

Attachment I

FURNISHING COCONUT PALM TREE TRIMMING SERVICES AT HAPUNA BEACH STATE RECREATION AREA, KEKAHA KAI STATE PARK, KEALAKEKUA BAY STATE HISTORICAL PARK, KEOLONAHIHI STATE HISTORICAL PARK, LAPAKAHI STATE HISTORICAL PARK AND WAILOA RIVER STATE RECREATION AREA, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF STATE PARKS ISLAND OF HAWAII

The Department of Land and Natural Resources (DLNR), Division of State Parks, is interested in contracting the labor, equipment, tools and materials and transportation to perform all operations in connection with providing coconut palm tree trimming services at Hapuna Beach State Recreation Area (Hapuna Beach SRA) in South Kohala, Hawaii, Kekaha Kai State Park (Kekaha Kai SP) - Kaelehuluhulu and Mahai'ula Sections in North Kona, Hawaii, Keolonahihi State Historical Park (Keolonahihi SHP) in Kailua-Kona, Kealakekua Bay State Historical Park in South Kona, Hawaii, Lapakahi State Historical Park (Lapakahi SHP) in North Kohala, Hawaii and Wailoa River State Recreation Area (Wailoa River SRA) in Hilo, Hawaii.

Scope of Work

The Department of Land and Natural Resources (DLNR) will require approximately 21 coconut palms at Hapuna Beach State Recreation Area, 5 coconut palms at Hapuna Beach State Recreation Area-Waialea section, 111 coconut palms at Kekaha Kai State Park - Kaelehuluhulu and Mahai'ula Sections, 28 coconut palms at Keolonahihi SHP, 5 coconut palms at Kealakekua Bay State Historical Park, 28 coconut palms at Lapakahi State Historical Park and 335 coconut palms at the Wailoa River State Recreation Area to be addressed.

This solicitation is for two (2) trimmings for the duration of this contract. More or less trimmings may be requested during the contract period. No work shall commence until a purchase order is issued by a designated representative and the Contractor is informed of a start date.

The following are the principal items of work to be performed:

1. **Trim and Shape.** Remove all dry and excessive fronds, all flowers, and all nuts from coconut palm trees. The bottom fronds should be pointing no more than 10 o'clock and 2 o'clock positions when trimming is completed. See Attachment IV as a sample of what the tree should look like approximately one month after cutting. Methods for reaching the tree branches shall be to utilize cherry picker buckets or aerial lifts or bands. Spikes for climbing is not allowed without specific permission given by State Parks staff. Trees shall be trimmed according to best practices with the safety of park users paramount.
2. **Removal of Trimmings and Debris.** As work progresses, all trimmings and debris shall be shredded and hauled away or shall be transported to disposal sites that meet the

requirements of local ordinances and regulations applicable to refuse disposal. Any deviation from this requirement must have the prior approval of the Hawaii Parks District Superintendent.

3. General

- a. All work must be done between 7:30 a.m. to 4:30 p.m., Monday through Friday, except on State holidays. Prior arrangements to access parks with gates that are not open at 7:30 a.m. (Lapakahi and Kekaha Kai) need to be coordinated with Luisa Castro, West Hawaii Park Maintenance Supervisor who can be contacted at (808) 895-1660 and Jeremy Ganzagan, East Hawaii Park Maintenance Supervisor for the Wailoa River State Recreation Area can be contacted at (808)443-9561. Hawaii Parks District Superintendent, David Arnado, (808) 961-9544.
- b. The exact date will be determined by the Hawaii Parks District Superintendent. Contractor will be notified at least two weeks prior to the beginning of the cutting. No work is to be done without verification and permission from the Hawaii Parks District Superintendent or designee.
- c. The Contractor shall provide safety signs, barricades, and other devices necessary for the safety and convenience of the general public. Contractor shall at all times conduct his/her work to assure the least possible disruption to normal public traffic (vehicular and pedestrian), and allowing for the free flow of traffic and public rights-of way.
- d. Any damage to plants and other items in the area and adjoining properties shall be repaired and/or replaced by the Contractor at his/her own expense and restored to the satisfaction of the Hawaii District Parks Superintendent and the injured party(ies).
- e. Adverse conditions which may require major field changes not stated in the contract must be reported to the Contract Administrator prior to commencement or continuation of work.
- f. The contractor shall re-execute any work that fails to conform to the requirements of the purchase order agreement and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

4. Special

- a. The northern section of the Kekaha Kai State Park has no vehicular access. The Contractor shall be required to hand remove all dry and excessive fronds, flowers and nuts for removal from the premises.
- b. Various sections of the Lapakahi State Historical Park have no vehicular access. The Contractor shall be required to exercise due care because of the sensitive nature of the historical sites.

- c. Various sections of Keolonahihi State Historical Park have no vehicular access. The Contractor shall be required to exercise due care because of the sensitive nature of the historical sites.

Vehicles/Motorized Equipment

Contractor's truck(s) and any motorized equipment used in their operations for this contract will be conducted only from the paved areas/streets/parking lot and shall use existing access areas. Movement of any trucks or motorized equipment on walkways or grass areas will not be permitted unless prior permission is granted by the Hawaii Parks District Superintendent.

SPECIAL PROVISIONS

This bid award shall be based on the availability of funds and/or the Exemption of Contractual Services for UPW-Type Work approval. State Parks reserves the right to cancel the agreement with thirty (30) days written notice.

Term. The bid shall be for the twelve (12) month period commencing from the Notice to Award with requests for services through State purchase orders.

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

Offeror Qualifications. Bidder must have a type C-27 or C-27B tree-trimming license from the State of Hawaii, Department of Commerce and Consumer Affairs. Contractor shall provide the license number. Award will not be made to any Offeror failing to meet this qualification requirement.

Offeror must also have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding complaints or requests that need immediate attention. An answering service is acceptable provided a response is made within four (4) hours of the initial call.

Offeror shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified.

Bid Bond. Bid bond will be required, for the contract amount.

Quantity of Palm Tree Trimmings Per Year. The quantities of coconut palm trees to be trimmed and the number of trimmings per year are estimates. No guarantee to purchase services for the exact number of palms or the number of trimmings per year is intended or implied. The State reserves the right to increase or reduce the quantities and the number of trimmings per year at the prices quoted. **Because the exact number of trees to be trimmed may change throughout the contract, please make sure that your bid is correctly entered in Attachment III. The exact number of trees which are cut shall be verified between park staff and the contractor.**

Site Inspection. Please refer to Attachment II, Maps, for information purposes. Prior to submittal of an offer, Offeror may inspect the locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory; however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Bid Quotation. Unit bid price shall include labor, transportation, all applicable taxes and any other costs incurred to provide services specified. Attachment III Breakdown of Parks, must be filled out and submitted with bid. **This solicitation is for two (2) trimmings during the contract period.** These must be submitted electronically through the HlePRO system.

Hawaii Compliance Express. At the time of bidding and throughout the period of the contract, the Offeror shall be a member of good standing in the Hawaii Compliance Express (HCE). Information on joining and the requirements for HCE can be found at:
<https://lala.ehawaii.gov/lala/account/new.lala?returnUri=https%3a%2f%2fvendors.ehawaii.gov%2fhce%2f>

Liability Insurance. The following minimum insurance coverage(s) and limit(s) shall be provided by the ~~Contractor~~ Contractor:

	<u>Limits</u>
Commercial General Liability	\$1,000,000 combined singled limit per occurrence for bodily injury and property damage \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 combined single limit per Occurrence \$1,000,000 bodily injury per person and per Accident \$1,000,000 property damage per accident

Each insurance policy required shall contain the following conditions and clause:

1. This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of State Parks, 75 Aupuni Street Room 204, Hilo, HI 96720.
2. The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code.

Prior to the commencement of the work, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions have been complied with. Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided for the termination of services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements. 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 the services.

Applicable Laws. The Contractor shall comply with all applicable laws of the federal, state and county governments to include but not limited to laws relating to workers' compensation, unemployment compensation and worker safety.

Due Care. The Contractor and its employees shall at all times use due care for the public's safety in its operations and shall be responsible for its own actions.

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

No work is to be undertaken by the Contractor prior to the official commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the official commencement date. The Contractor, after receiving the notice to proceed, must notify the Hawaii District Parks District Superintendent at least one week in advance before starting work at any location. The Hawaii District Parks District Superintendent shall schedule the priority of work. All work within an area must be completely finished before commencing work at the next area.

Time of Completion. The work shall be completed within thirty (30) calendar days from the commencement date on the purchase order or as indicated by the Hawaii District Parks District Superintendent. In the event the Contractor fails to complete the work within the specified period, liquidated damages will be assessed.

Liquidated Damages. Liquidated damages is fixed at a sum of ONE HUNDRED-FIFTY DOLLARS (\$150.00) per each and every work day the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

Invoicing. Contractor shall send an original and three (3) copies of the invoice upon completion of all services listed in the purchase order. The original shall state that “This is an original bill”, shall be signed and sent to:

Department of Land and Natural Resources
Division of State Parks
75 Aupuni Street Room 204
Hilo, Hawaii 96720

INDEMNIFICATION

The Contractor shall agree, in behalf of its employees, subcontractors, and other representatives acting upon its behalf, indemnify, defend, and hold harmless DLNR, its officials, employees, representatives, and agents, against any claim or liability, including all loss, damages, costs, expenses, attorney fees, and penalties, for any damage to real or personal property, including environmental damage, or injury to or death of persons, or violations of or noncompliance with applicable law, when such penalties, damages, injury or death results from, arises out of, or is connected with the completion of the project.

PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

ADDITIONAL CONDITIONS

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

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.Campaign Contributions

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.