

STATE OF HAWAII

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
OFFICE OF ENTERPRISE TECHNOLOGY SERVICES

HONOLULU, HAWAII

STATEWIDE GRASS CUTTING BUILDING MAINTENANCE, BRUSH CLEARING, AND FIRE
BREAK MAINTENANCE AT REMOTE TELECOMMUNICATIONS FACILITIES

Bids must be submitted via HlePRO
by 2:00 P.M. (HST) on April 14, 2023

Notify ETS Technical Representative if you intend to attend the inspection visits no later than 12:00 PM Friday March 3, 2023. If not notified by any vendor, ETS staff is not required to attend a site inspection visit and no access will be possible.

Technical questions relating to this bid solicitation shall be directed to Mr. Vincent E. Krog, telephone (808) 492-0807, or e-mail: vincent.e.krog@hawaii.gov.

Procurement questions relating to this bid solicitation shall be directed to Todd Omura, telephone (808) 586-1824, or e-mail: todd.t.omura@hawaii.gov

1.0 **Significant Dates**

Legal Ad Date: _____ Monday February 27, 2023

Notification of Attendance: _____ 12:00 PM Friday March 3, 2023

Site Visits: _____ Monday March 20, 2023 – Tuesday March 28, 2023

Deadline for Questions: _____ 12:00 PM Friday March 31, 2023

Questions Answered: _____ 4:00 PM Friday April 7, 2023

Bids Due / Opening: _____ 2:00 PM Friday April 14, 2023

STATEWIDE GRASS CUTTING BUILDING MAINTENANCE, BRUSH CLEARING, AND FIRE
BREAK MAINTENANCE AT REMOTE TELECOMMUNICATIONS FACILITIES

Chief Information Officer
Office of Enterprise Technology Services
Department of Accounting and General Services
State of Hawai'i
Honolulu, Hawai'i 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions, and in the General Conditions, Form AG-008 103D (Rev. 02/xx/14) attached to HlePRO solicitation; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____
Telephone No.: _____
Fax No.: _____
e-mail Address: _____

Respectfully submitted,

Exact Legal Name of Offeror (Company)

Payment address, if other than street
address at right:

Authorized Signature (Original)

Title

Street Address

Hawaii General Excise Tax Lic. I.D. No.:

City, State, Zip Code

Social Security or Federal I.D. No.:

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

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture ___ Other
(specify)

State of incorporation: Hawai'i ___ *Other _____
(Specify jurisdiction)

*If "other", is corporate seal available in Hawai'i? ___ Yes ___ No

The following bid (Pages OF-2 and OF-3) is hereby submitted for Statewide Grass Cutting and Building Maintenance, Brush Clearing, and Fire Break Maintenance at Remote Telecommunications Facilities

Per visit cost by site once every THREE months:

Item 1. Kauai

1A. Mt. Kilohana, Kaua'i:

Grass Cutting, Building Maintenance, AND Brush Clearing ----- \$

1B. Kaua'i High School, Kaua'i:

Grass Cutting ----- \$

1C. Kukui, Kaua'i:

Grass Cutting, Building Maintenance, AND Brush Clearing ----- \$

1D. Kukuilono, Kaua'i:

Grass Cutting, Building Maintenance ----- \$

Item 2. Oahu

2A. Koko Head, O'ahu:

Grass Cutting, Building Maintenance, AND Fire-Break Maintenance ----- \$

2B. Pahole, O'ahu:

Grass Cutting, Building Maintenance ----- \$

2C. Round Top, O'ahu:

Grass Cutting, Building Maintenance ----- \$

2D. Waimanalo Ridge, O'ahu:

Grass Cutting, Building Maintenance, AND Fire-Break Maintenance ----- \$

Item 3. Maui County

3A. Pu'u Nana, Moloka'i:

Grass Cutting, Building Maintenance, AND Fire-Break Maintenance ----- \$

3B. Pu'u Kilea, Lana'i:

Grass Cutting, Building Maintenance ----- \$

Item 4. Hawaii

4A. Humuula, Hawai'i:

Grass Cutting, Building Maintenance ----- \$

4B. Kahua Ranch, Hawai'i:

Grass Cutting, Building Maintenance ----- \$

4C. Kaupulehu, Hawai'i:

Grass Cutting, Building Maintenance ----- \$

4D. Waiakea, Hawai'i:

Grass Cutting, Building Maintenance ----- \$

Annual Sum of All Items 1A Through 4D X 4:

\$

I understand and agree that the State has the unilateral right to delete from the contract any telecommunications site(s) or item(s) above in its or their entirety at the pro-rated annual cost of the price bid for that site and/or items.

Prices quoted by the Offeror in the bid proposal shall remain firm for the longer of sixty days following formal notification of award, or through May 31, 2023.

OFFEROR MUST SIGN PAGE OF-2, OF-3, AND OF-4 ON THE OFFER FORM WITH BLUE OR BLACK COLOR PERMANENT INK. DOLLAR AMOUNTS AND NAMES OF REFERENCES ON THESE PAGES MUST BE ENTERED IN PERMANENT INK OR TYPEWRITTEN.

EXACT LEGAL NAME OF OFFEROR (COMPANY): _____

AUTHORIZED SIGNATURE (ORIGINAL): _____

TITLE: _____

INSURANCE COVERAGE

	<u>Carrier</u>	<u>Policy No.</u>
1. Commercial General Liability	_____	_____
2. Workers' Compensation	_____	_____
3. Temporary Disability	_____	_____
4. Prepaid Health Care	_____	_____
5. Automobile Insurance	_____	_____

REFERENCES

Offeror shall list below the names and addresses of two (2) companies or government agencies in the State of Hawai'i other than the State of Hawai'i government for which it has provided or is currently providing maintenance services for Grass Cutting and building maintenance, etc. that is substantially similar to those requested herein:

	<u>Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____			
2.	_____			

OFFEROR MUST SIGN PAGE OF-2, AND OF-3, ON THE OFFER FORM WITH BLUE OR BLACK COLOR PERMANENT INK. DOLLAR AMOUNTS AND NAMES OF REFERENCES ON THESE PAGES MUST BE ENTERED IN PERMANENT INK OR TYPEWRITTEN.

EXACT LEGAL NAME OF OFFEROR (COMPANY): _____

AUTHORIZED SIGNATURE (ORIGINAL): _____

TITLE: _____

WAGE CERTIFICATE
(For Service Contracts)

Subject: Solicitation No.: _____

Title of Solicitation: _____

(To be completed by Offeror)

Pursuant to Section 103-55, Hawai'i Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and

The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

1. INTRODUCTION

The State of Hawai'i, Department of Accounting and General Services (DAGS), Office of Enterprise Technology Services (ETS), formerly known as Information and Communication Services Division (ICSD) owns and operates radio facilities statewide. The State radio facilities support microwave communications and land mobile radio communications systems used by State, federal, and county agencies. Many of the State's radio facilities are located at remote areas that require the use of a four-wheel drive (4WD) vehicle to safely access the facility. Because these facilities house and support mission critical systems used to support life, health, and safety, ETS has decided to award this work to a single entity to ensure that security procedures are followed in a uniform and responsible manner and that all work is done in a safe, consistent, and reliable manner.

2. BID SPECIFICATIONS

2.0 Overview

Service provided by the successful Offeror for this contract, in accordance with the specifications herein, includes the routine upkeep of grounds and property so that areas within and around radio facility boundaries are kept neatly groomed and cut back to provide a clean, neat and safe work environment. As part of this work, the successful Offeror shall trim unwanted vegetation and remove the trimmings from the site and dispose of them in an environmentally appropriate manner. Grass Cutting work includes but is not limited to trimming and removal of unwanted vegetation. Building maintenance services includes, but are not limited to: cleaning, rubbish removal, provisioning of supplies as specified, replacement of light bulbs, maintenance of door seals and threshold barriers to keep out insects, and lubrication of door locks and hinges. Building maintenance also includes miscellaneous tasks such as removal of debris from building roofs where specified and occasional touch-up painting. Brush clearing and fire break maintenance services are required at certain locations to enable vehicle passage and/or provide a clear area to minimize wildfire threats to facilities.

All labor, wages (both regular and overtime), personnel travel costs, per diem, parts, materials, supplies (both required by this specification and those used by the Offeror), consumables (such as, but not limited to, light bulbs and lubricants), tools, equipment, safety gear, costs for storage, transportation, shipping, supervision, access fees, inspection fees, and taxes as required to accomplish the maintenance activities described herein shall be included in the fixed price bid.

2.1 Work Locations

Mt. Kilohana, Kaua'i: located on Grove Farm property mauka of the agricultural fields above Lihue several miles past the end of Ehiku Street. Use of a 4WD vehicle is required to safely access the radio facility.

Kauai High School, Kaua'i: located at 3577 Lala Road in Lihue. Monopole is near the athletic field. Keys to parking lot near monopole and to fencing surrounding the monopole can be picked up from a State point of contact in Lihue. Please contact State Radio Engineer for personnel who will issue keys. ****NOTE**** because this is a school, it is required to contact the School Administrative Services Assistant (SASA) no less than 24 hours ahead of time so they know you will be on site. SASA contact number is (808) 274-3160 ext. 101 or you may call the main line to the school (808) 274-3160 and ask to speak with the SASA. 24-hour notice is not necessary for emergency related visits/repairs that require immediate attention. Any contractor

not providing a minimum 24-hour notice to the school will be removed from the access list but will still be contractually obligated to fulfill the terms of their contract.

Kukui, Kaua'i: located on the left side of the road approximately 8.75 miles up Hwy 550 from the turn off Kaumualii Hwy in Waimea.

Kukuiolono, Kaua'i: Located on Kukuiolono Golf Course in Kalaheo, Kauai.

Koko Head, O'ahu: located within the Hanauma Bay Nature Preserve about one mile south of Kalaniana'ole Highway, State Route 72, at 7501 Kalaniana'ole Highway, Honolulu.

Pahole, O'ahu: located on the grounds of the DLNR Mokuleia rare plant nursery past Peacock Flats. The access road turns off the main road roughly 2.3 miles past Waiialua High School.

Round Top, O'ahu: within Pu'u Ualakaa State Park at 3270 Round Top Drive, Honolulu 96822.

Waimanalo Ridge, O'ahu: located at the end of a private 1.1 mile paved access driveway which starts at the upper end of Kamehame Drive. This site is comprised of the former Navy equipment building 133 and antenna tower platform 133A and is bordered on one side by the fence for the City radio site.

Pu'u Nana, Moloka'i: located south of Maunaloa Road (State Route 460) about 5 miles west of the Moloka'i Airport, in the Kaluakoi District of Moloka'i. A ½ mile dirt access trail leads south to the facility. This remotely located radio facility does not have a street address. Use of a 4WD vehicle is required to safely access the radio facility.

Pu'u Kilea, Lāna'i: located in the forest above Lāna'i City on Munro Trail, approximately 3 miles past the end of the paved section of the trail. This remotely located radio facility does not have a street address. Use of a 4WD vehicle is required to safely access the facility.

Humuula, Hawai'i: located on the south slope of Mauna Kea, approximately 1 mile west of Mauna Kea access road (turnoff is to the left just past the Mauna Kea information sign). A 4WD vehicle is required for access over a trail that traverses open pasture.

Kahua Ranch, Hawai'i: located approximately 9 miles after turning on to Kohala Mountain Road (Hwy 250) from Kawaihae Road.

Kaupulehu, Hawai'i: located north of Kona, 2.2 miles mauka of the 29-mile marker on the Mamalahoa highway (State Route 190). This remotely located radio facility does not have a street address. Use of a 4WD vehicle is required to safely access the facility.

Waiakea, Hawai'i: located in Hilo, Hawai'i on an access road mauka of Komohana Road between Nowelo Street and Puainako Street. It is approximately 1,500 feet north of Puainako Street.

2.2 **Grass Cutting Upkeep Services**

Contractor will begin this work the month following the issuance of the Purchase Order (PO), then every 3 months thereafter (EXAMPLE: PO is issued July. Work to begin August and from there services to be rendered November, February and May).

Routine Grass Cutting upkeep shall consist of the following services performed during daylight hours:

- a. Trim grass and plants growing within the boundary of the radio site.
- b. Remove and eradicate all weeds, weed roots, shrubs, and new growth trees within 10 feet of the building, fence line, fuel tanks, tower, and the cable trays between the building and tower. Remove any vines, weeds, or moss growing on, near, or over the building, generator, fuel tanks, tower, and cable trays. At sites where the edge of the forest abuts the fence line remove and eradicate all weeds, weed roots, shrubs, and new growth trees that are within the portion of the forest within 10 feet of the fence line. The telecommunication site always includes the space under the tower and the cable bridge.
- c. Remove from the site and properly dispose of all landscape maintenance generated rubbish. Cuttings shall be bagged, removed, and disposed of in accordance with the requirements of the local government.
- d. Remove any debris that has accumulated around the base of the tower and ensure that the tower leg bolts are free from debris and dirt.
- e. At the **Pu'u Kilea facility**, trim vegetation back from property line and antenna line. As noted below in 2.3 item k, please ensure to keep the roof clear of vegetation.
- f. At the **Kahua Ranch facility**, pull weeds in the compound. Weed eaters may be utilized outside the fenceline. However, it is prohibited to use mowers, blowers and any chemical sprays. Any contractor violating this condition is considered in breach of the contract and will be cause for termination of the contract.
- g. Contractor must begin performing the work the month following the issuance of the Purchase Order (PO), then every 3 months thereafter. Do not carry out the contracted effort in any months that are inconsistent to the timeline cited as to avoid any close overlap or widespread duration of maintenance work. Any extenuating circumstances that may prevent contractor from accomplishing the work in the appropriate month must be communicated with the Technical Representative (State Radio Engineer) or Contract Administrator.

2.3 **Building Maintenance Services**

Contractor will begin this work the month following the issuance of the Purchase Order (PO), then every 3 months thereafter (EXAMPLE: PO is issued July. Work to begin August and from there services to be rendered November, February and May).

Building Maintenance Services shall consist of the following services performed during daylight hours:

- a. Unless they already exist on site, the Contractor shall furnish and leave at each facility the following supplies:

- i. Small metal rubbish can and extra can liner plastic trash bags
- ii. Upright sweeping broom or corn broom
- iii. Hand broom and dust bin
- iv. Synthetic doormat for each entryway (to be kept inside door)
- v. One roll of paper towels and one roll of toilet paper
- vi. One 16-ounce aerosol spray can of Tri Flow Superior PTFE Lubricant, part number TF20027, or equivalent lubricant
- vii. One 20-ounce (minimum) Cold Galvanizing Compound spray

The Contractor shall replace missing supplies at least once per calendar year.

- b. Remove from the site and properly dispose of all cans of WD-40 lubricants.
- c. Lubricate all locks and door hinges with Tri-Flow Superior Lubricant formulated with Polytetrafluoroethylene (PTFE) or Houdini Lock Lube. The use of WD-40 is prohibited.
- d. Replace all failed room light bulbs and entry door light fixture bulbs as necessary. The Contractor is not responsible for replacing light bulbs in dusk-to-dawn light fixtures or aviation warning lamps.
- e. Vacuum interior floors. No leaf blowers shall be used within the building.
- f. Wet mop floors and re-coat with wax as necessary.
- g. Empty all rubbish cans, properly remove and discard rubbish, and replace rubbish can liner. Contact the State Radio Engineer if there are any questions regarding if an item is to be kept or discarded.
- h. Maintain interior free of rodents, insects and dust. Seal or close any openings, which may permit rodents, insects and dust to enter the building. Clean up and remove any rodent or insect droppings and make sure the building and its eaves are clear of any insect, spider, or wasp nests.
- i. Replace or add, if necessary, barrier strips at door thresholds to keep buildings sealed.
- j. Replace or add, if necessary, weather-stripping around door frames.
- k. Inspect roof of building and roof flashing for water ponding or incursion and report any ponding or roof problems to the State Radio Engineer in writing. Remove leaves, branches, vegetation and other debris from the building roof, eaves, rain gutters, and downspouts. Remove from site and properly dispose of all debris.
- l. Inspect exterior of building for structure and paint deterioration. Inspect building walls, building foundation, and walkways for cracks. Report any problems discovered to the State Radio Engineer in writing.
- m. Perform minor touch up of paint chipping or flaking with water base latex for exterior walls and UGL Dry-Loc or equivalent for interior walls.
- n. Contractor must begin performing the work the month following the issuance of the Purchase Order (PO), then every 3 months thereafter. Do not carry out the contracted effort

in any months that are inconsistent to the timeline cited as to avoid any close overlap or widespread duration of maintenance work. Any extenuating circumstances that may prevent contractor from accomplishing the work in the appropriate month must be communicated with the State Radio Engineer or Contract Administrator.

2.4 **Brush Clearing**

Contractor will begin this work the month following the issuance of the Purchase Order (PO), then every 3 months thereafter (EXAMPLE: PO is issued July. Work to begin August and from there services to be rendered November, February and May).

Brush clearing services are required to keep both the paved driveway and the dirt roads leading to the **Mt. Kilohana radio facility** open for safe vehicle access. Note that the total section to be cleared includes approximately 1 mile of dirt road in addition to the 0.2 mile driveway. Starting from the site gate, the portion to be cleared extends beyond the state property fence at the end of the paved road, past the next gate through the cow pasture to the gate near the irrigation ditch edging the fields. Note that the length to be kept clear is substantially longer than just the paved driveway portion between the upper gate and ETS building. Brush clearing shall consist of the following services:

- Cut back all vegetation growing in the roadway and extending three feet beyond the end of the roadway on either side of the driveway and the old cane field access road between the State radio facility fence and the irrigation ditch.
- Remove mud and debris accumulating in the low spot on the paved access driveway.
- At the **Mt. Kilohana facility** fence line, cut back the vegetation growing to the right side of the gate of the site fence as viewed from the driveway (the building is on the left side of the compound in this view). Trim the vegetation along that fence so that it is trimmed to the ground 3' from the fence line, and such that up to 10' outside the fence line the vegetation is no higher than the fence.
- At the **Kukui facility** brush control path from tower to each guy wire anchor.
- Contractor must begin performing the work the month following the issuance of the Purchase Order (PO), then every 3 months thereafter. Do not carry out the contracted effort in any months that are inconsistent to the timeline cited as to avoid any close overlap or widespread duration of maintenance work. Any extenuating circumstances that may prevent contractor from accomplishing the work in the appropriate month must be communicated with the State Radio Engineer or Contract Administrator.

2.5 **Fire-Break Maintenance**

Contractor will begin this work the month following the issuance of the Purchase Order (PO), then every 3 months thereafter (EXAMPLE: PO is issued July. Work to begin August and from there services to be rendered November, February and May).

Fire-Break Maintenance Services shall be done at the following sites and include the services specified for each:

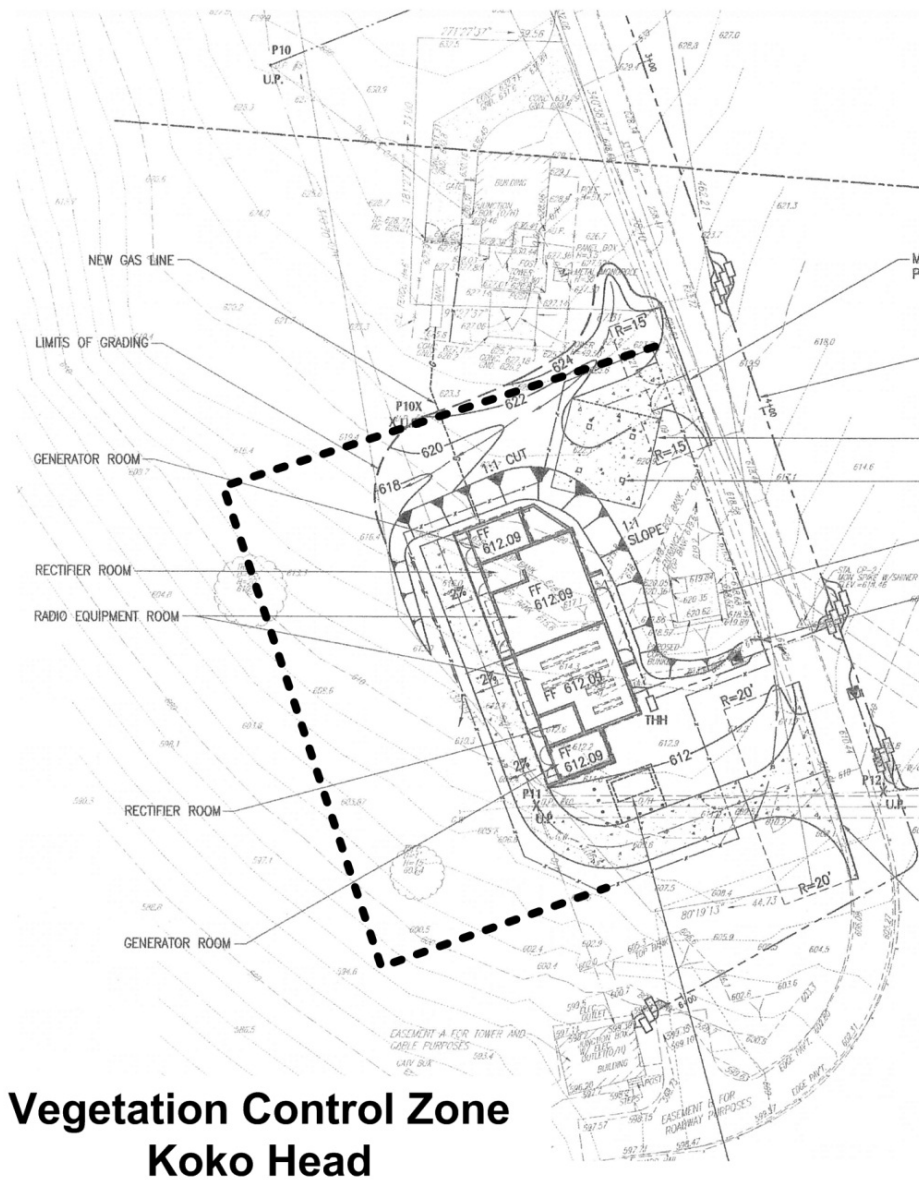
- Koko Head radio facility
- Waimanalo Ridge radio facility
- Pahole radio facility
- Puu Nana radio facility

See diagrams below for details.

- Contractor must begin performing the work the month following the issuance of the Purchase Order (PO), then every 3 months thereafter. Do not carry out the contracted effort in any months that are inconsistent to the timeline cited as to avoid any close overlap or widespread duration of maintenance work. Any extenuating circumstances that may prevent contractor from accomplishing the work in the appropriate month must be communicated with the State Radio Engineer or Contract Administrator.

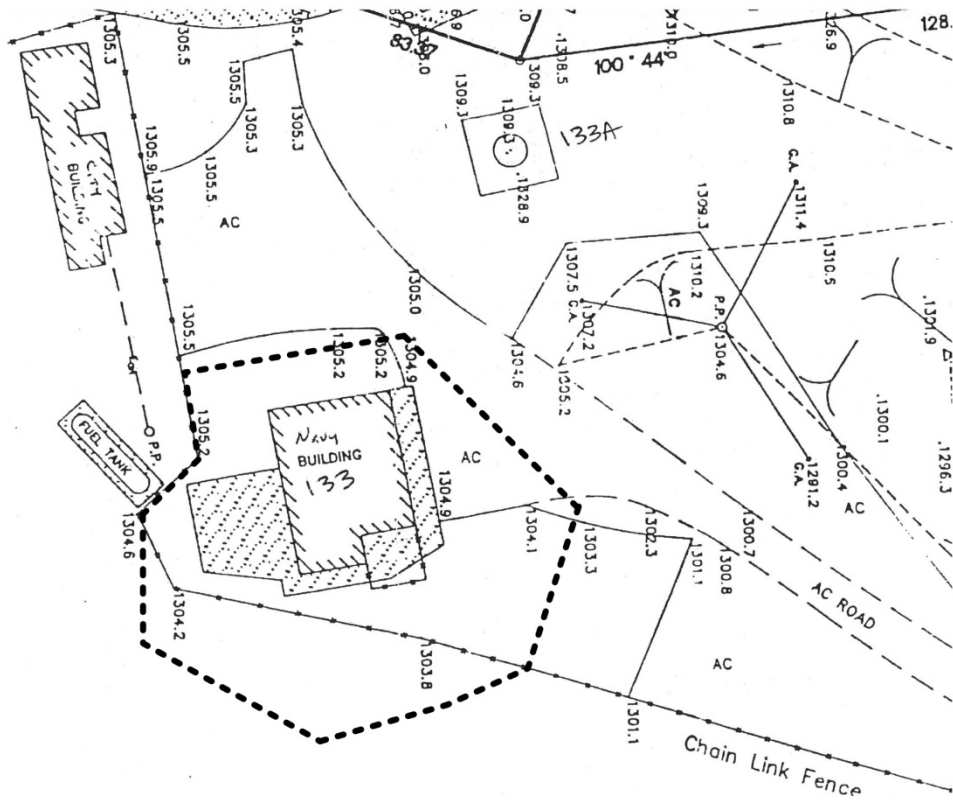
Koko Head radio facility:

- Trim all vegetation to the ground within the facility.
- Cut back all non-tree vegetation to the ground to the north, west, and south of and within 75 feet from the fence line of the Koko Head radio facility.
- Outside the fence, cut-back and trimming shall be done in a manner that does not kill the plants providing ground cover or leave bare soil that would be subject to erosion from wind and rain.
- Refer to the diagram “Vegetation Control Zone - Koko Head.”



Waimanalo Ridge radio facility:

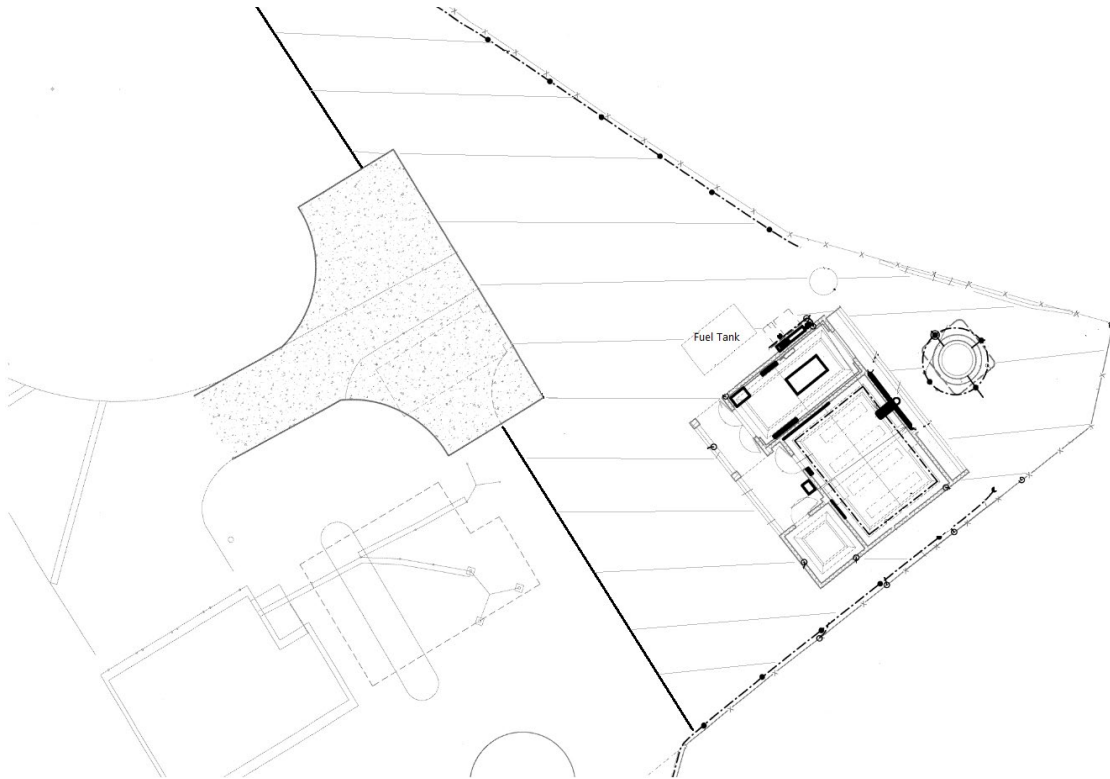
- Trim all vegetation to the ground within the fence line to the South and outlined area to the North within the compound.
- Cut back non-tree vegetation to the ground within 50 feet from Building 133 and within 30 feet of Antenna Tower 133A. The Offeror is not responsible to cut-back trees or vegetation that is within the fence line of the City compound at the upper left on the map. The Offeror is responsible to cut back all non-tree vegetation to the ground on the sloping areas to the south and west of Building 133 up to 50 feet away as far as safely possible without the use of climbing harnesses or fall restraints. This will properly expose the hidden hike trail used by vandals.
- Outside the fence, cut-back and trimming shall be done in a manner that does not kill the plants providing ground cover or leave bare soil that would be subject to erosion from wind and rain.
- Refer to the diagram “Vegetation Control Zone - Waimanalo Ridge.”



**Vegetation Control Zone
Waimanalo Ridge**

Pahole radio facility:

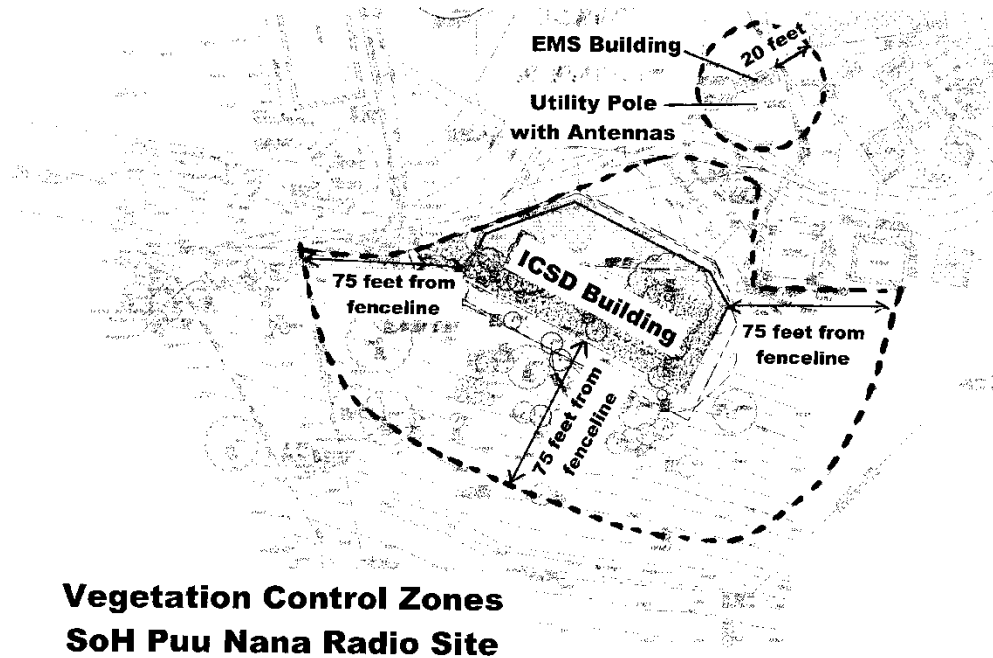
- Trim all vegetation to the ground within the fence and outlined area within the compound.
- At the Pahole radio facility, there will be absolutely NO SPRAYING of any chemical weed control substance. If any contractor is found to have violated this condition it will be considered a breach of contract and will be cause for termination of the contract.
- Refer to the diagram below “Vegetation Control Zone - Pahole Radio Facility”



Vegetation Control Zone – Pahole Radio Facility

Puu Nana radio facility:

- Cut back vegetation to 6 inches or lower within 75 feet from the fence line of the State radio facility.
- Trim all vegetation to the ground within the facility.
- Outside the fence, cut-back and trimming shall be done in a manner that does not kill the plants providing ground cover or leave bare soil that would be subject to erosion from wind and rain.
- Refer to the diagram “Vegetation Control Zones - SoH Puu Nana Radio Site.”
- The EMS building is no longer part of this Procurement but may be added if specified by land owner and ETS technical contact.



2.5 Miscellaneous Items and Services Required with no Additional Charge

At no additional charge to the State, the Contractor shall, as part of the work to provide Grass Cutting Upkeep, Building Maintenance, Brush Clearing, and Fire-Break Maintenance services provide the miscellaneous items and/or services per site for the radio facilities listed below:

- **Mt. Kilohana**
At least once a year provide and leave at the Mt. Kilohana radio facility a new aerosol spray can of Wasp Repellent.

2.6 Clean Up

The Contractor shall remove and dispose of all left over fuel, lubricants, and solvents in accordance with federal, State, and local environmental regulations. The Contractor shall remove and properly dispose of all green waste and site rubbish found inside or outside the radio building.

The Contractor shall keep the job sites free of debris, litter, refuse, etc. The Contractor shall remove all tools, equipment, and machines from the areas upon completion of the work.

2.7 Required Written Reports

Within five working days after the beginning of the month of periodic service, the Offeror shall provide ETS a full written report that describes all work done on this contract during the previous period. The written report shall list the sites visited, describe work performed and list all items supplied to each site. The report shall include embedded photographs to depict site and building conditions, broken and/or damaged items, and the final condition of the facilities and grounds

2.8 Pre-Bid Examination of Service Areas and Equipment

Prospective Offerors should visit each radio facility to inspect the facility and grounds; familiarize themselves with the existing conditions; and understand the amount and type of work to be performed. No additional compensation will be made due to any misunderstanding or error regarding conditions at the sites and facilities or the amount and type of work required to be performed by the Offeror. Offeror shall consider State facilities and grounds to be in "as is" condition as ETS cannot guarantee their status. Prospective Offerors are responsible for their traveling expenses incurred for the examination of the radio facilities. ETS will not arrange or provide 4WD transportation to those sites where 4WD drive vehicles are required.

Notify ETS Technical Representative if you intend to attend the inspection visits no later than 12:00 PM Friday March 3, 2023. If not notified by any vendor, ETS staff is not required to attend a site inspection visit and no access will be possible.

ETS has scheduled **one-time-per-site inspection visits** as follows:

<u>SITE</u>	<u>DATE</u>
Day 1:	
Kukui	Monday March 20, 2023
Meet at site. Located on the left side of the road approximately 8.75 miles up Hwy 550 from the turn off Kaunualii Hwy in Waimea	9:00 AM
Kukuilono	11:00 AM
Meet in parking lot of Kukuilono Golf Course	
Kaua'i High School	1:30 PM
Meet in parking lot of school located at 3577 Lala Road, Lihue.	
Day 2:	
Mt. Kilohana	Tuesday March 21, 2023
Meet at gate on Ehiku St. Lihue, Kaua'i.	1:00 PM
Day 3:	
Waimanalo Ridge	Wednesday March 22, 2023
Meet at Kamehame Ridge Gate, Hawai'i Kai. There are a series of gates to the facility	8:00 AM
Koko Head	9:30 AM
Meet at Hanauma Bay gate to Koko Head facility.	
Round Top	11:30 AM
Meet at Round Top Radio Facility within Pu'u Ualakaa State Park at 3270 Round Top Drive, Honolulu 96822	
Pahole	2:00 PM
Meet at the road gate roughly 2 miles past Waialua High School	
Day 4:	
Pu'u Nana, Moloka'i	Thursday March 23, 2023
Meet at DAGS Maintenance Baseyard, 45 Makaena Place, Kaunakakai, Molokai, HI 96748.	10:00 AM
Day 5:	
Pu'u Kilea, Lāna'i	Friday March 24, 2023
Meet at the Blue Ginger Cafe, 409 7th, Lāna'i City	9:30 AM
Day 6:	
Waiakea, Hawai'i	Monday March 27, 2023
Meet at corner of Puainako Street & Komohana Street Stop for short lunch before heading to Humuula	10:45 AM
Humuula, Hawai'i	1:30 PM
Meet at corner of Saddle Road & Mauna Kea Access Road	

Day 7: **Tuesday March 28, 2023**

Kahua Ranch, Hawai'i

10:00 AM

Meet at McDonalds located at
65-1154 Mamalahoa Hwy, Waimea, Hawai'i

Kaupulehu, Hawai'i

2:00 PM

Meet at the Pine Tree Cafe,
73-4040 Hulikoa Drive, Kailua-Kona, Hawai'i

The State and ETS will **not be responsible for the Offeror's inability to bid** due to either: 1) the unavailability of ETS personnel to arrange and/or accompany Offerors on site visits other than the dates and times listed above; or 2) unavailability of Offeror's representative to visit the sites and facilities during the scheduled site inspection visit.

Offerors are **not permitted** to visit the State sites and facilities **without an ETS escort**.

Offerors are not required to visit the facilities to submit a bid but are **recommended** to do so.

Submission of bid shall be evidence that the Offeror has familiarized himself/herself with the various equipment and site locations; understands and shall comply with the specifications if awarded the contract.

No additional compensation shall be made because of any misunderstanding regarding the conditions at the sites, or the amount and type of work to be performed.

2.9 Questions

Questions regarding the bid specifications must be submitted in writing to ETS and be received by ETS **no later than 4:00 PM Friday March 31, 2023**. Although submittal of questions via electronic mail is acceptable, the State of Hawai'i is not responsible should the sender's electronic mail be compromised, delayed, or discarded for any reason (e.g. for size in excess of 10 Mb).

2.10 Site Access and Security

The Offeror shall follow ETS's site security and access procedures as they now exist or may be amended from time to time. The Offeror shall provide personal background information for its employees and a unique employee identifying number such as last four digits of employee Social Security number or similar unique number.

The Contractor shall not show, give tours, or invite third parties to view or visit any of the State radio facilities or inspect ETS equipment or spares without the express written permission of the State Radio Engineer.

Keys for all CoK sites can be retrieved from either the Assistance Center on Oahu, or the State Office Building in Lihue. The Assistance Center is located in the basement of the Kalanimoku Building at 1151 Punchbowl Street, Honolulu, HI 96813. The Lihue State Office Building is located at 3060 Eiwa St, Lihue, HI 96766.

All keys for Oahu sites shall be picked up from and returned to the ETS Assistance Center on O'ahu. The Assistance Center is located in the basement of the Kalanimoku Building at 1151 Punchbowl Street, Honolulu, HI 96813.

Unless otherwise arranged and approved in advance with the State Radio Engineer, keys necessary for Puu Nana shall be picked up from and returned to ETS Assistance Center on O'ahu. The Assistance Center is located in the basement of the Kalanimoku Building at 1151 Punchbowl Street, Honolulu, HI 96813.

Keys for Puu Kilea can be retrieved from either the Assistance Center on Oahu, or the State Office Building in Wailuku Maui. The Wailuku State Office Building is located at 54 S High St, Wailuku, HI 96793. Staff contact numbers will be provided to the winning Offeror upon award.

2.11 Safety

The Contractor and its employees shall comply with all applicable health and safety regulations including, but not limited to, rules and regulations of the Federal Occupational Safety and Health Administration (OSHA) and the State of Hawai'i Department of Labor and Industrial Relations (DLIR).

The Contractor and its employees shall comply at all times with standards regarding work activities in and around radio transmission facilities including, but not limited to, OSHA General Industry Standard 29 CFR 1910.268 Sub-Section P. Contractor must ensure that all employees are familiar with the hazards associated with exposure to radio-frequency (RF) radiation and the precautions that must be taken when working in a "controlled" RF environment as described in FCC Rules, Part 1, Section 1.1310, as the same exists or may be amended from time to time.

Alcoholic beverages, illegal drugs, fireworks, and firearms are prohibited at all facilities.

Hunting is prohibited on or near State facilities or while commuting to or from working at a State facility.

All State radio facilities are smoke free; smoking is prohibited at all times inside any of the State facilities within the fence line of the radio facility compound.

The Contractor and its employees must obey all signs and posted notices.

3. SPECIAL PROVISIONS

3.0 Contract Administrator

For the purpose of this contract, Todd Omura is designated the Contract Administrator (CA). Mr. Omura may be contacted at telephone: (808) 586-1824.

3.1 Technical Representative

For the purpose of this contract, Mr. Vince Krog, Radio Engineer, is designated the Technical Representative. Mr. Krog may be contacted at telephone: (808) 492-0807.

4. BID PREPARATION

4.1 Legal Name

Offeror is requested to submit its offer using Offeror's exact legal name as registered with the DCCA, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, PAGE OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in blue or black ink. If OFFER FORM, PAGE OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

4.2 Bid Quotation

The bid prices shall be all inclusive and include all costs for labor, regular wages and benefits, overtime wages; personnel travel costs and per diem; parts (in accordance with the terms described herein), materials, consumables, and supplies; any additional tools, machines, equipment and safety equipment required; costs for storage, transportation, shipping; costs for management and supervision; taxes; and costs for commercial general liability insurance; as required herein by the State as necessary to accomplish the Routine Grass Cutting Upkeep, Building Maintenance, and Brush Clearing at Remote Telecommunications Facilities as specified herein.

4.3 Hawai'i General Excise Tax License

Offeror shall submit a current Hawai'i General Excise Tax I.D. number in the space provided on OFFER FORM, page OF-1, thereby attesting that Offeror is doing business in the State, and that Offeror will pay such taxes on all sales made to the State.

4.4 Responsibility of Offeror

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

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

The Offeror, if awarded a Contract pursuant to this solicitation, shall comply with all laws governing entities doing business in the State. The Offeror shall obtain and provide to the State:

Responsibility of Lowest Responsive Bidder. Reference §103D-310(c), HRS. A compliance document (see **Hawai'i Compliance Express** below) or equivalent must be submitted **prior to the State awarding the Contract.**

Final Payment Requirements. Contractor is required to submit a compliance document for final payment on the contract.

In addition to the compliance document, an original “Certification of Compliance for Final Payment” (SPO Form-22), will be required for final payment. A copy of the Form is available at www.spo.hawaii.gov. Select “Forms for Vendors/Contractors” from under the “Quick Links” menu at the right of the webpage.

Hawai'i Compliance Express. Vendors may use the Hawai'i Compliance Express (HCE) to show proof of compliance with the requirements of §103D-310(c), HRS. The HCE allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> for an annual fee payable to Hawai'i Information Consortium, LLC (currently \$12.00) to acquire a “Certificate of Vendor Compliance,” which provides current compliance status as of the issuance date. The “Certificate of Vendor Compliance” indicating that vendor’s status is compliant with the requirements of §103D-310(c), HRS, is accepted for both contracting purposes and final payment.

Vendors not utilizing HCE to demonstrate compliance shall provide the paper certificates as instructed below. All certificates must be valid on the date it is received. All applications for applicable clearances are the responsibility of the Offeror.

HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Pursuant to Section 103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable. The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *Certificate of Good Standing* (COGS) issued by the State of Hawai'i Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable.

Timely Submission of all Certificates. If a valid Certificate of Vendor Compliance is not submitted on a timely basis as determined by the Procurement Officer for award of a contract, an offer otherwise responsive and responsible may not receive the award.

4.5 **Offer Guarantee**

A bid security deposit is NOT required for this procurement.

4.6 **References**

Offeror shall list on Offer Form Page OF-3 at least two references in the State of Hawai'i, other than the State of Hawai'i government, for whom Offeror has performed or is currently providing landscape maintenance services.

4.7 **Insurance**

Offeror shall provide insurance information as requested on Offer Form Page OF-3.

4.8 **Rate of Wages & Wage Certificate**

Offeror is required to complete and submit a Wage Certificate by which the Offeror certifies that wages will be paid, and work will be performed in accordance with HRS Section 103-55.5 and Chapter 104.

5. **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Offerors are hereby notified of the applicability of HRS section 11-355, which states that campaign contributions are prohibited 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. For more information, FAQs are available at the Campaign Spending Commission webpage (<http://hawaii.gov/campaign>). Information on spending issues should be directed to the Campaign Spending Commission's Executive Director or its General Counsel at (808) 586-0285.

6. **AWARD**

6.1 **Method of Award**

Award, if any, will be made to the **responsive and responsible Offeror submitting the lowest CALCULATED ANNUAL COST** for all county sites (see Item 2 on page OF-2).

Offeror **must bid on all sites**, to have a qualifying bid proposal.

The State reserves the right to not make an award in accordance with the State's procurement laws and rules. Any award made shall be to a single qualified Offeror. Based on available funds, and the line items bid by the winning Offeror, the State will notify the winning Offeror of their status and issue the Purchase Order (PO).

6.2 **Certifications Required Prior To Award**

Prior to awarding contract(s), the State will require certification of the following insurance coverage, in accordance with the requirements specified below in Section 8.0:

**Commercial General Liability (occurrence form); and
Workers' Compensation.**

Prior to awarding contract(s), the State will require certification of the following insurance coverage:

**Temporary Disability
Unemployment Insurance
Prepaid Health Care
Automobile Insurance**

6.3 Acceptance of Bid

Acceptance of bid, if any, will be made within sixty calendar days after the opening of offers. Prices quoted by the Offeror in the bid proposal shall remain firm for the longer of sixty days following formal notification of award, or through May 31, 2023.

7. CONTRACT

7.0 Term of Contract

The term of contract shall be for twelve (12) months from the commencement date listed on the Notice to Proceed.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than FOUR (4) additional twelve (12) month periods, or parts thereof without rebidding. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price.

If the extension is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Contractor or the State may terminate the extended contract at any time upon one hundred-twenty (120) days prior written notice.

7.1 Purchase Order (PO)

No work shall be undertaken by the successful Contractor prior to the receipt of the Purchase Order (PO). The State is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the successful Offeror prior to the official starting date.

8. LIABILITY INSURANCE

NOTE: Minimum insurance requirements are different from those in prior bid specifications.

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of the contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

Coverage Limits

Commercial General Liability	Minimum bodily injury and broad form (occurrence form) property damage combined single limits of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate
Workers Compensation	Minimum coverage of Statutory: \$100,000 Employers Liability each accident, \$100,000 Employers Liability disease each employee, and \$500,000 disease policy limit
Automobile Insurance	Minimum coverage of \$1,000,000 per accident

Each insurance policy required by this contract shall contain the following clauses:

1. "For Commercial General Liability coverage, "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawai'i."
2. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."
3. "Waiver of Subrogation in favor of the State applies to the CGL, Worker's Compensation and Auto policies."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawai'i Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor shall deposit with the State of Hawai'i, DAGS, ETS on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this procurement and the contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of the contract, and any extensions thereof. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the contract.

9. SERVICE REQUIREMENTS

Any adjustments to the contract shall be made through a contract modification.

10. INSPECTION OF WORK

All work done, and all materials furnished shall be subject to inspection and approval by ETS so as to ascertain that the services rendered are in accordance with requirements and intentions listed herein.

11. INVOICING AND PAYMENT

The Contractor shall submit a billing statement upon completion and acceptance of the work, sending the original invoice and three copies of the invoice to:

Department of Accounting and General Services
Office of Enterprise Technology Services
P.O. Box 119
Honolulu, HI 96810-0119
Attention: Fiscal Office

Payment shall be made to the Contractor at the contracted price upon certification by the State that the Contractor has satisfactorily performed the required services. All invoices shall reference the contract number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, or an HCE certificate of compliance must accompany the invoice for final payment on the contract.

12. LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions. Liquidated damages are fixed at the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion.

13. AUTHORITY

This procurement is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any agreement arising out of this solicitation 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.

14. PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Hawai'i Awards & Notices Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, ETS, 1151 Punchbowl Street, Room B-10, Honolulu, Hawai'i 96813.

15. CANCELLATION OF SOLICITATIONS AND REJECTION OF OFFERS

The solicitation may be canceled, or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawai'i Administrative Rules.