Inspection:	<u>Date:</u> September 9, 2015 <u>Time:</u> 9:00 A.M. <u>Location:</u> Waiohuli Community Center, 881 Lauie Drive, Kula, Maui, Hawaii 96790.
1) Notice Of Intention To Bid, and 2) Standard Qualification Questionnaire Must Be Received By:	<u>Date:</u> September 18, 2015 <u>Time:</u> 4:30 PM <u>Location:</u> 91-5420 Kapolei Parkway, Kapolei, HI 96707 *Both may be faxed to: (808) 620-9299, or E-mailed to: Stewart.t.matsunaga@hawaii.gov . Questions or comments may be directed to Mr. Stewart Matsunaga, at: (808) 620-9283 (Ofc).
Bid Offers Due No Later Than: (Bid Opening to Follow)	<u>Date:</u> September 30, 2015 <u>Time:</u> 2:00 PM <u>Locations:</u> DHHL Maui District Office- 655 Kaumualii Street, Suite 1, Wailuku, Maui, HI 96793. * The 2:00 P.M. deadline shall be according to the official clock established at each location the bids are received.
Company: _____	Date: _____
Address: _____	
Contact Person: _____	Phone No. _____
Fax No. _____	Cell No. _____
Email Address: _____	
(Signature of Person Downloading Packet (Print Name & Title after signature))	

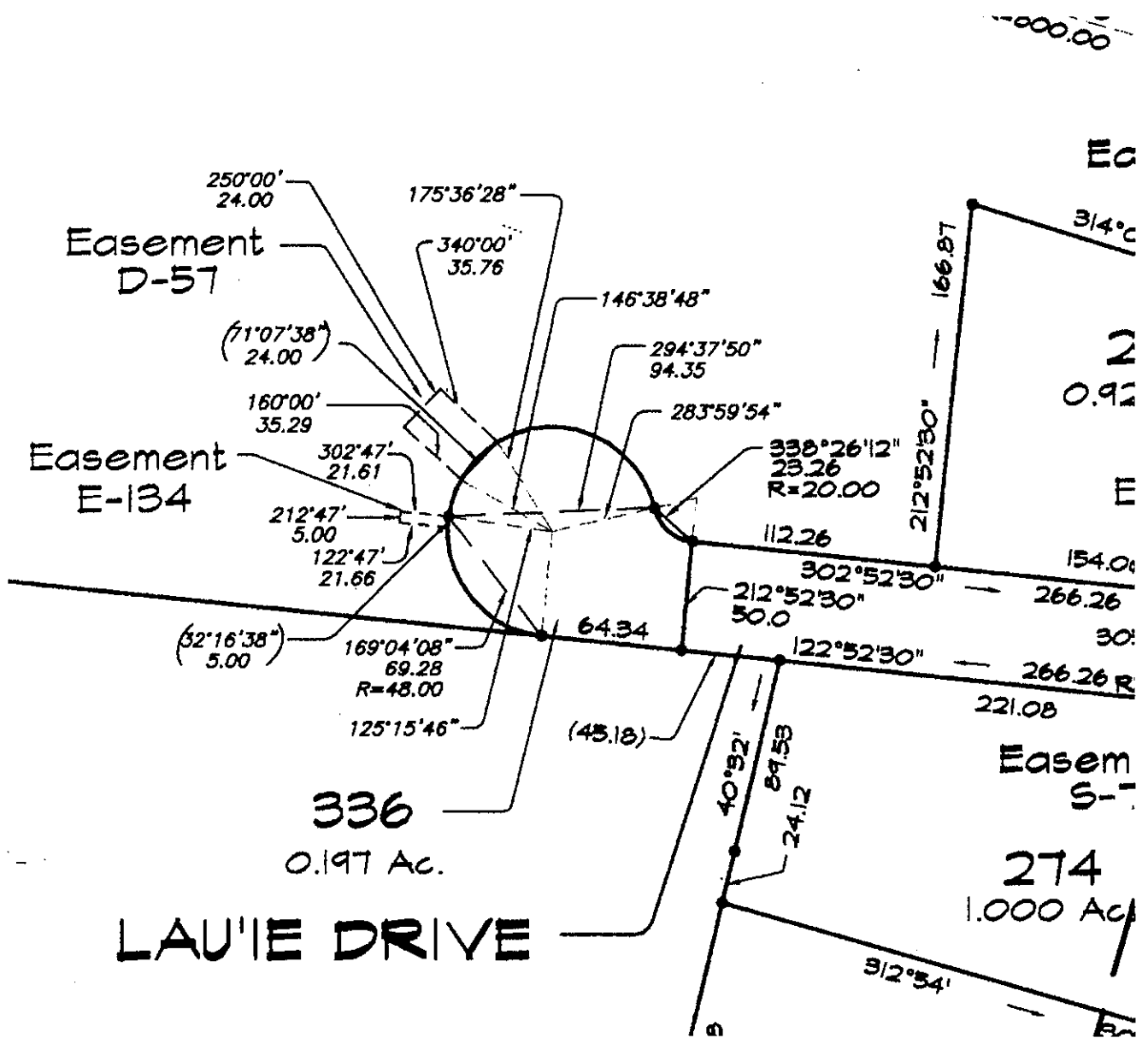


Easements D-30 and
 Portion of Lot 347 adjacent to Lot 84 until it reaches Lot 86
 File Plan 2321
 Kula Residence Lots Subdivision Unit 1

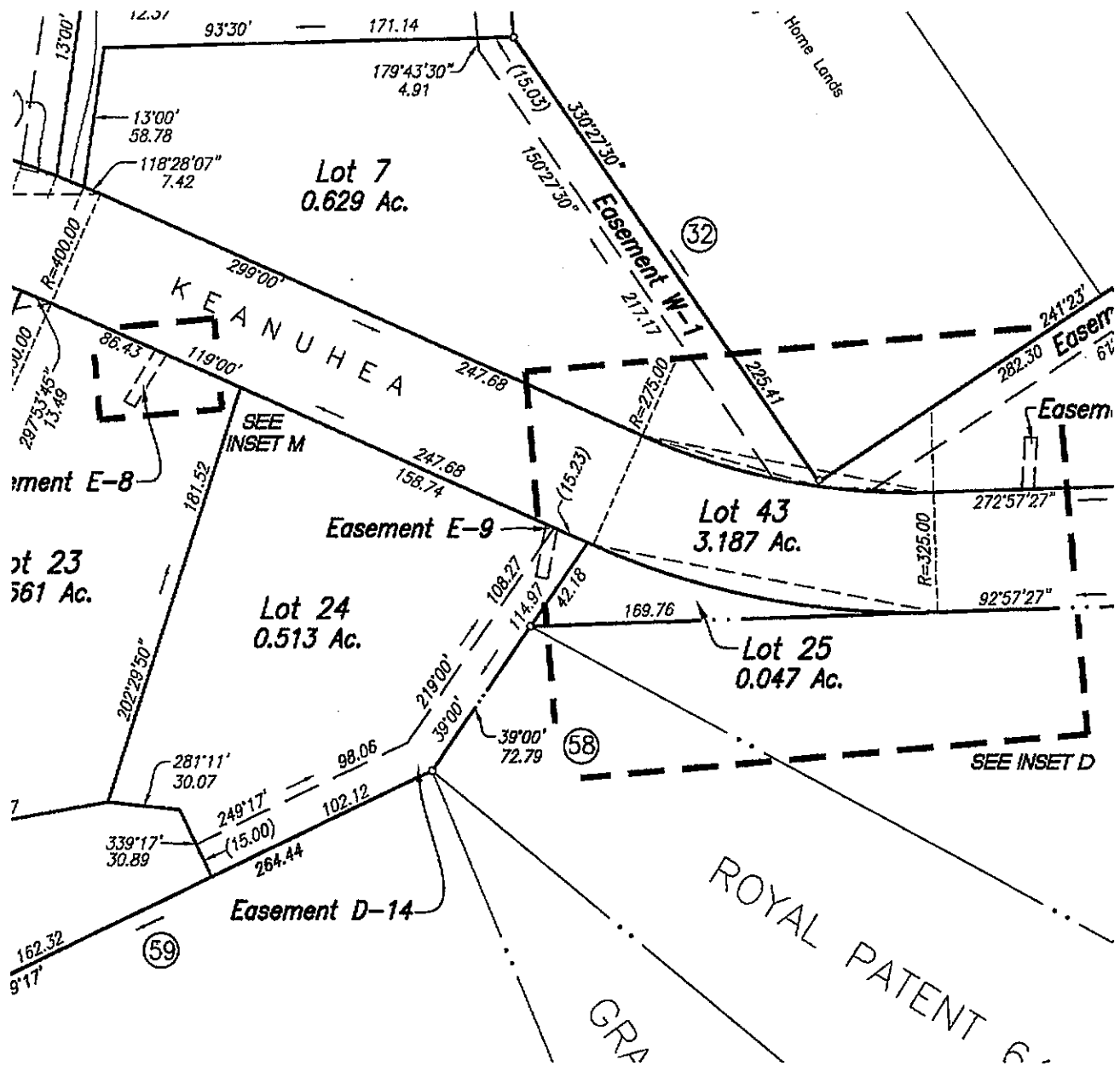


Easements D-53 & D-54
 File Plan 2321
 Kula Residence Lots Subdivision Unit 1





Easements D-57
 File Plan 2321;
 Kula Residence Lots Subdivision Unit 1



Lot 24 and Lot 25 (Detention Basin)
File Plan 2445
Waiohuli-Hikina

FILE PLAN 2321

A1. D-3 and D-4

A3. D-49 and D-52

A2. D-30 and portion of Lot 347

AA. D-53 and D-54

A5. D-35

Portion
No. D-49 and D-55

A7. D-57

LAND SITUATED ON THE NORTHWEST SIDE OF KULA HIGHWAY,
(FEDERAL AID PROJECT E-13-A) AND ON THE SOUTHWEST SIDE
OF THE LAND OF KONO
AT MA'ONOHI, MAKAHAEO, HAIL, HAWAII

1. PORTION OF THE GOVERNMENT (CROWN) LAND OF KINCHILL.
2. PORTION OF RP. 7800, L. C. AM. 8342, AP. 4 TO PUNYA.
3. ALL OF RP. 7800, L. C. AM. 8342, AP. 1 TO PUNYA.
4. ALL OF RP. 6336, L. C. AM. 3332, AP. 1 TO PADY AND.
5. ALL OF RP. 8443, L. C. AM. 8728, AP. 2 TO LINGHIE.

AND
DEGRADATION OF EASEMENTS A-1 TO A-5, INCLUSIVE
EASEMENTS D-1 TO D-50, INCLUSIVE
EASEMENTS E-1 TO E-30, INCLUSIVE
EASEMENTS F-1 TO F-3, INCLUSIVE

DELINEATION OF 25 FT. SIDE BUILDING SETBACK LINE
ALONG THE NORTHWEST SIDE OF KULA HIGHWAY (T.A.P. E-3-A)
AFFECTING LOTS 1, 134, 135, 136, 202 AND 246

DIRECTOR, DEPARTMENT OF NATURAL RESOURCES, STATE OF KANSAS
ADDRESS: 401 Plaza, 12th Floor
1000 Alhambra Street
Topeka, Kansas 66606

AUSTIN TITMUS, AND ASSOC., INC.

OF BAYVIEW STREET
SUITE 600
MINNEAPOLIS, MINN 55417

LETTERS
RECORDED
SERIALS
JUN 1981

approximately 1940-42
April 15, 1994

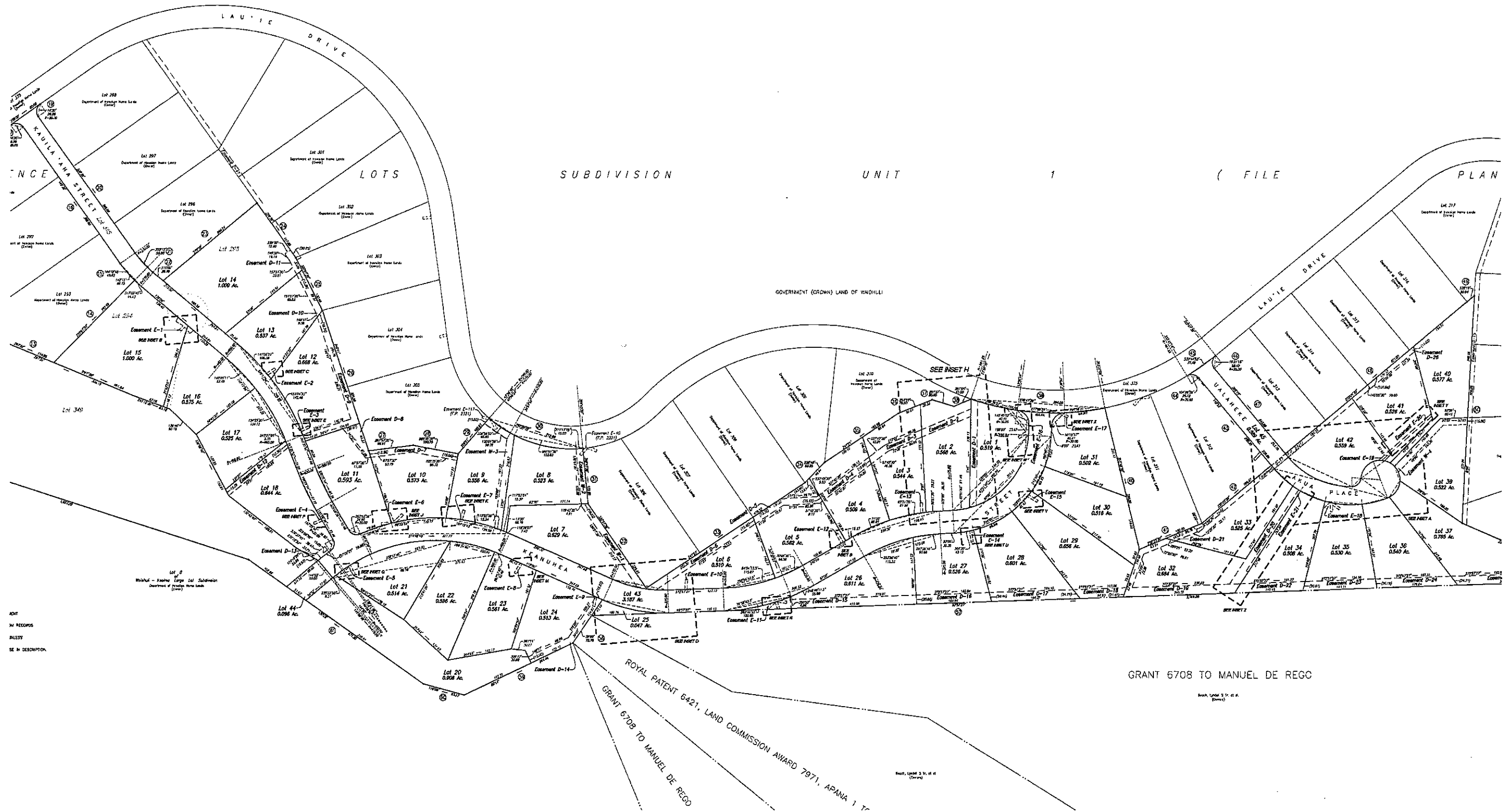
Raymond M. Robinson
Bates Law Service

[illegible]

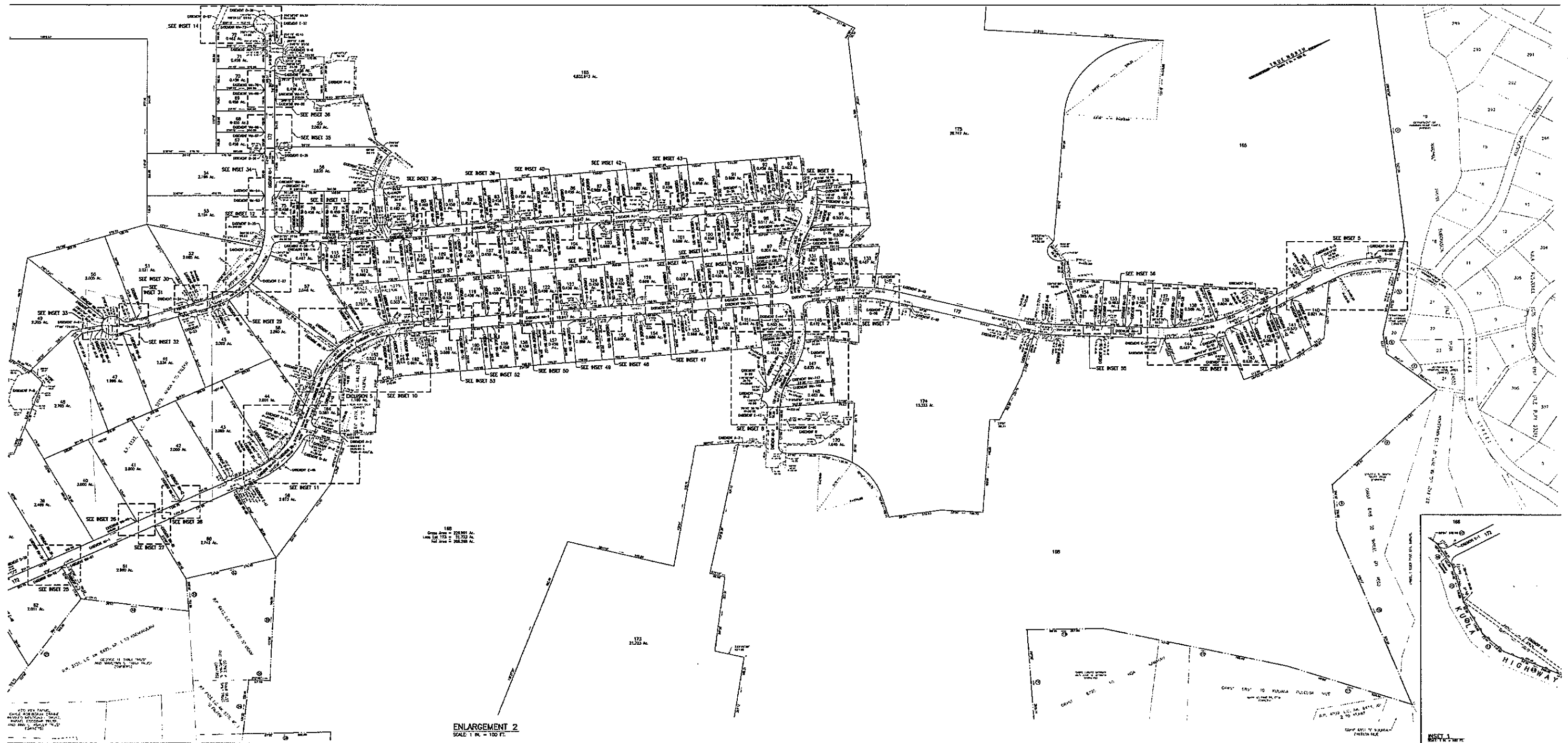
Handwritten: April 2, 2008 Steve Linn, Manager

A1 to A7

File Plan 2445 (Portion)
Waiohuli-Hikina
(B1) Lots 24 and 25 (Detention Basin)



File Plan 2481
 Keokea-Waiohuli Development
 Kula Landscape Maintenance (IFB-16-HHL-002)
B2. Easements D-27 and D-28 (Wide View)



Maps of Landscape Maintenance Areas for: IFB-16-HHL-002 Kula Landscape Maintenance

File Plans 2321, 2445 and 2481 may be viewed and downloaded from the following link:

<http://ags.hawaii.gov/survey/map-search/>

<u>Area Square Footages (Per File Plans):</u>		<u>Square Feet</u>
A1.	Easement D-3	8,403
	Easement D-4	6,381
A2.	Easement D-30 and Lot 347 (Portion)	(See File Plan)
A3.	Easements D-49	3,534
	Easement D-52	5,731
A4.	Easement D-53	6,462
	Easement D-54	9,444
A5.	Easement D-35 to Ahulua Street and	(See File Plan)
	10' above the drainage ditch within Lot 205.	(See File Plan)
A6.	Easement D-43	832
	Easement D-55	1,626
A7.	Easement D-57	828
 B. SEMI-ANNUAL BASIS:		
B1.	Waiohuli-Hikina (Detention Basin) (File Plan 2455)	
	Lot 24	22,346 (.513 Ac)
	Lot 25	2,047 (.047 Ac)
B2.	Keokea-Waiohuli Detention Basin (West end of Olakino Street; FP 2481)	
	Easement D-27	5,020
	Easement D-28	452

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

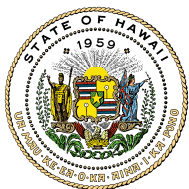
d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.



STATE OF HAWAII
SPECIAL CONDITIONS

Project: Kula Landscape Maintenance
Location: Kula, Waiohuli and Keokea, Maui, Hawaii
Contractor: TBD

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” “Department” “DHHL” and “STATE”.

SC-02 INSURANCE COVERAGE

The CONTRACTOR shall obtain separate insurance coverages for this project as noted below. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-contractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.
Builder’s Risk covering the CONTRACTOR and all subcontractors , if applicable	100% Replacement Value
Fire and extended coverage	100% Replacement Value



STATE OF HAWAII
SPECIAL CONDITIONS

Malicious Mischief	100% Replacement Value
Flood Insurance , if applicable	Maximum Coverage available

- a. The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to the DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or 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.
- d. CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its subcontractors' compliance with these insurance requirements and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any subcontractor.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before 730 calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$200.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH DHHL

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through the Land Development Division Project Manager, at Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

SC-04 ALLOWANCES

The proposal may contain payment items designated as allowances. Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

Any unspent allowance costs will be deducted from the contract by change order prior to final payment.

SC-05 CONTRACTOR'S LICENSING

It is the CONTRACTOR's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the CONTRACTOR does not hold all of the licenses required to perform a particular item of work on this project with its own workers, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

SC-06 SOIL AND DUST CONTROL

The CONTRACTOR shall institute a dust and airborne debris control program to minimize airborne fugitive dust nuisance, respectively for the entire duration of this project.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-07 GENERAL CONDITIONS VS. SPECIAL CONDITIONS

In the event of conflicts and/or discrepancies, the Special Conditions shall govern over Form AG-008, 103D General Conditions.

SC-08 STATUTORY REQUIREMENTS OF SECTION 103.55, HRS

Contractor shall complete and submit a wage certification form by which Contractor certifies that the services required will be performed pursuant to Section 103.55, HRS, as amended.

Section 103.55, HRS, provides that services in excess of \$25,000 shall be performed with wages not less than that which is paid to public officers and employees for similar work. Contractors are further advised that they are obligated to provide wages no less than prevailing wage rates in the event of wage rates increase for public employees performing similar work during the contract period.

All applicable laws of the Federal and State Governments relating to Worker's Compensation, Unemployment Compensation, payment of wages and safety will be complied with.

Contractor shall notify its employees performing work under this contract of the provisions under Section 103.55, HRS, and of the current wage rate(s) for public employees performing similar work. Contractor shall post a notice of this provision in the Contractor's place of business accessible to all employees, or include a copy of such notice with each paycheck or pay envelope furnished to the employee.

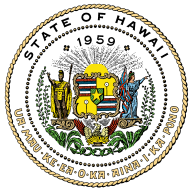
Class Specifications and Maintenance Wage Rate Schedule for State positions were incorporated as part of the Invitation for Bids document to assist in determining whether the work to be engaged under this contract are similar to job descriptions for public employees.

SC-09 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

SC-10 INADVERTENT DISCOVERY OF HUMAN BURIALS

Although not expected, in the event human burials are inadvertently discovered, the CONTRACTOR shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division, DHHL, Office of Hawaiian Affairs and the Maui - Lanai Islands Burial Council.



STATE OF HAWAII
SPECIAL CONDITIONS

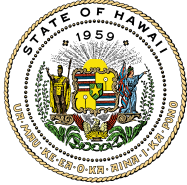
DHHL shall provide the CONTRACTOR with a Supplemental Contract for additional time added to the CONTRACTOR's performance schedule for the mitigation of any inadvertent discovery of human remains.

SC-11 FIRE PREVENTION PLAN

The site is dry and subject to fires. As such, the CONTRACTOR shall prepare a Comprehensive Fire Prevention Plan, post the regulations clearly at the site and enforce the plan.

SC-12 STATE GENERAL EXCISE TAX

This project is not exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's prices shall include the General Excise Tax for all work.



STATE OF HAWAII

**CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE**

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Jobie M. K. Masagatani

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Print Name)

(Print Title, if designee of the Director of DHRD)

(Date)

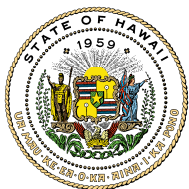


STATE OF HAWAII

TIME OF PERFORMANCE

Project: Kula Landscape Maintenance
Location: Kula, Waiohuli and Keokea, Maui, Hawaii
Contractor: TBD

1. The selected contractor shall enter into a contract for two (2) years (730 Calendar Days), subject to the availability of funds, with the official commencement date specified by the Notice to Proceed.
2. Unless terminated, the contract may be extended for not more than One (1) additional two (2)-year term, without the necessity of re-bidding upon mutual agreement in writing at least sixty (60) days prior to expiration, provided that the contract price for the extended period shall remain the same or lower than the initial bid price of the second year of the contract, or as adjusted in accordance with the price adjustment provisions in the contract's 'AG-008 103D General Conditions'.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

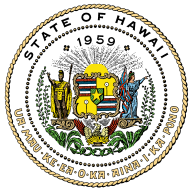
Project: Kula Landscape Maintenance
Location: Kula, Waiohuli and Keokea, Maui, Hawaii
Contractor: TBD

The State shall pay the CONTRACTOR a sum not to exceed _____
_____ AND ____/100 DOLLARS (\$) _____) for the satisfactory
completion of the work under this contract.

1st YEAR

SCOPE OF SERVICES: To furnishing all labor, equipment and supervision to satisfactorily cut trees and brush to ground level, cut, mow and trim vegetative ground cover to a height not to exceed three inches (3”), and properly dispose of the green waste and debris off-site.

Item	No. of Rounds	Description	Unit Price	Unit Total
A. QUARTERLY BASIS				
A1	4	Easements D-3 and D-4	\$ _____	\$ _____
A2	4	Easement D-30 and portion of Lot 347 adjacent to Lot 84 until it reaches Lot 86	\$ _____	\$ _____
A3	4	Easements D-49 and D-52	\$ _____	\$ _____
A4	4	Easements D-53 and D-54	\$ _____	\$ _____
A5	4	Easement D-35 to Ahulua Street and ten feet (10') above the drainage ditch within Lot 205	\$ _____	\$ _____
A6	4	Easements D-43 and D-55	\$ _____	\$ _____
A7	4	Easement D-57	\$ _____	\$ _____
B. SEMI-ANNUAL BASIS				
B1	2	Waiohuli-Hikina Lot 24 (Detention Basin) and Lot 25; (File Plan 2455)	\$ _____	\$ _____
B2	2	Keokea-Waiohuli Detention Basin at West end of Olakino Street, Easements D-27 and D-28; Keokea-Waiohuli Development Plan (File Plan 2481)	\$ _____	\$ _____



STATE OF HAWAII

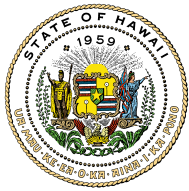
COMPENSATION AND PAYMENT SCHEDULE

C. TREE AND BRUSH CUTTING (Cut To Ground Level)				
C1	1	Cut trees and shrubs	Lump Sum	\$ _____
C2	1	Maintenance of Tree and Brush Remnants	Lump Sum	\$ _____
SUBTOTAL (Year 1):				\$ _____

2nd YEAR

SCOPE OF SERVICES: To furnishing all labor, equipment and supervision to satisfactorily cut trees and brush to ground level, cut, mow and trim vegetative ground cover to a height not to exceed three inches (3”), and properly dispose of the green waste and debris off-site.

Item	No. of Rounds	Description	Unit Price	Unit Total
A. QUARTERLY BASIS				
A1	4	Easements D-3 and D-4	\$ _____	\$ _____
A2	4	Easement D-30 and portion of Lot 347 adjacent to Lot 84 until it reaches Lot 86	\$ _____	\$ _____
A3	4	Easements D-49 and D-52	\$ _____	\$ _____
A4	4	Easements D-53 and D-54	\$ _____	\$ _____
A5	4	Easement D-35 to Ahulua Street and ten feet (10’) above the drainage ditch within Lot 205	\$ _____	\$ _____
A6	4	Easements D-43 and D-55	\$ _____	\$ _____
A7	4	Easement D-57	\$ _____	\$ _____
B. SEMI-ANNUAL BASIS				
B1	2	Waiohuli-Hikina Lot 24 (Detention Basin) and Lot 25; (File Plan 2455)	\$ _____	\$ _____
B2	2	Keokea-Waiohuli Detention Basin at West end of Olakino Street, Easements D-27 and D-28; Keokea-Waiohuli Development Plan (File Plan 2481)	\$ _____	\$ _____



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

C. TREE AND BRUSH CUTTING (To Ground Level)				
C1	1	Cut trees and shrubs	Lump Sum	\$ _____
C2	1	Maintenance of Tree and Brush Remnants	Lump Sum	\$ _____
SUBTOTAL (Year 2):				\$ _____

D. GENERAL EXCISE TAX (4.166%) (Years 1 and 2)	\$ _____
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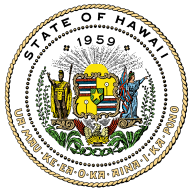
E. ALLOWANCE for clearing of vacant lots and/or other unencumbered areas, and the removal of unforeseen trash and dumped items as directed by DHHL.	\$ <u>30,000.00</u>
--	----------------------------

Subtotal (1): \$ _____
Subtotal (2): \$ _____
GET (4.166%): \$ _____
Allowance: \$ 30,000.00

TOTAL SUM BID = \$ _____.

TOTAL SUM BID = _____.

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.



STATE OF HAWAII

SCOPE OF SERVICES

Project: Maui Landscape Maintenance
Location: Kula, Waiohuli and Keokea, Maui, Hawaii
Contractor: TBD

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services listed below and detailed in Invitation for Bids IFB-16-HHL-002 and in CONTRACTOR's proposal submitted _____, 2015, in a proper and satisfactory manner as determined by the STATE and in accordance with all Federal, State and local laws, both of which are incorporated by reference.

SCOPE OF SERVICES: To furnishing all labor, equipment and supervision to satisfactorily cut trees and brush to ground level, cut, mow and trim vegetative ground cover to a height not to exceed three inches (3”), and properly dispose of the green waste and debris off-site.

A. QUARTERLY BASIS:

- A1. Easements D-3 and D-4
- A2. Easement D-30 and portion of Lot 347 adjacent to Lot 84 until it reaches Lot 86.
- A3. Easements D-49 and D-52.
- A4. Easements D-53 and D-54.
- A5. Easement D-35 to Ahulua Street and ten feet (10') above the drainage ditch within Lot 205.
- A6. Easements D-43 and D-55.
- A7. Easement D-57

B. SEMI-ANNUAL BASIS:

- B1. Waiohuli-Hikina Lot 24 (Detention Basin) and Lot 25; (File Plan 2455).
- B2. Keokea-Waiohuli Detention Basin at West end of Olakino Street, Easements D-27 and D-28; Keokea-Waiohuli Development Plan (File Plan 2481).

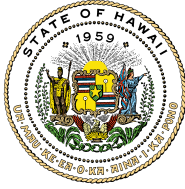
C. TREE AND BRUSH CUTTING (Cut to Ground Level):

- C1. Cut trees and shrubs
- C2. Maintenance of Tree and Brush Remnants

D. OTHER:

- D1. Allowance for clearing of vacant lots and/or other unencumbered areas, and the removal of unforeseen trash and dumped items as directed by DHHL.

* An area map showing the landscape maintenance areas is attached hereto as “Attachment-S1(A)”.



STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

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

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

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

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

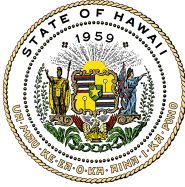
By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

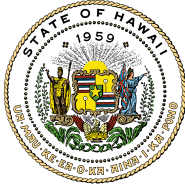
Notary Name: _____ Circuit

Doc. Description: Contract for Goods or Services Based Upon
Competitive Sealed Bids

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____ Department of Hawaiian Home Lands _____,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____ Chairman, Hawaiian Homes Commission _____,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 _____
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal
and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to _____ HHCA of 1920, as amended _____, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) Hawaiian Homes Trust Fund

(Identify state sources)

or (2) _____

(Identify federal sources)

or both, in the following amounts: State \$ _____

Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB-16-HHL-002 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed _____

TBD _____ DOLLARS
(\$ TBD), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☒ is required to provide or ☐ is not required to provide: ☒ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Two Hundred and 00/100 _____ DOLLARS (\$ 200.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Jobie M. K. Masagatani

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)

compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

☐ I am an officer of the **Contractor** for this contract.

☐ I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
_____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature

Date

NOTARY CERTIFICATION

CONTRACTOR ACKNOWLEDGMENT

CONTRACTOR ACKNOWLEDGMENT:

On this _____ day of _____, 19_____, before me
appeared _____ and _____
to me known to be the person(s) described in and, who, being by me duly sworn, did say that
he/she/they is/are _____ and _____
of _____
the Contractor named in the foregoing instrument, and that he/she/they is/are authorized to
sign said instrument in behalf of the Contractor, and acknowledges that he/she/they executed
said instrument as the free act and deed of the Contractor.

My commission expires: _____

EXHIBIT H

**PERFORMANCE BOND
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)**

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____, its successors and assigns, as Obligee, hereinafter called Obligee,
(State/County Entity)
in the amount of _____

(Dollar Amount of Contract)
DOLLARS (\$ _____), lawful money of the United States of America, for the
payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its
heirs, executors, administrators, successors and assigns, firmly by these presents. Said
amount is evidenced by:

- ☐ Legal tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to _____;
Description _____;
- ☐ Certificate of Deposit, No. _____, dated _____ issued
by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;
- ☐ Cashier's Check No. _____, dated _____, drawn
on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;
- ☐ Teller's Check No. _____, dated _____, drawn
on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;

- ☐ Treasurer's Check No. _____, dated _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ Official Check No. _____, dated _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ Certified Check No. _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

and entered into Supplemental Agreement No. _____, dated _____ for the period _____; hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT G

**PERFORMANCE BOND (SURETY)
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)**

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety
in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of

DOLLARS (\$ _____), to which payment Principal and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated
_____ for _____

and entered into Supplemental Agreement No. _____, dated _____ for the period

hereinafter collectively called Contract, which Contract is incorporated herein by reference and
made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time,
alterations, or additions to the terms of the Contract, including the work to be performed
thereunder, and the specifications or drawings accompanying same, shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal, Surety shall either remedy the Default, or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT C

PERFORMANCE BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____, its successors and assigns, as Oblige, hereinafter called
(State/County Entity)
Oblige, in the amount of _____

(Dollar Amount of Contract)

DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which to the said Oblige, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ Legal tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to
Description _____;
_____;
- ☐ Certificate of Deposit, No. _____, dated _____, issued by
_____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;
- ☐ Cashier's Check No. _____, dated _____, issued
by _____,
drawn on _____,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____;
_____;

- ☐ Teller's Check No. _____, dated _____, issued by _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ Treasurer's Check No. _____, dated _____, issued by _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ Official Check No. _____, dated _____, issued by _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- ☐ Certified Check No. _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

 hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this _____ day of _____, _____.

(Seal)

Name of Contractor

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT B

PERFORMANCE BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_____, for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

Corporate Resolution Form

CORPORATE RESOLUTION
(Name of Corporation - Use Letterhead)

I, _____, Secretary of _____
Corporation, a _____ 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 located at
_____,
(address)

on the _____ 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 of
President or Vice President, 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 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 or
Municipal Government of said State, or any department or subdivision of
any of them."

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

Secretary

(Names and Addresses of:)
President
Vice President
Secretary