



STADIUM AUTHORITY

STATE OF HAWAII

RELEASE DATE: May 15, 2023

INVITATION FOR BIDS

No. IFB-SA-23-02

SEALED OFFERS

FOR

FURNISHING
TREE TRIMMING AND TREE REMOVAL SERVICES
AT THE ALOHA STADIUM

BIDS MUST BE SUBMITTED ONLINE AT THE STATE OF HAWAII

ELECTRONIC PROCUREMENT SYSTEM (HIEPRO) (<https://hiepro.ehawaii.gov>),

NO LATER THAN 2:00 P.M. (HST) ON MAY 25, 2023

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO EBRU YILMAZ-PEDRO,
TELEPHONE (808) 483-2751 OR EMAIL AT EBRU.YILMAZ-PEDRO@HAWAII.GOV.

A handwritten signature in black ink, appearing to read "Ryan G. Andrews".

Ryan G. Andrews
Procurement Officer
Stadium Authority

IFB-SA-23-02

TREE TRIMMING AND TREE REMOVAL SERVICES
AT THE ALOHA STADIUM
IFB-SA-23-02

Procurement Officer
Stadium Authority
State of Hawaii
P.O. Box 30666
Honolulu, Hawaii 96820

Dear Procurement Officer:

The procurement conducted for the specified goods and/or services is pursuant to Hawaii Revised Statutes (HRS) Chapter 103D and its Hawaii Administrative Rules (HAR). The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions, General Provisions, dated 11/2016, or as amended, and the AG General Conditions, Form AG-008, as amended, and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) Offeror is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____
_____ Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____
** _____
Exact Legal Name of Company (Offeror)

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

Bid Quotation

The following bid is hereby submitted:

<i>Description</i>	<i>Unit Price</i>	<i>No. of Trees*</i>	<i>Total</i>
Full Tree Trimming and Tree Removal Services	\$ _____	310	\$ _____
Partial Tree Trimming and Tree Removal Services	\$ _____	59	\$ _____
SUBTOTAL			\$ _____
HAWAII GET 4.712%			\$ _____
TOTAL BID PRICE (Enter this amount in HlePRO as your bid)			\$ _____

Approximate Trees*

CONTRACT TERM, BACKGROUND, AND SIGNIFICANT DATES SCHEDULE

The SIGNIFICANT DATES set out below present the State's best estimate of the anticipated schedule of solicitation event dates. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted accordingly, by the same number of days or within a reasonable number of days.

Background Information:

The Stadium Authority (Authority) is soliciting for furnishing tree trimming and tree removal services at the Aloha Stadium location 99-500 Salt Lake Boulevard, Aiea, HI 96701.

SIGNIFICANT DATES

HlePRO Posting/Procurement Notice System:	Monday, May 15, 2023
Deadline for Solicitation:	Thursday, May 25, 2023 2:00 p.m. HST.
Anticipated Contract Start Date:	June 20, 2023

SPECIFICATIONS

SCOPE OF WORK

The Contractor shall provide all labor, equipment, and refuse containers to dispose all cutting debris for Aloha Stadium in accordance with the Scope of Work and Special Provisions of this solicitation, the State Procurement Office (SPO) General Provisions dated 11/2016, and Form AG-008 103D General Conditions.

Works to be performed:

1. Trimming:

- a. Trim dry branches, low hanging branches, new and unhealthy growth. **NO SHAPING NEEDED.**
- b. Majority are Monkeypod trees and five (5) other type, such as Royal Poinciana and Eucalyptus.
- c. Total of 347 trees to be trimmed (See attached **Exhibit A Tree Map and Count**).

Trim full tree:	310
Trim partial tree:	59
Total trees:	369*

Trim Full Tree – trim entire tree of dry branches, low hanging branches, new and unhealthy growth (NO SHAPING NEEDED). See attached **Exhibit B Tree Pictures**

Trim Partial Tree – tree is partially canopied over fence and/or property line. Trim only portion of tree that overhangs onto the Stadium parking lot (NO SHAPING NEEDED).

*It is understood and agreed that the Stadium Authority may increase, decrease, or require none of the quantity of trees to be trimmed depending on requirements at the time of work and/or the availability of funds.

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2. Removal of Trimmings and Debris:

- a.** The Contractor shall completely remove all trimmings and any other debris resulting from the work on a **daily** basis. No trimmings or debris shall be left overnight. Trimming and debris, which may include sawdust generated as a result of the work shall not be left unattended at the work site by the Contractor.
- b.** Debris shall be transported in a manner that will prevent spillage.
- c.** All refuse shall be disposed of off-site in a manner and location meeting all Federal, State, and County ordinances and regulations. The Contractor shall dispose of refuse at recycling facilities when possible. Burning of trimmings and debris at the work site shall not be allowed.

Tree Location

Refer to **Exhibit A** for tree location and count on Stadium property.

SPECIAL PROVISIONS

1. Specialty Contractor's License

The Bidder shall be in possession of current, valid Specialty Contractor's License "C-27b Tree Trimming and Removal or C-27 landscaping." **The Bidder shall provide a proof of tree trimming license at the time of the submission of bid.** Prior to the start of the contract and throughout the contract period, Contractor must have an active license. If Contractor fails to keep such license active during the contract period, contract shall be subject to cancellation.

2. Arborist

For the duration of the contract, all tree trimming and removal work shall be under the direct supervision of a **Certified Arborist** with at least three (3) years of experience supervising work similar in scope to that specified in the contract resulting from this request for quotes. **The Bidder shall provide proof of arborist certification at the time of the submission of bid.**

The Certified Arborist shall be on site at all times when work is being performed. All work shall be in accordance with ANSI A300 for Tree Care Operations, and ANSI Z133.12006 Pruning, Trimming, Repairing, Maintaining, and Removing trees and Cutting Brush Safety Requirements.

If the Contractor fails to provide a Certified Arborist at the worksite during any phase of ongoing tree operation, the Stadium Authority Procurement Officer (hereinafter referred to as the "PO") or his/her designee has the right to temporarily suspend work operation and/or terminate the contract during any phase of the contract due to Contractor's non-compliance.

When the Contractor's non-compliant performance has been satisfactorily corrected for all non-performance issues, work operation may resume upon approval by the PO and/or designee. Any losses resulting from work delays due to the Contractor's non-compliant performances shall be the sole responsibility of the Contractor and shall be promptly remedied by the Contractor at his/her own expense.

The Contractor shall use standard arboricultural practices that maintain and improve the overall general health and aesthetic appearance of the trees. Trimming practices shall be based upon the tree's predictable responses to pruning cuts and should correct problems rather than create new ones.

3. Work Schedule

- a. All work must be performed on **weekdays** (Monday, Tuesday, Thursday, and Friday only, except for observed state holidays) No work on Swap Meet Wednesday and weekends. Work may be performed on observed state holidays with prior written approval of the Contract Administrator.

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- b. All arrangements must be coordinated with the Building Manager, Shelly M. Shoji who may be contacted at (808) 483-2764 or shelly.m.shoji@hawaii.gov.
- c. There shall be no overnight storage of vehicles or equipment at the Aloha Stadium facilities.

4. Contractor Safety and Daily Supervision

A minimum of one (1) English speaking supervisor per crew shall be present to supervise the performance of all work and to coordinate corrective work.

The Contractor shall always operate in a safe and efficient manner and shall observe all requirements as stipulated by the Occupational Safety and Health Act (OSHA). All safety requirements shall be exercised including but not limited to the use of chain or cable reinforced climbing belts, hardhats, shoes, eye protectors, traffic cones, flags and ropes to direct pedestrians and vehicles from hazards and ropework to safely lower heavy trimmings. All provisions of the OSHA shall be strictly met.

The Contractor shall be responsible for contacting all utility companies (electric power lines, telephone/data, water, gas, cable, etc.) for work to be done and assume all responsibility for any damage or interruption of any utility service.

5. Damages

The Contractor shall repair all damages to existing utilities and structures such as water lines, electrical conduits, sewer lines, buildings, etc., caused by Contractor's equipment or employees. If such repairs are not completed within fifteen (15) calendar days, the State reserves the right to purchase services for the necessary repairs from the open market and deduct all repair costs from moneys due or that may thereafter become due to the Contractor. In case any money due the Contractor is insufficient for said purposes, the Contractor shall pay the difference upon demand by the State.

6. Supplies and Equipment

Unless otherwise specifically noted, it shall be the responsibility of the Contractor to furnish all tools, equipment, supplies, fuel, replacement parts and all other items needed to accomplish the work agreed upon in a professional manner.

7. Site Inspection

Please refer to **Exhibit A**, Tree Maps and count, for information purposes. Prior to submittal of an offer, Bidder may inspect the locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Bidder inspection is not mandatory; however, submission of an offer shall be evidence that the Bidder understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed. To schedule a site visit please contact Shelly Shoji, Building Manager at shelly.m.shoji@hawaii.gov.

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8. Wage Certificate

Prior to entering into a Contract in excess of \$25,000, the Bidder shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of the Bidder. 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. The Contractor is further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Contractor shall be obligated to provide wages not less than those increased wages.

The 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. The 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.

The State has determined that work to be done under this Contract is similar to various Tree Trimmer positions under Unit 01. Reference **Exhibit C for Tree Trimming Position Classifications and Salary Schedule**; therefore, the Contractor will be required to pay their employees no less than the prevailing State wages for work performed under this Contract. The hourly wages paid to these State positions are as follows:

Class	Hourly Rate Eff 10/01/2022
Tree Trimmer Helper (BC03)	\$22.71
Tree Trimmer (BC 07)	\$26.57
Tree Trimmer Truck Driver (BC 05)	\$24.57
Tree Trimmer Heavy Truck Driver	\$26.57
Tree Trimmer Equipment Operator	\$27.66

The Bidder shall complete and submit the Wage Certificate at the time of the submission of bid, certifying that the services required will be performed pursuant to section 103-55, HRS. See Exhibit D Wage Certificate.

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

9. Campaign Contributions

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

10. Liability Insurance

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 combined singled limit per occurrence for bodily injury and property damage.
Workers' Compensation:	The CONTRACTOR shall maintain workers' compensation and employer's liability insurance that comply with statutory limits
Automobile Liability	\$2,000,000 general aggregate \$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required shall contain the following clauses:

1. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the State of Hawaii, Department of Business, Economic Development and Tourism, Stadium Authority, P.O. Box 30666, Honolulu, Hawaii, 96820-0666"
2. "The State of Hawaii is added as an additional insured as respect to operations performed for the State of Hawaii"
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
4. All required policies within above number 2 and number 3 clauses shall contain a waiver of subrogation in favor of 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. Prior to the commencement of the work, the Bidder agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions have been complied with. Failure of the Bidder to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided for the termination of services.

The procuring of such required insurance shall not be construed to limit Bidder's liability hereunder nor to fulfill the indemnification provisions and requirements. Notwithstanding said policy or policies of insurance, Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the services.

All policies must provide that thirty (30) days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Contractor postponing the issuance of a notice to proceed notwithstanding the fact that the Contractor shall not be allowed to proceed with the work until said certificates are submitted and approved.

Failure to obtain insurance in accordance with the Section, on the part of the Contractor, shall be considered a major breach of the contract; and should the State be forced to expend funds which would have been covered under the insurance, the Contractor agrees to assume the liability for such funds and to indemnify and hold the State harmless.

11. Responsibility of Bidders

Bidder is advised that in order to be awarded a contract under this solicitation, Bidder will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D310(c):

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Worker's Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and
- §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE) throughout the term of the contract.

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12. Hawaii Compliance Express.

The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the Certificate of Vendor Compliance is accepted for the execution of contract and final payment.

- 12.1 Timely Registration on HCE:** The contractors are advised to register on HCE soon as possible. If a contractor is not compliant on HCE at the time of award, a Bidder will not receive the award.
- 12.2 Vendor Compliance - Paper Documents:** Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the Stadium Authority as instructed below. All certificates must be valid on the date it is received by the Stadium Authority. Timely applications for all applicable clearances are the responsibility of the Bidder.

12.2.1 HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the lowest responsive Bidder shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. The Tax Clearance Application, Form A-6, and its completion and filing instructions are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

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

12.2.3 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Bidder shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the Stadium Authority. To obtain the Certificate, the Bidder must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate. For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

12.2.4 Timely Registration. The above certificates should be applied for and submitted to the Stadium Authority as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a Bidder otherwise responsive and responsible may not receive the award.

12.2.5 Verification of Compliance. Upon receipt of compliance documents (A-6, LIR#27, COGS), the Stadium Authority reserves the right to verify compliance with the respective departments. The Contractor shall maintain their compliance and shall provide current compliance documents to demonstrate continued compliance throughout the term of the contract.

13. Bid

The total bid amount shall be the **all-inclusive cost** to the Stadium Authority, including all applicable taxes and fees, for providing the services specified. The Stadium Authority is not responsible for and shall not pay overtime pay resulting from the Contractor's scheduling of staff.

The bid shall include all administrative and personnel costs and any increase in costs for 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.

Bid Due Date: May 25, 2023; 2:00 p.m. HST

The award will be made to the lowest, responsible bid.

14. Bid Preparation

14.1 Offer Form OF-1. Offeror is required to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form OF-1. Failure to do so may delay proper execution of the contract.

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The authorized signature on the first page of the Offer Form shall be an original signature in ink or electronic signature with audit trail. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

14.2 Offer Form OF-2. Offeror is required to complete and submit it with the offer.

- The Stadium Authority reserves the right:
 - To accept or reject any or all bids and to waive any minor or inadvertent discrepancy in the bid documents.
 - To withhold award of contract for a period of thirty (30) calendar days from the date of bid opening.

15. Time of Performance

Work shall commence on **June 20, 2023**, and be completed by **October 31, 2023**.

16. Execution of Contract

The State shall forward a formal contract to the successful offeror for execution. The contract shall be signed [by the successful winning bidder] and returned within seven (7) days after receipt by the vendor. No performance and payment bonds are required.

17. Compensation and Payment Terms

Section 103-10, Hawaii Revised Statutes provides that the Stadium Authority shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

The Contractor shall submit invoice(s) to:

Aloha Stadium
P.O. Box 30666
Honolulu, HI 96820-0666

18. Attachments and Exhibits

- Attachment 1 – Bid Forms OF-1 and OF-2
- Attachment 2 - 103 D General Provisions
- Attachment 3 - AG008 103D General Conditions
- Exhibit A – Aloha Stadium Tree Map and Count
- Exhibit B – Tree Pictures
- Exhibit C – Tree Trimming Position Classifications and Salary Schedule
- Exhibit D – Wage Certificate

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