

**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS**

**PATROL SERVICES AND LOCKING OF THE SECURITY GATES  
AT KEAWAULA (YOKOHAMA)  
OAHU, HAWAII**

**Period of Performance:**

Twelve (12) months, commencing from day of written Notice to Proceed (Estimated start date: May 24, 2023).

**Scope of Work:**

Patrol services to notify the park users that the security gate is being locked. Park users must leave the park to avoid being locked in the gated portion of the park. If the driver of a vehicle cannot be located, the vehicle shall be locked in the park and a Notice of Violation notice from the Division of State Parks (DSP) shall be placed under the windshield wiper of the vehicle explaining what the driver's responsibility is. Upon leaving the park, the patrol officer shall lock the security gates.

**Keawaula (Yokohama)** – Two (2) patrol officers shall be required for the gate closing. Patrol services and locking of the security gates shall be conducted between the hours of 1800 – 2000 hours. The gate closure is at 1900 hours. There will be no change in the hours of closing for Keawaula (Yokohama). The patrol officers may use a bullhorn to announce the gate closure. The patrol officers shall arrive at the park one hour prior to closing at 1800 hours to inform the park users of the gate closing time.

**Patrol Officer 1** shall be stationed at the entry gate at 1800 hours to warn late park users of the gate closure time of 1900 hours.

**Patrol Officer 2** shall drive to the end of the paved road announcing to the park users of the gate closure at 1900 hours. Patrol Officer 2 shall continue to inform park users throughout the park of the gate closure at 1900 hours. Remaining vehicles after 2000 hours shall be locked in the park with the Notice of Violation placed under the windshield wiper of the vehicle.

**Patrol Officer 1** shall remain at the entry gate till 2000 hours to let the remaining park users out of the park. If all park users have exited the park prior to 2000 hours, the patrol officers shall lock the security gates and reinstall the barricades in front of the security gates.

The patrol officers shall report any suspicious activity or unattended vehicles to the Division of Conservation and Resources Enforcement (DOCARE), at (808) 587-0077 or the Honolulu Police Department (HPD), at 911. In addition, an incident report shall be submitted to Mr. Bruce Swartz, Oahu District Superintendent, by e-mail the following day at [bruce.i.swartz@hawaii.gov](mailto:bruce.i.swartz@hawaii.gov). Mr. Swartz can be reached on his cell at (808) 927-2724.

**Location of the Park and Park Closing Hours**

Keawaula (Yokohama) – End of Farrington Highway, West Oahu. Park Closing - 1900 hours. Patrol services and the locking of the security gates.

## **SPECIAL PROVISIONS**

The bid award shall be based on the availability of funds or the Exemption of Contractual Services for UPW Type Work approval. DSP reserves the right to cancel the agreement or a location with thirty 30 days advance written notice. There may be circumstances beyond the control of DSP, and the park may be closed to the public. In that event, services may temporarily be placed on hold. There shall be no billing of services for the closure days.

**Term.** The bid shall be for the twelve (12) month period commencing from the written Notice to Proceed.

**Bidder Qualifications.** A GDA license from the State of Hawaii, Department of Commerce and Consumer Affairs shall be required. **A copy of the valid GDA license shall be submitted with the bid offer.**

Bidder must also have a permanent office location from where he/she conducts business and where he/she will be accessible to receive telephone calls regarding complaints or requests that need immediate attention. An answering service is acceptable provided a response is made within one (1) hour of the initial call.

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

Bidder shall be compliant through Hawaii Compliance Express (HCE) pursuant to Chapter 103D, Hawaii Revised Statutes. Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment. Vendors/contractors/service providers are advised to register on HCE soon as possible. **If a vendor/contractor/service provider is not compliant on HCE at the time of award, the Bidder shall not receive the award.**

**Site Inspection.** Prior to submittal of an offer, Bidder may inspect the locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Bidder inspection is not mandatory; however, submission of an offer shall be evidence that the Bidder understands the scope of the service and shall comply with specifications herein, if awarded the contract. No additional compensation after 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, supplies, all applicable taxes, and any other costs incurred to provide the specified services. The bid quotation shall be based upon the bid information in Attachment I, as specified above, and clarified in the Scope of Work, Special Provisions and General Conditions (Form AG-008 130D). The lowest responsive and responsible bidder shall receive the contract award.

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 combined single limit per occurrence for bodily injury and property damage  \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 combined single limit per occurrence for bodily injury and property damage
Workers' Compensation	As required by Hawaii Workers' Compensation Law, HRS 386

Each insurance policy required shall contain the following clauses:

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, 1151 Punchbowl Street, Rm. 310, Honolulu, HI 96813.
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 Bidder 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 Bidder and its employees shall always 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 as indicated on the purchase order(s) issued by the Department of Land and Natural Resources.

**Liquidated Damages.** Liquidated damages are fixed at a sum of FIFTY AND NO/100 DOLLARS (\$50.00) per each calendar day the Bidder 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 Bidder.

### **CAMPAIGN CONTRIBUTIONS**

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED If awarded a contract in response to this solicitation, Contractor 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.

### **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, damage, injury or death results from, arises out of, or is connected with the completion of the project.

**Invoicing.** Bidder shall send an original invoice for completion services on a monthly basis. The invoice shall state that "This is an original bill", shall be signed and sent to:

Department of Land and Natural Resources  
Division of State Parks  
Oahu District  
480 Makapuu Avenue  
Honolulu, HI 96816