



**STATE OF HAWAII**  
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT & TOURISM  
**HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION**

677 QUEEN STREET, SUITE 300  
HONOLULU, HAWAII 96813  
FAX: (808) 587-0600

May 31, 2023

**NOTICE TO VENDORS**

The Hawaii Housing Finance and Development Corporation (HHFDC) is soliciting quotes for a two (2) year monthly landscape maintenance for a fifty (50) foot strip of vacant property from the west fence line of Village 1A, Villages of Leiali'i, Lahaiana, Maui, Hawaii, TMK (2) 4-5-021:por. 021. Interested vendors should download the Request for Quotes (RFQ) No. 23-004-L74-S, including all forms and required documents, from the Hawaii State eProcurement (HlePRO) website at <https://hiepro.ehawaii.gov>. The RFQ documents will be available on HlePRO beginning on the issue date above. Only vendors who have a valid registered account in HlePRO will be allowed to submit a quote for this solicitation. All quotes must include the applicable State General Excise Tax.

To be eligible for award, vendor must possess a specialty contractor license C-27. The respondent shall be solely responsible for assuring that they possess all required licenses to perform the scope of work set forth in this RFQ.

**Inquiries:**

Questions, requests, or discoveries relating to this solicitation must be submitted on HlePRO using the "Questions and Answers" section **no later than 4:30pm on June 8, 2023**. Any inquiries not received on HlePRO or not received timely will not receive a response.

**Submission Deadline:**

**Completed quotes and other required forms shall be submitted on HlePRO no later than:**

**June 21, 2023 @ 2:00 p.m.**

Quotes that are: (1) not submitted on HlePRO, (2) not submitted on the required form, or (3) otherwise do not meet the RFQ requirements, will not be accepted or considered for award.

There will be no pre-submittal conference or site inspection. However, all interested vendors are encouraged to independently visit the site to familiarize themselves with the existing conditions and the extent of the services to be performed as states in the scope of services.

The following quote documents and pertinent information are attached for your examination.

- Quote for Services
- Scope, Requirements, and Special Conditions
- Location Map(s)
- Disclosure Statement
- Vendor/Contractor Information Form
- Wage Certification Form
- Appendix

The following documents must be completed and received on HlePRO by the Submission Deadline above, as amended:

- Quote for Services
- Disclosure Statement
- Vendor/Contractor Information Form
- Wage Certificate

HHFDC, in its sole discretion, reserves the right to: change or cancel the RFQ; reject any or all quotes received; determine whether a quote submitted in response to this RFQ fails to meet the requirements of the RFQ in some material respect; obtain modification or clarification necessary to properly evaluate a quote; correct or waive a mistake attributable to an arithmetical error, a minor informality, or an otherwise obvious mistake; and waive any quote document defects if the waiver is in the best interest of HHFDC.

Sincerely,



Delmond J.H. Won  
Executive Assistant

Enclosures

# QUOTE FOR SERVICES

To: Hawaii Housing Finance & Development Corporation  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813  
Fax No.: 587-0600

Attention: Procurement Officer  
Subject: RFQ 23-004-L74-S, Two (2) years of monthly landscape maintenance for a fifty (50) foot strip from the west fence line of Village 1A at the Villages of Leali'i, Lahaina, Maui, Hawaii, TMK (2) 4-5-021:por. 021.

The undersigned, having visited the site of work or otherwise having become familiar with the conditions under which the work is to be performed, and having read this Quote for Services, including Terms and Conditions, and reviewed all documents included with this RFQ, as amended, agrees to, if this quote is accepted, furnish and pay for all labor, materials, tools, equipment and incidentals necessary to perform and complete the services in accordance with this Quote for Services, Terms and Conditions, and Scope of Services and that the undersigned shall accept in full payment the lump sum quote as set below:

## TOTAL QUOTE

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written Amount) (Numerical Amount)

The undersigned also agrees as follows:

- (1) All quotes submitted include the State of Hawaii general excise tax of 4.712% and the Hawaii Housing Finance & Development Corporation (HHFDC) may deduct the excise tax from the quote price upon Contractor providing an approved General Excise Tax Exemption Claim Form.
- (2) The HHFDC reserves the right to reject any and all quotes. This quote may not be withdrawn and shall remain valid with prices held firm for **three (3) calendar months** subsequent to the deadline for quotes. Prices shall be held firm during this period.
- (3) The undersigned has not entered into any collusion with any person in respect to the submitting of this or any other quote for this work and the undersigned is not in arrears in any payment owed to the State.
- (4) Unless exempted by Hawaii Revised Statutes (HRS) Chapter 444, Contractors, and its applicable Hawaii Administrative Rules (HAR), the undersigned is a contractor licensed to do business in the State of Hawaii.
- (5) This quote is for goods and/or services under \$100,000. When construction is involved, a Contract Payment and Performance Bond shall be required for procurements greater than \$50,000.00.
- (6) If the undersigned is the lowest responsible and responsive vendor:
  - (a) The undersigned shall be notified and a contract or purchase order will be issued for the amount stated in the lump sum quote above.
  - (b) Work may not proceed without an authorized Notice to Proceed ("NTP") letter or purchase order from the HHFDC.
  - (c) **The work shall commence from the notice to proceed date stated on the purchase order, and shall be completed within two (2) calendar years.**
  - (d) The undersigned shall maintain insurance acceptable to the HHFDC in full force and effect throughout the term of the contract or purchase order. Contractor's commercial general liability (occurrence form) insurance shall contain broad form property damage and bodily injury coverage of a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate arising out of or in connection with the performance of the work. Contractor shall obtain automobile insurance for its own vehicles and if it doesn't have any vehicles, then coverage for Hired and Non-Owned Auto Liability for at least \$1,000,000 per accident. The Contractor and all subcontractors shall obtain full workers' compensation insurance coverage for all persons whom they employ or may employ in carrying out the work. This insurance shall be in strict conformity

**Quote Deadline: June 21, 2023  
2:00 PM**

with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws. The Contractor shall obtain Builder's Risk Insurance with a minimum limit of \$150,000 when building work is performed.

- (7) The undersigned will furnish to the HHFDC, as a condition of award, a Certificate of Insurance for the required coverage naming the State of Hawaii and HHFDC as additionally insured parties.
- (8) The undersigned shall comply with the provisions of this RFQ, including any General or Special Conditions referenced in the RFQ.
- (9) The undersigned acknowledges that Section 11-355, HRS, prohibits campaign contributions from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Respectfully submitted,

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Contractor License No.)

\_\_\_\_\_  
(Print Name and Title)

**REMINDER TO VENDOR:** This QUOTE FOR SERVICES form includes the Quote Schedule and Terms and Conditions. Please complete, sign, and submit the entire form along your completed Disclosure Statement, Vendor/Contractor Information Form, and any other document required by this RFP.

Quote Deadline: June 21, 2023  
2:00 PM

QUOTE SCHEDULE  
RFQ No. 23-004-L74-S  
For

TWO (2) YEARS OF MONTHLY LANDSCAPE MAINTENANCE FROM THE WEST  
FENCELINE OF VILLAGE 1A, VILLAGES OF LEIALI'I, LAHAINA, MAUI, HAWAII,  
TMK (2) 4-5-021:POR. 021

**TOTAL QUOTE:**

The Total Quote is for a period of service up to two (2) calendar years.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Monthly Service	24	EACH	\$	\$
2.	Contingency – Optional Services Upon Prior Written Approval by HHFDC				\$10,000.00
3.	General Excise Tax (GET)*				\$
<b>TOTAL QUOTE</b> <b>(Sum of Items No. 1 thru 3 above)</b>					\$

\*Calculate GET by multiplying the applicable rate by the sum of Items No. 1-2 above.

**REMINDER TO VENDOR: The Total Quote calculated on this Quote Schedule must be entered on Page 1 of this QUOTE FOR SERVICES form. This QUOTE FOR SERVICES form includes the Quote Schedule and Terms and Conditions. Please complete, sign, and submit the entire form along with your completed Disclosure Statement, Vendor/Contractor Information Form, and any other documents required by this RFQ.**

**TERMS AND CONDITIONS**

1. EXAMINATION OF SITE, ETC. – Prior to bidding, prospective bidders shall visit the site of the intended work and shall fully acquaint themselves with the existing conditions so that they may fully understand the facilities, difficulties, and restrictions attendant to the execution of the work. Bidders shall also thoroughly examine and be familiar with the Bid for Services, Terms and Conditions, and Scope of Work. No claim for extra work will be allowed because of alleged impossibilities or difficulties in the production of the results specified or because of omission in the Bid for Services, Terms and Conditions, and Scope of Work.
2. UTILITIES – The Contractor shall make its own arrangement and shall pay for all costs for power, drinking water, telephone, and sanitary facilities for its own use on the Project. The cost for these utilities shall be included in the amount bid. No direct payment for utilities will be made to the Contractor.
3. HAWAII REVISED STATUTES AND HAWAII ADMINISTRATIVE RULES – Hawaii Revised Statutes Chapter 103 and 103D, as amended, and the Hawaii Administrative Rules, Title 3, Subtitle 11 as amended, are not physically attached but shall be a part of these Terms and Conditions, and are hereby incorporated by reference. The Hawaii Revised Statutes Chapter 103 and 103D, as amended, is available for review online at: [https://www.capitol.hawaii.gov/hrscurrent/Vol02\\_Ch0046-0115/HRS0103D/](https://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103D/). The Hawaii Administrative Rules, Title 3, Subtitle 11, as amended, is available for review online at: <https://spo.hawaii.gov/references/har/goods/>.
4. AUTHORITY OF THE HHFDC – The HHFDC shall decide all questions which may arise relating to the quality and acceptability of the materials furnished and work performed, the rate of progress of the work, the interpretation of the scope of work, the acceptable fulfillment of the work on the part of the Contractor, the compensation and the mutual rights of the parties. The HHFDC shall have the authority to suspend or terminate the work wholly or in part at no additional cost to the HHFDC due to the failure of the Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the work; for failure to carry out orders; for such periods as the HHFDC may deem necessary due to unsuitable weather; for conditions considered unsuitable for the execution of the work or for any other condition or reason deemed to be in the public interest.
5. FITTING AND COORDINATION OF THE WORK – The Contractor shall be responsible for the proper fitting, cutting, adjusting and patching of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged to do the work.
6. MATERIALS AND WORKMANSHIP – All workmanship, equipment, materials and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Machinery, equipment, materials, and articles installed or used without prior, written approval of the HHFDC, if not of an equal or better grade as stated in the specifications or Scope of Work, shall be at the risk of subsequent rejection. All materials shall be new and shall be properly handled and stored per the manufacturer's specifications and industry standards.
7. CARE OF WORK AND INDEMNIFICATION – The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the execution of the work, and shall indemnify, defend and hold harmless the HHFDC from and against any and all losses, claims, demands, actions, damages (whether direct or consequential penalties, liabilities, costs and expenses), including all attorney's fees and legal expenses, arising out of or in connection with the work. The Contractor shall be responsible for the proper care and protection of all materials delivered and of completed work until final acceptance, whether or not the same has been covered by partial payments made by the HHFDC. Until accepted by the HHFDC in writing, the Contractor shall repair any damages to completed work at no additional cost to the HHFDC. The Contractor shall take adequate precautions to protect existing improvements from damage and shall at its own expense, completely repair any damage caused by its operations, or the operations of any employee, agent or subcontractor. The Contractor shall continuously observe and comply with all federal, state, and local laws or ordinances affecting the conduct of the work, and shall indemnify, defend, and save harmless the HHFDC, the State of Hawaii and their respective representatives against any claims arising from violations of any law or ordinance by the Contractor, its employees, or by subcontractors.
8. INSPECTION – All materials and workmanship shall be subject to inspection, examination, and testing by the HHFDC at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The HHFDC shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project site and satisfactorily replaced without charge. If any work is covered up without the approval or consent of the HHFDC, it must, if requested by the HHFDC, be uncovered at the expense of the Contractor. Should it be considered necessary or advisable by the HHFDC at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall upon request promptly furnish all necessary facilities, labor and material. The Contractor shall pay all the expenses of such examination and the satisfactory reconstruction.
9. ASBESTOS CONTAINING MATERIALS – The use of asbestos containing materials or equipment is prohibited under the Contract. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free.

10. REMOVAL OF DEBRIS, CLEANING, ETC. – The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clear in compliance of HIOSH worker safety requirements. Upon completion of the work and prior to turn-over of the project to the HHFDC, the Contractor shall remove all excess material, scraps, rubbish, tools, and equipment from the project site and shall clean the area as required by the HHFDC.
11. GENERAL GUARANTY – Neither the final certificate of payment nor any provision in these documents nor partial or entire use of the premises by the HHFDC shall constitute an acceptance of work not done in accordance with these documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance unless a longer period is specified. The HHFDC shall give notice of observed defects with reasonable promptness.
12. PAY RATE – Pursuant to Chapter 103, Hawaii Revised Statutes, the Contractor shall pay employees at wages or salaries not less than wages paid to the public officers and employees of similar work. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.
13. PAYMENT TO CONTRACTOR – Payment will only be made after final acceptance by the HHFDC and submission by the Contractor of an original signed invoice for the work performed. Exception may be made for partial payments for extended maintenance contracts as approved by the HHFDC.
14. DISPUTES – Disputes shall be resolved in accordance with Hawaii Revised Statutes Section 103D-703 and Hawaii Administrative Rules Chapter 126, as the same may be amended from time to time.
15. NO CAMPAIGN CONTRIBUTIONS – The Contractor acknowledges that Section 11-355, HRS, prohibits campaign contributions from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.
16. GENERAL CONDITIONS – The Contractor shall be subject to the State AG-008 103D General Conditions, herein attached by reference and available upon request.
17. MANDATORY TRANSACTION FEE – If this solicitation is being conducted on the State of Hawaii eProcurement (HlePRO) system, vendors are informed that awards made for this solicitation, if any, shall be done through the HlePRO system and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC (HIC), the vendor administering HlePRO.  
  
HIC shall invoice the vendor directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.
18. COMPLIANCE WITH APPLICABLE LAW – All laws of the federal and state governments applicable to businesses operating in the State of Hawai'i, including laws relating to workers' compensation, unemployment compensation, payment of wages, and safety, shall be fully complied with.
19. AWARD – Considering the criteria, including but not limited to quality, warranty, and delivery; award shall be made to the lowest responsive, responsible offeror. When award to the lowest responsive, responsible offeror is not practicable, award shall be made to the offeror whose quotation provides the best value to the State.

**SCOPE, REQUIREMENTS, AND SPECIAL CONDITIONS**  
**RFQ 23-004-L74-S**  
**(HiePRO)**

The Contractor shall provide all labor, materials, equipment, and incidentals necessary to satisfactorily complete the Scope of Services described herein.

**I. SCOPE OF SERVICES.** Monthly landscape maintenance for a fifty (50) foot strip of vacant property from the west fence line of Village 1A, Villages of Leiali'i, Lahaina, Maui, Hawaii, TMK (2) 4-5-021: por. 021 as described below. Exhibits A-1 (general location map) and A-2 (site map) are provided for reference.

A. Monthly Maintenance:

1. The weeds and vegetation shall be trimmed to a height not to exceed one (1) inch from the ground.
2. Cuttings may be left in place.
3. After trimming shrubs, apply herbicide (as permitted by law) to shrub stumps, to control future growth of shrubs.
4. Herbicide (as permitted by law) the area between the Village 1A west fence and chain link fence where weeds and vegetation cannot be reached with mechanical trimmers.
5. The work described herein shall occur on or about the 15<sup>th</sup> of every calendar month.
6. The Contractor shall email the Project Coordinator photos of the completed work no later than 24 hours after work is complete.

B. Contingency or Allowance. At the sole option and upon the express written authorization of HHFDC, the Contractor's scope of services may include additional related or incidental maintenance work at the Villages of Leiali'i. An amount of \$10,000.00 is provided for additional work not covered by other line items in the Quote for Services or for unforeseen circumstances discovered in performance of the work that may impact the scope, timeline, or other material aspect of the requirements. Refer to section VII.G. HHFDC shall require that the Contractor submit invoices, receipts and/or other information necessary to process payment.

C. HHFDC reserves the right to terminate maintenance services at any time during the contract period.

D. Safety

1. The Contractor shall provide any safety equipment required by HIOSH, OSHA, or recommended by the manufacturer of any equipment employed in the trimming and application of herbicide (as permitted by law) of the vegetation.



2. The Contractor shall take all precautions to protect its employees and the general public during the course of this work.
3. The Contractor shall be responsible for any damages to the adjacent private residences and improvements caused by this work.

E. Weekly Certified Payrolls

For services performed by laborers and mechanics, a certified copy of all payrolls shall be submitted weekly to the HHFDC 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 governmental contracting agency shall be reported to the contractor and the agency director to effect compliance.

**II. CONTRACT TERM.** The contract period is for two (2) calendar years from HHFDC's Notice to Proceed (NTP). The estimated start date is September 1, 2023. Each 12-month period of service during the contract term is subject to Department of Human Resources Development (DHRD) approval of a Request for Exemption from Civil Service (RECS). The contract may be terminated for convenience if such approval is not obtained.

**III. CONTRACT ADMINISTRATOR** and Contact Person for HHFDC shall be:

Lauren Young, Engineer  
Telephone: (808) 587-3173

**IV. COMPLIANCE REQUIREMENTS.** Pursuant to HRS Chapter 103D-310(c), all vendors, upon award of contract, shall comply with all laws governing entities doing business in the State, including, but not limited to:

- A. Chapter 237, tax clearance;
- B. Chapter 383, unemployment insurance;
- C. Chapter 386, workers' compensation;
- D. Chapter 392, temporary disability insurance; and
- E. Chapter 393, prepaid health care.

Vendors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any vendor making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and 103D-306, and for contracts and procurements of \$2,500 or more awarded pursuant to section 103D-305.

**Hawaii Compliance Express.** Hawaii Compliance Express (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 are strongly encouraged to register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' issued by HCE is accepted as proof of compliance for award, execution of the contract, and final payment.

Timely Registration on HCE. Vendors are advised to register on HCE soon as possible to ensure proof of compliance is available at the time of award.

Compliance with State Law. Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), the services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work. For contracts for services performed by laborers and mechanics, the vendor or the vendor's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the vendor at the time each laborer and mechanic is employed; provided that the vendor does not have to provide the vendor's employees the wage rate schedules where there is a collective bargaining agreement.

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.

The wage rate schedule may be obtained from the State of Hawaii Department of Human Resources Development website: <https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/>.

## **V. SUBMITTALS**

A. Vendors shall complete and submit the following forms on HiePRO no later than the quote due date and time indicated in the Notice to Vendors:

1. Quote for Services;
2. Disclosure Statement;
3. Vendor/Contractor Information Form; and
4. Wage Certificate

Quotes that are: (1) not submitted on the provided forms, (2) lacking any required forms or information, or (3) not submitted on HiePRO, will not be accepted.

Modifications and withdrawals shall be made by electronic notice in accordance with section 3-122-9, Hawaii Administrative Rules.

B. After the quotes are received, the lowest responsive, responsible vendor will be identified and notified by HHFDC. The selected vendor shall then submit to HHFDC current forms of the following documents within two (2) calendar weeks of notification:

1. Original signed quote and required forms.

Vendor shall submit the signed original offer, with any other required documentation, so that it is received within five (5) working days from the notification of intent to award, unless this requirement is explicitly waived by HHFDC.

2. Certificate of Insurance for the following coverages and requirements:

- a. General liability insurance (occurrence form) including bodily injury and property damage, personal injury and products and completed operations coverage for at least \$1 million per occurrence and \$2 million in the aggregate;
- b. Automobile insurance for the Contractor's own vehicles and if it doesn't have any vehicles, then coverage for Hired and Non-Owned Auto Liability, for at least \$1 million per accident.
- c. Workers Compensation and Employers' Liability insurance as required by law.
- d. The State of Hawaii and HHFDC and their elected and appointed officials, officers, employees, and volunteers shall be added as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the above required insurance policies.

3. A current Certificate of Vendor Compliance from the HCE website, or other proof of compliance documentation, indicating that the Contractor is "Compliant" with State laws governing businesses in Hawaii, in accordance with section 103D-310(c), HRS. The HCE system can be accessed online at <http://vendors.ehawaii.gov/hce>.

4. Evidence of current, valid license(s) required to perform the work, if required by the RFQ.

5. The Vendor shall submit and have available at all times during the work, copies of Manufacturer's MSDS Safety Sheets for all chemical based products used on this project, including, but not limited to, oils and gasoline used for power tools, etc.

## **VI. GENERAL CONDITIONS.**

The awarded contractor is subject to the AG-008 103D General Conditions (“General Conditions”). The General Conditions have been uploaded on HlePRO and can be accessed and downloaded in the same manner as the RFQ forms.

## **VII. SPECIAL CONDITIONS.**

### **A. Required License(s)**

Specialty contractor license C-27 is required. The Contractor shall be solely responsible for ensuring that it possesses all required licenses to perform the scope of work set forth in this RFQ.

### **B. HHFDC reserves the right to terminate or suspend service at any time. The Contractor shall not be entitled to payment for work not performed on such lot(s) during such periods of suspension or termination.**

### **C. Work Schedule**

1. The Contractor shall prepare and submit to the HHFDC a work schedule to encompass the entire contract period.
2. The Contractor shall notify the HHFDC Project Coordinator at least fourteen (14) calendar days in advance of any changes in the scheduled performance dates.
3. The Contractor shall not commence any work until he has been awarded an approved purchase order or executed contract. Any work conducted prior to the issuance of this purchase order or contract shall be at the Contractor’s own risk and no compensation shall be paid for such unapproved work. Similarly, any work conducted following the expiration of the contract or purchase order, unless the same is extended, shall be at the Contractor’s own risk and no compensation shall be paid for such unapproved work.
4. The purchase order or contract will indicate a NTP date that has been discussed and mutually agreed upon by the Contractor and the HHFDC.
5. Normal Work Days/Hours.
  - a. Work may be performed on normal workdays and during normal work hours only.
  - b. Normal work days are Mondays through Fridays, excluding legal State Holidays and Saturdays and Sundays. Normal work hours are from 8:00 a.m. to 4:30 p.m.

D. Workmanship

The Contractor shall provide skilled supervision and workers familiar with the required services and proficient at the operation of all required equipment.

E. Work Completion

All the work specified on the purchase order or contract shall be completed in a clean, neat, and professional manner. Any rejected work shall be corrected to the satisfaction of the HHFDC Project Coordinator. Costs for the correction of any rejected work shall be borne solely by the Contractor and no additional payment shall be made by HHFDC for this corrective work.

F. Payment.

1. The Contractor shall submit an original invoice for payment upon satisfactory completion of the required scheduled work. The body of the invoice **must** contain the following information:

- **Purchase Order (PO) /Contract Number**
- **HHFDC Job Number (if any)**
- **Project Title**
- **Dates of completion**
- **Description of the work performed**
- **Dollar amount due**
- **Name and address for payment (Note: this must match exactly with the company name and address registered with the State of Hawaii.**

The Contractor shall invoice for payment on a **monthly** basis. If the Contractor's quote is \$2,500.00 or more, the Contractor shall submit with each invoice a current Certificate of Vendor Compliance from HCE indicating that the Contractor is in "Compliant" status or equivalent documentation to show compliance with section 103D-310(c), HRS. The Contractor's invoice cannot be processed for payment if not accompanied by current and valid compliance document(s).

2. To expedite processing of the invoice, mail the invoice to:

Hawaii Housing Finance and Development Corporation  
Development Support Section

677 Queen Street, Suite 300  
Honolulu, Hawaii 96813  
ATTN: Lauren Young

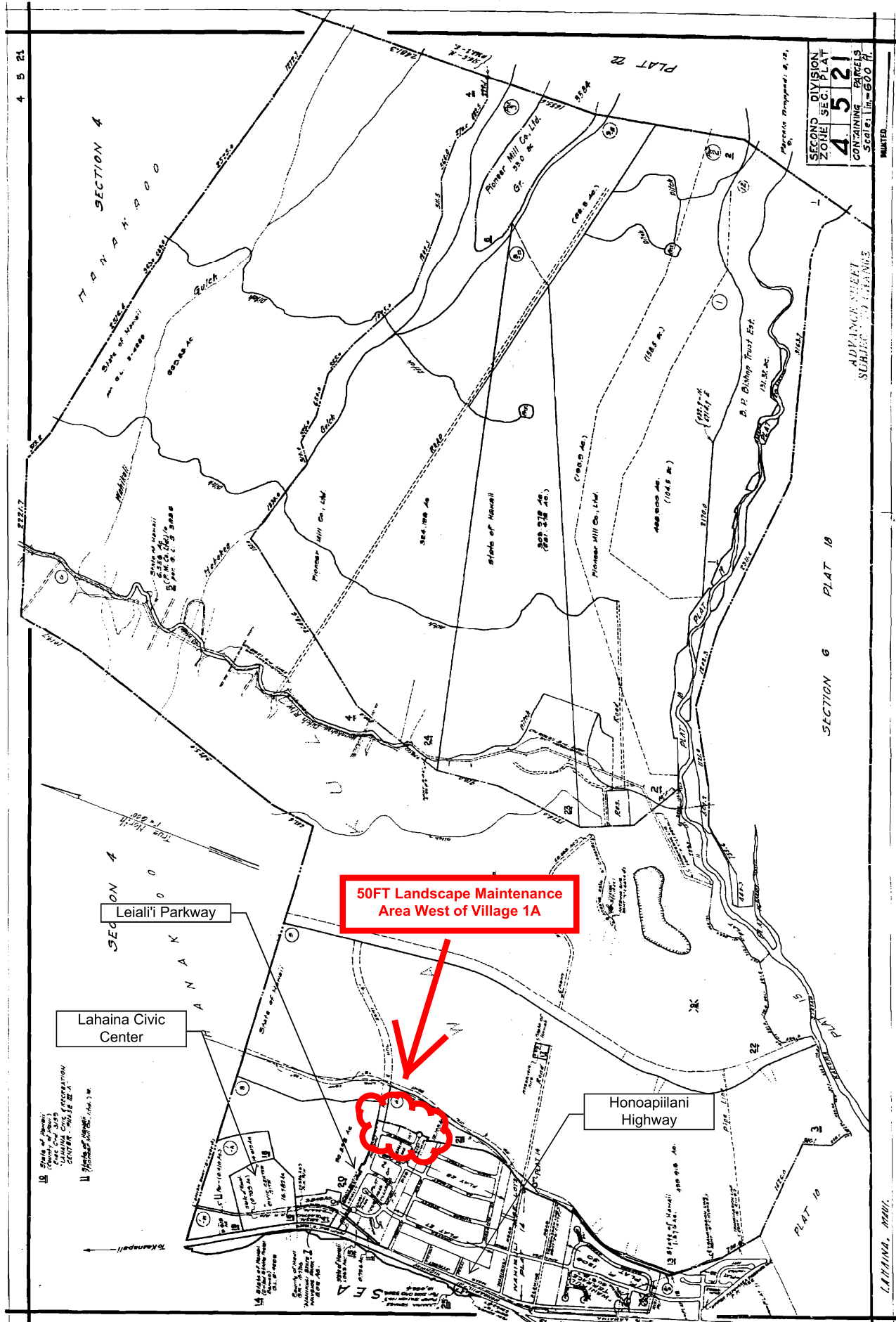
3. The processing of the payment invoice by the HHFDC will be contingent upon the verification and approval by the HHFDC Project Coordinator that the work has been satisfactorily completed. Section 103-10, HRS, provides that the State, upon receipt of invoice, shall have thirty (30) calendar days after receipt or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period.

G. Contingency or Allowance

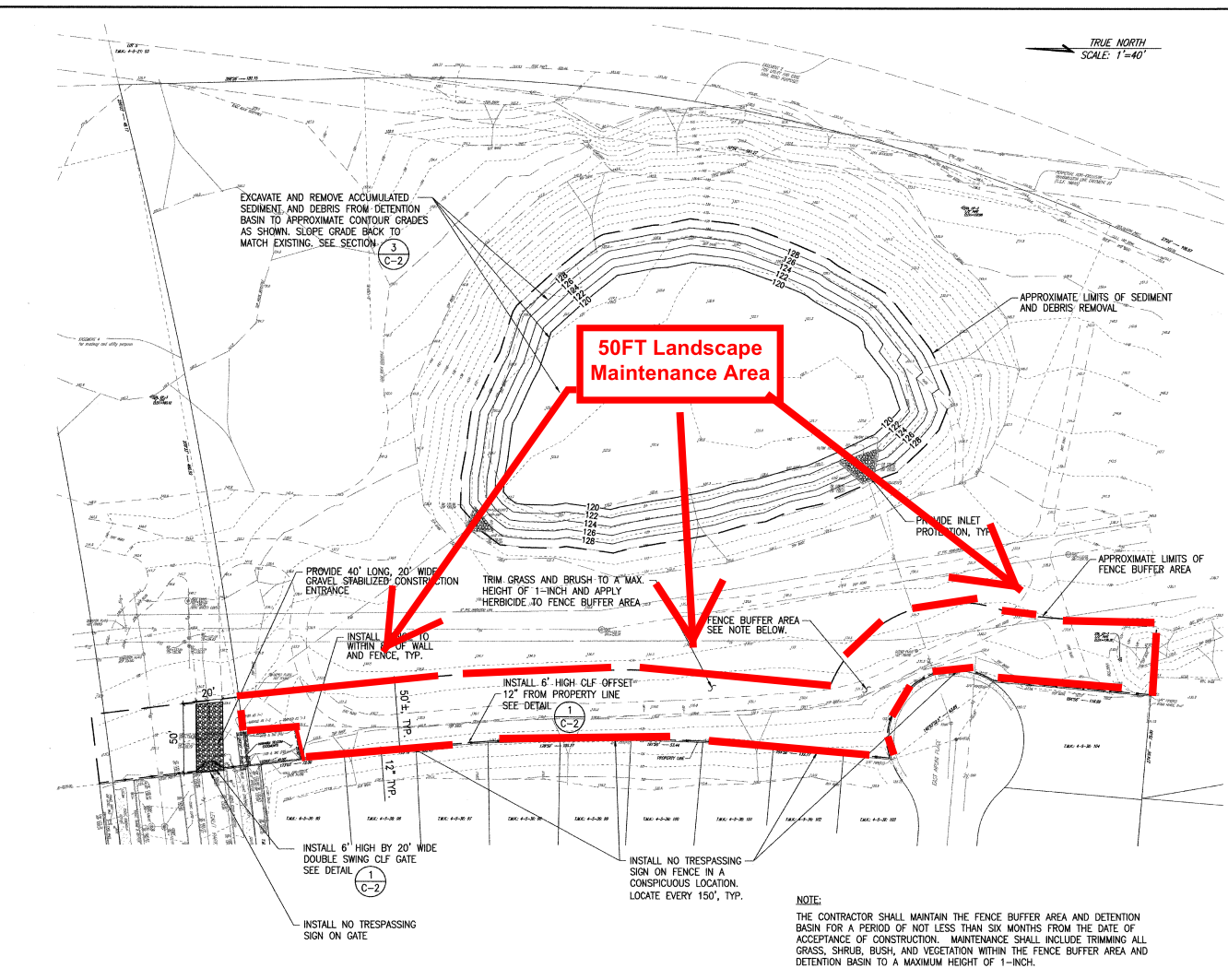
Any work to be paid from a Contingency or optional services Allowance shall be determined and approved by HHFDC at its sole discretion. The Contractor shall provide a cost proposal and shall not commence any work prior to HHFDC's written approval of the cost proposal and issuance of a notice to proceed. (Reference "Estimate for Change Order" and "Field Order" forms in the Appendix). No sum shall be paid from the Contingency or Allowance without prior written approval by HHFDC.

H. HlePRO Fee

There is no fee to register in HlePRO or submit an offer. However, there is a fee to the awarded vendor. The fee is .75% of the award or estimated award (for instance, the fee is \$75 for an award of \$10,000) and is due upon receipt of invoice, 30 days net. It is payable to Hawaii Information Consortium, LLC (HIC), the vendor powering the HlePRO application. The fee is capped at \$5,000 per award. You will receive an invoice from HIC upon notice of award.



APR 14 1950  
 BY: [illegible]  
 CHECKED BY: [illegible]  
 EXHIBIT A-1  
 LAHAINA, MAUI

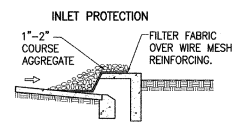
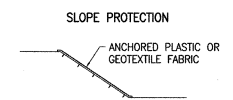
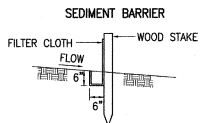
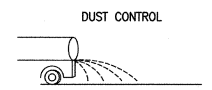
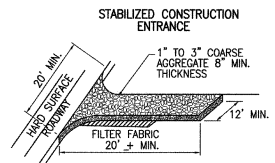


**DETENTION BASIN AND CHAIN LINK FENCE SITE PLAN**  
SCALE: 1" = 40'

TRUE NORTH  
SCALE: 1"=40'

**MINIMUM BMP CHECKLIST**

- STABILIZED CONSTRUCTION ENTRANCE  
ALL POINTS OF EGRESS AND INGRESS TO A SITE SHALL BE PROTECTED WITH A STABILIZED CONSTRUCTION ENTRANCE.
  - STOCKPILES  
STOCKPILES SHALL NOT BE LOCATED IN DRAINAGE WAYS OR OTHER AREAS OF CONCENTRATED FLOWS. DURING PERIODS OF WET WEATHER, SUCH AS THE RAINY SEASON, STOCKPILES SHALL BE STABILIZED. COVER STOCKPILES IN PLASTIC WHEN NOT IN USE.
  - DUST CONTROL  
DUST CONTROL SHOULD BE APPLIED TO REDUCE DUST EMISSIONS. CONTRACTOR TO SPRAY WATER AS NECESSARY.
  - TEMPORARY STABILIZATION  
DISTURBED AREAS WHICH ARE AT FINAL GRADE OR WILL NOT BE WORKED FOR LONGER THAN (14) DAYS SHALL BE STABILIZED.
  - SEDIMENT BARRIERS OR TRAPS  
SEDIMENT TRAPPING DEVICES SUCH AS FENCES, TRAPS, BASINS OR BARRIERS SHALL BE USED DOWN SLOPE OF ALL DISTURBED AREAS AND AROUND THE BASE OF ALL MATERIAL STOCKPILES. COVER STOCKPILES WITH PLASTIC.
  - SLOPE PROTECTION  
SURFACE FLOW FROM ABOVE AN EXPOSED SLOPE SHALL NOT BE ALLOWED TO FLOW OVER THE SLOPE WITHOUT PROTECTION. SLOPE PROTECTION SHALL BE USED ON AREAS WITH SLOPES GREATER THAN 50% AND ON AREAS OF MODERATE SLOPES THAT ARE PRONE TO EROSION. SLOPE PROTECTION SHALL ALSO BE USED ON GROUND SURFACES AND STOCKPILES EXPOSED DURING WET WEATHER. ANCHOR PLASTIC OVER RETAINING WALL EXCAVATION.
  - INLET PROTECTION  
ALL STORM DRAIN INLETS ON SITE, AND THOSE OFFSITE WHICH MAY RECEIVE RUNOFF FROM THE SITE SHALL USE AN INLET PROTECTION DEVICE.
  - PERMANENT STABILIZATION  
ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED PRIOR TO REMOVING EROSION AND SEDIMENT MEASURES. ALL TEMPORARY EROSION AND SEDIMENT MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. TRAPPED SEDIMENT AND AREAS OF DISTURBED SOIL WHICH RESULT FROM THE REMOVAL OF THE TEMPORARY MEASURES SHALL BE IMMEDIATELY PERMANENTLY STABILIZED.
- AREAS TO BE PERMANENTLY SEEDED/MULCHED WITHIN 14 DAYS OR FINAL GRADE EXCEPT HOUSE AREA WHICH WILL BE FORMED AND SLABBED WITHIN 14 DAYS.

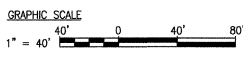


DATE	REVISION	SHT. NO.	APPROVED
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM STATE OF HAWAII HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION			
VILLAGES OF LEIALI'I RETENTION BASIN CLEANOUT AND SECURITY FENCE INSTALLATION LAHANA, MAUI, HAWAII			
DETENTION BASIN AND CHAIN LINK FENCE SITE PLAN			
CHECKED: HKE	DESIGN: SAK	C-1	SHEET 3
DATE: MAY 2007	DRAWING: CAE		OF 4 SHEETS
HDCDH JOB NO. DEY 07-01		FILE	DRAW FOLDER NUMBER

**SEST & KUMONDE**  
LICENSED PROFESSIONAL ENGINEER  
No. 7287-C  
HAWAII, U.S.A.

LICENSE EXPIRATION DATE: 4/30/08  
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

*[Signature]*  
**SHIMIZUKURO, ENDO & YOSHIZAKI, INC.**  
1128 12th Avenue  
Honolulu, Hawaii 96813





**DISCLOSURE STATEMENT**

(Check one box)

- Pursuant to Section 84-15(a), Hawaii Revised Statutes, no legislator or “employee” of the State of Hawaii has a “controlling interest” in our firm.

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices and judges.

“Controlling interest” means an interest in a business or other undertaking, which is sufficient in fact to control, whether the interest is greater or less than fifty percent.

- Yes, person(s) listed below have a “controlling interest” in our firm and falls within the definition of “employee” described above.

Person and Firm Position/Title	Name of State Board, Commission or Committee and Position
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of my firm

By \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# VENDOR/CONTRACTOR INFORMATION FORM

Date: \_\_\_\_\_

Payee Name: \_\_\_\_\_

DBA (If different from above): \_\_\_\_\_

Address (Place of Business): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mailing Address (If different): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Form of Business (Check one):

Sole Proprietorship

Partnership

Corporation

Federal ID Number: \_\_\_\_\_

or

Social Security Number: \_\_\_\_\_

Name for above SSN: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_

State of Hawaii General Excise Tax License Number: \_\_\_\_\_

WAGE CERTIFICATE

Project: RFQ / Job No. 23-004-L74-S  
Villages of Leialii – Monthly Landscape Maintenance

The undersigned vendor hereby certifies that in performing the services required for the above Project, the services will be performed under the following conditions:

- a. Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), the services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work. For contracts for services performed by laborers and mechanics, the vendor or the vendor's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the vendor at the time each laborer and mechanic is employed; provided that the vendor does not have to provide the vendor's employees the wage rate schedules where there is a collective bargaining agreement; and
- b. 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.

The undersigned also acknowledges that:

- a. The wage rate schedule may be obtained from the State of Hawaii Department of Human Resources Development website: <https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/>.
- b. For services performed by laborers and mechanics, **a certified copy of all payrolls shall be submitted weekly to HHFDC for review**, as required by Section 103-55, HRS.

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Failure to submit this form with the quote may be cause for the rejection of the quote.

# APPENDIX



# STATE OF HAWAII

## Holidays to be observed in 2023 and 2024



### Year 2023 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2023</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 02 Monday .....	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 16 Monday .....	The third Monday in January
Presidents' Day.....	Feb. 20 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 27 Monday.....	The twenty-sixth day in March
Good Friday.....	April 7 Friday .....	The Friday preceding Easter Sunday
Memorial Day.....	May 29 Monday .....	The last Monday in May
King Kamehameha I Day.....	June 12 Monday .....	The eleventh day in June
Independence Day.....	July 4 Tuesday .....	The fourth day in July
Statehood Day.....	Aug. 18 Friday .....	The third Friday in August
Labor Day.....	Sept. 4 Monday .....	The first Monday in September
Veterans' Day.....	Nov. 10 Friday .....	The eleventh day in November
Thanksgiving.....	Nov. 23 Thursday .....	The fourth Thursday in November
Christmas.....	Dec. 25 Monday.....	The twenty-fifth day in December

### Year 2024 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2024</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 01 Monday.....	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 15 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 19 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 26 Tuesday.....	The twenty-sixth day in March
Good Friday.....	March 29 Friday .....	The Friday preceding Easter Sunday
Memorial Day.....	May 27 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 11 Tuesday.....	The eleventh day in June
Independence Day.....	July 4 Thursday .....	The fourth day in July
Statehood Day.....	Aug. 16 Friday .....	The third Friday in August
Labor Day.....	Sept. 2 Monday .....	The first Monday in September
General Election Day .....	Nov. 5 Tuesday.....	The first Tuesday in Nov. following the first Monday of even numbered years. ( <i>Hawaii State Constitution, Article 2 – Section</i> )
Veterans' Day.....	Nov. 11 Monday .....	The eleventh day in November
Thanksgiving.....	Nov. 28 Thursday .....	The fourth Thursday in November
Christmas.....	Dec. 25 Wednesday.....	The twenty-fifth day in December

**FOOTNOTES:** For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 01/20/2023 subject to change.

# ESTIMATE FOR CHANGE ORDER

(General and Subcontractor)

DATE \_\_\_\_\_

PROJECT: \_\_\_\_\_

HHFDC JOB NO. \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

Ref: Bulletin No. \_\_\_\_\_ PCD No. \_\_\_\_\_ Field Order \_\_\_\_\_

Work Description \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**MATERIALS**

Unit	Description	Unit Prices	Subtotal
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
ea	_____	\$ _____	\$ 0.00
ea	_____	\$ _____	\$ 0.00

TOTAL FOR MATERIALS..... \$ 0.00 (1)

**LABOR**

Classification	Hours	Hourly Rate	Fringe	
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00

SUBTOTAL FOR LABOR ..... \$ 0.00 (2) \$ 0.00 (3)

TOTAL FOR LABOR (Fringes & Wages) (2) + (3) ..... \$ 0.00 (4)

SUBTOTAL (MATERIALS & LABOR) (1) + (4) ..... \$ 0.00 (5)

Overhead & Profit (20%) of (5)..... \$ 0.00 (6)

Insurance & Taxes ( \_\_\_\_\_ %) of (3) (see Note A)..... \$ 0.00 (7)

TOTAL (MATERIALS & LABOR) (5)+(6)+(7) ..... \$ 0.00 (8)

## ESTIMATE FOR CHANGE ORDER

(General and Subcontractor)

**EQUIPMENT**

Type or Class	Hours	Hourly Rate	
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
TOTAL FOR EQUIPMENT .....			\$ 0.00 (9)

**SUBCONTRACTORS**

Name	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
SUBTOTAL FOR SUBCONTRACTORS .....	
	\$ 0.00 (10)
Overhead & Profit 10% of (10) .....	\$ 0.00 (11)
TOTAL FOR SUBCONTRACTORS (10)+(11).....	\$ 0.00 (12)
TOTAL (MATERIAL, LABOR, EQUIPMENT & SUBCONTRACTORS) (8)+(9)+(12) .....	\$ 0.00 (13)
Bond Fee (            %) of (13) if applicable (see Note B).....	\$ 0.00 (14)
General Excise Tax 4.5% on (13) .....	\$ 0.00 (15)
TOTAL FOR CHANGE ORDER (13)+(14)+(15) .....	\$ 0.00 (16)

- Notes:    A    Contractor to enter insurance & tax rate and submit proof of such  
               B    Contractor to enter bond rate and submit proof of such

**HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION**

677 QUEEN STREET, SUITE 300  
HONOLULU, HAWAII 96813

**FIELD ORDER**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTN:** \_\_\_\_\_

DATE: \_\_\_\_\_  
FIELD ORDER NO.: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
HHFDC JOB NO.: \_\_\_\_\_  
HHFDC CONTRACT NO.: \_\_\_\_\_

---

Work shall be performed in accordance with this FIELD ORDER and applicable provisions of the Contract Documents. To expedite the Work and avoid delays, proceed with this work promptly.

---

DESCRIPTION OF WORK TO BE PERFORMED OR DELETED:

ATTACHMENTS:

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**CONDITIONS AND TERMS:**

- Work is considered a MINOR CHANGE and shall be performed at no additional cost or time to the HHFDC.
- Provide a cost proposal for the work. Submit the proposal in accordance with the General Conditions.
- Perform the Work under the Force Account Provisions of the General Conditions.
- Work is subject to an adjustment to contract price and / or contract time as follows:
 

<input type="checkbox"/> Fixed	<input type="checkbox"/> Estimate	<input type="checkbox"/> Maximum*	Change in Contract Sum. Add \$ _____
<input type="checkbox"/> Fixed	<input type="checkbox"/> Estimate	<input type="checkbox"/> Maximum*	Change in Contract Time. Add _____ Working / Calendar Days

\*Not to exceed cost and/or time that may be reduced after review and cost analysis of change proposals by the Hawaii Housing Finance and Development Corporation (HHFDC).

---

ISSUED BY:

RECEIVED:

\_\_\_\_\_  
Executive Director Date  
Hawaii Housing Finance and Development Corporation

\_\_\_\_\_  
Contractor's Date  
Authorized Representative

Copy: File Budget Inspector Contractor Consultant