

# **INVITATION FOR BIDS**

## **Villages of Kapolei – Tree Services**

### **Kapolei (Ewa), Oahu, Hawaii**

**IFB NO. 23-003-K85-S**

**October 2023**

**PREPARED BY:**

**Hawaii Housing Finance and Development Corporation  
State of Hawaii**

**TABLE OF CONTENTS**

**Job No. 23-003-K85-S  
Villages of Kapolei Tree Services**

**PART I - BIDDING AND CONTRACT REQUIREMENTS**

TABLE OF CONTENTS .....TC-1 to TC-2  
NOTICE TO BIDDERS..... NTB-1  
GENERAL INFORMATION AND INSTRUCTIONS..... I1 to I10  
MANDATORY SUBMITTALS ..... A - 1 to A - 2  
STATEMENT OF BIDDER'S EXPERIENCE .....SBCE-1 to SBCE-2  
FORM OF BID..... P - 1 to P - 12  
NON-DEFAULT AFFIDAVIT .....NDA-1  
NON-COLLUSIVE AFFIDAVIT.....NCA-1  
NON-GRATUITY AFFIDAVIT..... NGA-1  
FORM OF CONTRACT.....FC-1 to FC-26  
SPECIAL CONDITIONS.....FC-24 to FC-26  
103D GENERAL CONDITIONS .....FC-3 to FC-18

**PART II – GENERAL REQUIREMENTS**

GENERAL REQUIREMENTS ..... GR-1 to GR-4

**PART III – TECHNICAL SPECIFICATIONS**

PART 1 - GENERAL ..... TS-2  
1.01 GENERAL PROVISIONS..... TS-2  
1.02 DESCRIPTION..... TS-2  
1.03 WORK BY OTHERS ..... TS-5  
  
PART 2 – PRODUCTS ..... TS-5  
2.01 HERBICIDES AND WEED CONTROL..... TS-5  
2.02 INSECTICIDES ..... TS-5  
2.03 SCREENED TOPSOIL ..... TS-5  
2.04 SOIL AMENDMENTS ..... TS-5  
  
PART 3 – EXECUTION ..... TS-6  
3.01 INSPECTION ..... TS-6  
3.02 PROTECTION OF EXISTING PLANTS, IRRIGATION AND OTHERS..... TS-6  
3.03 GENERAL MAINTENANCE ..... TS-6  
3.04 INSECT AND DISEASE MANAGEMENT..... TS-6  
3.05 TREE MAINTENANCE ..... TS-7

3.06 FREQUENCY OF MAINTENANCE ..... TS-8  
3.07 TRIMMING OF STREET TREES UNDER SCHEDULE ..... TS-9  
3.08 TRIMMING OF STREET TREES UNDER CONTINGENCY ..... TS-11

**PART IV - APPENDIX**

- HAWAII STATE HOLIDAYS
- ESTIMATE FOR CHANGE ORDER FORM
- FIELD ORDER FORM
- SUPPLEMENTAL CONTRACT FORM
- CONTRACTOR’S CERTIFICATION OF PAYMENT
- CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT
- CONTRACTOR’S WAIVER AND RELEASE OF LIEN FORM
- TREE SERVICES INSPECTION FORM

END OF SECTION

**NOTICE TO BIDDERS**  
(Chapter 103D, HRS)

Sealed bids will be received by the Hawaii Housing Finance and Development Corporation (HHFDC) online at the Hawaii State eProcurement (HlePRO) system website (<https://hiepro.ehawaii.gov>), no later than 2:00 p.m., **November 9, 2023** for VILLAGES OF KAPOLEI TREE SERVICES, JOB NO. 23-000-K85-S to provide tree trimming, pruning, and other related services for street trees located in the Villages of Kapolei, as outlined in the Invitation For Bids.

Beginning **October 5, 2023**, the INVITATION FOR BIDS will be available on the HlePRO website and may be examined by vendors who have a valid registered account in HlePRO. **Registration on HlePRO is required to view the solicitation and submit a response.** Bids that are: (1) not submitted on HlePRO, (2) not submitted on the required form, or (3) otherwise do not meet the bid requirements, will not be accepted or considered for award.

HHFDC may reject any and all bids and may waive any bid defects whenever HHFDC deems such action is in the best interest of the State. Award will be made to the responsible bidder offering the lowest responsive bid and shall be determined by HHFDC in its sole discretion. A Pre-Bid Teleconference will be conducted virtually at 10:00 a.m. on **October 19, 2023**. Bidders who wish to participate shall call the following number at the scheduled date and time and, upon connection, dial in the conference ID below followed by the “#” key to join the call. Alternatively, if bidders want to join from a computer, they may request the link from the IFB Contact below.

Phone Number: +1 808-829-4853,,739668122#  
Phone Conference ID: 739 668 122#  
Meeting ID: 233 122 186 139  
Pass Code: k83gBZ

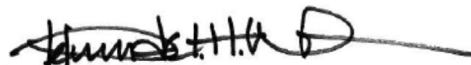
Attendance at the pre-bid teleconference meeting is not mandatory but strongly recommended to familiarize bidders with any existing site conditions and the extent of services required by the IFB. Additional meetings will not be conducted.

Bidders must possess Specialty Contractor License “C-27b” License and a valid State of Hawaii General Excise Tax License to be eligible to bid. All bids shall include the State General Excise Tax of 4.712%. **This solicitation is subject to the availability of funds.**

The successful bidder must provide proof of compliance with section 103D-310(c), Hawaii Revised Statutes (HRS), in order to receive a contract award of \$2,500 or more. The Hawaii Compliance Express (HCE) system expedites the ability to furnish proof of compliance by providing an online "Certificate of Vendor Compliance" for a business entity. Bidders are strongly recommended to register with HCE as soon as possible so they are able to furnish proof of compliance with their bids. For more information, visit: <https://vendors.ehawaii.gov/hce/>.

Questions, requests or discoveries relating to this bid solicitation must be submitted **on HlePRO** using the Questions and Answers function no later than 4:30 PM on **October 26, 2023**.

Persons requiring special needs/auxiliary aids (e.g. sign language, large print or other media) for this INVITATION FOR BIDS may contact the IFB Contact, Norman Jimeno Jr, Development Support Unit Project Manager, at (808) 587-0524, [norman.jimeno.jr@hawaii.gov](mailto:norman.jimeno.jr@hawaii.gov).



\_\_\_\_\_  
Delmond J.H. Won, Executive Assistant  
Hawaii Housing Finance and Development Corporation

## **GENERAL INFORMATION AND INSTRUCTIONS**

Contractor shall comply with all requirements set forth in the IFB documents, including these instructions, the scope of work and/or specifications, all contract terms and conditions, special provisions, and attachments or exhibits (hereinafter, collectively referred to as "Solicitation Documents"). The Solicitation Documents shall be incorporated by reference and made a part of any resultant agreement ("Contract") awarded as a result of this IFB.

### **1.1 DEFINITIONS**

- 1.1.1 AG: State of Hawaii Attorney General.
- 1.1.2 Bid Form: Form of Bid, which is used to submit pricing information.
- 1.1.3 Bidder or Offeror: Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
- 1.1.4 Solicitation Documents: IFB Instructions, Specifications, any special provisions and applicable attachments and exhibits.
- 1.1.5 Contract: Form AG-003 Contract for Goods and Services based on Competitive Sealed Bids.
- 1.1.6 Contract Documents: The Contract, amendments (which pertain to the Contract Documents), Contractor's bid documents (including appropriate accompanying bid documentation and post bid documentation) when attached as an exhibit to the contract, the Notice to Proceed, the Bonds, the bid documents, change orders, field orders, any written order for changes and interpretations and clarifications issued on or after the effective date of the contract.
- 1.1.7 Contractor: Any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State and acting directly or through its agents or employees.
- 1.1.8 Firm: A sole proprietor, corporation, joint venture, limited liability partnership, limited liability corporation, partnership, association, or any other legal business entity.
- 1.1.9 GET: General Excise Tax.
- 1.1.10 HCE: Hawaii Compliance Express.
- 1.1.11 HHFDC: Hawaii Housing Finance & Development Corporation.

- 1.1.12 HAR: Hawaii Administrative Rules.
- 1.1.13 HRS: Hawaii Revised Statutes.
- 1.1.14 IFB: Invitation for Bids, all documents, whether attached or incorporated by reference, utilized for soliciting bids.
- 1.1.15 STATE: State of Hawaii, HHFDC.
- 1.1.16 HOPA: Head of the Purchasing Agency (typically, the HHFDC Executive Director).
- 1.1.17 Procurement Officer: The HHFDC Executive Director or designee.

## 1.2 SOLICITATION SCHEDULE

Date IFB Advertised	October 5, 2023
Pre-Bid Conference	October 19, 2023 at 10:00 am Virtual Meeting on Microsoft Teams (See <i>Notice to Bidders</i> )
Deadline for Questions or Clarification Requests	October 26, 2023 No later than 4:30 PM, HST
Date of HHFDC Response to Questions or Clarifications	November 2, 2023
<b>Bids Due</b>	<b>November 9, 2023</b> <b>No later than 2PM, HST</b>
Notice of Intent to Award	TBD
Contract Start Date	TBD

Note: The schedule provided above is subject to change at the discretion of HHFDC.

## 1.3 SOLICITATION CONTACT

Norman Jimeno Jr, Development Support Unit Project Manager  
 Development Support Unit  
 Telephone: (808) 587-0524  
 Email: norman.jimeno.jr@hawaii.gov

## 1.4 ELECTRONIC PROCUREMENT

This solicitation is being conducted on the State of Hawaii eProcurement system (HlePRO). The State has established HlePRO to electronically solicit and receive offers for procurements. Bidders interested in responding to this electronic solicitation must be registered on HlePRO to participate in this procurement. To register on HlePRO, go to the HlePRO website at <https://hiepro.ehawaii.gov/> and click on the “Sign Up” link.

Bidders must access the Solicitation Documents on the HlePRO website and all responses to the IFB must be submitted on HlePRO. Only responses made through HlePRO will be accepted for this solicitation.

Award(s) resulting from this solicitation, if any, are subject to a mandatory HlePRO transaction fee equal to .75% (.0075) of the award amount, not to exceed \$5000 for the total contract term. This transaction fee shall be due upon award, based on the initial award amount or estimated amount, and shall be payable to NIC Hawaii, the vendor administering HlePRO.

NIC Hawaii shall invoice the awarded bidder directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. NIC Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

## 1.5 BID REQUIREMENTS

1.5.1 Bidder shall complete, sign, and submit the forms and items listed below. All required forms shall be submitted to HHFDC **through HlePRO** on or before the Bids Due date in the Solicitation Schedule above, as amended by any addenda to the IFB. **Any bidder failing to meet this requirement may be deemed non-responsive and not considered for award.**

- Statement of Bidder Experience (SBCE-1 to SBCE-2)
- Form of Bid (P - 1 to P - 12)
- Non-Default Affidavit (NDA-1)
- Non-Collusive Affidavit (NCA-1)
- Non-Gratuity Affidavit (NGA-1)

1.5.2 **Form of Bid.** Bidder shall complete, sign and submit the Form of Bid using Bidder's exact legal name as registered with the DCCA, as applicable. By submitting a completed and signed Form of Bid, Bidder attests as follows:

1.5.2.1 If unsigned, the bid will be automatically rejected unless accompanied by other material containing a signature indicating the Bidder's intent to be bound. If bidder's offer is the lowest responsive bid, the bidder must submit the complete original offer with all required forms within five (5) working days from the notification of intent to award.

1.5.2.2 Bidder is registered and/or licensed to do business in the State of Hawaii and will pay such taxes on all sales made to the State of Hawaii.

1.5.2.3 Bidder shall comply with the requirements of section 103-55, HRS, relating to wages, hours, and working conditions of

employees of contractors performing services. For services performed by laborers and mechanics, a certified copy of all payrolls shall be submitted weekly to HHFDC for review.

1.5.2.4 The information provided is accurate to the best of bidder's knowledge and the contracting office is authorized to contact and confirm the stated information.

1.5.2.5 Failure to complete and provide all information requested in this IFB may result in automatic bid rejection.

1.5.3 Reserved.

1.5.4 Taxpayer Preference. For evaluation purposes, pursuant to Chapter 103D-1008, HRS, the Bidder's tax-exempt price bid submitted in response to this IFB 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.

1.5.5 Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET, however, a bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

1.5.6 Statement of Bidder Experience

Bidder shall complete and submit with its bid the Statement of Bidder's Contractor Experience to assist HHFDC in determining if bidder is responsible and has adequate qualifications and capacity to perform the work.

## 1.6 BIDDER QUALIFICATION

1.6.1 Minimum Qualifications. Bidder must be authorized to conduct business in the State of Hawaii at the time of award. This means that the bidder is registered as a business with the State of Hawaii Department of Commerce and Consumer Affairs and is compliant with all laws governing businesses in the State of Hawaii. The most expedient way to register with the State and ensure compliance is through the State's Hawaii Compliance Express (HCE) system at: <https://vendors.ehawaii.gov/hce/>.

1.6.2 Performance Capability. Bidders must be capable of performing the work for which bids are invited and must be capable of entering into a public contract of \$25,000 (twenty-five thousand dollars) or more.

1.6.3 Disqualification. Any persons, firm or corporation where (1) the person, firm,



or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently on any previous contract with the HHFDC, may be disqualified.

1.6.4 Reserved.

1.6.5 Permanent Office Location. Bidder shall have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding this contract. An answering service is acceptable provided a response is made within four (4) hours of the initial call from the Contract Administrator.

1.6.6 Supplies. Bidder shall have adequate equipment and capacity to perform and complete the work specified herein within the period specified.

1.6.7 Responsibility of Bidder. Pursuant to section Chapter 103D-310(c), HRS, the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State. The most expedient way to show proof of compliance for award purposes is to register online with the Hawaii Compliance Express (HCE) system at:  
<https://vendors.ehawaii.gov/hce/>.

Any Bidder making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to section 103D-302, HRS.

1.6.8 The Procurement Officer shall make a determination of responsibility or non-responsibility of bidder or prospective bidder based on available information.

1.6.9 If the Procurement Officer requires additional information, the bidder or prospective bidder may be required to provide follow-up information requested by HHFDC.

1.6.10 The requested information shall be furnished upon request within two working days or longer, as determined by the procurement officer.

1.6.11 Failure to furnish the requested information within the time allowed may be grounds for determination of non-responsibility.

## 1.7 PRE-BID CONFERENCE AND/OR SITE VISIT

1.7.1 A pre-bid conference and/or site visit will be held at the date and time indicated in the Solicitation Schedule above, as amended. Attendance is not mandatory, but

interested parties are strongly encouraged to attend.

## **1.8 INTERPRETATIONS AND ADDENDA**

- 1.8.1 All questions about the meaning or intent of the Solicitation Documents are to be submitted to the IFB Contact in writing **through the HlePRO Questions & Answer** function by the Deadline for Questions or Clarification Requests specified in the Solicitation Schedule above, as amended. Interpretations or clarifications considered necessary by HHFDC in response to such questions will be issued by addendum to the IFB. Questions received after the time specified in the Solicitation Schedule, as amended, will not be addressed. Only responses to questions addressed by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 1.8.2 Addenda may also be issued to modify the Solicitation Documents at the discretion of HHFDC.

## **1.9 ELECTRONIC SUBMISSION OF OFFER**

The offer shall be submitted and received electronically through the HlePRO website. The electronically submitted offer shall be considered the original. Any offers received after the due date and time, or any offers not received on the HlePRO website, including faxed, hand delivered or e-mailed offers, shall not be accepted or considered for award.

- 1.9.1 Bidder shall review all instructions included with the HlePRO solicitation. Bidders are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.
- 1.9.2 Bidders are advised to not wait until the last minute to submit their offer on HlePRO. Bidders should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.
- 1.9.3 The submission of an offer shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- 1.9.4 If the Bidder's offer is the lowest responsive bid, Bidder is required to submit the complete original offer, with the original bid bond, if required, so that it is received within five working days from the notification of intent to award.

## 1.10 SUBMISSION OF BID

- 1.10.1 Bid Due Date. All bids shall be received on HlePRO no later than the date and time indicated in the Solicitation Schedule above, as amended by any addenda to this IFB. **Late bids shall not be considered.**
- 1.10.2 Format. Offers shall be submitted as attachments on HlePRO using the forms provided in the IFB.
- 1.10.3 Proprietary/Confidential Information. Proprietary information shall be contained in a separate file that is clearly identified as proprietary/confidential information.
- 1.10.4 Bid Samples. Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested and will not be deemed to vary any of the provisions of the IFB.
- 1.10.5 Cancellation or Rejection of Bids. The solicitation may be cancelled, or the bids may be rejected, in whole or in part, when in the best interest of HHFDC, as provided in §3-122-95 through §3-122-97, HAR.
- 1.10.6 Certification of Independent Cost Determination. By submitting a bid and applicable bid document, bidder certifies as follows:
- 1.10.6.1 The costs in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
  - 1.10.6.2 Unless otherwise required by law, the cost which has been quoted on the prescribed Form of Bid for the respective job has not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
  - 1.10.6.3 No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## 1.11 MODIFICATION AND WITHDRAWAL OF BIDS

- 1.11.1 Pre-opening modification or withdrawal of offer. Bids may be modified or withdrawn prior to the established due date as follows:
- 1.11.2 Modification of bids

1.11.2.1 A written notice accompanying the actual modification received by HHFDC, stating that a modification to the bid or proposal is submitted; or

1.11.2.2 A facsimile or electronic notice accompanying the actual modification submitted either by facsimile machine, electronic mail, or an electronic procurement system pursuant to section 3-122-9, HAR, to HHFDC; provided if other than through an electronic system, offeror submits the actual written notice and modification within two working days of receipt of the facsimile or the electronic transmittal.

### 1.11.3 Withdrawal of bids

1.11.3.1 A written notice received in the office designated in the solicitation; or

1.11.3.2 A notice by facsimile machine or other electronic method pursuant to section 3-122-9, HAR, to the office designated in the solicitation.

1.11.4 Late withdrawal or modification. A late withdrawal or modification will not be accepted unless such withdrawal or modification is made in accordance with section 3-122-31, HAR.

## 1.12 TAX LIABILITY

1.12.1 All bids shall include the State General Excise Tax (GET) and/or any other applicable taxes. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and, if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.0% rate for sales made on Oahu, Hawaii, Maui, Kauai, Molokai and Lanai or the applicable Use tax.

1.12.2 If a Bidder is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

## 1.13 REQUIRED REVIEW

1.13.1 Before submitting an offer, each Bidder must thoroughly and carefully examine this solicitation, any attachment, addendum, and other relevant document, to ensure Bidder understands the requirements of the solicitation. Bidder must also become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

1.13.2 Should Bidder find defects and questionable or objectionable items in the solicitation, Bidder shall notify the HHFDC as soon as possible. This will allow the issuance of any necessary corrections and/or amendments to the solicitation by addendum and mitigate reliance of a defective solicitation upon which award could not be made.

#### **1.14 CONFIDENTIAL INFORMATION**

1.14.1 If a person believes that any portion of a bid, proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this IFB should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.

1.14.2 An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered 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.

1.14.3 Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. 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 HRS Section 92F-42(12).

#### **1.15 CANCELLATION OF BID PROCESS**

The IFB may be canceled, or any or all bids may be rejected, in whole or in part, when it is in the best interests of HHFDC as determined by HHFDC in its sole discretion.

#### **1.16 RECEIPT AND OPENING OF BIDS**

All bids shall be received on HlePRO no later than the date and time indicated in the Solicitation Schedule above, as amended by any addenda to this IFB. **Late bids shall not be considered.**

#### **1.17 BID ACCEPTANCE**

A bid may not be withdrawn for up to ninety (90) calendar days after the opening of bids or any extension of time thereafter, as may be requested by the Procurement

Officer. During that time, the bid prices shall remain firm and bids may not be withdrawn without penalty, unless otherwise required by law.

**1.18 OFFER PREPARATION COSTS**

Any and all costs incurred by the Bidder in preparing or submitting an offer shall be the Bidder's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.

**1.19 INSURANCE REQUIREMENTS**

Refer to Exhibit A, Sample Contract, for Insurance Requirements. The requirements are in Attachment – S5, Special Conditions, of the Sample Contract.

**1.20 SPECIAL LEGAL REQUIREMENTS**

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.

END OF INSTRUCTIONS

MANDATORY SUBMITTALS

Submitted as Part of Bid

Form of Bid .....	P-1 to P-13
Statement of Bidder's Experience.....	SBCE-1, SBCE-2
Form of Non-Default Affidavit.....	1
Form of Non-Collusive Affidavit.....	1
Form of Non-Gratuity Affidavit .....	1
*HCE Certificate of Vendor Compliance or equivalent documentation .....	[Provided by Bidder]

\* Compliance documents must be current (i.e., dated within three (3) months of the contract award date). It is strongly encouraged, but not required, to include compliance documents with the bid. If HHFDC cannot verify compliance prior to award, then bidder will not be awarded the contract.

Submitted Prior to Award of Contract

HCE Certificate of Vendor Compliance or equivalent documentation\*\* .... [Provided by Bidder]

\*\*Equivalent documentation includes: Valid tax clearance certificate, Certificate of Good Standing, and Certificate of Compliance (LIR#27).

Submitted with Contract

Form of Contract .....	FC-1
Contractor's Corporate Resolution.....	[Provided by Bidder]
Certificate of Insurance (with HHFDC and State of Hawaii named as Additionally Insureds).....	[Provided by Bidder]
HCE Certificate of Vendor Compliance or equivalent documentation...	[Provided by Bidder]
IRS Form W-9 (If contractor is not a C or S corporation).....	[Provided by Bidder]

Submitted Within 10 Days After Contract Execution

Schedule of Values (Payment Progress Schedule Breakdown)  
List of Supervisory Personnel and Emergency Contact List

Submitted During Contract Period

Certified Payrolls & Exhibits (All Contractors/Subcontractors)  
Work Schedule  
Notice for Final Inspection  
Overtime/Holiday/Weekend Notification  
Inspection Reports  
Payment Requests

NOTE: Notice for Final Inspection must be turned in sixteen (16) days prior to Final Inspection

Submitted at Closing

- 1) Final Pay Request
- 2) Final Certified Payroll Records & Exhibits
- 3) Certificate of Compliance for Final Payment
- 4) Non-Gratuity Affidavit
- 5) HCE Certificate of Vendor Compliance or equivalent documentation
- 6) Certificate of Release from each subcontractor.
- 7) Evidence that the Contractor paid or secured claims for persons, firms or corporations who have done work or supplied materials, tools, equipment, machinery or other services.

**NOTE: Submit the above, only if it applies to this contract.**

The sum necessary to meet the claims of the State may be retained from the sums due the Contractor, until said claims have been fully and completely discharged or satisfied.

The filing of false affidavits will disqualify the Contractor from bidding on future work of the HHFDC.

END OF SECTION



## Statement of Bidder's Experience

(Prime Bidder)

All questions 1 through 15 must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for questions marked by an asterisk (\*).

1. Name of bidder.
2. License number(s).
3. Permanent main office address.
4. When organized.
5. Where incorporated.
6. How many years have you been engaged in the contracting business under your present firm name?
7. \*Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
8. \*General character of work performed by your company.
9. \*Have you ever failed to complete any work awarded to you? If so, where and why?
10. \*Have you ever defaulted on a contract?
11. \*List the more important projects recently completed by your company, stating approximate cost for each, and the month and year completed.
12. \*List your major equipment available for this project.
13. \*Experience in work similar in importance to this project. List References and phone numbers.
14. Will you, upon request, fill out a detailed qualification statement and furnish any other information that may be required by the Hawaii Housing Finance and Development Corporation?

15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the Hawaii Housing Finance and Development Corporation in verification of the recitals comprising this Statement of Bidder's Maintenance Experience.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Bidder)

By\_\_\_\_\_

Title\_\_\_\_\_

State of \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

Notary Public, \_\_\_\_\_  
Judicial Court  
State of Hawaii

My commission expires \_\_\_\_\_

(Bidder may submit additional information if desired.)

# FORM OF BID

FOR  
FURNISHING LABOR AND MATERIALS  
REQUIRED FOR

## VILLAGES OF KAPOLEI TREE SERVICES

IFB NO. 23-003-K85-S

To: Procurement Officer  
Hawaii Housing Finance and Development Corporation (HHFDC)  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

1. The undersigned Bidder hereby acknowledges visiting or otherwise familiarizing itself with the site of work, being familiar with the conditions under which the work is to be performed and reading the specifications and other solicitation and contract documents relating to the above-referenced project. The undersigned Bidder hereby proposes to furnish all labor, materials, equipment, tools, transportation, permits, incidentals and supplies required to complete the project in full accordance with the contract documents for the following price(s), in the form of a Grand Total Base Bid amount noted below (which includes the Hawaii General Excise Tax of four point seven one two percent (4.712%)).

**GRAND TOTAL BASE BID (Base Bid + Second-Term Bid):**

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_

2. **If a Bid Schedule is included in this Form of Bid (“Bid” or “Bid Form”)**, the Bidder shall complete this Bid for all the itemized line items in the Bid Schedule or Base Bid and any Multi-Term Bid Schedule, if applicable. If any or all itemized line items are removed from the executed contract, the contract time and the contract cost will be adjusted accordingly.
3. In submitting this Bid, it is understood that award of the contract will be made to the lowest responsive and responsible bidder based on the GRAND TOTAL BASE BID amount, subject to the availability of funds. However, the public award notice and the initial contract amount will be for the Base Bid amount only. Upon extension of the contract, after the initial 24-month term, the Multi-Term Bid amount will be added to the contract amount for a sum of the GRAND TOTAL BASE BID amount.
4. Failure to complete this Bid in its entirety may cause a bid to be considered non-responsive and may result in rejection of this Bid.

5. The undersigned also agrees as follows:
- (a) That the estimated quantities in this Bid are approximate only and are subject to increase or decrease.
  - (b) To complete the work whether the estimated quantities are increased or decreased at the unit prices stated in this Bid.
  - (c) That the estimated quantities in this Bid are only for the purpose of comparing bids offered for the work on a uniform basis, and that the undersigned is satisfied with and will at no time dispute the estimated quantities as a means of comparing the bids.
  - (d) To make no claim for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the material and equipment actually installed and the estimated quantities.
  - (e) That if the UNIT PRICE multiplied by the estimated quantity does not equal the total price of any item in this Bid, the correct total price of the item shall be the amount arrived at by multiplying the UNIT PRICE by the estimated quantity.
  - (f) **That for UNIT PRICE items, payment will be made only for the actual number of units completed at the UNIT PRICE.**
  - (g) That the UNIT PRICE for each item in this Bid includes the cost of all materials, equipment, labor and all other incidental work required for the completion of the work.
  - (h) That the basis of comparison will be the Bid.
  - (i) That all bids submitted include the State of Hawaii general excise tax of four and one-half percent and markup (4.712%).
  - (j) That the time of completion for all the work in this Bid shall be **FORTY-EIGHT (48) MONTHS** from the date of commencement indicated in the Notice to Proceed. HHFDC may extend the contract time up to an additional **ONE (1) EXTENSION OF TWENTY-FOUR (24) MONTHS** beyond the original contract time, at the given unit prices stated in the Multi-Term Bid Schedule submitted with this Bid, as determined by HHFDC at its sole discretion. Any extension of the Contract time will require the approval of the State as specified in the General Conditions.
  - (k) That the liquidated damages for every calendar day of delay in the completion of the work shall be **\$150.00** per day as specified in the "Liquidated Damages" section of the Special Conditions.

- (l) That HHFDC reserves the right, in its sole discretion, to reject any or all bids.
  - (m) That this Bid may not be withdrawn within sixty (60) calendar days subsequent to the opening of bids or any extension of time as may be requested by the Procurement Officer.
  - (n) That upon acceptance of this Bid, the undersigned will enter into, execute and deliver a contract in the prescribed form by HHFDC, and current state and federal tax clearances within ten (10) days after the contract is presented to the undersigned for signature or within such further time as the Procurement Officer may allow.
  - (o) That by submitting this proposal, the undersigned is declaring that if awarded a contract, the undersigned will comply with Section 11-355, Hawaii Revised Statutes, which prohibits campaign contributions from State and County government contractors during the term of their contract, where the contractor is paid with funds appropriated by a legislative body.
6. Pursuant to section 103D-310(c), HRS, all offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including HRS Chapters 237, 383, 386, 392, and 393. Offerors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any offeror making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection.
7. The following list of documents which shall be attached to this Bid is a reminder for convenience only and shall not excuse Bidder from submitting any documents required by the Solicitation Documents. Refer to the Mandatory Submittals.
- (a) **Form of Non-Default Affidavit**, attesting that the undersigned is not in default of any contract with the State of Hawaii.
  - (b) **Form of Non-Collusive Affidavit**, attesting that the undersigned has not entered into any collusion with any other person with respect to the submission of this Bid or any other bid for the work.
  - (c) **Form of Non-Gratuity Affidavit**, attesting that the undersigned has not given or made any agreement to give any gift or gratuity in any form whatsoever to any employee of HHFDC, the employee's relatives or agents.

- (d) **Statement of Bidder's Contract Experience.**
- (e) A valid and current **Hawaii Compliance Express (HCE) Certificate** of Vendor Compliance or ALL of the following items below shall be submitted prior to award of contract:
- Current tax clearances from the Director of the Department of Taxation and the Internal Revenue Services.
  - Certificate of Good Standing from the Department of Commerce and Consumer Affairs.
  - Certificate of Compliance from the Department of Labor and Industrial Relations.
- (f) All other items listed in the **Mandatory Submittals** or otherwise required by the Solicitation Documents.
8. Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the IFB.
9. Bidder shall designate those portions of the offer that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR 3-122-30(c) and (d); and the material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.
10. If the Bidder's offer is the lowest responsive bid, Bidder shall submit the complete original offer, with the original bid bond, if required, so that it is received within five working days from the notification of intent to award.
11. If this solicitation is being conducted on HlePRO, bidder agrees 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.
12. Receipt of the following addenda (if any) issued by the HHFDC is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_  
Addendum No. 2 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_  
Addendum No. 3 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_  
Addendum No. 4 \_\_\_\_\_ Addendum No. 8 \_\_\_\_\_

It is understood that failure to receive any such Addendum shall not relieve the Bidder from any obligation of this Proposal.

OFFICIAL ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BASE BID SCHEDULE**

*(Note: bid schedule may be split over 2 pages.)*

Item No.	Estim. Qty.s	Description	Unit Price	Total
1.	8	<b>Semi-Annual.</b> <u>Major Roads and Bisecting Park.</u> Tree Trimming, pruning, and inspection of Street Trees Within Major Roads (Kealanani Avenue, Kumu Iki Street, Kama'aha Avenue, Kama'aha Loop, Bisecting Park, Kapolei Parkway, Kuloa Avenue, Namahoe Street, Oaniani Street, Kowelo Avenue, Kekuilani Loop), inclusive of all street trees and palms. Approx. 650 trees total.	Each Semi-Annual	\$ _____ \$ _____
2.	4	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 1</u> , on an annual basis (trees along residential roadway frontages). Approx. 12 trees total.	Each Annual	\$ _____ \$ _____
3.	4	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 2</u> , on an annual basis (trees along residential roadway frontages). Approx. 71 trees total.	Each Annual	\$ _____ \$ _____
4.	4	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 3</u> , on an annual basis (trees along residential roadway frontages). Approx. 82 trees total.	Each Annual	\$ _____ \$ _____
5.	4	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 4</u> , on an annual basis (trees along residential roadway frontages). Approx. 50 trees total.	Each Annual	\$ _____ \$ _____
6.	4	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 5</u> , on an annual basis (trees along residential roadway frontages). Approx. 190 trees total.	Each Annual	\$ _____ \$ _____
7.	4	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 7</u> , on an annual basis (trees along residential roadway frontages). Approx. 51 trees total.	Each Annual	\$ _____ \$ _____



8.	<b>8</b>	<b>Semi-Annual.</b> Removal of coconut fruits from coconut palms, on a semi-annual basis. Bidder to verify number of coconut palms; amount estimated to be 26.  Each Semi-Annual	\$	\$
9.	<b>1</b>	<b>Allowance/Contingency</b> for Tree Removal and Replacement, Individual Tree Trimming, Insect and Disease Control, and Miscellaneous work, subject to HHFDC's prior approval (submit force account rates)  Allowance		\$ <u>120,000.00</u>

**Total Sum**, Items 1 through 9 inclusive for  
**BASE BID**

\$ \_\_\_\_\_

*Note: Refer to the Figure(s) attached to this IFB for map(s) clarifying the separate areas.*

**BASE BID** (Item No. 1 through Item 9 of the Base Bid) (which includes the State of Hawaii General Excise Tax of four point seven one two percent (4.712%)):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

The initial contract term shall be for **forty-eight (48) months** from the date indicated in the Notice to Proceed.

**SECOND-TERM BID SCHEDULE**

*(Note: bid schedule may be split over 2 pages.)*

Bid for Two-year Additional Term (option period) of the Contract:

Item No.	Estim. Qty.s	Description	Unit Price	Total
10.	8	<b>Semi-Annual.</b> <u>Major Roads and Bisecting Park.</u> Tree Trimming, pruning, and inspection of Street Trees Within Major Roads (Kealanani Avenue, Kumu Iki Street, Kama'aha Avenue, Kama'aha Loop, Bisecting Park, Kapolei Parkway, Kuloa Avenue, Namahoe Street, Oaniani Street, Kowelo Avenue, Kekuilani Loop), inclusive of all street trees and palms. Approx. 650 trees total.	Each Annual	\$ _____ \$ _____
11.	2	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 1,</u> on an annual basis (trees along residential roadway frontages). Approx. 12 trees total.	Each Annual	\$ _____ \$ _____
12.	2	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 2,</u> on an annual basis (trees along residential roadway frontages). Approx. 71 trees total.	Each Annual	\$ _____ \$ _____
13.	2	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 3,</u> on an annual basis (trees along residential roadway frontages). Approx. 82 trees total.	Each Annual	\$ _____ \$ _____
14.	2	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 4,</u> on an annual basis (trees along residential roadway frontages). Approx. 50 trees total.	Each Annual	\$ _____ \$ _____
15.	2	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 5,</u> on an annual basis (trees along residential roadway frontages). Approx. 190 trees total.	Each Annual	\$ _____ \$ _____
16.	2	<b>Annual.</b> Tree Trimming, pruning, and inspection of Street Trees Within <u>Minor Roads In Village 7,</u> on an annual basis (trees along residential roadway frontages). Approx. 51 trees total.	Each Annual	\$ _____ \$ _____

17.	<b>4</b>	<b>Semi-Annual.</b> Removal of coconut fruits from coconut palms, on a semi-annual basis. Bidder to verify number of coconut palms; amount estimated to be 26.  Each Semi-Annual	\$	\$
18.	<b>1</b>	<b>Allowance/Contingency</b> for Tree Removal and Replacement, Individual Tree Trimming, Insect and Disease Control, and Miscellaneous work, subject to HHFDC's prior approval (submit force account rates)  Allowance	\$	<u>80,000.00</u>

Total Sum, Items 10 through 18 inclusive  
for SECOND-TERM PERIOD, subject to the  
multi-term provision of the Contract. \$ \_\_\_\_\_

**MULTI-TERM BID** (Item No. 10 through Item No. 18 of the Multi-Term Bid)  
(which includes the State of Hawaii General Excise Tax of four point seven one  
two percent (4.712%)):

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

The extended contract term shall be for an additional **twenty-four (24) months**  
**or portion thereof as determined by HHFDC in its sole discretion.**

ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

Project: Villages of Kapolei Tree Services  
Kapolei (Ewa), Oahu, Hawaii, TMKs (1) 9-1: Various  
IFB No. 23-003-K85-S

This is to certify that the undersigned understands and agrees to the provisions for liquidated damages contained in the bid to which this acknowledgement is attached, and that submittal of a bid constitutes acceptance of the provision and amount of liquidated damages for delay that shall assessed at \$150.00 per calendar day.

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

Firm: \_\_\_\_\_

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

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

WAGE CERTIFICATE

Project: Villages of Kapolei Tree Services  
IFB No. 23-003-K85-S

The undersigned vendor hereby certifies that in performing the services required for the above Project, the services will be performed under the following conditions pursuant to section 103-55, Hawai'i Revised Statutes:

- a. **Wages.** The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. For contracts for 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; and
  
- b. **Compliance with labor laws.** 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, 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.

The wage rate schedule is available online at the State of Hawaii Department of Human Resources Development website:

<https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

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

Firm: \_\_\_\_\_

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

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

**BIDDER INFORMATION**

Bidder must provide the following information:

1. Name of Bidder \_\_\_\_\_  
(company)

Office Address \_\_\_\_\_

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

2. Bidder acknowledges that it is a (check one):

- Hawaii Business
- Compliant Non-Hawaii Business

3. Liability coverage is carried by:

Commercial General Liability: \_\_\_\_\_  
\_\_\_\_\_

4. General/Specialty Contractor License: \_\_\_\_\_

5. Listed below are the names and addresses of three references for whom the bidder has provided or is currently providing maintenance services similar to the services to be provided herein:

	<u>Agency or Firm</u>	<u>Address</u>	<u>Contact Person</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

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

FORM OF NON-DEFAULT AFFIDAVIT

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

\_\_\_\_\_, being first

duly sworn deposes and says:

That he is \_\_\_\_\_  
(a bidder, partner or officer)  
of the firm of \_\_\_\_\_,  
the party making the bid; that (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is not in arrears in any payment owned to the State of Hawaii or any of its political subdivisions or is not in default of any obligations to the State of Hawaii or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the State.

\_\_\_\_\_  
(Name of bidder if the bidder is an Individual)  
(Name of partner if the bidder is a partnership)  
(Name of officer if the bidder is a corporation)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, \_\_\_\_\_ Judicial Circuit, State of Hawaii

My commission expires \_\_\_\_\_, 20\_\_\_\_

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF HAWAII )  
 ) SS.  
 CITY AND COUNTY OF HONOLULU )

\_\_\_\_\_, being first

duly sworn deposes and says:

That he is \_\_\_\_\_  
 (a bidder, partner or officer)

of the firm of \_\_\_\_\_,  
 the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the State of Hawaii or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(Name of bidder if the bidder is an Individual)  
 (Name of partner if the bidder is a partnership)  
 (Name of officer if the bidder is a corporation)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, \_\_\_\_\_ Judicial Circuit, State of Hawaii

My commission expires \_\_\_\_\_, 20\_\_\_\_



FORM OF NON-GRATUITY AFFIDAVIT

Name of Project: \_\_\_\_\_

HHFDC Job No: \_\_\_\_\_

Contract No. \_\_\_\_\_

County of \_\_\_\_\_

Island of \_\_\_\_\_

The undersigned hereby certifies that he is the \_\_\_\_\_ of  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ : that in connection with the  
(Name of Individual, Partnership, or Corporation)

aforesaid project, he or its officers, representatives, agents, subcontractors or employees has (have) not given or made any Agreement to give to any Hawaii Housing Finance and Development Corporation (HHFDC) employees, the employees' relatives or agents, any gift or money or any other gift; or gratuity in any form whatsoever; has (have) not loaned any money or anything of value to any HHFDC, the employees' relatives or agents; has (have) not rented or purchased any equipment, or any form thereof, or supplies of any nature whatsoever from any Hawaii Housing Finance and Development Corporation employees, the employees' relatives or agents.

\_\_\_\_\_  
Signature and typed name of:  
Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

=====

STATE OF HAWAII	)	
	)	ss.
CITY AND COUNTY OF	)	

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ Judicial  
Circuit, State of Hawaii  
My Commission Expires: \_\_\_\_\_



**STATE OF HAWAII**  
**CONTRACT FOR GOODS OR SERVICES**  
**BASED UPON**  
**COMPETITIVE SEALED BIDS**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, \_\_\_\_\_,  
*(Insert name of state department, agency, board or commission)*  
 State of Hawaii ("STATE"), by its \_\_\_\_\_,  
*(Insert title of person signing for State)*  
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is \_\_\_\_\_ and \_\_\_\_\_ ("CONTRACTOR"), a \_\_\_\_\_,  
*(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)*  
 under the laws of the State of \_\_\_\_\_, whose business address and federal and state taxpayer identification numbers are as follows: \_\_\_\_\_

**RECITALS**

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to \_\_\_\_\_, the STATE  
*(Legal authority to enter into this Contract)*  
 is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:  
 (1) \_\_\_\_\_  
*(Identify state sources)*  
 or (2) \_\_\_\_\_  
*(Identify federal sources)*  
 or both, in the following amounts: State \$ \_\_\_\_\_  
 Federal \$ \_\_\_\_\_

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number \_\_\_\_\_ ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed \_\_\_\_\_

DOLLARS

(\$ \_\_\_\_\_), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR  is required to provide or  is not required to provide:  a performance bond,  a payment bond,  a performance and payment bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

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

**CONTRACTOR**

\_\_\_\_\_  
(Name of Contractor)

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

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

CORPORATE SEAL  
(If available)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be 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.



# STATE OF HAWAII CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"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 per cent (50%).

"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. (Section 84-3, HRS).

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR  is\*  is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

\* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

## CONTRACTOR

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

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_



STATE OF HAWAII  
**SCOPE OF SERVICES**

The CONTRACTOR shall provide all services set forth in the Bidding Documents (Invitation For Bids No. \_\_\_\_\_) and the CONTRACTOR's BID, both of which are incorporated herein by reference and made a part of the Contract. The CONTRACTOR's BID shall include all bid items described in the Form of Bid, pages P-1 through P-\_\_\_\_, as submitted by the CONTRACTOR on the Bid Opening date.

SAMPLE



STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

A. The CONTRACTOR shall be compensated for services performed under this Contract in a total amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which includes the 4.712% State General Excise Tax and markup, as set forth in the Invitation for Bids and CONTRACTOR's bid. Any additional State General Excise taxes shall be at the sole expense of the CONTRACTOR.

B. PAYMENT. Payment for work performed by the CONTRACTOR shall be made in accordance with paragraph 17 of the 103D General Conditions and Article 8 of the HHFDC General Conditions.

An original invoice referencing the contract number and describing the specific deliverable for which payment is being requested shall be directed to the HHFDC Section/Branch within 30 days from delivery of goods and/or services:

Project/Contract Manager  
Hawaii Housing Finance and Development Corporation  
Development Section  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

Contractor shall be paid upon acceptance of the deliverable, and receipt and approval of the invoice, by HHFDC. Payment shall be made to:

Accounts Receivable  
Contractor Name  
Contractor Payment Address

C. COST OR PRICING DATA. In accordance with section 103D-312, HRS and section 3-122-123, HAR, CONTRACTOR shall provide cost or pricing data or both in support of any price adjustment to the Contract involving aggregate increases or decreases in costs plus applicable profits expected to exceed \$100,000.



## STATE OF HAWAII

**TIME OF PERFORMANCE**

- A. **NOTICE TO PROCEED.** The CONTRACTOR shall not commence any work under this Agreement prior to receipt from the STATE of a written Notice to Proceed.
- B. **COMMENCEMENT OF THE WORK.** The CONTRACTOR shall commence work under this Agreement on the date indicated in the STATE's Notice to Proceed.
- C. **DURATION.** The time of completion for all the work described in the Form of Bid shall be within 1,460 calendar days after the date of commencement indicated in the Notice to Proceed. Any extension of time or implementation of the option period will require written approval of the STATE as stated in Paragraph 19 of the 103D General Conditions.
- D. **TERMINATION FOR CONVENIENCE.** The Contract may be terminated at any time pursuant to the Termination for Convenience clause set forth in paragraph 14 of the 103D General Conditions of the Contract. The STATE shall give written notice of the termination to the CONTRACTOR at least thirty (30) days prior to the effective date of such termination.
- E. **LIQUIDATED DAMAGES.** Liquidated damages shall be assessed in the amount of \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ per calendar day, in accordance with the term of paragraph 9 in the 103D General Conditions and the Special Conditions.
- F. **TERM OF CONTRACT.** The Contract for the initial period of 1,460 calendar days. Unless terminated, the contract may be extended without the necessity of re-bidding, for not more that one (1) additional seven hundred thirty (730) days period or part thereof, upon mutual agreement in writing prior to expiration of the Contract. The Contract price for the extended period shall remain the same or lower than the initial bid price or as specified in the second-term bid. The State will notify the Contractor, in writing, prior to the expiration of the Contract whether funds are available or not available for the continuation of the Contract for said succeeding contract extension period. In the event of cancellation, as provided in this paragraph, both parties will comply with 103D-315(c), HRS and 3-122-149(g), HAR.

This Contract is subject to approval of a Request for Exemption from Civil Service (RECS) every 12 months by the Department of Human Resources Development (DHRD). The contract may be terminated for convenience if such request is not approved.

- G. **MULTI-TERM CONTRACT.** This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Executive Director of the Hawaii Housing Finance and Development Corporation. The Contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract; however, this does not affect either the State's rights or the Contractor's rights under any termination clause of the Contract. Funds are available for only the initial term of the Contract, and the contractual obligation of both parties in each fiscal period succeeding the first initial term is subject to the appropriation and availability of funds to the HHFDC.



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).\*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

(Date)

(Print Name)

(Print Title)

\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)





STATE OF HAWAII  
SPECIAL CONDITIONS

A. Insurance Requirements

Contractor shall furnish certificate(s) of insurance to HHFDC as evidence of the existence of the insurance coverage required by State policy, in amounts not less than the amounts specified herein. Contractor shall maintain this insurance for the entire performance period of the Contract at the Contractor's own expense.

Contractor shall defend, indemnify, and hold harmless the HHFDC, the State of Hawaii and its departments, boards, and agencies, and all 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 officers, employees, agents or subcontractors.

a. Workers' Compensation

Contractor shall carry Workers' Compensation insurance in such form and amount to satisfy the applicable state Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii. Workers' Compensation insurance premium expense for the Project personnel may be reimbursed by the HHFDC upon review and approval.

b. Liability Insurance

Contractor shall carry commercial general liability and automobile liability, including products and completed operations coverage, and automobile liability insurance shall be written on occurrence form and contain broad form property damage and bodily injury coverage of a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Automobile insurance, and basic no-fault and personal injury protection as required by Hawaii laws, shall be no less than \$1,000,000 per accident. If CONTRACTOR does not own any automobiles, it shall maintain Hired & Non-Owned Automobile Liability coverage.

The Contractor shall provide immediate written notice to the contract administrator should any of the insurance policies evidenced on its Certificate of Insurance form be canceled, limited in scope, or not renewed upon expiration. Furthermore, each insurance policy required by the Contract shall contain the following clauses:

1. "The State of Hawaii and HHFDC is added as an additional insured with respect to operations performed for the State of Hawaii."
2. "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."



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

During the entire term of this Contract, the Contractor agrees to deposit with the HHFDC certificate(s) of insurance necessary to satisfy the HHFDC that the insurance provisions of this Contract are being complied with and to keep such insurance in effect and the current certificate(s) therefore on deposit with the HHFDC. Upon request of the HHFDC, the Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the HHFDC to exercise any or all of the remedies provided in this Contract for default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

**B. Wages, Hours, and Working Conditions of Employees of Contractors Performing Services.**

1. For services performed by laborers and mechanics, a certified copy of all payrolls shall be submitted weekly to 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.

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 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 days from the date of a written request by a governmental contracting agency or any authorized representatives thereof.

2. For contracts for services performed by laborers and mechanics, the governmental contracting agency shall:



STATE OF HAWAII

**SPECIAL CONDITIONS**

- (a) Pay or cause to be paid, within sixty days of a determination made by the contracting agency, directly to laborers and mechanics, from any accrued payment withheld under the terms of the contract, any wages or overtime compensation found to be due to laborers or mechanics under the terms of the contract subject to this section; and
- (b) Order any contractor to pay, within sixty days of a determination made by the contracting agency, any wages or overtime compensation that the contractor, or any of the contractor's subcontractors, should have paid to any laborer or mechanic under any contract subject to this section

C. Order of Precedence

The Contract Documents include:

- a. The Contract for Goods or Services Based Upon Competitive Sealed Proposals (the Contract), including the General Conditions (AG-008), Attachments S1 through S5, and any exhibits referenced in the Contract;
- b. Modifications, including change orders, field orders, and written amendments (supplemental contracts) to the Contract;
- c. IFB# 23-003-K85-S, as amended; and
- d. Contractor's response to IFB# 23-003-K85-S, as amended by Contractor's Best and Final Offer (BAFO).

In the event of conflicts or discrepancies among the Contract Documents, the documents shall govern in the following order:

- a. Modifications, with those dated the most current taking precedence;
- b. The Contract, with Attachment S5 Special Conditions taking precedence over the General Conditions;
- c. IFB# 23-003-K85-S, as amended; and
- d. Contractor's response to IFB# 23-003-K85-S, as amended by Contractor's BAFO.

The foregoing notwithstanding, the provision, section, and/or document most advantageous to the State shall control. Said controlling provision, section, and/or document shall be determined by HHFDC in its sole discretion.

## GENERAL REQUIREMENTS

### GENERAL

- 1.01 GENERAL PROVISIONS: The General Conditions of the Contract and any supplementary conditions as agreed upon between the HHFDC and the Contractor are a part of this Contract and shall govern the Work.
- A. DESCRIPTION OF PROJECT. This project shall cover tree services at the Villages of Kapolei, as described herein.
  - B. WORK AREAS. The work areas include those areas identified in the “Description of Areas” contained herein. Contractor shall review the identified areas in the field and inform HHFDC of any identified discrepancies between the identified areas and the field condition prior to commencement of work.
- 1.02 WORK COVERED BY THE CONTRACT DOCUMENTS:
- The Work includes but is not limited to the following:
- A. Removal and replacement of palms and trees.
  - B. Pruning of palms and trees.
  - C. Removal of trash and debris associated with work.
  - D. Removal of coconut fruits.
  - E. Inspection of general conditions.
  - F. Maintenance of any additional area not described herein within the Villages of Kapolei which is incorporated into the Work as agreed upon by HHFDC and the Contractor.
- 1.03 GENERAL REQUIREMENTS:
- A. SCOPE. The Contractor shall furnish supervision, labor, equipment and incidentals necessary to perform all work as described in these General Requirements and in the Bid Documents.
  - B. DESCRIPTION OF WORK. Refer to the Technical Specifications attached to this IFB for specifications and further description of the work to be performed.
  - C. WORK SCHEDULE. Prior to commencement of the work, the Contractor shall provide a schedule for the work to be completed. All scheduled work performed by the Contractor shall be in accordance with these General Requirements.

- D. WORK INSPECTION. Verification of completed work by the HHFDC Inspector is a requirement of this contract for the approval of payments to the Contractor. Therefore, the Contractor shall notify the HHFDC, at least seven (7) calendar days prior to submitting invoices for payment for work performed under this Contract. Failure to do so may delay the approval and processing of the requested partial payment.
- 1.04 TIME OF COMPLETION: The time of completion for all work in the Contract shall be as specified in the Form of Bid. Any extension of Contract time will be subject to the approval of the Executive Director as indicated in these General Requirements.
- 1.05 CONTINGENCY: An allowance, as specified in the Form of Bid, is reserved for unforeseen or emergency work related to this Contract. If necessary, additional inspection work shall be based on the unit prices as provided by the Contractor in the Form of Bid. The contingency allowance shall be applied to work only as authorized by HHFDC and performed by the Contractor. Work shall not commence on any allowance work prior to issuance of written authorization of HHFDC, except in emergency cases. Further, the HHFDC may require that the Contractor submit invoices, receipts or other information, prior to payment.
- 1.06 DESCRIPTION OF AREAS: Work shall be performed as required in these General Requirements and shall be limited to the areas described herein and as noted in the attached Figure(s), except as modified in writing by HHFDC. Unless otherwise specified or otherwise agreed to in writing by HHFDC, tree services shall be limited to: (a) for roadways, those trees on the roadway side planter strips of the sidewalks, from sidewalk to sidewalk (including medians); and (b) for non-road parcels, the entire parcel (such as the Kealanani Entry parcels and the Bisecting Park).

A. Major Roads and Bisecting Park:

1. Kealanani Avenue. The entirety of Kealanani Avenue from Farrington Highway to Kama'aha Avenue. This area also includes the landscaped parcels on both sides of the entry to Kealanani Avenue from Farrington Highway, as highlighted in the attached Figure(s) (the "Kealanani Entry parcels"). This area also includes the trees planted **behind** the sidewalks.
2. Kama'aha Avenue. The portion of Kama'aha Avenue starting at Fort Barrette Road, extending past Kapolei Parkway, and terminating at Kanio Street in Village 7 just past Kapolei Middle School. This area also includes the trees planted **behind** the sidewalks.
3. Kama'aha Loop. The medians of Kama'aha Loop, all of which is Makai of Kama'aha Avenue.

4. Kapolei Parkway: The portion of Kapolei Parkway between Fort Barrette Road and the bridge over the drainage channel at the eastern edge of the Villages of Kapolei.
  5. Bisecting Park: This area consists of approximately 2.4 acres bounded by Village 5, Village 6, Kapolei Parkway, and Kaiiau Avenue. This is a landscaped pedestrian area with no vehicular traffic.
  6. Kumu Iki Street. The entirety of Kumu Iki Street, from Kealanani Avenue to Kama'aha Avenue, within Village 1, Kumu Iki. This area also includes the landscaped lots on both sides of the entry to Kumu Iki Street from Kama'aha Avenue.
  7. Kuloa Avenue. The entirety of Kuloa Avenue, from Kealanani Avenue to Kama'aha Avenue, within Village 2, Aeloa.
  8. Namahoe Street. The entirety of Namahoe Street, within Village 2, Aeloa.
  9. Kowelo Avenue. The entirety of Kowelo Avenue, from Farrington Highway to Oaniani Street, within Village 3, Malanai. This area also includes the landscaped lots on both sides of the entry to Kowelo Avenue from Farrington Highway.
  10. Oaniani Street. The entirety of Oaniani Street, within Village 3, Malanai.
  11. Kekuilani Loop. The medians of Kekuilani Loop, both ends of which terminate at Kama'aha Avenue, within Village 4, Kekuilani.
- B. Minor Roads in Village 1. All other roads within Village 1, Kumu Iki. Refer to the attached Figure 1.
  - C. Minor Roads in Village 2. All other roads within Village 2, Aeloa, excluding roads within the self-contained developments of Villas at Aeloa, Aeloa Terrace, and Aeloa Elderly. Refer to the attached Figure 1.
  - D. Minor Roads in Village 3. All other roads within Village 3, Malanai, excluding roads within the self-contained development of Malanai Iki. Refer to the attached Figure 1.
  - E. Minor Roads in Village 4. All other roads within Village 4, Kekuilani, excluding roads within the self-contained developments of Kekuilani Gardens, Kekuilani Villas, and Kekuilani Courts. Refer to the attached Figure 1.
  - F. Minor Roads in Village 5. All other roads within Village 5, Iwalani, excluding roads within the self-contained development of Nohona 1. Refer to the attached Figure 1.

G. Minor Roads in Village 7. All other roads within Village 7, Kapolei Kai. Refer to the attached Figure 1.

H. LIST OF FIGURES:

The figure(s) below are not to scale:

Figure 1      Map of Areas of work with included roads, entry parcels and the Bisecting Park highlighted (“Areas of Work”).

All discrepancies between the conditions described herein and those observed in the field shall be reported to HHFDC in a timely manner.



Lot 2

"Northwest Corner"

Malanai Iki

Village 3 Malanai

Kapolei Golf Course

Village 2 Aeloa

Villas at Aeloa

Aeloa Terrace

Aeloa Elderly

Village 1 Kumu Iki

Village 4 Kekuilani

Nohonas 2 / 3

Kekuilani Village

Kekuilani Gardens

Kekuilani Villas

Kealakai

Pae Ko Gardens

Rec. Cntr. 2

Rec. Cntr. 1

Kapolei Elementary School

Kekuilani Courts

Village 6 Maluohai (DHHL)

Village 5 Iwalani

Village 4 Kekuilani

Nohonas 1

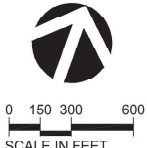
Kapolei Middle School

9-Acre Vacant Parcel

Kapolei High School

Village 8 Kaupea (DHHL)

Village 7 Kapolei Kai



NOTE: Information provided is based on City and County of Honolulu GIS Data.

LEGEND

- Major Roads & Bisecting park
- Village 1 Minor Roads
- Village 2 Minor Roads
- Village 3 Minor Roads
- Village 4 Minor Roads
- Village 5 Minor Roads
- Village 7 Minor Roads

CAD DRAWING:
SCALE: AS SHOWN
DATE:
PROJECT:

VILLAGES OF KAPOLEI

AREAS OF WORK  
Figure 1



# TECHNICAL SPECIFICATIONS OUTLINE

PART 1 - GENERAL .....	2
1.01    GENERAL PROVISIONS .....	2
1.02    DESCRIPTION .....	2
1.03    WORK BY OTHERS .....	5
PART 2 - PRODUCTS .....	5
2.01    HERBICIDES AND WEED CONTROL .....	5
2.02    INSECTICIDES .....	5
2.03    SCREENED TOPSOIL .....	5
2.04    SOIL AMENDMENTS .....	5
PART 3 - EXECUTION .....	6
3.01    INSPECTION .....	6
3.02    PROTECTION OF EXISTING PLANTS, IRRIGATION AND OTHERS .....	6
3.03    GENERAL MAINTENANCE .....	6
3.04    INSECT AND DISEASE MANAGEMENT .....	6
3.05    TREE MAINTENANCE .....	7
3.06    FREQUENCY OF MAINTENANCE .....	8
3.07    TRIMMING OF STREET TREES UNDER SCHEDULE .....	9
3.08    TRIMMING OF STREET TREES UNDER CONTINGENCY .....	11

## TECHNICAL SPECIFICATIONS

### PART 1 - GENERAL

#### 1.01 GENERAL PROVISIONS

- A. The General Conditions of the Contract and any Supplementary Conditions as agreed upon between the HHFDC and the Contractor are a part of this Contract and shall govern the Work.

#### 1.02 DESCRIPTION

- A. The Contractor shall furnish all supervision, licenses, transportation, labor, equipment and materials as necessary to perform all specified tasks:
  - 1. All equipment shall be of such type as to accurately and effectively perform the task intended and to cause no hazards or dangers to the properties, residents, and pedestrians of Kapolei while doing so. Equipment shall be maintained in good condition so as not to produce excessive noise or noxious fumes beyond normal function.
  - 2. All materials used shall be of such type and quality as to accurately and effectively perform as intended and shall do so without damage to the properties or danger to the tenants and pedestrians.
  - 3. All personnel employed by the Contractor shall be thoroughly and correctly trained by the Contractor. All personnel employed by the Contractor shall wear company uniforms at all times as supplied by the Contractor. The Contractor shall be responsible for all safety training of its employees and its subcontractors.
  - 4. The Contractor shall provide qualified supervision to direct all contracted personnel and maintenance operations at all times.
  - 5. All work shall be performed by trained, properly supervised personnel in accordance with the highest level of accepted standards and horticultural practices. All chemicals will be applied by licensed personnel only. (See also Part 1.03, paragraph B.)
  - 6. Materials shall always be applied in strict accordance with manufacturer's directions. Where alternate products are available, the Contractor must present optional products to the HHFDC to compare environmental impacts of each product.

7. **Adequate personnel and equipment meeting or exceeding the standard of care common in the industry shall be provided to permit the timely completion of all operations. Contractor must provide sufficient personnel and equipment to perform all requirements of the Contract in a timely manner. Failure to perform in a timely manner shall not be excused when due to Contractor's unwillingness, inability, or failure to provide sufficient personnel and equipment.**
8. Rubbish and debris such as clippings and trimmings shall be removed from the site at the end of each day at the Contractor's expense.
9. The Contractor shall submit a detailed inspection or completion report for presentation to the HHFDC **upon the completion of any work**. This report is to document precisely all work performed, by specific location, for the HHFDC's records, including date, chemicals applied if any, and all observations of the general condition of the plants in the areas covered.
10. The Contractor shall be responsible for the repair of any and all damages resulting from his or her activities while working on site at no additional cost. If the Contractor is not able to make all required repairs, the HHFDC shall contract for the repairs necessary and deduct the costs from the Contractor's next month invoices.
11. The Contractor shall provide and use all applicable safety and warning equipment including, but not limited to, temporary signage, lights, flagmen, etc., at all times while working on this contract. Any safety feature shall not be removed from the equipment. All vehicles must not exceed the posted speed limit and must obey all traffic laws and regulations.
12. The Contractor shall provide a list of phone numbers of personnel who can be contacted in case of an emergency at the project site. The Contractor shall also provide personnel, equipment, and materials to repair or replace any damaged items of work. Work to be done in the event of an emergency shall conform to Paragraph 7.17.8 of the HHFDC General Conditions. The Contractor shall provide initial response to call-out within one hour of call-out, and have personnel on-site within three hours of initial notification.

- B. The Contractor shall adhere to the State Department of Health, State Department of Agriculture, and U.S. Department of Agriculture

## Regulations for Commercial Application of Pesticides.

1. All pesticide applicators shall be licensed or directly supervised by a licensed applicator. All licenses shall be for commercial application and shall be updated with the current category. Licensed applicator shall have training and experience in ornamental and turf pest control.
  2. The Contractor shall inform the HHFDC of the pesticides, herbicides, fungicides and other chemical applications to be used prior to application. The Contractor shall submit copies of product data sheets, labels, and material safety data sheets of all chemical applications to be used to the Contracting Officer. The Contractor shall provide a minimum two weeks written notice prior to any chemical application.
  3. Upon completion of each chemical application, the applicator shall record all information on a data sheet and submit on a monthly basis to the Contracting Officer.
- C. The Contractor shall be responsible for labor and materials used for maintenance:
1. All contracted personnel shall comply with the instructions pertaining to conduct and building regulations issued by duly appointed officials, such as building directors, inspectors, managers, guards, etc.
  2. All existing and new plant material shall be replaced at the Contractor's expense if the death or damage of the plant was caused by negligence or a direct act by the Contractor. Plant material shall be replaced by the HHFDC if the death or damage occurred outside of the Contractor's control. All replacement plant material shall be in excellent health and acclimated. It shall be of type and habit indicative of the species and shall be of the same size, type, and habit as the plant being replaced, unless otherwise determined by the HHFDC. The HHFDC reserves the right to select, examine, and inspect any and all replacement plant materials and to reject any material determined to be unacceptable.
- D. The maintenance personnel for the Contractor shall limit their activities to maintenance tasks only and shall not perform any installations at any time unless the Contractor has received approval from the HHFDC.
- E. The Contractor shall not perform work not called for in this Contract

without the request and approval by the Director of HHFDC. Extras shall be submitted as a written proposal showing the itemized cost of labor, equipment, and materials.

### 1.03 WORK BY OTHERS

- A. Work by others may be accomplished during the maintenance period. The Contractor shall permit access by other contractors and the HHFDC to the Project as may be required to complete their work. The Contractor shall coordinate with the other contractors (directly or through the Contracting Officer) to determine when their work may be scheduled.

## PART 2 - PRODUCTS

### 2.01 HERBICIDES AND WEED CONTROL

Use currently recommended and approved herbicides for weed control.

### 2.02 INSECTICIDES

As noted in Part 3.04, insecticides shall be used in specific applications only. Use currently recommended and approved pesticides for pest control. Provide product label of insecticide, name of insect or pest, and plant material infested to Contracting Officer for review before applying insecticide.

### 2.03 SCREENED TOPSOIL

Natural, fertile, friable soil free from stones, noxious seeds, weeds (especially nut grass), roots, and subsoil in any quantity. Red Humic Latasol soils, or types known as "Palolo Clay" or "Lualualei Clay" will not be accepted.

### 2.04 SOIL AMENDMENTS

- A. Organic Compost: ½" minus 'Menehune Mulch' distributed by Hawaiian Earth Products, Ltd.; or approved equal
- B. Redwood Shavings: Nitrogen stabilized and passing through a 1/4" screen.

## PART 3 - EXECUTION

### 3.01 INSPECTION

The Contractor will inspect the existing site conditions under which the Work will be performed. The Contractor shall not proceed until all unsatisfactory conditions have been corrected. The Contractor shall immediately notify the Contracting Officer of any discrepancies.

- A. Periodic inspections may be held at the Project site. The Contractor or its designated representative shall be present at each inspection.
- B. After each inspection, if the HHFDC determines that all work has been performed in accordance with the specifications, the HHFDC shall confirm its acceptance of the work and shall process the payment. If all or portions of the work are not acceptable under the terms and intent of the Specifications, the payment may be withheld for that portion of the work until that work is completed or corrected to the satisfaction of HHFDC.

### 3.02 PROTECTION OF EXISTING PLANTS, IRRIGATION AND OTHERS

The Contractor shall be held responsible for all existing plants, irrigation systems and other landscape conditions and all work must be protected to the satisfaction of the HHFDC.

### 3.03 GENERAL MAINTENANCE

**General maintenance shall include but is not limited to trimming and pruning in all areas as described in the Description of Areas.** The Contractor shall maintain the areas in a neat and orderly manner. All clippings, branches, debris, and rubbish which are accumulated during the day by the Contractor shall be bagged and hauled immediately or at the end of the work day. Contractor shall also inspect the general condition of the trees and palms and shall report its findings to HHFDC with its activity reports.

### 3.04 INSECT AND DISEASE MANAGEMENT

- A. The Contractor shall be responsible for the detection, monitoring and controlling of all insects, diseases and plant problems. The Contractor shall be aware of the potential insect pests and diseases and shall make regular and thorough inspections of all plant material. At a minimum, Contractor shall perform such inspections at the time that those trees are trimmed/pruned. Contractor shall submit proposals for work required to treat identified conditions as a written proposal showing the itemized cost of labor, equipment, and materials, and shall perform such work only upon receiving written authorization from HHFDC. Contractor shall treat as

necessary using products and methods that target the disease or insect pest with minimal residue effects.

### 3.05 TREE MAINTENANCE

#### A. Pruning:

In all pruning operations, be sure that cuts are flush with the branch or trunk from which they are removed. When pruning, always make the major cuts first, and then even-up the remaining plant. Use a thinning technique when removing the older growth from the base of the plant and be careful not to make all the cuts on one side of the plant. Remove the older branches at evenly spaced intervals, so that when pruning is finished, the plant will still retain its natural graceful shape. When the base pruning is finished, the plant will still retain its natural graceful shape. When the base pruning has been completed, it may be necessary to remove a few small branches at the top, and occasional larger branches to keep the plant in good form.

1. Trees: Trees shall be pruned in accordance with landscape industry standards and guidelines published by the University of Hawaii at Manoa, College of Tropical Agriculture and Human Resources (“CTAHR”). Structural pruning of all trees shall only be performed after notifying the HHFDC to discuss type of pruning, percent of canopy to be reduced and maximum cut size. The CTAHR publication may be accessed on the internet through the following link: <http://www.ctahr.hawaii.edu/oc/freepubs/pdf/L-8.pdf>. The CTAHR publication is also available at HHFDC. No tree shall be pruned more than 50% of the existing tree cover, unless otherwise directed by HHFDC.
2. Any trees that are pruned contrary to these specifications to the point that aesthetic damage is suffered and/or the health of the plants is jeopardized, shall be replaced entirely at the Contractor's expense with plants of equal size and character.
3. All coconut palm fruits to be removed at least once every six (6) months. Coconuts larger than 2" and hanging fronds from palm trees shall be immediately removed.
4. All dead wood shall be removed from trees.
5. The Contractor shall trim and prune street trees which are overgrown or are in direct conflict with pedestrian and vehicular traffic upon notification by HHFDC. The Contractor shall be

required to obtain knowledge of the species of street trees to be pruned, taking into account the characteristics of the trees, and shall prune the trees accordingly. Most street tree species planted within the villages are as follows (this list may not be inclusive, Contractor is responsible for verifying in the field and reporting any identified inaccuracies to HHFDC):

- a. **Autograph Tree** (*Shown on drawings as Clusia Rosea*)
- b. **Allspice** (*Shown on drawings as Pimenta Officinalis*)
- c. **Coconut Palm**
- d. **Fern Tree** (*Shown on drawings as Filicium Decipiens*)
- e. **Fiddlewood** (*Shown on drawings as Citharexylum Spinosum*)
- f. **Fiji Fan Palm** (*Shown on drawings as Pritchardia Pacifica*)
- g. **Formosan Koa**
- h. **Hong Kong Orchid** (*Shown on drawings as Bauhinia Blakeana*)
- i. **Jack-in-the-Box** (*Shown on drawings as Hernandia Sonora*)
- j. **Kou, True** (*Shown on drawings as Cordia Subcordata*)
- k. **Kou, Haole** (*Shown on drawings as Cordia Sebestena*)
- l. **Loulu Fan Palm**
- m. **Madagascar Olive** (*Shown on drawings as Noronhia Emarginata*)
- n. **Milo** (*Shown on drawings as Thespesia Populnea*)
- o. **Monkeypod** (*Shown on drawings as Samanea Saman; Albizia Saman appears to be the current standard name*)
- p. **Pink Tecoma** (*Shown on drawings as Tabebuia Pentaphylla; Tabebuia Rosea appears to be the current standard name*)
- q. **Queen Palm**
- r. **Rainbow Shower** (*Shown on drawings as Cassia x Nealiae*)
- s. **Rainbow Shower – “Wilhelmina Tenney” variety** (*Shown on drawings as Cassia Javanica x Fistula*)
- t. **Silver Buttonwood** (*Shown on drawings for Village 1 as Conocarpus Erectus var. Argenteus and for Village 3 as just Conocarpus Erectus*)
- u. **Silver Trumpet** (*Shown on drawings as Tabebuia Argentea*)
- v. **Tulipwood** (*Shown on drawings as Harpullia Pendula*)
- w. **Upright Bottlebrush** (*Shown on drawings as Callistemon Lanceolatus*)

### 3.06 FREQUENCY OF MAINTENANCE

The Contractor shall perform the work required to maintain the areas complete and in a neat manner in accordance to the minimum frequency noted in the table below. In the event that the areas have not been maintained properly in accordance with the Contract Documents, the minimum frequency shall be used



as the basis for contract sum deductions for the non-conforming areas.

AREA DESCRIPTION	Period	Minimum Frequency per Period
Major Roads, Vacant Parcel, and Bisecting Park (Refer to Description of Areas)	Every 6 Months	Once
Minor Roads in Village 1	Every 12 Months	Once
Minor Roads in Village 2	Every 12 Months	Once
Minor Roads in Village 3	Every 12 Months	Once
Minor Roads in Village 4	Every 12 Months	Once
Minor Roads in Village 5	Every 12 Months	Once
Minor Roads in Village 7	Every 12 Months	Once

3.07 TRIMMING OF STREET TREES UNDER SCHEDULE

The quantities shown in the table below indicate **ESTIMATES** of the number of street trees in the major backbone roads and medians which shall be the basis for the bid. All trees within the description of areas shall be serviced. All trees within the limits of each area described in the Description of Areas shall be treated as a group. **Contractor shall visit the site in person to confirm the quantity, type, and location of street trees to be serviced.**

*(Table may appear on the following page.)*

<b>AREA DESCRIPTION</b>	<b>NUMBER AND TYPE OF TREES (See Note 1)</b>
Kealanani Entry parcels	10 palms (coconut)
Kealanani Avenue	19 trees (Monkeypod); 93 trees (Rainbow Shower – “Wilhelmina Tenney” variety)
Kamaaha Avenue	31 trees (Monkeypod); ~157 trees (Rainbow Shower – “Wilhelmina Tenney” variety); 17 trees (unknown types)
Kamaaha Loop	10 trees (Rainbow Shower – “Wilhelmina Tenney” variety)
Kapolei Parkway	7 trees (Monkeypod)
Bisecting Park	24 palms (Loulou Fan Palm); 13 trees (Monkeypod); ~13 other trees (possibly Plumerias)
Kumuiki Entry parcels	10 palms (coconut); ~10 other palms and trees (unknown types)
Kumuiki Street	10 trees (Jack-in-the-box)
Kuloa Avenue	6 palms (unknown types); 81 other trees (unknown types)
Namahoe Street	30 trees (unknown types)
Kowelo Entry Parcels	5 palms (coconut); 3 other trees (unknown types)
Kowelo Avenue	6 trees (Monkeypod); 19 trees (Pink Tecoma)
Oaniani Street	65 trees (Tabebuia Argentea)
Kekuilani Loop	3 trees (Monkeypod)
<b><i>SUBTOTAL: MAJOR ROADS AND BISECTING PARK:</i></b>	<b><i>~ 650 (rounded)</i></b>
Village 1 (Kumu Iki) Minor Roads	31 trees (Various types: Madagascar Olive, Silver Buttonwood, True Kou, Haole Kou, Tulipwood, Upright Bottlebrush)
Village 2 (Aeloia) Minor Roads	96 trees (Various unknown types)
Village 3 (Malanai) Minor Roads	82 trees (Various types: Haole Kou, Pink Tecoma, Silver Trumpet, Silver Buttonwood)
Village 4 (Kekuilani) Minor Roads	80 trees (Various types: Pink Tecoma, Fiddlewood, Allspice)
Village 5 (Iwalani) Minor Roads	170 trees (Various types: True Kou, Rainbow Shower, Hong Kong Orchid, Fern Tree, Autograph)
Village 7 (Kapolei Kai) Minor Roads; Kama’aha Avenue	89 trees (Various unknown types)
<b><i>SUBTOTAL: MINOR ROADS:</i></b>	<b><i>~550 (rounded)</i></b>
<b><i>TOTAL (ESTIMATE ONLY):</i></b>	<b><i>~1,200 (rounded)</i></b>

NOTE 1: Tree types are listed to the best of HHFDC's knowledge as of the writing of this IFB. If type of tree is not noted, then that information was not available during the writing of this IFB. Contractor must visit site to verify tree numbers and types.

### 3.08 TRIMMING OF STREET TREES UNDER CONTINGENCY

Street tree trimming under Contingency shall be performed on an individual tree basis based upon the growth and spread of the tree. HHFDC shall identify these trees for the Contractor at which time the Contractor shall trim and prune trees. The price for each tree shall be charged on an individual basis at the unit price indicated in the Bid Schedule.

# 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:

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





STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. \_\_\_\_
TO CONTRACT

(Insert contract number or other identifying information)

This Supplemental Contract No. \_\_\_\_\_, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, between the Hawaii Housing Finance and Development Corporation \_\_\_\_\_, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Executive Director \_\_\_\_\_, (Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is \_\_\_\_\_, and

\_\_\_\_\_ ("CONTRACTOR"),

a \_\_\_\_\_ (Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of \_\_\_\_\_, whose business address and federal and state taxpayer identification numbers are as follows: \_\_\_\_\_

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract

(Insert contract number or other identifying information)

dated \_\_\_\_\_, \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_
dated \_\_\_\_\_, \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_
dated \_\_\_\_\_, \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_
dated \_\_\_\_\_, \_\_\_\_\_ (hereafter collectively referred to as "Contract"), whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
Recognize the CONTRACTOR'S change of name.

FROM: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As set forth in the documents attached hereto as Exhibit \_\_\_\_\_, and incorporated herein.

A tax clearance certificate from the State of Hawaii  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Title)*

\_\_\_\_\_  
*(Date)*

**CONTRACTOR**

**CORPORATE SEAL**  
**(If available)**

\_\_\_\_\_  
*(Name of Contractor)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Title)*

\_\_\_\_\_  
*(Date)*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

CONTRACTOR'S CERTIFICATION OF PAYMENT

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements;
- (3) Any money paid to the prime contractor from previous payments have been dispersed to subcontractors and suppliers within ten (10) days after receipt of the money, in accordance with the terms of the subcontract agreements;
- (4) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

[ 103-10.5: H.R.S. - Prompt Payment and HUD-5370, General Conditions, Item 27 ]

**\*\* NOTE: This form shall be submitted with each and every payment request.**

Company Name \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Payment Request No. \_\_\_\_\_

HHFDC Job # \_\_\_\_\_ Contract # \_\_\_\_\_

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

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT**  
**(Reference §3-122-112, HAR)**

**Reference:** \_\_\_\_\_  
(Contract Number) (IFB/RFP Number)

\_\_\_\_\_ affirms it is in  
(Company Name)  
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: \_\_\_\_\_

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

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

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

CONTRACTOR'S WAIVER AND RELEASE OF LIEN

The undersigned, \_\_\_\_\_ ("CONTRACTOR"), has furnished to Hawaii Housing Finance and Development Corporation ("HHFDC"), labor and materials for incorporation or use in improvements on the following job:

Project Name: Villages of Kapolei Electrical and Street Light Maintenance

Project Location: Kapolei (Ewa), Oahu, Hawaii

HHFDC Job No.: 22-003-K85-S

situated on real property, being Tax Key: (1) 9-1-016: 126, various, located at Kapolei (Ewa), Oahu, Hawaii.

In order to induce the HHFDC to pay the sum of \$ \_\_\_\_\_, to CONTRACTOR, the undersigned hereby releases the HHFDC, the State, and the owner of the above described real property, from any claims, and do hereby expressly waive and release any and all lien rights which the undersigned have or may have, against the improvements and/or the real property described above under Section 507-41, et seq., Hawaii Revised Statutes, as amended, for the furnishing of labor and/or materials up to and including \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

By \_\_\_\_\_  
Its

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Address)

**WORK COMPLETION AND INSPECTION REPORT  
VOK TREE SERVICES**

**SAMPLE**

Villages of Kapolei Tree Services  
Inspection Checklist  
For the Month of:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

#	Item Location (All items are tree trimming):	Date Completed:	Notes: <i>(Make notes about individual trees on 2nd page of report form)</i>
1	Major Roads, Vacant Parcel, and Bisecting Park a) Kealanani Avenue b) Kamaaha Avenue c) Kamaaha Loop d) Kapolei Parkway e) Bisecting Park f) Kumuiki Street (in Village 1) g) Kuloa Avenue (in Village 2) h) Namahoe Street (in Village 2) i) Kowelo Avenue (in Village 3) j) Oaniani Street (in Village 3) k) Kekuilani Loop (in Village 4)		# & location of trees trimmed:  # & location trees trimmed:  # & location trees trimmed:  # & location trees trimmed:  # & location trees trimmed:  # & location trees trimmed:  # & location trees trimmed:  # & location trees trimmed:  # & location trees trimmed:  # & location trees trimmed:
2	Village 1 Minor Roads		Roads/areas serviced:
3	Village 2 Minor Roads		Roads/areas serviced:
4	Village 3 Minor Roads		Roads/areas serviced:
5	Village 4 Minor Roads		Roads/areas serviced:
6	Village 5 Minor Roads		Roads/areas serviced:
7	Village 7 Minor Roads		Roads/areas serviced:

**Make notes about individual trees on 2nd page of report form**

**Individual Tree Notes (specify location of each tree noted using nearest address or street light pole number):**

**Examples of Individual Tree Notes:**

- Tree is damaged (note recommended action).
- Tree needs to be replaced - immediately (note reason, for example, immedate danger of falling, etc.).
- Tree needs to be replaced - non-urgent (note reason, for example, can no longer be trimmed without risk of killing it).
- Tree has caused damage to surroundings (for example, roots have damaged sidewalk, etc.).
- Tree is nearing or encroaching on power or data lines.
- Tree has become too tall (note reason/effect).
- Car in way, tree not trimmed (note license plate number).
- Item mounted to tree (describe).
- Tree needs other attention (for example, young tree needs additional support)