



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

they employ or may employ in carrying out the work. This insurance shall be in strict conformity 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.

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**REVISED**

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 (including General Excise Tax)	24	EACH	\$	\$
2.	Contingency – Optional Services Upon Prior Written Approval by HHFDC				\$10,000.00
<b>TOTAL QUOTE</b> <b>(Sum of Items No. 1 thru 2 above)</b>					\$

**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.