

HAWAII STATE DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

April 5, 2023

REQUEST FOR PROPOSALS

RFP D23-082

SEALED PROPOSALS

PROVIDE PALM PRUNING AND MAINTENANCE SERVICES
TO VARIOUS HAWAII STATE DEPARTMENT OF EDUCATION
SCHOOLS AND OFFICES ON OAHU, HONOLULU AND WINDWARD DISTRICTS

**will be received through the State of Hawaii eProcurement System (HlePRO) at
<https://hiepro.ehawaii.gov> until 4:30 p.m., Hawaii Standard Time (HST)**

on

MAY 9, 2023,

or such later date as may be established by an addendum to this Request for Proposals (RFP)

Offerors interested in responding to this electronic solicitation must be registered on the HlePRO (<https://hiepro.ehawaii.gov>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

A Pre-Proposal Conference will be held on April 14, 2023 at 10:00 a.m. (HST) via Google Meet video conferencing, which includes an option to join by telephone only. Attendance is optional but highly recommended. Refer to Section 1.10, Pre-Proposal Conference for more information.

Questions relating to this solicitation may be directed to Wendy Ebisui, Procurement and Contracts Support Specialist, at telephone (808) 675-0130, via facsimile (808) 675-0133, or via email at wendy.ebisui@k12.hi.us.

1. OVERVIEW OF PROCUREMENT PROCESS

1.1 RFP Organization

This RFP is organized as follows:

- Section 1. Overview of Procurement Process. Provides Offerors with a general overview of the RFP process.
- Section 2. Purpose and Overview. Provides Offerors with general information about the objectives of this project and RFP, and critical success factors.
- Section 3. Scope of Work and Requirements. Provides Offerors with a general description of the tasks to be performed, delineates Hawaii State Department of Education (STATE) and CONTRACTOR's responsibilities, stipulates Offeror qualifications, and defines deliverables.
- Section 4. Proposal. Describes the required format and content for the Offeror's submittal, and establishes requirements for the Price Proposal.
- Section 5. Proposal Evaluation. Describes how proposals will be evaluated by the STATE.
- Appendix A. Proposal Identification and Information Form
- Appendix B. Wage Certificate
- Appendix C: Executive Summary
- Appendix D: Offeror Information, Background, and Qualifications
- Appendix E: Comparable Palm Maintenance Experience
- Appendix F: Key Personnel – Qualified Arborist
- Appendix G: Price Proposal
- Appendix H: Sample Quote Form
- Appendix I: Sample Delivery Order (DO) Form
- Appendix J: Schedule A, Palm Inventory / Inspection Form
- Appendix K: Contract Minimum and Special Conditions
- Appendix L: State's General Conditions

1.2 Procurement Authority

This procurement is being conducted as a competitive sealed proposals procurement in accordance with the procedures set forth in §103D-303 of the Hawaii Revised Statutes (hereinafter "HRS") and Title 3, Subtitle 11, Chapter 122, Subchapter 6 of the Hawaii Administrative Rules (hereinafter "HAR"). The relevant provisions of §103D, HRS, and their associated HAR, are incorporated by reference and made a part of this RFP.

1.3 Issuing Office and Contact Person

The following person from the issuing office listed below is the sole point of contact for this RFP. Communication with any other contact person from the date of release of this RFP until the selection of the successful Offeror(s) without approval, may result in disqualification.

RFP Point of Contact: Wendy Ebisui
 Email: wendy.ebisui@k12.hi.us
 Phone: (808) 675-0130
 Fax: (808) 675-0133

Issuing Office:
 Hawaii State Department of Education
 Procurement and Contracts Branch
 Waipahu Civic Center
 94-275 Mokuola Street, Room 200
 Waipahu, Hawaii 96797

1.4 Procurement Timetable

Except as noted, the following schedule represents the STATE’s best estimate. All times indicated are Hawaii Standard Time (HST). If any component of this schedule is delayed, the rest of the schedule will likely be amended by the same number of days, however the STATE reserves the right to amend or revise the timetable without prior written notice when such revision or amendment is in the STATE’s best interest.

Activity	Estimated Dates
Public Notice announcing Request for Proposals (RFP)	April 5, 2023
Pre-Proposal Conference	10:00 a.m. April 14, 2023
Deadline for submission of written questions	On or before 2:00 p.m., April 20, 2023
STATE’s responses to written questions	on or about April 25, 2023
Proposal Due Date/Time	
Proposals will be received through the State of Hawaii eProcurement System (HiePRO) at https://hiepro.ehawaii.gov until 4:30 p.m., Hawaii Standard Time (HST)	4:30 p.m., May 9, 2023
THERE ARE NO EXCEPTIONS TO THIS PROPOSAL DUE DATE UNLESS THE DATE IS AMENDED IN WRITING BY THE PROCUREMENT AND CONTRACTS BRANCH.	
Evaluation of Proposals	May 10, 2023 through May 24, 2023
Determination of Priority-Listed Offerors (if necessary)	TBD
Priority-listed Offerors discussions conducted (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Contractor(s) Selected	On or about June 2023
Contract Award	On or about June 2023
Contract Commencement Date/Notice to Proceed	On or about July 2023

1.5 Cancellation of RFP; Rejection of Proposals

This RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the STATE.

1.6 Electronic Procurement

- 1.6.1 The STATE utilizes the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov>, select HlePRO Vendor Registration and then Vendor Registration Guide.
- 1.6.2 The STATE will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the STATE through HlePRO, including additions or changes with respect to the dates specified herein. The STATE shall not be responsible for any person's or entity's failure to do so for any reason. The STATE is not responsible for any delay or failure of any Offeror to receive any materials regarding this RFP on a timely basis.
- 1.6.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (.75%) is applicable for sales, calculated on a quarterly basis for the first year only. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC dba NIC Hawaii, the vendor administering HlePRO.
- 1.6.4 HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.
- 1.6.5 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii. HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii (NIC). NIC shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to NIC within thirty (30) days from receipt of invoice. NIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

1.7 Required Review/Written Questions

It is the Offeror's responsibility to carefully review this solicitation for defects and questionable or objectionable matter. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.

Comments concerning defects, discrepancies, omissions, questionable or objectionable matter, or questions related to this RFP must be made in writing to allow issuance of any necessary amendments to the RFP. It will also help prevent exposure of Offeror's proposal prepared in response to a defective or inaccurate solicitation upon which award could not be made.

Comments related to this solicitation shall be communicated in writing to the RFP contact person identified via fax or e-mail by the date and time established for submission of written questions to ensure an official response. The STATE will not respond to verbal or informal questions.

Such comments shall contain pertinent information to identify the prospective Offeror, its telephone number, e-mail address, the RFP number, as well as reference to the specific page, section, and/or paragraph as applicable.

The response to the prospective Offerors' written questions received by the scheduled date shall be compiled, shall omit reference to the source(s) of the questions, shall be issued as an addendum to the RFP, and shall become a part of the RFP. The STATE will publish the questions as they are submitted including any background information provided with the question. The STATE at its sole discretion may omit questions which may be combined or paraphrase questions and background content for clarity.

The STATE's responses shall be communicated in writing via addenda and will be posted on the HlePRO. The STATE is not responsible for delays or non-receipt of any communications by the prospective Offerors.

If an Offeror submits a question after the scheduled date, the STATE may answer the question but does not guarantee that the answer will be provided prior to the Proposal due date.

1.8 RFP Addenda

The STATE reserves the right to amend this RFP at any time prior to the closing date, or for best and final offers. All addenda issued shall be incorporated into the resulting agreement. Failure of any Offeror's receipt of any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation. It is the responsibility of the prospective Offeror to monitor the HlePRO to obtain RFP addenda or other information relating to the RFP.

1.9 Notice of Intent to Offer (Letter of Intent)

A notice of intent to submit a Proposal is NOT required.

1.10 Pre-Proposal Conference

A Pre-Proposal Conference will be held on April 14, 2023, 10:00 a.m. (HST) via Video Conference, which includes an option to participate by telephone only. Attendance is voluntary but interested Proposers are highly encouraged to attend to gain understanding of the RFP requirements, breadth and scope of work involved under this RFP, and an overview of how proposals will be evaluated. It is the intent of the STATE to informally address questions concerning this RFP at the Pre-Proposal Conference. Official responses to questions and revisions to the original terms will be issued in writing as an addendum to this RFP.

Interested Offerors wanting to participate in the Pre-Proposal Conference may join using one of the following:

- Join via Google Meet Video:
Video call link: <https://meet.google.com/wpi-ubjb-sng>

If joining via the Google Meet Video link above, but do NOT have a Google or Gmail account, follow the prompts and click "Ask to Join;" the moderator will "admit" you into the video conference. There may be a short delay before you are admitted.

- Join via Telephone only (regular call charges apply):
Dial-in: (US) +1 401-903-2770
When prompted, enter the following Meeting PIN #: 340 119 157#

It is highly recommended to login to the Video Conference 5-10 minutes early. Attendees are requested to have a copy of the RFP nearby to help facilitate review during the Pre-Proposal Conference. If there

are any technical issues when joining the Pre-Proposal Conference, please contact: Corey Shibata at 808-381-0147.

Interested Offerors joining by video conference, are encouraged to prepare by testing the use of Google Meet in advance to determine that the computer equipment or mobile device to be used will allow viewing of the video conference, that audio is working, and that it will be possible to submit questions via Chat.

1.11 Deadline for Proposals

Proposals shall be received through HlePRO. Proposals received after the deadline will not be accepted. Timely receipt of offers shall be evidenced by the date and time on HlePRO.

1.12 Proposal Opening

Proposals shall not be opened publicly, but the register of proposals and Offerors' proposals shall be open to public inspection upon posting of the award.

1.13 Disqualification of Offers

The STATE reserves the right to consider as acceptable only those proposals submitted in compliance with all the requirements set forth in this RFP and which demonstrate an understanding of the issues involved and the scope of work.

An Offeror shall be disqualified, and the Offeror's Proposal shall be rejected for any one or more of the following non-exclusive reasons as solely determined by the STATE:

- 1.13.1 Proposal received after specified deadline.
- 1.13.2 Proposals not received on HlePRO.
- 1.13.3 Proposal not properly completed as required herein or containing any unauthorized additions or deletions, defects including but not limited to irregularities of any kind which may make the Proposal incomplete, indefinite, or ambiguous as to its meaning (e.g. un-initialed erasures, prices which are obviously unbalanced).
- 1.13.4 A Proposal which is incomplete or conditional proposals including but not limited to a Proposal which includes any other set of terms and conditions, or any terms or conditions contradictory to those included in this RFP.
- 1.13.5 A Proposal signed by other than an authorized individual.
- 1.13.6 More than one Proposal from an individual, firm, corporation or joint venture under the same or different names (Offeror), whereby all proposals from the Offeror shall be rejected.
- 1.13.7 Evidence to the STATE's sole satisfaction of collusion among Offerors, lack of responsibility and cooperation to STATE requests during the RFP process or as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
- 1.13.8 Failure to possess proper licenses, facilities, equipment or sufficient experience to provide the proposed solution or to perform the work contemplated.
- 1.13.9 Evidence of any noncompliance with any applicable law or rule.

1.14 Proposal Evaluation

The STATE will conduct a comprehensive, fair, and impartial evaluation of the proposals it receives in response to this RFP. Refer to Section 5 of this RFP for specific requirements and details of the process.

1.15 Proposal as Part of the Contract

This RFP and part or all of the successful proposal may be incorporated into the contract.

1.16 Additional Terms and Conditions

The STATE reserves the right to add terms and conditions, if any. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

1.17 Offer Acceptance Period

The STATE's acceptance of a proposal, if any, will typically be made within ninety (90) calendar days after the opening of proposals. Prices quoted by the Offeror shall therefore remain firm for ninety (90) calendar days from the receipt of proposals.

1.18 State's Commitment

All Hawaii State Department of Education schools and facilities on Oahu in the Honolulu and Windward Districts are required to utilize the resulting Vendor List for pruning and care of palms serviced by the Hawaii State Department of Education, or their authorized representative(s).

Offerors are advised that most purchases off of the resulting vendor list will be made by the Hawaii State Department of Education, Auxiliary Services Branch (ASB), Facilities Maintenance Branch (FMB), or their authorized representative(s), on behalf of the Hawaii State Department of Education School/Facility. However, there may be instances that schools/facilities have palms for which they are responsible. In those cases, the school/facility will conduct their own purchase off of the resulting vendor list after approval from FMB has been obtained.

1.19 Vendor List Performance Period

Formal written contracts will not be required for awards made in response to this solicitation. Successful Offerors will receive "Notice of Award by Vendor List" letters to which will be attached the Vendor List indicating awarded Offerors. This method of award does not waive compliance with the Scope of Work, Special Conditions, and General Conditions, Form AG-008 (as revised).

1.19.1 Vendor List

A Hawaii State Department of Education Vendor List will be issued as a result of any awards made against this solicitation. This Vendor List will be made available to schools and offices throughout the contract period. The actual purchases will depend on the needs of the department and availability of funds.

Most purchases off of the resulting vendor list will be made by the Hawaii State Department of Education, Auxiliary Services Branch (ASB), Facilities Maintenance Branch (FMB), or their authorized representative(s), on behalf of the Hawaii State Department of Education School/Facility. However, there may be instances that schools/facilities have palms for which they are responsible for. In those cases, the school/facility will conduct their own purchase off of the resulting vendor list after authorization to proceed from FMB has been obtained.

No work shall be undertaken by the successful Offeror(s) prior to the commencement date specified on the agreement. The STATE is not liable for any work, contract costs, expenses, loss

of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official starting date.

Schools and offices are not required to purchase from the resultant Vendor list issued by the Procurement and Contracts Branch. Schools and offices are allowed to purchase outside of the Vendor list, utilizing the applicable procurement method and its procedures.

1.19.2 Award Period

Award shall commence upon full execution and shall end on March 31, 2024.

1.19.3 Vendor List Renewal

The Vendor List may be extended for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original agreement or as negotiated between the STATE and the CONTRACTOR. Extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the Agreement for each additional period.

1.20 Award

Award, if any, shall be made on a multiple-vendor basis to the responsible Offeror(s) with a minimum evaluation score as specified in RFP Section 5.2, Evaluation Criteria and whose proposal the STATE deems most advantageous in accordance with the evaluation criteria specified.

1.21 Responsibility of Offerors; Hawaii Compliance Express

The Offeror is advised that if awarded a contract under this RFP, Offeror shall, upon award of contract, furnish proof of compliance with the requirements of HRS §103D-310 and HAR § 3-122-112 including:

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Workers' Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and
- One of the following:
 1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
 2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

Offeror may demonstrate proof of compliance with the above-referenced requirements by submitting a *Certificate of Vendor Compliance* issued by the Hawaii Compliance Express (HCE) online system to the Hawaii State Department of Education, Procurement and Contracts Branch upon award of a contract. The HCE service allows vendors to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. CONTRACTORS that elect to use HCE services are required to pay an estimated annual fee of \$12.00 to the Hawaii Information Consortium, LLC dba NIC Hawaii (NIC).

Due to the time required to obtain the HCE *Certificate of Vendor Compliance*, it is highly recommended that the interested Offeror begin the registration process immediately.

1.22 Failure to Execute Contract; Timely Submission of Certificates

At the time of contract award, the above *Certificate of Vendor Compliance* and any other documentation and certification shall be submitted to the Hawaii State Department of Education, Procurement and Contracts Branch as soon as possible or by the deadline established by STATE. If a valid certificate or compliant documentation is not submitted on a timely basis for award of a contract, award made to an Offeror otherwise responsible may be annulled.

Failure to execute a contract as required within ten (10) calendar days or such further time as the STATE may allow after the Awardee has received the contract for execution shall be just cause for the annulment of the award. STATE may award the contract to the next responsible Offeror or may call for other offers, whichever is deemed to be in the best interest of the STATE.

1.23 Notification of Award; Non-selected Offeror(s)

Upon award to the successful Offeror(s), the STATE shall post publicly, a notice of award which may be viewed on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>. Additionally, the STATE will provide notification of the award to any non-selected Offeror(s). The STATE is not responsible for delays or non-receipt of such notification. Failure of any Offeror to receive any such notification shall not relieve the Offeror of any obligations or requirements herein.

1.24 Debriefing

The purpose of a debriefing is to inform the non-selected Offerors of the basis for the source selection decision and contract award. An Offeror(s) not selected for contract award shall submit a written request for a debriefing within three (3) working days after the posting of the contract award. The debriefing shall be held, to the maximum extent possible, within seven (7) working days after the posting of the award.

1.25 Protest

Pursuant to §103D-701, HRS and §3-126, HAR, a protest of the solicitation must be submitted prior to the date set for receipt of offers, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract or within five (5) working days following a debriefing. The notice of award(s), if any, resulting from this solicitation shall be posted on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>.

Any protest pursuant to §103D-701, HRS and §3-126, HAR shall be submitted in writing to the Hawaii State Department of Education's, Chief Procurement Officer, c/o Procurement and Contracts Branch at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

2. RFP PURPOSE AND OVERVIEW

2.1 Purpose and Introduction

The purpose of this Request for Proposals (RFP) is to solicit proposals to provide palm pruning, palm removal, and other palm care services to various Hawaii State Department of Education schools and facilities on Oahu in the Honolulu and Windward Districts.

2.2 Goals and Outcomes

The goal of this RFP is to create a Vendor List that the Hawaii State Department of Education and their authorized representative(s), can utilize to perform palm pruning, palm removal, and other palm care services on Oahu in the Honolulu and Windward Districts. Orders for services are not guaranteed and will be on an "as-needed" basis during the agreement period.

All Hawaii State Department of Education schools and facilities on Oahu in the Honolulu and Windward Districts that require palm services, will be required to go through the Hawaii State Department of Education, Facilities Maintenance Branch (FMB) or their authorized representative(s) to obtain services or authorization to proceed for needed services.

CONTRACTOR shall perform requested services in the time and manner specified to keep palms healthy and to minimize conflicts with, and risks to, students, staff, and the Hawaii State Department of Education site(s). CONTRACTOR shall ensure necessary palm clearances are met to ensure safety and proper function; CONTRACTOR, together with their Arborist, shall prioritize safety while performing work specified herein.

3. SCOPE OF WORK, PROJECT REQUIREMENTS AND OFFEROR QUALIFICATIONS

3.1 PURPOSE AND OBJECTIVES

The Hawaii State Department of Education (STATE) is looking to partner with CONTRACTOR(s) to provide palm maintenance services to various Hawaii State Department of Education schools and facilities on the Island of Oahu in the Honolulu and Windward Districts. The purpose of these services is to address and/or reduce hazardous palm conditions, keep the risk to people and property from palms as low as reasonably achievable, and protect them from injury or damage. This purpose will be accomplished through the objectives below:

- Provide timely arboricultural services including but not limited to palm pruning and removal.
- Arboricultural services shall maintain the palms' compatibility with facility use and function including proper palm clearances, while protecting the palms' health and structural condition.
- Provide appropriate palm inspection and reporting of significant safety concerns.
- CONTRACTOR(s) shall use professional arboricultural practices that are based on the palms' anticipated physiological responses, and correct problems rather than create new ones.

CONTRACTOR shall be responsible for furnishing, arranging, and providing all labor, equipment, tools, permits, and materials to perform all operations in connection with providing services as specified herein. Services shall be provided in accordance with the RFP, the Special Conditions, and the General Conditions, AG-008 (latest revision).

3.2 STATE'S USE OF THE VENDOR LIST

The STATE will request services by following the below procedures. Schools/facilities that have palms for which they are responsible for shall obtain authorization to proceed from FMB prior to using the Vendor List. CONTRACTOR(s) shall follow the below requirements for all services requested under the Vendor List agreement:

3.2.1 Quotations Process

The STATE's authorized representative will issue a Quote Form (Appendix H, Sample Quote Form) to CONTRACTORS listed on the Vendor List as specified below:

- Less than \$2,500: Obtaining multiple quotes is optional.
- \$2,500 but less than \$10,000: Quote Form will be issued to a minimum of three CONTRACTORS on the Vendor List. If there are less than three CONTRACTORS on the resulting Vendor List, Quote Form will be issued to all CONTRACTORS on the Vendor List.
- \$10,000 or more: Quote Form will be issued to all CONTRACTORS listed on the Vendor List.

The Quote Form will include the following:

- Project Title. Project Title shall specify either pruning and maintenance, or palm removal and/or stump grinding. If work is restricted to individual sites or palms, the site name and, if applicable, a palm Identification Number shall be a part of the Project Title. If applicable, Project Title will also include the work classification of Emergency Work or Urgent Work.
- Point of Contact and contact information.
- Time for Completion. This will include the period in which services need to be done. The STATE reserves the right to require Emergency Work to be completed within twenty-four (24) hours and Urgent Work to be completed within three (3) to five (5) days, as specified on the Quote Form.
- Quote Due Date and Time. The STATE reserves the right to make the quote submittal deadline for Emergency Work be within three (3) hours, and for Urgent Work be within twenty-four (24) hours.
- Inspection Forms, identifying sites and palms to be pruned at each site, will be provided if work to be conducted is for routine maintenance work.
- Tree Maps identifying the locations of palms that require specified services.

- Work specifications for individual trees and other details, as needed.
- CONTRACTOR shall contact each site individually to coordinate site inspections, if needed, to examine site conditions. Conducting a site inspection is highly recommended.

The STATE reserves the right to specify a different size category for individual palm trees given their actual size. Example: the small palm classification includes Manila palms, but if a Manila palm is larger than typical, the STATE reserves the right to classify it as a medium palm for work to be performed.

CONTRACTOR shall provide a quote by completing the Quote Form. The Quote Form shall include, but is not limited to, a price quote for work to be performed, including any discounts, if available; and documentation that CONTRACTOR has the capacity to complete the work within the specified timeframe. Pricing provided on the Quote Form shall be all inclusive and shall include, but is not limited to, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes. In the event that quotes come in higher than funds are available, the STATE reserves the right to negotiate with the lowest quote with the capacity to perform work to reach a reasonable price. In the event a negotiated price cannot be agreed upon, the STATE reserves the right to start negotiations with the next lowest quote with the capacity to perform work.

CONTRACTOR is advised to carefully inspect all palms included for work described within each Quote Form, and site and work conditions. Once the Delivery Order (DO) has been issued, CONTRACTOR shall not refuse to perform palm care services due to CONTRACTOR's failure to inspect the work described in the Quote Form prior to submitting a quote. Performance of such work shall conform to all requirements specified herein.

The completed and signed Quote Form, including any additional documentation, shall be submitted by the due date and time to the email address indicated on the Quote Form. Quotes shall be provided at no additional cost to the STATE. When providing a price quote, CONTRACTOR's pricing may be lower but shall not exceed the CONTRACTOR's proposed prices in Appendix G, Price Proposal.

If CONTRACTOR is unable to provide sufficient documentation of their capacity to perform within the specified timeframe, the STATE reserves the right to offer the work to the CONTRACTOR that submitted the next lowest price quote. In addition, the STATE reserves the right to include incomplete or outstanding Delivery Orders to determine CONTRACTOR's capacity to complete the work within the specified timeframe. The STATE will offer the work to the CONTRACTOR with the lowest quote and the capacity to complete the work within the required timeframe and will issue the work as a Delivery Order (DO).

3.2.2 Delivery of Services

CONTRACTOR shall not begin work until a Delivery Order (DO) is issued by the STATE. The DO will include the Purchase Order (PO) number. The STATE will not be responsible for payments for any work completed prior to the DO being issued.

Once a DO has been provided to a CONTRACTOR for the work specified on the Quote Form, the STATE reserves the right to offer the project's future work to the same CONTRACTOR or re-compete the quote process specified above.

The entire work called for in a DO shall be completed before commencing work in the next DO. The CA/POC reserves the right to change the order in which DO's are performed with written notice.

CONTRACTOR shall contact the Contact Person indicated on the Quote Form and resulting DO for any questions and for reporting requirements.

Unless otherwise specified in the DO, the STATE will make payment only upon completion of all work specified on the DO, including correction of any deficiencies. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable work.

3.3 PALM CARE SCOPE OF WORK

Unless otherwise indicated in writing, the CONTRACTOR shall follow professionally accepted arboricultural principles and practices, and shall perform all work as described in this section. For all work, the CONTRACTOR shall collect and remove all work debris the same day as it is generated; CONTRACTOR shall not leave debris unattended at the work site. Debris shall be disposed of at the recycling facilities or disposal sites that meet requirements of all governmental agencies. There shall be no deviation pertaining to this requirement.

3.3.1 Adherence to Regulations and Standards

All work shall be performed in accordance with applicable Federal, State, and County rules and regulations. The CONTRACTOR shall obtain all necessary licenses, permits, and certifications required in full performance of each Delivery Order (DO) awarded under this agreement. Work shall also comply with the most current version of ANSI A300 and ANSI Z133 generally, and specifically:

- ANSI A300 Part 1: Tree, Shrub and Other Woody Plant Maintenance-Standard Practices (Pruning);
- ANSI Z133: American National Standard for Arboricultural Operation - Safety Requirements; and
- International Society of Arboriculture Best Management Practices Companion Publications to the ANSI Standards.

3.3.2 Regular Pruning and Maintenance:

- a. Crown Cleaning: All palm trees shall have crown cleaning done, including, but not limited to: removal of fronds (and/or individual stems in clumping palms) that are dead, dying, damaged and hanging, or weakly attached; stubs; removal of all flower stalks, fruit stalks, and nuts at any stage of growth; removal of fronds with ends that hang below the 9:00 o'clock and 3:00 o'clock positions; as well as clearing of all undesirable growth, including all epiphytes, vines, weeds, and tree and palm seedlings; whether in the crown, on the trunk or at the root initiation zone. CONTRACTOR shall be responsible to clear weedy vegetation covering the trunk base and adjacent root zone, as needed, to allow work access and visibility for inspection for tree and worker safety. Normal fibrous growth between the fronds should be preserved.
- b. Directional Pruning: Directionally prune fronds away from infrastructure or improvements to provide clearance, including but not limited to buildings, roofs, signs, fences, utilities, flag poles, driveways, street lights, statues, private property, vehicle/pedestrian traffic areas, solar irradiation patterns for photovoltaic panel systems, and other structures and access. Directional pruning may consist of removal of frond tips so that the leaf stems and bases are retained to protect the meristem.
- c. Crown Raising: Crown shall be raised to provide adequate clearance for pedestrian passage and visibility, and vehicular access and sight lines.
- d. Pruning Cuts, Retention of Live Fronds: CONTRACTOR shall make clean cuts close to the trunk without injuring the trunk, remaining fronds or crown shaft. Leaves shall not be torn off, a practice that can cause trunk rot. Palm crowns shall not be pruned excessively. Live fronds above the horizontal plane at the bottom of the crown shall be retained. The bases of the upper whorls of fronds that are pruned away shall be retained to protect both the remaining younger fronds and the apical meristem.
- e. Damaged Fronds: CONTRACTOR shall remove all damaged hanging fronds if the fronds show pruning damage, and either 1) the pruning cycle was completed within the last 60 days, or 2) any

time following windy weather with average speeds of up to 45 miles per hour. This shall be done within three days of notification by the Contract Administrator (CA), POC, or their authorized representative, at no additional cost to the STATE

- f. Major Impacts Due to Pruning: Where pruning to clear a palm from structures and improvements or to provide safe access may have a major impact on the palm's structure or survival, the CONTRACTOR shall report the condition(s) to the Contact Person indicated on the Quote Form and resulting DO in a method approved by the STATE. The Contact Person indicated on the Quote Form shall make the final determination regarding the palm's disposition.
- g. Spikeless Climbing Equipment: Where palms are inaccessible by lift equipment, CONTRACTOR shall use spikeless climbing equipment, such as hoops/tree grippers or similar. Climbing of coconut and date palms using spikes shall be minimized. THE CONTRACTOR SHALL NOT USE SPIKES ON ANY OTHER PALMS, with the exception of palms that are designated for removal, except as expressly approved in writing by the Contract Administrator (CA), POC, or their authorized representative.
- h. Prohibited Activities: Under no circumstances shall workers stick cane knives into the trunks of trees or palms.
- i. Electrical Hazards: The CONTRACTOR shall not perform work within the minimum approach distance of ten feet from any power lines, other electrical hazards, or other potentially conductive utilities in the public Right-of-Way, unless CONTRACTOR is line clearance qualified and the qualified personnel are working from properly insulated lift equipment.
- j. Royal Palms: Where live fronds are in conflict with structures or access, they shall be pruned from the ends; leaf bases shall be retained to protect the crown shaft and apical meristem. Upon completing pruning of each Royal Palm, the CONTRACTOR shall provide, install, and firmly secure at least two (2) elastic "bungee" cords at two (2) well-spaced horizontal positions around the mid-section of the crown shaft (sheath area) of each palm, such that any sheaths coming loose between pruning cycles are held in place until they can be removed during the next pruning cycle. CONTRACTOR shall obtain POC approval prior to using a material other than "bungee" cords. Bungee bands, or other material approved by the POC, found missing prior to the next pruning cycle shall be replaced at the CONTRACTOR's own expense.
- k. Clumping fishtail palms: Crown clean and maintain per the above requirements; also remove all dead or dying canes/stems. Remove no more than about 20% of total live fronds and stems in each cluster in any given pruning cycle.

3.3.3 Removal of Palm Trunks, Stumps and/or Roots

In order to protect persons and property from injury, damage and service interruptions, CONTRACTOR shall provide all required labor, materials, equipment and incidental requirements to safely remove and dispose of unsafe, dying or dead palms, including stump removal as requested by the STATE.

All debris from removal operations shall be attended to at all times by the CONTRACTOR, and shall be removed on the same day it is generated. Debris shall be disposed of at recycling facilities or disposal sites that meet requirements of all governmental agencies. There shall be no deviation pertaining to removal of debris.

If stump and/or root removal or grinding is specified within a Quote Form, CONTRACTOR shall grind remaining stump(s) and any above and below grade roots to reduce future settling resulting from decomposition of root remnants, and remove trip hazards.

Where stump and/or root removal is to be provided, CONTRACTOR shall perform the following:

- a. CONTRACTOR shall contact 811 to have the work area inspected for underground utilities.

- b. CONTRACTOR shall completely remove the stump, all above-grade roots, all raised soil areas covering shallow roots, and root masses 2" diameter or more, to a minimum of twelve (12) inches below the surrounding grade, or as otherwise specified in the Quote Form.
- If grinding equipment cannot be used near pavement or other obstructions, CONTRACTOR shall utilize any other means they determine to be appropriate to complete the removal of stump and root remnants.
 - All chips and other loose stump and root debris shall be removed and the area backfilled with good quality topsoil, spread level with the surrounding grade and compacted into place using foot pressure (no mechanical compaction) to prevent settling. Debris from stump and root grinding cannot be mixed with topsoil and left in place.
- c. CONTRACTOR shall report to the Contact Person indicated on the Quote Form and resulting DO conditions where stump grinding cannot be performed or must be performed on a limited basis. Such conditions include, but are not limited to, the presence of nearby trees or palms to remain where the roots of such trees may be excessively impacted; slope or soil conditions that may be made unstable by stump grinding; and presence of underground utilities within the stump grinding area. CONTRACTOR shall obtain written approval from the Contact Person indicated on the Quote Form and resulting DO on a case-by-case basis for the modification of stump and root removal requirements.

3.4 ARBORIST

For the duration of the agreement, and extensions, if any, there shall be at least one (1) Qualified Arborist on site and directly supervising work at all times when palm work is being performed. No breaks will be allowed to accommodate the use of one arborist on a separate contract or job. The Qualified Arborist shall be in compliance at all times with the qualifications and requirements specified in this RFP.

During the agreement term, in the event of a change in Arborist, CONTRACTOR shall complete the Appendix F, Key Personnel – Qualified Arborist, and provide all required information for the new Qualified Arborist. The Appendix F, Key Personnel – Qualified Arborist, shall be submitted in writing to the CA and/or POC for approval. The STATE will review all documents submitted. No work under this agreement shall be conducted until the new Qualified Arborist has been approved by the CA and/or the POC.

The Qualified Arborist shall:

1. Possess minimum five (5) years of work experience as an ISA "Qualified Arborist," including, but not limited to:
 - Knowledge and experience in the pruning practices and maintenance of all tree species included herein.
 - A sound knowledge and understanding of local tree species and their growth rates.
 - Possession of a thorough working knowledge of the most current ANSI Z133 and ANSI A300.
 - Demonstrated ability and experience to supervise the CONTRACTOR's crew to ensure the satisfactory completion of operations including, but not limited to, ensuring proper clearances, proper pruning techniques, productivity, cleanup, safety, and compliance with all requirements herein.
 - Experience in and ability to evaluate trees for potentially high risk and hazardous conditions and making safety determinations prior to and during workers entering trees, including but not limited to cracked or raised soil; branch or trunk cracks and other structural conditions; abnormal growth; leans or sweeps; the presence of decay, and other diseases and pests; dead or declining trees or tree parts; and other indications or conditions affecting the risk of failure.
 - Qualifying as an Incidental Line Clearance Arborist by training and experience, be closely familiar with OSHA and ANSI provisions and their application to tree maintenance work, and

- be able to supervise workers to employ safety-related work practices near electrical hazards that protect against the voltage levels to which they're exposed.
 - Obtain and maintain electrical hazards awareness training (e.g. Electrical Hazards Awareness Program (EHAP)).
2. Maintain ISA certification throughout the agreement period, including extensions, if any. In the event that the qualified Arborist's current ISA certification will expire after proposals are due but prior to award, the CONTRACTOR shall provide with their proposal, a copy of the letter(s) mailed to ISA asking for a sixty (60)-day extension, and the written response and approval from ISA to extend the certification. The CONTRACTOR shall also provide a CEU Report for continuing education units (CEUs) obtained for the applicable period and a plan of course of action to be taken to obtain the thirty (30) total credits needed by the end of the sixty (60)-day deadline.

In the event that the CONTRACTOR fails to provide a qualified arborist at the worksite during any phase of ongoing palm operation, the CA, POC, or authorized representative has the right to temporarily suspend work operation and/or terminate the agreement due to CONTRACTOR's non-compliance. Work operation may resume upon approval by the CA and/or POC, when the CONTRACTOR's non-compliant performance has been satisfactorily corrected for all non-performance issues. Any losses resulting from work delays due to the CONTRACTOR's non-compliant performance shall be the sole responsibility of the CONTRACTOR and shall be promptly remedied by the CONTRACTOR at CONTRACTOR's own expense.

3.4.1 Arborist's Responsibilities

The Qualified Arborist shall:

1. Represent the CONTRACTOR at the worksite, be competent to act on behalf of the CONTRACTOR, and understand and carry out instructions which may be given by the CA, POC, or authorized representative. The CONTRACTOR shall keep the CA and/or POC advised at all times as to the identity of the Arborist.
2. Be physically present on site at all times while work is being performed. No breaks will be allowed to accommodate the use of one Arborist on a separate contract or job.
3. Remain, at all times, on site and positioned in such a way that they can observe and communicate with the workers performing the tree maintenance operations.
4. Supervise safety inspections and operations of personnel and equipment; ensure that safe work practices are in use by personnel at all times; ensure equipment is in good condition and operable, and used in accordance with the manufacturer's recommendations. See also Section 3.10, Safety Requirements, for additional specific requirements.
5. Determine whether an electrical hazard exists before entering or performing work on or in a tree. CONTRACTOR's Qualified Arborist shall supervise all workers to ensure safety related work practices at all times, including, but not limited to:
 - a. Remaining at least ten feet from all electrical hazards in the public Right-of-Way, including power lines and other potentially conductive utilities.
 - b. On Hawaii State Department of Education sites, observance of minimum approach distances, during work near electrical hazards. All work in proximity to electrical hazards shall be performed according to ANSI Z133, Section entitled "Electrical Hazards" (most recent edition).
6. Report any palm that is found to be within the minimum approach distance of ten (10) feet from any power lines, other electrical hazards, or other potentially conductive utilities in the public Right-of-Way. Report shall be to both the appropriate electric utility vegetation management unit and to the POC and/or authorized representative. In these cases, the STATE, together with the local utility company, will determine how to proceed.

7. If a Delivery Order (DO) is issued for a routine palm maintenance cycle, the CONTRACTOR's Arborist shall conduct a Level One walk-by visual risk assessment of all palms that are a part of the DO. The Arborist shall report via the method designated by the STATE certifying that inspection was conducted. Where a palm is found to have significant or potentially significant risk condition(s) that remain after routine maintenance is performed, the Arborist shall:
 - a. Perform a Level 2 Basic Risk Assessment including a 360-degree visual examination of the entire palm and its surroundings, inspection with basic tools including but not limited to, binoculars, mallet, and probe, as needed, and an evaluation of the use and structures/property in the vicinity of the palm,
 - b. If the palm or palm parts could break before a follow-up inspection and risk mitigation can be performed, then the Qualified Arborist shall inform school personnel and recommend barricades and/or other protective measures to safeguard persons and property from avoidable risks, and
 - c. Report the findings and recommendations to the Contact Person indicated on the Quote Form and resulting DO by phone or text, followed by a written report via letter, email message, or other electronic reporting method specified by the Point of Contact indicated on the Quote Form.
 - d. The reporting shall include the tree identification number and palm type; tree height (brown trunk feet) and other dimensions if appropriate; description of the defect size/significance (minor, moderate or major), height and location; description of the target zone and what could be struck or obstructed in the event of failure; the likelihood of failure and risk evaluation time frame; and efforts made to block off the area or otherwise mitigate the risk of injury or damage to people and property.

8. Where requests are provided to the CONTRACTOR about structural conditions for selected palms, Arborist shall perform Level Two basic assessments, such as inspection with basic tools and/or aerial inspection, as required. Arborist shall report updated findings and recommendations via electronic or other reporting methods as determined by the Contact Person indicated on the Quote Form and resulting DO. Reporting shall include date and Arborist performing the inspection, observations and findings including summary of work done, and recommendations for further action.

9. Inspect for and promptly report sightings of wildlife that are protected, significant or otherwise designated as species of concern, including, but not limited to, Hawaiian hoary bat pups and adults, and incubating White Terns and their chicks. Protected wildlife shall not be moved, removed, harmed or harassed in any manner. Per approved State and Federal best practices guidelines, White Tern adults that are not incubating or raising young may be gently shooed away from work areas if their presence interferes with work.

Such wildlife shall be reported to the Contact Person indicated on the Quote Form by phone or text, with a written follow up via email message, letter or other electronic reporting method specified by the Contact Person indicated on the Quote Form and resulting DO. Report shall include date and time of observation, location, Tree ID #, whether breeding activity was observed, and measures taken to comply with State and Federal regulatory requirements.

10. The CONTRACTOR's Qualified Arborist cell phone number provided to the CA, POC, or authorized representative shall be current at all times. This number will be used to contact the Arborist directly in the event of any complaints and/or emergencies. When contacted by the CA, POC, or authorized representative, Arborist shall provide an immediate response.

3.5 WORK SCHEDULE AND DAILY REPORTING

- 3.5.1 For non-emergency services, within ten (10) days of the STATE providing a Delivery Order (DO), the CONTRACTOR shall submit a written Projected Work Schedule for work at each of the schools and other Hawaii State Department of Education sites for review and approval by the

Contact Person indicated on the Quote Form and resulting DO. Scheduling may be modified by the CA, POC, or site(s), as required.

- 3.5.2 Regular Palm Maintenance Frequency – Regular palm maintenance, if awarded a DO for ongoing maintenance, is about once every FOUR (4) months, or as assigned by Quote Form and resulting DO. The estimated pruning cycle start times would be February, June, and October.

Work for each pruning cycle shall be completed within sixty (60) calendar days of the DO start date, or as otherwise specified on the Quote Form. CONTRACTOR may request an extension beyond sixty days, or the specified completion date on the Quote Form, only for circumstances beyond the CONTRACTOR's control; the request must be accompanied by an explanation for the delay. CONTRACTOR may work beyond the sixty day period, or the specified completion date on the Quote Form and resulting DO, only as authorized by the Contact Person indicated on the Quote Form and resulting DO.

- 3.5.3 For all work, the CONTRACTOR shall coordinate directly with the School to determine acceptable work dates and times. The CONTRACTOR shall confirm the work dates and times with the Principal or other authorized school personnel 48 hours prior to the scheduled start of work at the school. If a scheduled work date or time must be cancelled or rescheduled, the CONTRACTOR shall inform the Contact Person indicated on the Quote Form and resulting DO and authorized school personnel at the earliest possible opportunity.

- 3.5.4 Work shall be performed Monday to Friday during daylight hours and during normal school business hours. Work during Saturdays, Sundays, and/or holidays may be granted upon the CONTRACTOR's written request, each school site's Principal's agreement, and approval by the Contact Person indicated on the Quote Form and resulting DO. Any work performed outside of normal school business hours shall be coordinated with the approval of each school principal, which includes site access.

- 3.5.5 The CONTRACTOR shall at all times conduct work to assure the least possible disruption of activities by the school and the general public.

- 3.5.6 The order of work shall be performed as assigned by the CA, POC, or their authorized representative. Scheduling may be modified by the CA, POC, or authorized representative as required. CONTRACTOR must complete all work at a school before starting at the next school. Exceptions shall be approved in writing by the CA, POC, or their authorized representative.

- 3.5.7 Work shall commence only upon issuance of the DO. The Contact Person indicated on the Quote Form and resulting DO will issue the DO to the CONTRACTOR.

- 3.5.8 Adverse conditions which may require major field changes not stated in the DO shall be reported to the Contact Person indicated on the Quote Form and resulting DO prior to commencement or continuation of work.

- 3.5.9 Daily Reporting: Between 8:00 a.m. and 8:30 a.m. on each regular business day of the State, the CONTRACTOR shall report to the Contact Person indicated on the Quote Form and resulting DO, with the following information:

- The CONTRACTOR's starting time, site name, and Qualified Arborist for that day.
- If not working that day, CONTRACTOR must provide the daily notification and state specific reason for not working.
- The progress, if any, of the previous day's work giving the location and approximate percent completed.
- Any general obstructions, problems, or unfinished business from the previous day's work.
- Report any palms that are diseased, damaged, declining, dead, missing/removed, or in otherwise adverse condition. Alternatively, CONTRACTOR shall report affirmatively that the palms were inspected and that health and structural concerns were not observed.

- If CONTRACTOR changes location or Qualified Arborist during the work day, CONTRACTOR shall notify STATE of the change.

The STATE reserves the right to require the CONTRACTOR to utilize the STATE-provided electronic form as the reporting method. There shall be no deviation from these daily reporting requirements.

3.6 IDENTIFICATION AND QUANTITIES OF VARIOUS TREES

Identification and quantities of the various palms will be indicated on the Inspection Forms and/or Maps provided with the Quote Form. The types of palms on the Inspection Forms and Maps are general categories; each category should be assumed to include species other than that which is specifically named. For example, Alexander refers to Alexander (*Archontophoenix alexandrae*), Manila (*Adonidia merrillii*) and other similar sized feather palms having similar maintenance requirements. DOE may at any time divide an existing palm category into more specifically defined categories if it is deemed beneficial for the delivery of palm maintenance.

On occasion, errors in identification and quantities of the trees may occur. The CONTRACTOR shall notify the CA, POC, or authorized representative and the Contact Person indicated on the Quote Form and resulting DO and await further direction regarding any such discrepancies.

In the event the actual number of palms is less (or greater) than the quantities indicated on the Quote Form and resulting DO, the total amount for services shall be increased or reduced by the difference in the quantity of palms, multiplied by the palm unit price for that particular type of palm. Upon discovery of palm(s) on the palm map that no longer exist, and/or palms(s) not previously included on the Inspection Forms and/or Maps, the CONTRACTOR shall report the quantity, palm type, and the location of the palm(s) to the CA, POC, or authorized representative and Contact Person indicated on the Quote Form and resulting DO. The DO shall be revised to include the correct quantity of palms; the total dollar amount for services shall be the actual quantity of palms multiplied by the palm unit price for that particular palm size. The STATE reserves the right to add previously unreported palms to the DO; CONTRACTOR shall be provided the information in writing indicating the revised quantity, palm type, and/or map locations.

3.7 WORKMANSHIP

All necessary work shall be executed in a professional manner. Palms that cannot be accessed by aerial lift equipment shall be accessed by spikeless climbing equipment such as hoops / tree grippers or similar.

CONTRACTOR shall be responsible for verifying the location of all utilities, structures and other improvements, including, but not limited to, sprinklers, ground level pipes, valve or water boxes, fencing, electrical and light fixtures, and synthetic or natural turf. Any damage, injury, and/or loss to any property resulting from the performance of work shall be the sole responsibility of the CONTRACTOR, and shall be remedied promptly by the CONTRACTOR at CONTRACTOR's own expense.

Where necessary to avoid damage or injury to other parts of the palm, nearby vegetation including other trees and their surface roots, people or property, rigging or other equipment shall be used to control and lower heavy plant parts to the ground.

All pruning debris shall be removed on the same day as it is generated. CONTRACTOR shall not leave pruning debris unattended at the work site. Pruning debris shall be disposed of at the recycling facilities or disposal sites that meet requirements of all governmental agencies. There shall be no deviation pertaining to removal of pruning debris.

All work done shall be subject to inspection and approval of the Contact Person indicated on the Quote Form and resulting DO; all services rendered shall be in accordance with these specifications, requirements and provisions herein.

3.8 INSPECTION BY THE SCHOOL

The CONTRACTOR shall obtain the signatures and dates on the Inspection Form from the school principal and/or authorized school representative to certify completion of all work at that particular school.

3.9 INSPECTION BY THE CONTRACT ADMINISTRATOR

The CA, POC, or authorized representative reserves the right to inspect the CONTRACTOR's work, personnel, and tools or equipment during any phase of performance to assess progress, assure CONTRACTOR work safety practices, determine work quality, and compliance with all requirements.

Compliance shall include, but is not limited to, inspections of scheduling and coordination with schools, tools and equipment, worker safety practices, quality control of palm maintenance operations, tree assessments, and performance according to requirements herein. In addition, the CA, POC, or authorized representative will monitor the CONTRACTOR to assure that the Qualified Arborist maintains presence on the job site, provides direct supervision, and maintains work safety and quality at all times.

The CA, POC, or authorized representative has the right to temporarily suspend work operation during any phase of the DO due to the CONTRACTOR's non-compliance. Work operation may resume upon approval by the CA, POC, or authorized representative, when the CONTRACTOR is in compliance and has satisfactorily corrected all non-performance issues. Any losses resulting from work delays due to the CONTRACTOR's non-compliant performance shall be the sole responsibility of the CONTRACTOR, and shall be promptly remedied by the CONTRACTOR at CONTRACTOR's own expense. The CA and/or POC will document instances of CONTRACTOR's non-compliance and/or non-performance.

In the event that the CONTRACTOR fails to be in compliance with any specific performance according to requirements, such as failure to provide a Qualified Arborist at the worksite during any phase of ongoing palm operations, the STATE reserves the right to terminate the DO. In addition, the STATE reserves the right to include this information in their determination of a vendor's capacity to complete the work within the required timeframe when evaluating Quote Forms for subsequent DOs.

The CONTRACTOR shall notify the Contact Person indicated on the Quote Form and resulting DO in writing after each DO is completed. The Contact Person indicated on the Quote Form and resulting DO will complete inspection within twenty-eight (28) calendar days after receipt of the written notification. The Contact Person indicated on the Quote Form and resulting DO will provide written notice to CONTRACTOR of any deficiencies, which shall be corrected within twelve (12) calendar days.

The CA, POC, or authorized representative shall have sole authority to determine acceptability of the CONTRACTOR's work.

3.10 SAFETY REQUIREMENTS

The CONTRACTOR shall require that appropriate safety-related work practices be followed in accordance with applicable federal, state and local rules, regulations and orders, including but not limited to: Occupational Safety and Health Act (OSHA); Hawaii Occupational Safety and Health (HIOSH) Division; Environmental Protection Agency (EPA); and in accordance with applicable consensus standards including but not limited to ANSI Z133 Safety Requirements for Arboricultural Operations (most recent version), ASTM, and normative references contained therein. In the absence of applicable OSHA or other legal requirements or guidance, applicable accepted industry standards and practices shall be followed.

Due to the many specialized procedures used during arboricultural operations, it must be emphasized that exceptions to provisions of the industry standards may be acceptable. Flexibility and/or a decision as to the applicability of these standards to professional operations may be required. Exceptions shall only be made by the CONTRACTOR's Arborist after careful consideration; CONTRACTOR's Arborist shall report to the POC or their authorized representative any exceptions made along with the justification.

- 3.10.1 CONTRACTOR's Qualified Arborist shall supervise safe work practices at all times as described under Section 3.4, Arborist.
- 3.10.2 Each person performing work under this agreement shall be responsible for her/his own safety while at work and shall comply with appropriate safety and health standards and all rules, regulations, and orders that are applicable to her/his own actions and conduct.
- 3.10.3 CONTRACTOR shall provide company uniforms / shirts for all personnel working under this agreement which clearly display CONTRACTOR's company name and, if applicable, logo. All vehicles and equipment shall be clearly marked with the CONTRACTOR's company name and, if applicable, logo.
- 3.10.4 CONTRACTOR shall provide ongoing training, inspection and compliance by all personnel for the following safety practices:
- a. Emergency response – including but not limited to emergency phone numbers, rescue procedures and equipment, and first aid procedures and supplies.
 - b. Inspection, use, care, maintenance and replacement of personal protective equipment (PPE), tools and equipment.
- 3.10.5 Personal protective equipment (PPE) shall be used when there is a reasonable likelihood of injury or illness that can be prevented by such protection, including, but not limited to, hard hat (head protection), safety shoes, chaps (leg protection), eye and hearing protection, face and respiratory protection, safety harness, lanyards, safety guide ropes, chain or cable reinforced climbing belts, scabbards to hold cane knives when not held in the climber's hand, and rigging equipment to safely lower heavy pruning debris. PPE shall conform to applicable ANSI standards. Under no circumstances shall any CONTRACTOR's personnel wear clothing or other personal items considered unsafe or inappropriate while performing work under this agreement.
- 3.10.6 The CONTRACTOR shall provide effective safety precautions, including, but not limited to, safety personnel, traffic cones, signs, flags, barricades, ropes and/or "Do Not Enter" tape, and other devices necessary to direct pedestrians and vehicles and for the safety of the students, school personnel, and general public. Safety measures shall remain in place at all times while CONTRACTOR is on site. Effective means of pedestrian and vehicular traffic shall be instituted on every worksite where necessary and shall follow current Department of Transportation Standards and Guideline Work Zone Traffic Controls, or applicable state/local laws and regulations.
- 3.10.7 Use of all tools and equipment shall be in accordance with the manufacturer's recommendations.
- 3.10.8 The CONTRACTOR shall take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence. Whenever maintenance and repair work is performed during school hours and the site is accessible to school children, the CONTRACTOR shall not perform work until all appropriate safety precautions are in place.

3.11 DAMAGES

In the event any accident, injury, or property damage arises from the performance of work, the CONTRACTOR shall immediately notify the CA, POC, or authorized representative and shall immediately locate the owner of any damaged property. If the CONTRACTOR cannot immediately locate the owner of any damaged property, a note shall be left informing the owner of financial responsibility and the method of contacting the CONTRACTOR for settlement of the damaged property. Any damage to buildings, structures or any other type of site improvement, vehicles, utilities including irrigation systems, plants, and/or all other non-contracted items in the perimeter area and adjoining properties shall be repaired and/or replaced by the CONTRACTOR at CONTRACTOR's own expense and to the satisfaction of the CA and/or POC and the injured party(s).

In the event CONTRACTOR causes an outage or damage of any type to utility lines or equipment, the CONTRACTOR shall:

- a. Suspend all work, secure the job site and take measures to prevent further injury and/or damage, attend to any injuries, and contact 911 immediately. If utility lines or equipment are damaged, the CONTRACTOR shall not handle or touch the damaged equipment. CONTRACTOR shall block off all access, and leave the appropriate personnel on the site to ensure that the public is safe from electrical contacts and or any other hazard present.
- b. Immediately notify the appropriate utility company and the CA, POC, and/or authorized representative to report the location of the outage and the extent of the damage.
- c. Suspend all work until the CA, POC, and/or authorized representative obtains a clearance from the appropriate parties involved.

Only vehicles used to access palms for pruning purposes, dump trucks and chippers, shall be allowed to drive on lawn areas and walkways. No other equipment or vehicles of any type, including pickup trucks, shall be allowed on lawn areas and walkways. The CONTRACTOR shall inspect the areas prior to driving onto lawns to determine locations of sprinkler systems and any other above and/or below-grade utilities. Vehicle exhaust systems shall be redirected, or a protective mat shall be placed on the lawn below the exhaust system, to prevent burns to the lawn. The CONTRACTOR shall not drive on wet or muddy lawns where it is likely to cause ruts in the lawns. Ruts are considered "damage to the lawn" and shall be resolved by the CONTRACTOR at CONTRACTOR's own expense and to the satisfaction of the CA, POC, and/or authorized representative and the injured party(s). Vehicles shall not be driven over above-grade tree roots and shall not be driven closer than ten (10) feet from the base of the tree trunk.

3.12 CORRECTIVE ACTION

The CONTRACTOR shall be responsible to correct all deficiencies and/or discrepancies in any work performed, as required by the Quote Form and resulting DO, within one (1) week of notification. This corrective action shall include, but is not limited to, removal of stubs, dead, dying, dried, damaged branches/fronds; cracked/hanging branches/fronds; removal of flowers, inflorescence, fruits, nuts at any growth stage; clearing of all excessive growth, including all epiphytes, vines and volunteer seedlings; and removal of work debris.

CONTRACTOR shall remove all hanging fronds caused by the CONTRACTOR's damage to the leafstalks, including any that break within sixty (60) days of a completed pruning cycle, or any that break following a major wind event.

3.13 SECURITY REQUIREMENTS

The CONTRACTOR shall be aware of heightened security conditions at all schools and facilities covered by this agreement and report any suspicious activity or obvious breach of security in relation to or during the course of their work at any of the schools or facilities; this shall be reported to the CA, POC, and/or authorized representative with as much detailed information as possible. The CONTRACTOR shall keep their work areas closed and secure, before, during, and after performing work.

The CONTRACTOR shall schedule and coordinate palm pruning, palm removal, and other palm care services at schools/facilities in advance before work can commence. A letter from Hawaii State Department of Education to the respective school(s) or facility may be required. Upon issuance of a DO, if any, and prior to the start of work, the CONTRACTOR may be required to submit, on its company letterhead, a list of personnel assigned to the DO. This list shall be submitted to the Contact Person indicated on the Quote Form and resulting DO. When scheduling, the school will provide their requirements regarding when (time) and where (location) the CONTRACTOR may work.

The CONTRACTOR's vehicles and personnel shall be properly identified via use of company signage/logos, uniforms, name tags, and/or identification cards.

Vaping, smoking, drinking, or use of any other tobacco, alcoholic, or illegal substances is prohibited within school property at all times.

The CONTRACTOR is required to follow the school/facility's procedure for visitors, which includes, but is not limited to, reporting to the school office upon daily arrival and checking out after work has been completed.

3.14 OFFEROR QUALIFICATIONS

The purpose of the Offeror Qualifications section is to provide STATE the ability to verify the experience and knowledge claims made in the proposal by the Offeror and to assess the Offeror's prior record in providing services to other organizations

Failure on the Offeror's part to meet the requirements herein may result in a determination of non-responsiveness and subsequent disqualification of the proposal. These requirements shall remain in effect throughout the entire agreement period, including extensions, if any. Failure to maintain these requirements may result in cancellation of award or early, partial or termination of the agreement.

Minimum Qualifications of the Offeror are as follows:

- a. Experience
Offeror shall have a minimum of five (5) consecutive years of experience (immediately prior to proposal due date) in providing palm maintenance services. The number of years of experience and necessary documentation to substantiate Offerors claim of experience shall be provided in Offerors proposal.
- b. License/Permit
Offeror shall have a current C-27 or C-27-B, tree pruning license issued by the Department of Commerce and Consumer Affairs (DCCA). Offeror shall provide the license number and all necessary documentation (e.g., copy of license) to substantiate Offeror's compliance with this requirement in Offerors proposal.

The Offeror shall obtain and pay for all permits, certificates, licenses, and Military access pass clearances required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

The Offeror shall comply with all business registration requirements. Failure to comply with the requirements of this paragraph may be grounds for a Proposal to be rejected, an award of Contract to be cancelled, or the awarded Contract to be terminated.

- c. Permanent Service Facility
Offeror shall have a permanent service facility on the island of Oahu, from where business is conducted and from where the company is accessible to requests related to the contract.

Service facility shall include warehousing of trucks, equipment, and tools required for palm maintenance services and from where personnel is dispatched to perform the work as specified herein. Service facility information shall be provided in Offeror's proposal. The STATE reserves the right to inspect the Offeror's service facility to ensure that the Offeror has the adequate management, labor, equipment, etc. to provide palm maintenance services.
- d. Personnel
Offeror shall have competent, trained, and physically qualified personnel designated as follows:

- Point-of-Contact

Offeror shall designate at least one (1) employee as the STATE's point-of-contact (POC) for this contract.

The POC for this contract shall be based on Oahu. The STATE's POC for this contract shall be available during regular business hours, Monday – Friday, excluding holidays, from 7:45 a.m. to 4:30 p.m. (HST), and shall be capable of answering questions, resolving problems, and providing follow-up assistance. Offeror shall include the POC's name; position title; address; telephone number; cell phone; fax number; and e-mail address in Offerors proposal.

Telephone answering machines are not acceptable during normal business hours. An answering service is acceptable after normal business hours provided a response is made within two (2) hours of the initial call.

During the agreement period, if there is a change in CONTRACTOR's Point-of-Contact, CONTRACTOR shall notify the CA and/or POC immediately.

- Qualified Arborist

Offeror shall have available at least one (1) Qualified Arborist possessing current Certified Arborist qualification with the International Society of Arboriculture (ISA). The qualified Arborist shall have the current Certified Arborist qualification for a minimum of five (5) years, shall have undergone EHAP (Electrical Hazards Awareness Program) training and have working knowledge of work near electrical hazards. Arborist shall possess current certification for First Aid and CPR.

- Employees

Offeror shall have a sufficient employee workforce to perform work specified herein. Offeror shall include in their proposal, a list of all employees available, if awarded, and the type of work each employee will be performing (e.g. Tree Trimmer-Truck Driver, Tree Trimmer, ISA Certified Arborist).

e. Equipment

Offeror shall have the necessary equipment to efficiently and safely perform and complete the work specified herein. Offeror shall have an inventory of equipment sufficient to perform work requirements efficiently and effectively, including but not limited to man lifts, backhoes, stump grinders, chippers, trailers and flatbed trucks, and spikeless climbing equipment in proper working order.

Electric vehicles, chainsaws and other equipment that reduce greenhouse gas emissions and increase renewable energy use are preferred.

4. PROPOSAL

4.1 General Requirements

- 4.1.1 Any and all costs incurred by an Offeror in preparing and submitting a Proposal and conducting discussions, if any, shall be at the Offeror's sole expense and are the Offeror's sole responsibility. This includes the cost of any visits to client references, and STATE locations by an Offeror, but does not include any costs incurred by the STATE or its representatives for Offeror demonstrations or site visits.
- 4.1.2 Before submitting a proposal, each Offeror must examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.
- 4.1.3 Offerors are charged with presumptive knowledge of all requirements of all cited authorities. Offeror must become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work before submitting a proposal. Submission of a proposal by any prospective Offeror shall constitute admission of knowledge on the part of such Offeror.
- 4.1.4 The Scope of Work, Minimum Contract Provisions, General Conditions and other documents referenced in or attached to the proposal shall be considered a part of the proposal submitted, whether or not attached to the proposal at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the proposal.
- 4.1.5 Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- 4.1.6 Any proposal may be withdrawn at any time on the HlePRO prior to the deadline for receipt of offers. The withdrawal of a proposal shall not prejudice the right of an Offeror to submit a new proposal, but any such new proposal must be received before the stated deadline.
- 4.1.7 A proposal that contains any omission, erasure, addition not called for, conditional offer or irregularity of any kind may be rejected. Corrections, if necessary, may be made by submitting a revised proposal on the HlePRO prior to the proposal due date and time or by lining out the materials to be corrected and by inserting the correction as close to the line-out as possible. Every such correction must be initialed by authorized individual signing the Proposal Identification and Information Form.

4.2 Confidential Information in Proposal

The contents of any proposal shall not be disclosed during the review, evaluation, or discussion process. Once the notice of the award is posted, all proposals (both successful and unsuccessful) become available for public inspection.

If an Offeror believes that any portion of the proposal contains information that should be withheld as confidential, then the Procurement and Contracts Branch should be so advised in writing. Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the Proposal, be clearly marked, and shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

Whether those parts shall remain confidential will be determined under § 3-122-58(b), HAR and Chapter 92F, HRS. Pursuant to Section 3-122-58, HAR, if a person requests to inspect the portions of a proposal

designated as confidential, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

4.3 Proposal Preparation

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the offeror has identified as necessary to successfully meet the obligations outlined in this RFP.

The proposal shall describe in detail the offeror's ability and availability of services to meet the primary project goal of this RFP as stated herein. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate to the purpose of this RFP. Emphasis shall be on completeness and clarity of content. If any additional information is required by the STATE regarding any aspect of an offeror's proposal, such information shall be provided within two (2) business days of the STATE's request unless otherwise stated or directed by STATE.

4.4 Proposal Security

A Bond is not required if submitting a Proposal.

4.5 Proposal Submission and Format

This section prescribes the standard format for a proposal submitted in response to this RFP.

Offeror shall submit a Proposal using the exact forms or reproductions of such forms as provided and as otherwise instructed by this RFP. Failure to comply may result in a determination that the proposal is non-responsive.

The standard format will facilitate the STATE's review, comparison, evaluation of proposals, and verification as to whether the minimum requirements are met by each Offeror and the Offeror's Proposal. The format is not intended to limit the content of a proposal in any way. The offeror may include any additional data or information that is deemed pertinent to this RFP.

This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO shall not be accepted or considered for award, unless otherwise specified herein. The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.

Proposals shall be submitted and received electronically by the specified due date and time through the HlePRO (<http://hiepro.hawaii.gov>).

4.6 Proposal Organization and Content

Proposals shall be organized in this order:

- Table of Contents: The table of contents shall clearly identify the material by section and by page number.
- Section 1: Proposal Identification and Information Form (Appendix A), Wage Certificate (Appendix B)
- Section 2: Executive Summary (Appendix C)
- Section 3: Offeror Information Background, and Qualifications (Appendix D)
Comparable Palm Maintenance Experience (Appendix E)

	Key Personnel – Qualified Arborist (See Appendix F)
Section 4:	Subcontractors (if any)
Section 5:	Price Proposal (Appendix G)
Attachment A:	Proof of Compliance Documents

Additional information about specific requirements of each section follow.

4.7 Section 1 - Proposal Identification and Information Form and Wage Certificate Form

4.7.1 Proposal Identification and Information Form (Appendix A)

Offeror shall submit the Proposal under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and shall indicate exact legal name in the appropriate space on the Proposal Identification and Information Form. Failure to do so may result in rejection of the proposal or delay proper execution of a resulting contract, if any.

The Offeror's authorized signature on the PROPOSAL IDENTIFICATION AND INFORMATION FORM shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

A hard copy of the PROPOSAL IDENTIFICATION AND INFORMATION FORM must also be received by the Hawaii State Department of Education, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, within five (5) working days after the proposal due date.

4.7.2 Wage Certificate (Appendix B)

Offeror shall complete and submit a *Wage Certificate*, by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Accordingly, Offeror should consider the public sector wage rates and/or benefits when preparing this bid, as applicable.

Although Item 1 of the *Wage Certificate* is not applicable to this solicitation if there are no STATE or public sector employees performing work similar to the requirements herein, Item 2 of the certificate is applicable in all situations. Offeror is therefore advised that submission of the *Wage Certificate* is required.

4.8 Section 2 - Executive Summary (Appendix C)

The executive summary shall summarize the contents of the Proposal in a way that gives readers a broad understanding of the entire Proposal and must also contain the following:

Terms and Conditions - A statement that the Offeror understands and shall comply with all terms and conditions of the RFP (including the General Conditions).

Subcontracting - A statement that the products and services of the proposed solution shall be provided solely by the Offeror or whether a subcontractor(s) shall assist. The Offeror's use of subcontractor(s) requires the prior written approval of the STATE.

Taxable Transaction - Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they may be liable for payment of the Hawaii General Excise Tax (GET). If an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Pending Litigation - The Offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain how litigation may materially impact the Offeror or the Offeror's ability to fully perform and complete the contract.

Other Notable Items - The Offeror shall disclose any other items of note that may have material

impact the Offeror or the Offeror's ability to fully perform and complete the contract.

4.9 Section 3 - Offeror Information

This section of the Proposal shall include the following:

4.9.1 Offeror Information, Background, and Qualifications (Appendix D)

Offeror shall complete and submit the Appendix D, Offeror Information, Background, and Qualifications with their proposal. The information on Appendix D includes the necessary information the STATE needs from the Offeror, which includes, but is not limited to, General Information about the Offeror's organization, Years of experience, License/Permit, Permanent Service Facility on the Island of Oahu, Labor costs percentage, Personnel and Employees, Point of Contact, Vehicles and Equipment, Safety Program and Experience Modification Ratio (EMR), Quality Control, and Climate change mitigation practices. Offeror shall describe and provide complete details regarding all information specified on the Appendix D.

4.9.2 Comparable Palm Maintenance Experience (Appendix E)

Offeror shall complete and submit the Appendix E, Comparable Palm Maintenance Experience form with their proposal. Offeror shall provide three (3) recent comparable palm maintenance experiences, in the State of Hawaii other than the Hawaii State Department of Education, for whom Offeror has or is performing palm care services, emphasizing palm risk assessment, pruning, maintenance, and removal activities. Offeror shall utilize one (Appendix E) form for each project. Offeror shall describe and provide complete details regarding all information specified on the Appendix E.

4.9.3 Key Personnel – Qualified Arborist (Appendix F)

Offeror shall complete and submit the Appendix F, Key Personnel - Qualified Arborist form with their proposal. One form shall be completed for each Arborist Offeror intends to utilize under this agreement. The Arborist shall sign the Appendix F to certify information provided on the Appendix F is true and correct to the best of their knowledge. Offeror, together with their Arborist, shall describe and provide complete details regarding all information specified on the Appendix F, which includes, but is not limited to, the name of the qualified Arborist, mobile phone number, email address; current ISA certification number and date of expiration; copies of their current and previously expired ISA certificates, showing the ISA Certification number and expiration dates, covering minimum five years' certification; and First Aid and CPR Certification.

4.10 Section 4 - Subcontractors

The Offeror may propose to fulfill any of the responsibilities outlined herein by entering into a subcontract with an individual, organization, or other entity that possesses the requisite expertise to fulfill the requirements of the RFP. The Offeror shall retain sole responsibility for the completion of all tasks. The use of subcontractors shall not place additional burdens or demands on the STATE (e.g., coordinating with staff from multiple subcontractors).

For any item listed herein to be fulfilled by a subcontractor, the Offeror shall provide a description of the proposed partner and the subcontractor's capability to meet the demands of the RFP. In the event the Offeror elects to engage the participation of a subcontractor, the STATE retains the right to approve the selection of the subcontractor and the proposed role that the Offeror and subcontractor shall fulfill under this agreement.

If a proposal involves the use of any subcontractor, the subcontractor shall also comply with the Offeror Qualifications requirements and submit the Appendices identified in the following sections:

Offeror Information, Background, and Qualifications (Appendix D)
Comparable Palm Maintenance Experience (Appendix E)
Key Personnel – Qualified Arborist (Appendix F)

4.11 Section 5 - Price Proposal (Appendix G)

The price proposal shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the agreement.

The Appendix G, Price Proposal table shall be completed in entirety.

The costs in the proposal shall be arrived at independently without consultation or communication as to any matter related to prices with any other Offeror for this RFP. In the event the Offeror intends to enter into a partnership with a sub-contractor, Offeror shall provide all necessary price information regarding the subcontracted services.

4.12 Proof of Compliance Documents

Offeror is advised that if awarded an agreement under this RFP, Offeror shall, upon award of agreement, furnish the required certificates and documentation (refer to RFP section regarding Responsibility of Offerors). In order to expedite agreement execution, if any, it is highly recommended that the certificates be submitted with the Offeror's Proposal as follows:

- A. Certificate of Compliance as issued by the Hawaii Compliance Express online system
- B. Certificate of Insurance

4.13 Certification of Independent Cost Determination

By submitting a proposal in response to this solicitation, Offeror certifies as follows:

- 4.13.1 The costs in this RFP have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- 4.13.2 Unless otherwise required by law, the costs which have been quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- 4.13.3 No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

5. PROPOSAL EVALUATION

The STATE reserves the right to reject any or all Proposals, and waive any defects if the STATE believes the rejection or waiver to be in the best interest of the STATE.

The evaluation will be based solely on the evaluation criteria detailed in this RFP, and shall be performed by the selected members of the Evaluation Committee consisting of at least three (3) governmental employees with sufficient qualifications and experience in this area.

Evaluation criteria and the associated points are listed below. Quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

A contract may be awarded on the basis of initial Proposals received, without discussion. Therefore, each initial proposal shall contain the Offeror's best terms from a technical and cost/price standpoint.

Proposals may be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions.

The final selection of a Successful Offeror, if any, will be made in accordance with the evaluation criteria as specified herein.

5.1 Evaluation Process Overview

The Evaluation Committee will apply a numerical rubric to evaluate the proposals. The following sections describe the evaluation process in more detail.

- Phase 1: Preliminary Evaluation of Proposals
- Phase 2: Rating and Determination of Priority Listed Offerors
- Phase 3: Discussion with Priority-Listed Offerors (at STATE's option)
- Phase 4: Best and Final Offers (at STATE's option)
- Phase 5: Selection and Award

5.2 Evaluation Criteria

Scoring under this RFP shall be based on a total of 485 points. The minimum score to be considered for award is specified below.

Offeror must score a minimum of 220 points in CATEGORY 1: Appendix C through F to be considered for award.

Thereafter, Offeror must receive a minimum total score of 260 points for both CATEGORY 1 and CATEGORY 2 combined to be considered for award.

Proposals that score less than the minimum points required above will be rejected and shall not be considered for award.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt proposal submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Offerors will be evaluated on the criteria provided below.

Criteria	Maximum Points
CATEGORY 1: Appendix C through F	
<p>Executive Summary (Appendix C)</p> <p>Offeror effectively condenses and highlights the contents of their Proposal to provide a broad but clear understanding of their entire Proposal. Offeror highlights the major elements of the Proposal; effectively describes how their organization is uniquely well suited to the STATE's requirements; explains the elements that will meet and/or exceed RFP requirements; and differentiates their delivery of services.</p>	30
<p>Offeror Information, Background, and Qualifications (Appendix D)</p> <p>Offeror exceeds the number of years required in performing palm maintenance services as specified in this RFP. (15 points)</p> <p>Offeror's capacity (including, but not limited to, employees, vehicles and equipment) to provide services specified herein. (30 points)</p> <p>Offeror's safety program and its objectives, measures, and results. Offeror provides a letter on insurance carrier's letterhead stating their Experience Modification Ratio (EMR) for the three most recent calendar years and includes explanation of EMR's above a 1.0 for any calendar year. (25 points)</p> <p>Offeror's Quality Control practices, which includes, but not limited to, pruning objectives, measures and practices that result in good quality work, and its results, which includes, but is not limited to, healthier trees, proper pruning techniques, reduced decay, and reduced branch breakage. (25 points)</p> <p>Offeror's climate change mitigation practices, which includes, but is not limited to, increased renewable energy use and carbon neutrality. (10 points)</p>	105
<p>Comparable Palm Maintenance Experience (Appendix E)</p> <p>Offeror provides three (3) recent comparable palm maintenance projects (in the State of Hawaii other than the Hawaii State Department of Education) that demonstrate Offeror's quality level, ability, capability, and reliability. Each palm maintenance project is maximum 40 points as follows:</p> <ul style="list-style-type: none"> • Reference contact information is complete and no negative performance information is provided. (15 points) • Offeror describes safety practices, quality control, and risk assessments that were part of each palm maintenance project to effectively demonstrate previous experience is similar to the scope of work. (25 points) 	120

Criteria	Maximum Points
<p>Key Personnel – Qualified Arborist (Appendix F)</p> <p>Offeror provides a Qualified Arborist (QA) that meets requirements and the Appendix F is signed by the QA. Appendix F will be evaluated as follows:</p> <ul style="list-style-type: none"> • Appendix F is completed in entirety and all required documents are attached (i.e. ISA certificate, First Aid and CPR certification, EHAP training and Resume, which includes but is not limited to, ISA CEU Report). (30 points) • Three (3) quality references are provided and no negative performance information is provided (30 points) • Responsibilities, goals and objectives from QA's prior projects are detailed and effectively demonstrate QA's previous experience and qualifications. (10 points) • Demonstrates skill sets and use of equipment and tools in tree care operations similar to that required by RFP Section 3.4, Arborist. (10 points) • Demonstrates direct and supervisory skills and experience with safety during tree care operations similar to that required by RFP Section 3.4, Arborist. (10 points) • Demonstrates experience, knowledge and skills assessing tree hazards and risk. (10 points) • Demonstrates understanding and adherence to regulations and standards. (10 points) 	110
CATEGORY 2: Appendix G	
<p>Price (Appendix G)</p> <p>For evaluation purposes, the following will be used to calculate total evaluated price: Maximum Price per Pruning Cycle (Sum of Line Subtotal, Item Nos. 1 through 9) + the sum of all pricing submitted for Emergency and Additional Services.</p> <p>A total of 120 points will be awarded to the lowest of the submitted price proposals as identified on Appendix G. Proposals with higher prices will receive a fraction of 120 points; the number of points assigned to higher priced proposals will be determined by the following formula: lowest proposal price multiplied by the maximum point available for price, divided by the higher proposal price. The fractional value of points to be assigned will be rounded to one decimal place.</p> <p>Example: Lowest price proposal was \$100,000 and receives 120 points. The next lowest price proposal was \$120,000 and received 100 points [(Lowest Proposal Price) * (120)] / {Higher Proposal Price}.</p>	120

5.3 Preliminary Evaluation

A preliminary evaluation shall determine whether each proposal is considered responsive, thus justifying further evaluation. In its preliminary evaluation, the STATE will examine the completeness of each proposal, and its compliance with the instructions, terms and conditions in this RFP. Subsequent review

and evaluation will be based on the criteria stated in the following sections. Any proposals that are incomplete or that do not comply with the instructions or terms and conditions may be rejected by the STATE and excluded from further consideration.

Responsive proposals must meet all submittal requirements and the minimum eligibility requirements described in the RFP.

5.4 Priority-List of Offerors

Before conducting discussions, a priority list shall be generated by the Evaluation Committee. In order to generate a priority list, proposals shall be initially classified as acceptable, potentially acceptable or unacceptable.

All responsive Offerors who submit acceptable proposals or potentially acceptable proposals are eligible for the prioritized listing.

If numerous acceptable and potentially acceptable proposals are submitted, the Evaluation Committee may limit the priority list to at least three (3) responsible Offerors who submitted the highest-ranked proposals.

5.5 Discussions with Priority-Listed Offerors

Discussions may be conducted with Priority-Listed Offerors if deemed advantageous by the STATE. Discussions will be limited to only "priority-listed" offerors and are held 1) to promote understanding of the STATE requirements and the priority-listed offeror's proposals and 2) to facilitate arriving at a contract that will provide the best value to the STATE, taking into consideration the evaluation factors set forth in the RFP. Discussions may include Offeror presentation of its Proposal, interviews with Offeror's key personnel, demonstrations, site visits, or teleconferences. Any discussions shall be conducted in an organized and consistent manner established by the STATE, and in accordance with the following:

- 5.5.1 Priority-listed offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.
- 5.5.2 Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed Offeror.
- 5.5.3 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change. Addenda to the RFP shall be distributed only to the priority-listed offerors.
- 5.5.4 Priority-listed offerors may be permitted to amend proposals already submitted, limited to the discussions conducted.
- 5.5.5 If in the opinion of the Evaluation Committee a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled and a new RFP will be issued.
- 5.5.6 The contents of any proposal shall not be disclosed so as to be available to competing offerors during the discussion process.

5.6 Best and Final Offers (at STATE's Option)

Following discussions between the Evaluation Committee and the Priority-listed Offerors, each Priority-listed Offeror may be asked to provide their best and final offer. In that event, the procedure as listed below shall apply.

- 5.6.1 The Evaluation Committee will establish a date and time for submission of best and final offers.
- 5.6.2 Offerors may be afforded the opportunity to revise their proposals, including price, during the best and final offer phase.
- 5.6.3 If an Offeror does not submit a notice of withdrawal or a best and final offer, the Offeror's immediate previous proposal will be construed as their best and final offer.
- 5.6.4 After best and final proposals are received, final evaluations will be conducted for an award.
- 5.6.5 Best and final offers shall be submitted only once, unless the Head of the Purchasing Agency determines that it is in the STATE's best interest to conduct additional discussions or change the STATE's requirements by addendum distributed only to priority-listed offerors and require another submission of best and final offers. Otherwise, no discussion of or change in the best and final offers shall be allowed prior to award.

APPENDICES

- Appendix A: Proposal Identification and Information Form
- Appendix B: Wage Certificate
- Appendix C: Executive Summary
- Appendix D: Offeror Information, Background, and Qualifications *
- Appendix E: Comparable Palm Maintenance Experience *
- Appendix F: Key Personnel – Qualified Arborist *
- Appendix G: Price Proposal
- Appendix H: Sample Quote Form
- Appendix I: Sample Delivery Order (DO) Form
- Appendix J: Schedule A, Palm Inventory / Inspection Form
- Appendix K: Contract Minimum and Special Conditions
- Appendix L: State's General Conditions

* If Offeror's proposal includes the use of subcontractors, Offeror shall include in their proposal the following appendices:

- Appendix D, Offeror Information, Background, and Qualifications;
- Appendix E, Comparable Palm Maintenance Experience; and
- Appendix F, Key Personnel – Qualified Arborist for each Subcontractor specified in Offeror's proposal.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS RFP D23-082

Appendix A
PROPOSAL IDENTIFICATION AND INFORMATION FORM

The undersigned certifies that the information provided above is to the best of his/her knowledge true and correct, has carefully read and understands the terms and conditions specified herein and hereby submits the following proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof, and further that the Offeror shall comply with all terms, conditions, and requirements of the RFP. 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, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Type of Business Entity:

- Sole Proprietor Partnership Corporation Joint Venture
 Limited Liability Company Other: _____

If other than a Sole Proprietorship, the undersigned represents; **(Check ✓ one only)**

<input type="checkbox"/>	A Hawaii business incorporated or organized under the laws of the State of Hawaii; OR
<input type="checkbox"/>	A Compliant Non-Hawaii business <u>not</u> incorporated or organized under the laws of the State of Hawaii, and, if applicable, registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of Incorporation _____
 Date of Incorporation/Organization _____
 All State(s) where Offer is authorized to transact business _____
 Names of all Offeror's parent affiliate and subsidiary organizations: _____

Exact Legal Name of Offeror, including "dba" or "division" of a corporation (furnish the exact legal name of the entity under which an awarded contract, if any, will be executed): _____
 Principal Place of Business (may not be a P.O. Box): _____
 Mailing Address (only if different): _____
 Name and Title of Offerors Primary Contact Person: _____
 Telephone and Fax Number _____
 Email Address _____
 Federal Tax Identification Number _____
 State of Hawaii General Excise Tax Number _____

 Authorized (Original in Ink) Signature Name (Printed)

 Title Date

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS RFP D23-082

Appendix B
WAGE CERTIFICATE

Subject: Project Number: RFP D23-082

Description of Project: Provide Palm Maintenance Services to Various Hawaii State Department of Education Schools and Offices on Oahu in the Honolulu and Windward Districts

Pursuant to 103-55, HRS, I hereby certify that, if awarded a contract in excess of \$25,000.00, the services to be performed will be performed in accordance with the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

Services Performed by Laborers and Mechanics:

The Contractor or the Contractor's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the Contractor at the time each laborer and mechanic is employed; provided that the Contractor does not have to provide the Contractor's employees the wage rate schedules where there is a collective bargaining agreement.

2. 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.

CONTRACTOR shall be obliged to notify its employees performing work under this contract of the provisions of 103-55, HRS, and the current wage rate for public employees performing similar work. The CONTRACTOR may meet this obligation by posting a notice to this effect in the CONTRACTOR's place of business accessible to all employees, or the CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee.

I understand that, in addition to the base wages required by 103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

Offeror: _____

Signature: _____

Title: _____

Date: _____

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Offeror shall acknowledge each criteria below by check marking or initialing next to each of the criteria below and add supporting information, as applicable. Attach additional pages as needed.

Terms and Conditions - Offeror understands and shall comply with all terms and conditions of the RFP (including the General Conditions).

Subcontracting (Checkmark/Initial One) –

- All the products and services shall be provided solely by the Offeror.
- Offeror's Proposal includes the use of a subcontractor(s) for the delivery of the products and services specified in the Scope of Work. If Offeror's proposal includes the use of subcontractors, the following Appendices shall be completed for each Subcontractor specified:

- Appendix D, Offeror Information, Background, and Qualifications;
- Appendix E, Comparable Palm Maintenance Experience; and
- Appendix F, Key Personnel – Qualified Arborist.

In addition, a description of the work/services to be performed by each subcontractor, and the percentage of required services that will be performed by each subcontractor, shall be included.

Taxable Transaction - Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they may be liable for payment of the Hawaii General Excise Tax (GET). If Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation. Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption: _____

Pending Litigation - The Offeror shall disclose all pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain how litigation may materially impact the Offeror or the Offeror's ability to fully perform and complete the contract.

- No Pending Litigation
- Pending Litigation is disclosed as follows: _____
- _____
- _____

Other Notable Items - The Offeror shall disclose any other items of note that may have material impact the Offeror or the Offeror's ability to fully perform and complete the contract.

- No Other Notable Items
- Notable Items are disclosed as follows: _____
- _____
- _____

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix D
OFFEROR INFORMATION, BACKGROUND, AND QUALIFICATIONS

Offeror shall include the information below in their proposal. Attach additional pages as needed. This section outlines qualifications that the Offeror shall meet in order to perform the work scope effectively and efficiently. Offeror shall, as part of their proposal, provide all information necessary for the STATE to comprehensively evaluate, understand and verify sufficiency of the Offeror's experience, knowledge, operations, and personnel conditions for the performance of the scope of work.

A. Number of years providing palm maintenance services similar to that which is specified in this RFP: _____

B. Hawaii Type C-27 or C-27-B License No.: _____
(Attach photocopy of license.)

C. Permanent Service Facility Location(s) on Oahu
Facility Address(es): _____

Facility Telephone Number(s): _____

D. Percentage of Price representing total labor cost:
(Refer to RFP Appendix K, Section 1.7, Price Adjustments, for more information) _____ %

E. Personnel

1. Point-of-Contact

Name: _____

Position Title: _____

Address: _____

Telephone No.: _____

Cell Phone No.: _____

Fax No.: _____

E-mail Address: _____

2. Name of Qualified Arborist(s): _____
(see also Appendix F, Key Personnel - Qualified Arborist)

3. List of employees who will be servicing this contract (attach additional pages as needed):

Name	Position / Work Classification (add additional description as needed)

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

F. General information.

Provide a brief description of the company and the services provided by your company, to include, but not be limited to, the number of years in the business.

G. List of vehicles and equipment available.

Attach a list of vehicles and equipment (man lifts, backhoes, stump grinders, chippers, trailers and flatbed trucks) available for use under this agreement, if awarded. The list must include vehicle/equipment license numbers, and size/rating information. If a license number is not available, Offeror must provide an alternative means of identification (e.g., numbering or lettering system) to designate the different equipment; e.g., wood chipper A, wood chipper B, etc. Proof of spikeless climbing equipment (e.g. a photo of personnel with the equipment, purchase receipt, or similar) must be supplied.

H. Description of the Offeror's safety program, its objectives, and activities used to carry out said program, and its results. Attach a letter on your insurance carrier's letterhead stating your firm's Experience Modification Ratio (EMR) for the three most recent calendar years available. If your firm's EMR is above a 1.0 for any calendar year, provide an explanation.

I. Description of Quality Control practices.

Describe your company's pruning objectives, measures and practices that result in good quality work, and results of such that includes, but is not limited to, healthier trees, proper pruning techniques, reduced decay and reduced branch breakage.

J. Climate change mitigation practices.

Describe your company's business practices that increase renewable energy use and achieve carbon neutrality. Examples include description of types, quantities and ratings of renewable or energy-efficient equipment and/or supplies. Include vehicles, and field and office equipment that reduce greenhouse gas emissions. Be specific.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix E
COMPARABLE PALM MAINTENANCE EXPERIENCE #1

See attached.

Appendix E
COMPARABLE PALM MAINTENANCE EXPERIENCE (#1)

Offeror shall provide three (3) comparable palm maintenance experiences, in the State of Hawaii other than the Hawaii State Department of Education, for whom Offeror has or is performing palm care services, emphasizing palm risk assessment, pruning, maintenance, and removal activities. Services provided shall be similar in nature to the services specified in this solicitation. Projects provided shall have a final acceptance date after January 1, 2013. The STATE reserves the right to contact references to verify Offerors quality level and reliability. The feedback provided from references will be used in evaluation.

Offeror shall complete one (1) Appendix E, Comparable Palm Maintenance Experience, for each project.

1. Contractor Name _____

2. Client Name _____

3. Project Name _____

4. Achieved or Anticipated Final Acceptance after January 1, 2013

5. Project Number: _____ 6. Project Value: _____

7. Estimated % of Self Performance _____ 8. Estimated % Subcontract Work _____ 9. # of Subcontractors Used _____

10. Project Location Oahu Hawaii Maui Kauai Lanai Other: _____

11. Project Scope (Check ALL boxes that apply)

Tree Pruning Palm Pruning Coconut palm pruning Tree or palm removal Brush clearing

Other - please describe: _____

12. ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work (Optional)

13. Client Reference: (It is your responsibility to assure that the contact information listed is correct.)

Contact Name: _____ Title: _____

Telephone: _____ Email Address: _____

14. List the safe work practices used during this project.

15. Who was responsible for quality control, and how was work quality ensured?

16. Describe tree risk assessment practices and procedures performed for this project.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix E
COMPARABLE PALM MAINTENANCE EXPERIENCE #2

See attached.

Appendix E
COMPARABLE PALM MAINTENANCE EXPERIENCE (#2)

Offeror shall provide three (3) comparable palm maintenance experiences, in the State of Hawaii other than the Hawaii State Department of Education, for whom Offeror has or is performing palm care services, emphasizing palm risk assessment, pruning, maintenance, and removal activities. Services provided shall be similar in nature to the services specified in this solicitation. Projects provided shall have a final acceptance date after January 1, 2013. The STATE reserves the right to contact references to verify Offerors quality level and reliability. The feedback provided from references will be used in evaluation.

Offeror shall complete one (1) Appendix E, Comparable Palm Maintenance Experience, for each project.

1. Contractor Name _____

2. Client Name _____

3. Project Name _____

4. Achieved or Anticipated Final Acceptance after January 1, 2013

5. Project Number: _____ 6. Project Value: _____

7. Estimated % of Self Performance _____ 8. Estimated % Subcontract Work _____ 9. # of Subcontractors Used _____

10. Project Location Oahu Hawaii Maui Kauai Lanai Other: _____

11. Project Scope (Check ALL boxes that apply)

Tree Pruning Palm Pruning Coconut palm pruning Tree or palm removal Brush clearing

Other - please describe: _____

12. ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work (Optional)

13. Client Reference: (It is your responsibility to assure that the contact information listed is correct.)

Contact Name: _____ Title: _____

Telephone: _____ Email Address: _____

14. List the safe work practices used during this project.

15. Who was responsible for quality control, and how was work quality ensured?

16. Describe tree risk assessment practices and procedures performed for this project.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix E
COMPARABLE PALM MAINTENANCE EXPERIENCE #3

See attached.

Appendix E
COMPARABLE PALM MAINTENANCE EXPERIENCE (#3)

Offeror shall provide three (3) comparable palm maintenance experiences, in the State of Hawaii other than the Hawaii State Department of Education, for whom Offeror has or is performing palm care services, emphasizing palm risk assessment, pruning, maintenance, and removal activities. Services provided shall be similar in nature to the services specified in this solicitation. Projects provided shall have a final acceptance date after January 1, 2013. The STATE reserves the right to contact references to verify Offerors quality level and reliability. The feedback provided from references will be used in evaluation.

Offeror shall complete one (1) Appendix E, Comparable Palm Maintenance Experience, for each project.

1. Contractor Name _____

2. Client Name _____

3. Project Name _____

4. Achieved or Anticipated Final Acceptance after January 1, 2013

5. Project Number: _____ 6. Project Value: _____

7. Estimated % of Self Performance _____ 8. Estimated % Subcontract Work _____ 9. # of Subcontractors Used _____

10. Project Location Oahu Hawaii Maui Kauai Lanai Other: _____

11. Project Scope (Check ALL boxes that apply)

Tree Pruning Palm Pruning Coconut palm pruning Tree or palm removal Brush clearing

Other - please describe: _____

12. ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work (Optional)

13. Client Reference: (It is your responsibility to assure that the contact information listed is correct.)

Contact Name: _____ Title: _____

Telephone: _____ Email Address: _____

14. List the safe work practices used during this project.

15. Who was responsible for quality control, and how was work quality ensured?

16. Describe tree risk assessment practices and procedures performed for this project.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix F
KEY PERSONNEL - QUALIFIED ARBORIST

See attached.

Appendix F
KEY PERSONNEL - QUALIFIED ARBORIST
To be completed by the Qualified Arborist

1. Contractor Name:		
2. ISA Certified Arborist Name	3. ISA Certified Arborist #	4. Expiration Date
5. # Years with the Firm. If less than five years, list previous employers up to five years.		
6. Attach: a) Photocopy of current ISA certificate demonstrating a minimum of five years' Certified Arborist qualification. b) Photocopy of current First Aid and CPR certification, and most recent electrical hazards awareness proof of training c) Resume of the Certified Arborist (required) - Resume shall include Arborist's ISA CEU Report for the most recent three years, which includes dates, course titles, and number of CEUs per event.		
7. Arborist Mobile Phone No.	8. Arborist Email Address	
Client References (other than State of Hawaii DOE). Offeror is responsible for assuring that the information is current and correct. All information is subject to verification; the STATE reserves the right to contact all references.		
9. Reference# 1 - Name of Customer / Job Owner	Inspector/Contact Person	Phone #s
Project Start & End Date, # of trees, work done	# of people supervised	
10. Reference# 2 - Name of Customer / Job Owner	Inspector/Contact Person	Phone #s
Project Start & End Date, # of trees, work done	# of people supervised	
11. Reference# 3 - Name of Customer / Job Owner	Inspector/Contact Person	Phone #s
Project Start & End Date, # of trees, work done	# of people supervised	
Experience and Qualifications - Use additional sheets as needed		
1. What were your responsibilities, goals and objectives in the above listed projects?		
2. What skill sets, equipment and tools did you use routinely in the above projects? What other important skills, equipment and tools do you use routinely?		

ISA Certified Arborist Name: _____

APPENDIX F - QUALIFIED ARBORIST, PAGE 2 OF 2

3. Describe your direct and supervisory skills/experience with safety during tree care operations. Provide specific details about your experience in different areas of safety, and the best practices applied. This can include, but is not limited to, safe work practices for different aspects of tree care, training, reporting, and emergency procedures.

4. Describe in detail your experience, knowledge and skills assessing tree hazards and risk, including the types of tools/equipment used, risk assessment methods applied, the types of conditions observed, and how these conditions were addressed (how did you report them, and follow-up steps you carried out).

5. What regulations and professional standards apply to your work as the Qualified Arborist, and what activities do you perform to comply with these requirements?

I hereby certify that all statements made on or in connection with this Appendix F including those regarding my education and employment record are true and correct to the best of my knowledge.

Signature of Qualified Arborist

Date

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix G
PRICE PROPOSAL

OAHU – HONOLULU AND WINDWARD DISTRICTS

Offerors are required to complete the below Price Proposal. If awarded, prices proposed will be the maximum allowed during the agreement period, subject to any price adjustments allowed herein. During the agreement term, the Hawaii State Department of Education will complete the quotations process and vendors are encouraged to apply any available discounts to their prices to submit a competitive quote for the work specified. Refer to RFP Section 3.2, State's Use of the Vendor List.

Regular pruning and maintenance typically is three cycles per year. Extra palms and palm removal and stump grinding is on an as-needed basis. There is no guarantee of work.

REGULAR PRUNING AND MAINTENANCE			Maximum Prices per Pruning Cycle	
Item No.	Palm Category*	Quantity (estimated) **	Unit Price per Palm	Line Subtotal
1	Coconut	501	\$	\$
2	Royal	83	\$	\$
3	Date	8	\$	\$
4	Queen	8	\$	\$
5	Manila	204	\$	\$
6	Alexander	130	\$	\$
7	Fishtail	5	\$	\$
8	Loulu	373	\$	\$
9	Washingtonia	8	\$	\$
	Total Palms:	1320		
Maximum Price per Pruning Cycle (Sum of Line Subtotal Item Nos. 1 through 9):				\$

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Size Class	Maximum Price, Stump and Root Removal Only **	Maximum Unit Prices – Palm & Stump Removal *** By Height Class (brown trunk height, in feet)			
		0-20	21-40	41-60	61+
Small Alexander, Manila, etc.					
Medium Loulou, coconut, queen, etc.					
Large Royal, Canary Island date, etc.					

* Each palm category may include other similar types of palms in addition to the one specifically named.

** Estimated quantities are for proposal evaluation purposes only (refer to RFP Section 5.2, Evaluation Criteria). The estimated quantities specified is not a guarantee of work. Actual work will be based on the Quotations process (refer to RFP Section 3.2.1, Quotations Process) and Delivery of Services process (refer to RFP Section 3.2.2, Delivery of Services).

*** The Unit Price per Palm shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor (including emergency and urgent work), equipment, permits and passes, incidental fees, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the agreement. The Unit Price per Palm shall be what the firm determines is a reasonable price to charge per palm for the entire agreement period, including extensions, if any. If no Unit Price per Palm is provided above, Offeror will be required to offer those services at zero cost during the Quotations process.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix H
SAMPLE QUOTE FORMS

See attached.

QUOTE FORM – Routine Palm Maintenance

HAWAII STATE DEPARTMENT OF EDUCATION

VENDOR LIST No. TBD – PALM MAINTENANCE ON OAHU – HONOLULU & WINDWARD DISTRICTS

Project Title: _____
(Work priority (normal / urgent / emergency); School / Site name, Tree ID #s and type(s), work to be done (prune, remove, etc.)

Point of Contact: First & Last Name, Email Address, Phone Number

Time for Completion: Start Date no later than MMDDYYYY, 60 calendar days to complete

The following are attached:

Inspection Forms Palm Maps Work Specifications Other: _____

All work shall be performed in accordance with RFP D23-082. Vendor is advised to review all information provided herein and conduct site inspections, if needed, to confirm tree and work conditions. Contact each site individually to schedule an inspection. Pricing shall be all inclusive, and shall include, but is not limited to, time to prepare this quote including inspections if any, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes.

Quotes shall be submitted to the following email: _____

Quotes Form due by (Day of week, MM/DD/YY, and time): _____

Contractor Name: _____

Email: _____ Telephone No: _____

Routine Maintenance

Item No.	Palm Category	Quantity *	Unit Price per Palm	Line Subtotal
1	Alexander	\$	\$	\$
2	Manila	\$	\$	\$
3	Fishtail	\$	\$	\$
4	Loulu & other Fan Palms	\$	\$	\$
5	Queen	\$	\$	\$
6	Washington	\$	\$	\$
7	Coconut	\$	\$	\$
8	Royal, Date (Canary Island)	\$	\$	\$
	Total Palms:	\$		
Discount – Apply all discounts.				\$()
TOTAL SUM PRICE				\$

ADDITIONAL SPECIFICATIONS (To be completed by Requestor)

Describe all additional information applicable to this Quote:

CONTINUED ON PAGE 2

-Routine Palm Maintenance [Project Title]

- Some maps show out of date inventory information. Correct tree quantities and types are shown on the Inventory and Inspection Forms. If discrepancies are found, please provide corrections to FMB Arborist: angela.liu-kelly@k12.hi.us
- Military IDs and updated vehicle inspections and registration may be required for this scope.
- Contractor is advised to contact schools quickly upon receipt of a Delivery Order(s) in order to schedule work.

CONTRACTOR COMMENTS

Describe all additional information applicable to this Quote below.

CAPACITY TO COMPLETE WORK

List all other concurrent work taking place during the same time period, attach extra sheets as needed. A Qualified Arborist must be on the job site at all times (i.e., each contract during the same time period requires a separate Qualified Arborist). Attach and submit New Qualified Arborist application for approval as needed.

Concurrent Job #1: _____ **Quantity Trees:** _____

Qualified Arborist Name: _____

Crew Members Full Names: _____

Concurrent Job #2: _____ **Quantity Trees:** _____

Qualified Arborist Name: _____

Crew Members Full Names: _____

QUALIFIED ARBORIST

Qualified Arborist: _____ Arborist Mobile No: _____

A Qualified Arborist must be on site and directly supervising work at all times. Qualified Arborist shall be approved in advance by the Contract Administrator and/or Contract POC. Qualified Arborist(s) not yet approved to provide services under the referenced Vendor List shall submit a completed RFP "Appendix F, Key Personnel - Qualified Arborist" form and the required attachments for approval.

Crew Members: _____

Contractor Representative: _____ Date: _____
Print Name Signature

QUOTE FORM – Palm Tree and/or Stump Removal

HAWAII STATE DEPARTMENT OF EDUCATION

RFP D23-082 VENDOR LIST No. EXX-XX – OAHU PALMS – HONOLULU & WINDWARD DISTRICTS

Project Title: _____
(Work priority (normal / urgent / emergency); Tree ID #s and type(s), work to be done (prune, remove, etc.)

Site Name: _____ Telephone: _____

Point of Contact (Requestor): _____ Email: _____

Time for Completion: _____
Start date, and due date or calendar days allowed for completion

The following are attached:

Inspection Forms Palm Maps Work Specifications Other: _____

All work shall be performed in accordance with RFP D23-082. Vendor is advised to review all information provided herein and conduct a site inspection, if needed, to confirm tree and work conditions. Contact each site individually to schedule a site inspection. Pricing shall be all inclusive, and shall include, but is not limited to, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes.

Quotes shall be submitted to the following email: _____

Quotes are due by (Day of week, MM/DD/YY, and time): _____

Contractor Name: _____

Email: _____ Telephone No: _____

Palm tree and/or Stump Removal

Tree ID #:	Palm Type and Size Class	Est. Height BTF*	Type of Work to be Done: 1. Prune palm not on maint. schedule 2. Palm and stump removal 3. Palm removal, no stump removal 4. Stump removal only 5. Other – please describe in detail	Attached Photo #	Unit Price	Line Subtotal
Example: #M6A	Manila – small	20 feet	2. Palm and stump removal		\$	\$
					\$	\$
					\$	\$
Discount – Apply all discounts:						\$()
TOTAL SUM PRICE						\$

* BTF = Brown-trunk feet, excluding the crown shaft and leaves. Or, estimate by number of stories tall.

ADDITIONAL SPECIFICATIONS (To be completed by Requestor)

Describe all additional information applicable to this Quote: _____

CONTINUED ON PAGE 2

CONTRACTOR COMMENTS

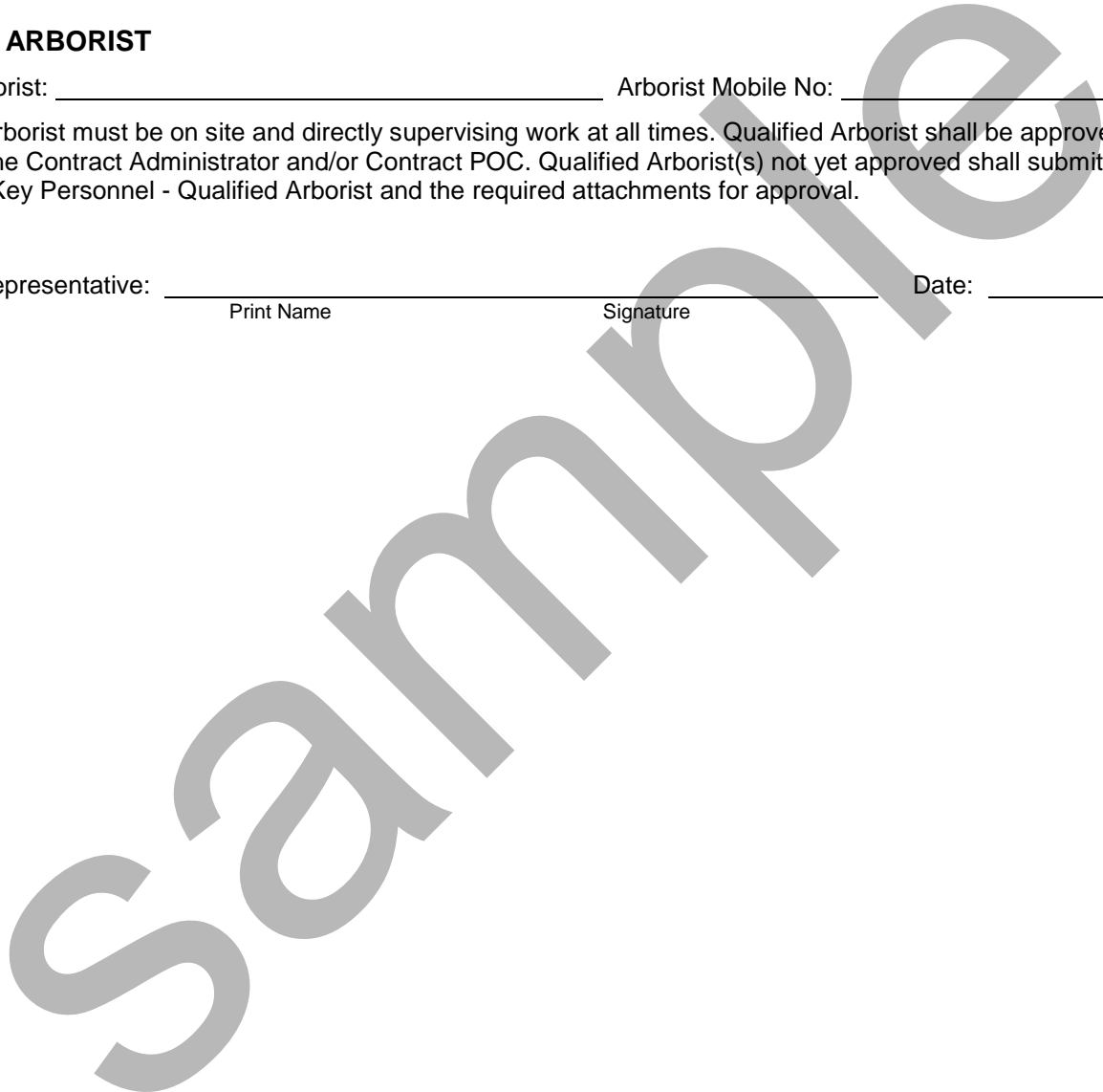
Describe all additional information applicable to this Quote: _____

QUALIFIED ARBORIST

Qualified Arborist: _____ Arborist Mobile No: _____

A Qualified Arborist must be on site and directly supervising work at all times. Qualified Arborist shall be approved in advance by the Contract Administrator and/or Contract POC. Qualified Arborist(s) not yet approved shall submit RFP Appendix F, Key Personnel - Qualified Arborist and the required attachments for approval.

Contractor Representative: _____ Date: _____
Print Name Signature



PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix I
SAMPLE DELIVERY ORDER (DO) FORM

See attached.

**HAWAII STATE DEPARTMENT OF EDUCATION
 DELIVERY ORDER POXXXXXXXXX
 RFP D23-082, VENDOR LIST No. TBD
 PALM MAINTENANCE ON OAHU,
 OAHU, HONOLULU AND WINDWARD DISTRICTS
 (Routine Palm Maintenance)**

Order Date:
 MM/DD/YYYY

Point of Contact:
[First & Last Name]
[Email address, Phone #]

AWARDED VENDOR

[Contractor Name]
 [Contractor Address]

DO Total

[DO Price Total] – See attached Purchase Order

Vendor Instructions

1. Display Delivery Order# on all invoices.
2. Submit invoice to the "Bill To:" address below.
3. Unless otherwise specified, prices include all applicable taxes.

AWARD SUMMARY

CYCLE 1 of 3, MM/YYYY – Perform maintenance pruning of XXX palms on various Oahu sites, XYZ DISTRICT, per the RFP No. RFP D23-082. See the attached Schedule B.

Time for Completion: Begin MMDDYYYY – Sixty (60) calendar days to complete (by Month XX, 202X)

Qualified Arborist Performing This Scope: _____

Additional Comments:

All work shall be performed in accordance with RFP D23-082. Pricing shall be all inclusive, and shall include, but is not limited to, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes.

INVOICING

The CONTRACTOR shall submit an invoice for total payment upon completion of each Delivery Order (DO). Each DO shall have a separate invoice. The invoice shall include: the RFP number and title, Vendor List number, Delivery Order or Purchase Order number, school district or site name(s), service period, an itemized listing of work done, line item totals, and total amount invoiced. The original invoice submittal(s) shall be accompanied by the Schedule A, Inspection Form with all school signatures. The CONTRACTOR shall submit an **original** of the invoice to:

Department of Education
 Auxiliary Services Branch
 Queen Liliuokalani Facilities Center
 3633 Waialae Ave., Honolulu, HI 96816
 Attn: Bennette Yung
 Bennette.Yung@k12.hi.us

**HAWAII STATE DEPARTMENT OF EDUCATION
 DELIVERY ORDER POXXXXXX
 RFP D23-082, VENDOR LIST No. EXX-XX
 PALM MAINTENANCE ON OAHU,
 HONOLULU AND WINDWARD DISTRICTS
 (Palm Tree and/or Stump Removal)**

Order Date:
 MM/DD/YY _____

Point of Contact:
 Name: _____
 Email: _____
 Telephone: _____

AWARDED VENDOR

[Contractor Name]
 [Contractor Address]

DO Total

[DO Price Total] – See attached Purchase Order

Vendor Instructions

1. Display RFP and Deliver Order# on all invoices.
2. Submit invoice to "Bill To:" address below.
3. Unless otherwise specified, prices include all applicable taxes.

AWARD SUMMARY

Project Title: _____

Time for Completion: _____

Qualified Arborist Performing This Scope: _____

Additional Comments:

All work shall be performed in accordance with RFP D23-082. Pricing shall be all inclusive, and shall include, but is not limited to, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes.

INVOICING

The CONTRACTOR shall submit an invoice for total payment upon completion of each Delivery Order (DO). Each DO shall have a separate invoice. The invoice shall include: the RFP number and title, Vendor List number, Delivery Order or Purchase Order number, school district or site name(s), service period, an itemized listing of work done, line item totals, and total amount invoiced. If required, the original invoice submittal(s) shall be accompanied by the Schedule A, Inspection Form with all school signatures. The CONTRACTOR shall submit an **original** of the invoice to:

[School Name]
 [Street Address, City, State, Zip]
 Attention: [Contact FullName]
 [Email, Phone if Applicable]

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix J
SCHEDULE A, PALM INVENTORY / INSPECTION FORM

See attached.

Palm Inventory / Inspection Form - Palm Maintenance Services for Oahu

Schedule A. HONOLULU - WINDWARD

Print and complete these Inspection Form pages each pruning cycle. Submit completed forms with Invoice.

Palm Type includes species other than those used as column labels. Actual species includes foxtail, Macarthur, etc.

Start Date (MM/YYYY) 1st Cycle - _____ 2nd Cycle - _____ 3rd Cycle - _____

SCHOOLS & OTHER SITES		Palm Category & Quantity									4/3/2023	
		COCONUT	ROYAL	DATE	QUEEN	MANILA	ALEXANDER	FISHTAIL	LOULU	WASHINGTONIA	NOTE TO CONTRACTOR: The Principal or authorized representative must sign a copy of this form to verify completion of work. This form with the original signatures must be returned with the Contractor's invoice for payment.	
											COMPLETION SIGNATURE	DATE
Group A: Honolulu District												
1	McKinley High 1039 South King Street	124	9			26			37			
2	Kaahumanu Elem. 1141 Kinau Street	1							3			
3	Noelani Elem. 2655 Woodlawn Drive	1	1						6			
4	Manoa Elem. 3155 Manoa Road	2							7			
5	Roosevelt High 1130 Nehoa Street	10	4						1	1		
6	Stevenson Middle 1202 Prospect Street	1							1			
7	Lincoln Elem. 615 Auwaiolimu Street								6			
8	Pauoa Elem. 2391 Pauoa Road	2	2						1			
9	Nuuanu Elem. 3055 Puiwa Lane					10			3			
10	Maemae Elem. 319 Wylie Street						50		4			
11	Kawananakoa Middle 49 Funchal St.		1						3			
12	Royal Elem. 1519 Queen Emma St.	2	11				4	1	2			
13	Central Middle 1302 Queen Emma St.	10	2						6			
14	Kauluwela Elem. 1486 Aala St.								6			
15	Kaiulani Elem. 783 North King Street	2	14			17			5			
16	Likelike Elem. 618 Palama Street					3			1			
17	Lanakila Elem. 717 North School Street			3					6			

SCHOOLS & OTHER SITES		Palm Category & Quantity									COMPLETION SIGNATURE		DATE	
		COCONUT	ROYAL	DATE	QUEEN	MANILA	ALEXANDER	FISHTAIL	LOULU	WASHINGTONIA				
											NOTE TO CONTRACTOR: The Principal or authorized representative must sign a copy of this form to verify completion of work. This form with the original signatures must be returned with the Contractor's invoice for payment.			
18	Farrington High 1564 North King Street	13	2	1			1			9				
19	Kapalama Elem. 1601 North School St.	5					3			1				
20	Kalihi Uka Elem. 2411 Kalihi St.					7				2				
21	Kalihi Elem. 2471 Kula Kolea Dr.	3								1				
22	Kaewai Elem. 1929 Kam IV Rd.									1				
23	Dole Middle 1803 Kam IV Rd.			1										
24	Kalakaua Middle 821 Kalihi Street	17					3							
25	Kalihi Kai Elem. 62 McNeil Street	3												
26	Puuhale Elem. 345 Puuhale Road	4								7				
27	Kalihi Waena Elem. 1240 Gulick Avenue						1			9				
28	Linapuni Elem. 1434 Linapuni St.									5				
29	Fern Elem. 1121 Middle St.									10				
30	Hahaione Elem. 595 Pepeekeo St.					23					1			
31	Kaiser High 551 Lunalilo Home Road	1	5				5			5				
32	Koko Head Elem. 189 Lunalilo Home Road	2												
33	Niu Valley Middle 503 Kamoku Street	4	1			14				4				
34	Aina Haina Elem. 801 Hind Drive	9			3									
35	Kalani High 4680 Kalaniana'ole Hwy	5	1	1						2	1			
36	Wilson Elem. 4945 Kilauea Avenue					2				3				
37	Kahala Elem. 4559 Kilauea Avenue						4			3				

SCHOOLS & OTHER SITES		Palm Category & Quantity									4/3/2023	
		COCONUT	ROYAL	DATE	QUEEN	MANILA	ALEXANDER	FISHTAIL	LOULU	WASHINGTONIA	NOTE TO CONTRACTOR: The Principal or authorized representative must sign a copy of this form to verify completion of work. This form with the original signatures must be returned with the Contractor's invoice for payment.	
											COMPLETION SIGNATURE	DATE
38	Waialae Elem. 1045 19th Avenue	9	1				2					
39	Liliuokalani Elem. 3633 Waialae Avenue	4							6			
40	Jarrett Middle 1930 Palolo Avenue	1							2			
41	OCISS ANNEX 475 2nd Avenue		1						10			
42	Palolo Elem. 2106 10th Avenue		1						14			
43	Aliiolani Elem. 1240 7th Avenue	1								2		
44	Kaimuki Middle 631 18th Avenue		1		5							
45	Liholiho Elem. 3430 Maunaloa Avenue	4				1			2			
46	State Center for Students with Hearing Impairments 3430 Leahi Avenue	16	2						5			
47	Jefferson Elem. 324 Kapahulu Avenue	47										
48	Kaimuki High 2705 Kaimuki Avenue	44										
49	Ala Wai Elem. 503 Kamoku Street	1		2								
50	Kuhio Elem. 2759 South King Street					3			1			
51	Lunalilo Elem. 810 Pumehana Street								7			
52	Washington Middle 1633 South King Street	5	1				5		2	1		
Honolulu - Category Subtotal		353	60	8	8	106	78	1	209	6		
Honolulu District Total Palms		829										

Group A: Windward District												
54	Pope Elem. 41-133 Huli St.	1							1			
55	Waimanalo Elem & Inter. 41-1330 Kalaniana'ole Hwy	2					2	1	12	1		
56	Olomana Elem. 42-522 Kalaniana'ole Hwy								2			

SCHOOLS & OTHER SITES		Palm Category & Quantity								COMPLETION SIGNATURE		DATE	
		COCONUT	ROYAL	DATE	QUEEN	MANILA	ALEXANDER	FISHTAIL	LOULU				
										NOTE TO CONTRACTOR: The Principal or authorized representative must sign a copy of this form to verify completion of work. This form with the original signatures must be returned with the Contractor's invoice for payment.			
57	Maunawili Elem 1465 Ulupii Street					33	17			6			
58	Keolu Elem 1416 Keolu Drive					13				3			
59	Kaelepulu Elem. 530 Keolu Dr.					13				2			
60	Kaohao ES (Lanikai Elem.) 140 Alala Rd.	1				19				1			
61	Enchanted Lakes Elem. 770 Keolu Drive						4	1		7			
62	Kailua Elem. 315 Kuulei Rd.	4											
63	Kailua Inter. 15 S. Kainalu Street	30											
64	Kailua High 451 Ulumanu Dr.	3	6							2			
65	Kalaheo High 730 Ilianina St.		1							7			
66	Kainalu Elem. 165 Kaiholu Street	21					10			9			
67	Aikahi Elem. 281 Iliha Street	2								1	1		
68	Castle High 45-386 Kaneohe Bay Dr.	22	8							5			
69	Kaneohe Elem. 45-495 Kamehameha Hwy	1								1			
70	Puohala Elem. 45-233 Kulauli Street	1					1			2			
71	Kapunahala Elem. 45-828 Anoi Rd.									1			
72	Parker Elem. 45-259 Waikalua Rd.	7				10				7			
73	King Inter. 46-155 Kam Hwy.	21	6				7	1		28			
74	Heeia Elem. 46-202 Haiku Rd.	1					1			8			
75	Ahuimanu Elem. 47-470 Hui Aeko Pl.		1				3	1		13			
76	Kahaluu Elem. 47-280 Waihee Rd.	2								5			

SCHOOLS & OTHER SITES		Palm Category & Quantity									4/3/2023	
		COCONUT	ROYAL	DATE	QUEEN	MANILA	ALEXANDER	FISHTAIL	LOULU	WASHINGTONIA	NOTE TO CONTRACTOR: The Principal or authorized representative must sign a copy of this form to verify completion of work. This form with the original signatures must be returned with the Contractor's invoice for payment.	
77	Waiahole Elem. 48-215 Waiahole Villy Rd.	3					7			11		
78	Kaaawa Elem. 51-296 Kamehameha Hwy	7										
79	Hauula Elem. 54-046 Kamehameha Hwy	2								2		
80	Laie Elem. 55-109 Kulanui Street	11								5		
81	Kahuku High & Inter. 56-490 Kamehameha Hwy	6	1			10				23		
Windward - Category Subtotal		148	23	0	0	98	52	4	164	2		
Windward District Total Palms		491										
Honolulu - Category Subtotal		353	60	8	8	106	78	1	209	6		
Honolulu District Total Palms		829										

Group A Category Subtotal	501	83	8	8	204	130	5	373	8
Group A Grand Total	1320								

1320

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix K
CONTRACT MINIMUM AND SPECIAL CONDITIONS

1.1 Contract Administrator

For purposes of this contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

Contract Administrator: Lonomaikalani Beamer (Interim)
Telephone Number: (808) 784-6836
E-mail Address: lonomaikalani.beamer@k12.hi.us

The CA is responsible for:

- the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- notifying Procurement and Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.").

1.2 Point of Contact

The CA has designated the following person as Point-of-Contact (POC) for this contract. As such, the POC should be the initial contact on all matters related to this contract. The POC can be contacted as follows:

POC: Angela Liu-Kelly
Telephone: (808) 285-7115
E-mail: angela.liu-kelly@k12.hi.us

1.3 Verification of Employees

In accordance with State rules and regulations, CONTRACTOR shall conduct mandatory criminal background checks at no cost to the STATE, on any employee or sub-contractor working directly with students.

CONTRACTOR shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:

- 1.3.1 Any employee, agent or volunteer's license required to perform services under this agreement is or has been suspended, conditioned, revoked, expired, or terminated;
- 1.3.2 Any employee, agent or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board;
- 1.3.3 Any employee, agent or volunteer is or has been convicted of a fraud or felony;

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

- 1.3.4 Any claim, judgment or settlement in which the CONTRACTOR or any of its employees, agents or volunteers is or has been named a defendant;

CONTRACTOR shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

1.4 Exclusion of Specific Workers

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this agreement. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

1.5 Wage Certificate

Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. CONTRACTOR is advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, employees shall be paid wages no less than those increased wages.

CONTRACTOR is obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. CONTRACTOR may meet this obligation by posting a notice to this effect in the CONTRACTOR's place of business in an area accessible to all employees, or CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee.

Effective October 1, 2022, the basic hourly wages paid to the state positions are as follows:

<u>Class</u>	<u>Hourly Rate</u>
Tree Trimmer-Truck Driver (BC05)	\$24.57
Tree Trimmer (BC07)	\$26.57

For more information on the Class Specifications and Minimum Qualifications of the above-referenced Class titles, please visit the State of Hawaii Department of Human Resources Development at the following website: <http://dhrd.hawaii.gov/>.

The STATE reserves the right to inspect the CONTRACTOR's wage records to ensure compliance with Section 103-55, HRS.

1.5.1 Services Performed by Laborers and Mechanics

1. The CONTRACTOR or the CONTRACTOR's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed by the CONTRACTOR at the time each laborer and mechanic is employed; provided that the CONTRACTOR does not have to provide the CONTRACTOR's employees the wage rate schedules where there is a collective bargaining agreement.
2. The STATE may withhold from the CONTRACTOR so much of the accrued payments as the STATE may consider necessary to pay the laborers and mechanics employed by the CONTRACTOR or any subcontractor on the job site the difference between the required wages and the wages received and not refunded by the laborers and mechanics.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

3. A certified copy of all payrolls shall be submitted weekly to the STATE for review. The CONTRACTOR shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, the wage rates contained therein are not less than the applicable rates, and the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Any certification discrepancy found by the STATE shall be reported to the CONTRACTOR and the Superintendent to effect compliance.

Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the CONTRACTOR and the CONTRACTOR's subcontractors, if any, during the course of the work and preserved for a period of three (3) years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The CONTRACTOR shall make payroll records available for examination within ten (10) days from the date of a written request by the STATE or any authorized representatives thereof.

1.6 Liability Insurance

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
General Liability , Commercial (Occurrence Form)	\$2,000,000 aggregate \$1,000,000 combined single limit per occurrence for bodily injury and property damage
Automobile Liability Combined Single Limit	\$1,000,000 per accident

General liability and automobile liability policies required by this contract, including a subcontractor's policy, shall contain the following clauses:

- 1) "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."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon execution of the contract, the CONTRACTOR agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the STATE to exercise any or all of the remedies provided herein.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

1.7 Price Adjustments

All requests for contract price adjustments shall be in writing and shall be addressed and submitted to the Contract Administrator in accordance with the following conditions:

1.7.1 Adjustment Pursuant to Section 103-55, HRS – Wage Rates

At the time of award, only the current wages of State employees performing similar work were known. Should these wages increase during any period of the agreement, including extensions, if any, the CONTRACTOR may request an increase in price. The increase requested must result in increase in wages to the CONTRACTOR's employees performing the work under this agreement, including any increase in benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The CONTRACTOR's request for increase must meet the following criteria:

1. At the time of a request, CONTRACTOR must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., his employees are being paid no less than the known wages of the STATE positions listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. The CONTRACTOR must have specified the percentage of price that represents labor costs in their proposal (Appendix D, Offeror Information, Background, and Qualifications). This percentage shall not change during the term of the agreement, including extensions, if any. This percentage will be used to calculate the increase in price allowed. If the CONTRACTOR fails to specify the percentage, the CONTRACTOR's request for increase will not be considered.
3. Request for increase must be made writing to the PCB, on a timely basis.
 - a. Request for increase for the initial agreement period must be made as soon as practicable after the State wage agreements are made public. Requests for increase will be effective upon the date specified on the Vendor List change.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

- b. Request for price increase due to the increase in State wages for an extension period of the agreement must be made prior to the start of the extension. CONTRACTOR may obtain current wage information on the State of Hawaii Department of Human Resources Development website: <http://dhrd.hawaii.gov/>.

If the CONTRACTOR meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase:

$$I = (A * X) (B)$$

Where, I = Dollar amount increase in price due to increase in State wages occurring subsequent to bid opening date;

A = Original proposed price;

X = Percentage of proposed price representing labor costs;

B = Percentage increase in wages of public employees performing similar work.

The increase shall be reflected in a Vendor List change issued for any extended period of the initial agreement period.

1.8 Invoicing

The CONTRACTOR shall submit an invoice for total payment upon completion of each Delivery Order (DO). Each DO will include the invoice address, and each DO shall have a separate invoice. The invoice shall include: RFP number and title, Vendor List number, Delivery Order or Purchase Order number, school district or site name(s), service period, an itemized listing of work done, line item totals, and total amount invoiced. If required, the original invoice submittal(s) shall be accompanied by the Schedule A, Palm Inventory / Inspection Form (Appendix J) with all school signatures. Payments shall be made on the basis of the actual tasks completed at the prices submitted on the individual Quote Form, and upon confirmation by the CA, POC, or authorized individual that the CONTRACTOR has satisfactorily performed the services specified for that Delivery Order. Should an invoice include tasks which are not complete or requires corrective work, including if the invoice is not accompanied by the completed Schedule A, Palm Inventory / Inspection Form (Appendix J) (if needed), payment for the Delivery Order will not be made until all work is completed and all school signatures are provided. Incomplete invoices will be returned to the CONTRACTOR without processing.

Invoice payments may be delayed or rejected because of missing or incomplete paperwork.

If a copy is submitted as the original, such invoice may be required to bear an original signature certifying that the invoice is being submitted as the original.

1.9 Payment

Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of an accepted invoice and satisfactory delivery of goods or performance of the services, to make payment. For this reason, the STATE shall reject any Proposal submitted with a condition requiring payment within a shorter period. Further, the STATE shall reject any Proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS. The STATE will not recognize any requirements established by the Offeror and communicated to the STATE after award of the contract, which requires payment within a shorter period or interest payment not in conformance with section 103-10, HRS.

1.10 Final Payment

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

- 1.10.1 A tax clearance certificate, not over two months old and with an original green “certified copy” stamp, must accompany the invoice for final payment. In addition to the tax clearance certificate, the “Certification of Compliance for Final Payment” (DOE Form-22) with an original signature will be required for final payment.
- 1.10.2 In lieu of the above, CONTRACTOR may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

1.11 Availability of Funds

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE’s obligations for payments in the current fiscal year. In that event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the contract in order to acquire similar equipment or services from a third party.

1.12 Subcontracting

Prior to award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. After award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. No subcontract shall under any circumstances relieve the CONTRACTOR of its obligations and liability under its contract with the STATE. All persons engaged in performing the work covered by the contract shall be considered employees of the CONTRACTOR.

1.13 Contract Staffing Requirements

Personnel, whose names are submitted in the Proposal, shall not be removed from the project without prior approval of the CA. Substitute or additional personnel shall not be used for the project until a resume and all required forms is received and approved by the CA. The STATE shall have the right, and the CONTRACTOR shall comply with any request, to remove and replace any personnel from all work on the project effective immediately upon notification by the STATE. Personnel changes that are not approved by the CA may be grounds for termination.

1.14 Inspection and Procedural Changes; Relief Available to State

All work is subject to inspection, evaluation, and approval by the CA. The STATE may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the CA determine that corrections or changes are necessary in order to accomplish the intent or purpose of the contract, the CA may direct the CONTRACTOR to make such changes.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

In addition to all rights and remedies available to the STATE provided in this contract or otherwise provided under law, if the CONTRACTOR is in non-compliance with contract requirements, the STATE may:

- 1.14.1 Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR;
- 1.14.2 Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE; and
- 1.14.3 Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 1.14.4 Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

1.15 Confidentiality Obligations

The following serves to supplement provision 24 of the General Condition, entitled "Confidentiality of Material" and provision 42, entitled "Confidentiality of Personal Information":

- 1.15.1 General Confidentiality Obligations. While performing under this contract, the CONTRACTOR may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The CONTRACTOR, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by the STATE and the CONTRACTOR, and must be provided as an attachment to this contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential in compliance with all relevant state and federal laws.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

CONTRACTOR, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The CONTRACTOR shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. CONTRACTOR shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

CONTRACTOR will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. CONTRACTOR shall be liable to the STATE and to any person whose records the CONTRACTOR receives custody of under this contract for records protection for any unpermitted release, viewing, or loss of such records. CONTRACTOR shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. CONTRACTOR shall return all documents containing Confidential Information upon completion of the services CONTRACTOR is contracted to provide under this contract.

- 1.15.1.1 Prior Written Approval: CONTRACTOR may not i) share Confidential Information or any other data received under this contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.
- 1.15.1.2 In the event of termination of this contract, CONTRACTOR shall return to STATE all student information received under this contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this contract.

1.16 Records Retention

The following serves to supplement provision 31 of the General Condition, entitled "Records Retention":

Should the CONTRACTOR be aware of or be made aware of any dispute, disagreement, or request relating to the files, books, or records prior to their destruction, the CONTRACTOR shall retain the files, books, and records until said dispute, disagreement, or request has been fully resolved, including any potential lawsuits or appeals. Said files, books, and records may thereafter be destroyed upon obtaining the agreement of the STATE.

1.17 Approvals

Any agreement arising out of this RFP 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.

PROVIDE PALM MAINTENANCE SERVICES TO VARIOUS
HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OFFICES
ON OAHU IN THE HONOLULU AND WINDWARD DISTRICTS
RFP D23-082

Appendix L
STATE'S GENERAL CONDITIONS

ATTACHED

GENERAL CONDITIONS

Table of Contents

	<u>Page(s)</u>
1. Coordination of Services by the STATE.....	2
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.....	2
3. Personnel Requirements	3
4. Nondiscrimination	3
5. Conflicts of Interest	3
6. Subcontracts and Assignments	3
7. Indemnification and Defense	4
8. Cost of Litigation.....	4
9. Liquidated Damages	4
10. STATE'S Right of Offset.....	4
11. Disputes	4
12. Suspension of Contract.....	4
13. Termination for Default.....	5
14. Termination for Convenience.....	6
15. Claims Based on the Agency Procurement Officer's Actions or Omissions.....	8
16. Costs and Expenses	8
17. Payment Procedures; Final Payment; Tax Clearance	9
18. Federal Funds	9
19. Modifications of Contract.....	9
20. Change Order.....	10
21. Price Adjustment	11
22. Variation in Quantity for Definite Quantity Contracts	11
23. Changes in Cost-Reimbursement Contract.....	11
24. Confidentiality of Material	12
25. Publicity.....	12
26. Ownership Rights and Copyright	12
27. Liens and Warranties	12
28. Audit of Books and Records of the CONTRACTOR.....	13
29. Cost or Pricing Data	13
30. Audit of Cost or Pricing Data	13
31. Records Retention.....	13
32. Antitrust Claims.....	13
33. Patented Articles.....	13
34. Governing Law	14
35. Compliance with Laws	14
36. Conflict between General Conditions and Procurement Rules	14
37. Entire Contract.....	14
38. Severability.....	14
39. Waiver	14
40. Pollution Control	14
41. Campaign Contributions.....	14
42. Confidentiality of Personal Information.....	14

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 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.