

Department of Accounting and General Services
Central Services Division

REQUEST FOR PROPOSAL
CSDR-26-031-O

Furnish All Labor, Equipment, Tools, Materials, and
Transportation to Perform all Operations in
Connection with Furnishing Coconut and Palm
Tree Trimming Services at Various State Facilities
on the Island of Oahu

ISSUE DATE: JUNE 30, 2026

DUE DATE: August 7, 2026, 2:00 PM HST

PROPOSALS WILL BE RECEIVED BY THE DUE DATE SPECIFIED IN SECTION ONEVI. RFP
SCHEDULE AND SIGNIFICANT DATES AND SHALL BE SUBMITTED TO THE HAWAII STATE
E-PROCUREMENT (HiePRO) ACCESSIBLE AT <https://hiepro.ehawaii.gov>.

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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

I. INTRODUCTION

The Department of Accounting and General Services - Central Services Division (DAGS/CSD) is requesting proposals to furnish all labor, equipment, tools, materials, and transportation to perform all operations in connection with furnishing coconut and palm tree trimming services at various State facilities on the island of Oahu for the DAGS/CSD as set for in this Request for Proposal (RFP), including these specifications, Special Provisions and General Conditions. The award of the contract will be subject to the availability of funds.

11. CANCELLATION OF SOLICITATION AND REJECTION OF OFFERS

The solicitation may be cancelled, or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §3-122-95 through 3-122-97, HAR.

III. SELECTION BASIS FOR CONTRACT AWARD

The award will be based on a scoring system. If there is only a single offer, an award may be given provided the Procurement Officer determines in writing that the price submitted is fair and reasonable. The offer may be rejected if the price is not fair and reasonable.

IV. CONTACT PERSON

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

The RFP Coordinator: Charmaine Matsuura
Email: charmaine.n.matsuura@hawaii.gov

Contract Administrator: Gerald Shioji
Email: gerald.m.shioji@hawaii.gov

Issuing Office: Department of Accounting and
General Services - Central Services Division
729 Kakoi Street
Honolulu, Hawaii 96819

V. TERMS AND ACRONYMS

Procurement Officer	DAGS/CSD Administrator or his designee
State	State of Hawaii
DAGS/CSD	Department of Accounting and General Services - Central Services Division, 729 Kakoi Street, Honolulu, Hawaii 96819
CA	Contract Administrator
Offeror	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a proposal for the good, service, or construction contemplated.
HRS	Hawaii Revised Statutes
HAR	Hawaii Administrative Rules
HlePRO	State of Hawaii eProcurement System
AG	Attorney General
GC	General Conditions, Form AG-008, Rev. 4/15/2009 issued by the Attorney General (AG)
RFP	Request for Proposals
GET	General Excise Tax

VI. RFP SCHEDULE AND SIGNIFICANT DATES

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

Release of Request for Proposals	6/30/26
Due date to Submit Questions	7/13/26, 2:00 PM H.S.T.
Responses to Questions	7/17/26, 4:00 PM H.S.T.
Proposal Due date/time* (HlePRO submission only)	8/7/26, 2:00 PM H.S.T.
Proposal Evaluations (approximate)	8/10/26 – 8/14/26
Discussion with Priority Listed Offerors (if necessary)	8/17/26 – 8/19/26
Best and Final Offer (if necessary)	8/20/26 – 8/24/26
Notice of Award (approximate)	8/26/26
Contract Start Date (approximate)	9/15/26

NOTE: THERE ARE NO EXCEPTIONS TO THE PROPOSAL DUE DATE UNLESS THE DATE IS AMENDED IN WRITING BY THE RFP COORDINATOR.

VII. QUESTIONS AND ANSWERS PROIR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in VI. RFP Schedule and Significant Dates found on previous page. The State will respond to questions through Addenda by the date specified in VI. RFP Schedule and Significant Dates. All proposals, including necessary forms, shall be submitted electronically in HiePRO. Once the HiePRO window for submissions closes, there will be no alternate means of submitting a proposal.

**SECTION TWO
BACKGROUND AND SCOPE OF
WORK**

I. BACKGROUND

The State of Hawaii DAGS/CSD is responsible for providing coconut and palm tree trimming services at various State facilities on the island of Oahu. This RFP is specific to the list of State public libraries listed in Attachment G - Service Sites.

This RFP includes annual tree trimming in its entirety at those libraries listed OR to select individually trees that the State desires to trim based on availability of funds.

The total quantity of trees to be trimmed at each library is estimated. The Contractor shall be paid only for those trees trimmed.

II. SCOPE OF WORK

The Contractor shall furnish all labor, equipment, tools, materials, and transportation to perform all operations in connection with furnishing tree trimming services at various State public libraries on the island of Oahu for the DAGS/CSD as set forth in this RFP.

III. DESCRIPTION OF WORK

A. WORK SCHEDULE

1. The State anticipates the start of the Contract shall be September 15, 2026, and the end of the Contract shall be September 14, 2027. During this Contract period, all services shall be completed by September 14, 2027. Work shall not commence earlier than the official commencement date on the Notice to Proceed.
2. Work shall be performed between the hours of 8:30 am and 4:40 pm, Monday through Friday

Work may be performed between the hours of 8:30 am and 4:30 pm on any Saturday, Sunday or State Holiday. Trimming on Saturday, Sunday or State Holidays is subject to review and approval by the Contract Administrator or his designated representative.

3. The Contractor shall submit a schedule indicating actual trim dates. The order of coconut and palm tree trimming at the facilities shall be the same order as the list of facilities listed in Attachment G – Service Sites unless otherwise modified. All changes must be approved by the Contract Administrator or his designated representative.

The schedule shall be submitted ten (10) working days prior to the start of trimming for approval by the Contract Administrator or his designated representative.

4. The Contractor shall trim coconut and palm trees three (3) times in this Contract per year. The trimming dates are:

1st trim between September and December

2nd trim between January and April

3rd trim between May and August

B. GENERAL

1. The primary objective of coconut and palm tree trimming services is to address and/or reduce potentially hazardous tree growth and growing conditions. The Contractor shall use standard arboricultural practices that maintain and improve the overall general health and aesthetic appearance of the trees. Trimming practices shall be based upon the tree's predictable responses to pruning cuts and should correct problems rather than create new ones.
2. All work shall be performed in accordance with all applicable Federal, State and County rules and regulations. The Contractor is responsible for obtaining and paying for all necessary licenses, certifications, and permits, including street usage permits and special duty police officers, necessary to perform the work.
3. Work shall also be in compliance with the current

version of: ANSI A300:Tree, Shrub and Other Woody

Plant Maintenance-
Standard Practices.
ANSI Z133.1-2006: Pruning, Trimming, Repairing, Maintaining, and
Removing Trees, and Cutting Brush-Safety
Requirements.
4. The Contractor **shall not subcontract** any of the tree

trimming services as provided under this Contract.

5. The Contractor shall provide and use safety signs and other barricades and other devices necessary for the safety and convenience of the general public. The Contractor shall at all times conduct his work to assure the least possible obstruction of public traffic without obstructing the free flow of traffic and public right-of ways.
6. The Contractor shall strictly adhere to all provisions of the Occupational Safety and Health Act (OSHA).
7. No vehicles will be allowed on lawn, other planting areas and walkways, unless otherwise authorized by the Contract Administrator or his designated representative. See the Section, Site Access, for further details.
8. Any damage to buildings, structures, vehicles, plants and other items in the area and adjoining properties shall be repaired and/or replaced by the Contractor at his own expense and to the satisfaction of the Contract Administrator (CA) or his designated representative and any injured party.
9. The Contract Administrator or his designated representative will routinely inspect the Contractor's work during any phase of the operations. These inspections shall be made to assess progress of work and determine acceptability of the Contractor's work.
10. The Contractor shall notify the Contract Administrator immediately:
 - a. If any damaged trees are found on site.
 - b. If unable to enter the site due to construction, obstacles, etc. that will prevent the completion of services.
 - c. If the grounds are saturated and to reschedule the service.
11. Adverse conditions which may require major field changes not stated in the contract must be reported to the Contract Administrator or his designated representative prior to commencement or continuation of work.
12. Pruning details and notes for the Contractor's reference are attached (See Attachment II and III). These details and notes are applicable for all trees under this Contract.

C. ARBORIST

1. All tree trimming work shall be performed under the direct supervision of a Certified Arborist. Multiple Certified Arborists may be used in the Contract.
2. The Certified Arborist shall be currently certified by the International Society of Arboriculture (ISA) and with at least five (5) years of work experience as an ISA Certified Arborist. Note: Provide appropriate qualification requirements for all Certified Arborist requested to work on this Contract.

The Contractor shall provide the full name with photo identification (driver's license is acceptable) of the Certified Arborist in his Bid Offer.

The Contractor shall provide a copy of the Certified Arborist's current ISA Certificate in his Bid Offer. The ISA Certificate shall include the certification number and expiration date.

The Contractor shall provide proof of the Certified Arborist's minimum five (5) year history of Certification as a Certified Arborist by providing copies of the Certified Arborist's past five years of expired ISA certificates in his proposal. These ISA certificates shall include the certification number and expiration dates.

All submittals may be subject to review and approval by the Contract Administrator or his designated representative.

Failure to provide the required documentation may result in rejection of Bid Offer.

3. The work experience required of the Certified Arborist includes:
 - a. Supervision of work similar in scope to that specified in this contract.
 - b. Knowledge and experience in the pruning practices and maintenance of tree species included in this contract.
 - c. A sound knowledge and understanding of local tree species and their growth rates.

- d. Possession of a thorough working knowledge of ANSI A300 and ANSI Z133.1 - 2006. See Attachment II and III respectively.
 - e. Demonstrated ability and experience to supervise the Contractor's crew to ensure the satisfactory completion of operations including, but not limited to ensuring proper clearances, proper pruning techniques, productivity, clean-up, safety, and compliance with the terms of this contract.
 - f. Experience in recognition, diagnosis, and examination of trees included in this contract for indication of hazardous conditions such as the presence of disease, decayed trunk or cracks, presences of termites, dead or dying trees, poor structure, or other structural stability and safety prior to climbers entering the trees.
4. The Certified Arborist shall fully represent the Contractor at the worksite. The Certified Arborist shall serve in the capacity or act on behalf of the Contractor. The Certified Arborist shall be competent to understand and carry out instructions which may be given by the Contract Administrator or his designated representative.
 5. The Certified Arborist shall always remain within visual or voice communication of all the crew(s) performing the tree trimming operations. The Certified Arborist shall have a cellular telephone while work is being performed on the Contract. The Contract Administrator or his designated representative may call the cellular phone to contact the Certified Arborist for any reason during the work being performed on the Contract.
 6. The Certified Arborist shall determine the trimming/servicing work to be performed based on the requirements listed in these Specifications and the Certified Arborist's arboricultural and horticultural knowledge and experience. The Certified Arborist shall provide complete supervision of all trees trimming work performed.
 7. The Certified Arborist shall determine if any trees to be trimmed exhibit conditions hazardous to vehicles, buildings, walls, paving, irrigation systems, planting and any other site amenities and the general public; and detrimental to the well-being of the tree. If such conditions exist, the Contractor shall immediately notify the Contract Administrator or his designated representative in writing

by e-mail. The written report shall indicate the results of the Certified Arborist's inspection and the Certified Arborist's palm tree trimming/servicing recommendations. The report shall be submitted to the Contract Administrator or his designated representative for his review. The Certified Arborist's tree trimming/servicing recommendations shall be made part of this Contract.

8. The Certified Arborist shall maintain certification by the International Society of Arboriculture (ISA) throughout the Contract period. The Certified Arborist shall be in compliance at all times with the Contract requirements.

In the event the Contractor fails to provide Certified Arborist at the worksite during any phase of ongoing tree operation; the Contract Administrator or his designated representative has the right to temporarily suspend work operation and/or terminate the Contract due to Contractor's non-compliance.

Work operation may resume upon approval by the Contract Administrator or his designated representative when the Contractor's non-compliant performance has been satisfactorily corrected for all non-performance issues.

Any losses resulting from work delays due to the Contractor's non-compliant performance shall be the sole responsibility of the Contractor and shall be promptly remedied by the Contractor at his own expense.

D. TRIMMING REQUIREMENTS

1. Coconut and Other Palms are located at the State facilities indicated in the Section, Facilities with Coconut and Other Palm Trees. The Contractor shall trim the type and quantity of palm trees as indicated for each facility on the Offer Form.
2. The Contractor shall use recognized arboricultural practices in trimming the palm trees as described below. The Contractor shall refer to Exhibits 1, 2, 3, and 4. These drawings show general trimming requirements.
3. **The Contractor shall not use spikes of any kind to climb any palm trees.** This restriction to using climbing spikes includes coconut palm trees. All past spiking injuries on coconut and other palm trees have healed over. Any fresh wound shall indicate the Contractor used spikes to climb the palm tree. If the Contractor has been found to have used spikes to climb a palm tree, the Contractor shall replace the spiked palm tree, regardless of extent

of damage, in the same type and size as the existing spiked palm tree without additional cost to the State. The replaced palm tree shall be maintained by the Contractor for 180 days.

4. Remove all excessive, dead, dry, dying fronds; and flowers and fruits at any stage of growth. Make clean cuts, close to the trunk. After trimming, the lowest fronds shall be roughly perpendicular to the trunk and parallel to horizontal grade.
5. The Contractor shall remove and dispose all trimmings and debris the same day the trimming was done. Dispose trimmings and debris at recycling facilities or disposal sites meeting requirements of all governmental agencies.

E. SITE ACCESS

1. An aerial lift vehicle or boom truck shall **not** be allowed on lawn areas planted over the basement garage of the following facilities:
 - a. Kalanimoku Building
 - b. State Capitol

At all other facilities not listed above, driving and parking vehicles to access the palm trees for trimming may be allowed. Only aerial lifts and boom trucks used to trim the palms trees will be allowed. If the Contractor desires aerial lifts or boom trucks to be driven on the lawn at any other facilities not listed above, the Contractor shall make request of the Contract Administrator or his designated representative.

2. Access may be allowed under the following conditions:
 - a. Ten (10) working days prior to trimming, the contractor shall submit a plan to the Contract Administrator or his designated representative indicating where he will use the aerial lift or any other type of truck or vehicle to access the palm trees for trimming.

The plan shall be subject to review and approval by the Contract Administrator or his designated representative.

The Contractor shall drive the lightest vehicle with appropriate reach on sidewalks and lawn areas.

- b. The vehicle route from driveway on to the sidewalk and lawn to access the palm trees shall be the shortest appropriate path.
- c. The Contractor shall request the Contract Administrator, or his designated representative show him the locations of irrigation system components, including but not limited to valves, irrigation heads, mains, laterals and other related items, prior to driving on the lawn.

Using this information, the Contractor shall place temporary flags and/or paint the grade with temporary paint at all valves, irrigation heads and other related items. If marked with flags, the Contractor shall completely remove all flags by the end of the workday; no flags shall be allowed to stand overnight.

- d. The Contractor shall avoid running over buried mains and laterals.
 - e. The Contractor shall not drive/park anywhere within the canopy of the any palm or tree in the facility.
 - f. The Contractor shall lay two (2) sandwiched 4' by 8' by 3/4" plywood pieces, or equal continuously under the tires while driving the vehicle on the grass from the sidewalk/street to the parking areas and shall be placed under each outrigger and tire when parked.
3. The Contractor may be allowed to drive and park on driveways and parking stalls controlled by the State of Hawaii. If the Contractor would like to use these driveways and parking stalls, the Contractor shall directly contact the DAGS, Automotive Management Division for information and request authorization to use the driveways and parking stalls. Contact the Automotive Management Division at (808) 586-0434.

The State of Hawaii, DAGS, Central Services Division will **not** provide coordination for the use of driveways and parking stalls controlled by the State of Hawaii. Coordination is the complete responsibility of the Contractor.

F. NESTING WHITE TERNS (See Attachment IV-White Tern Arborist Fact Sheet)

1. The Contractor shall be aware of white terns nesting in trees to be trimmed. The white terns are protected by government regulations. Per the attach flier, White Tern Arborist Fact Sheet, no person "shall or attempt to pursue, hunt, take, capture, kill, possess or transport any White Tern adult, egg, or chick, nor remove, damage, or disturb a White Tern nest."
2. The Contractor is fully responsible for meeting all the government rules and regulations as they apply to nesting white terns. See Attachment IV - White Tern Arborist Fact Sheet.
3. Prior to starting any work, the Contractor shall inspect all trees to be trimmed to determine if white terns are nesting. If there is evidence of nesting by white terns, the Contractor shall not trim the tree and immediately notify the Contract Administrator or his designated representative for direction.
4. While trimming, the Contractor shall be aware of white terns nesting in the tree being trimmed. If white terns are seen nesting in the tree being trimmed, the Contractor shall stop trimming and immediately notify the Contract

Administrator or his designated representative for direction.

G. COCONUT RHINOCEROS BEETLE

1. The Contractor must be fully aware of coconut rhinoceros beetles and its extremely serious threat to the landscape industry; specifically, the health and well-being of coconut, and similarly related, palm trees.

The Contractor shall inspect the coconut palm trees prior to trimming, during trimming and subsequent disposal of fronds and debris from the palm trees, for evidence of the coconut rhinoceros beetle.

2. If discovered, the Contractor shall employ appropriate protocol to contain the beetles within the facility. The Contractor shall call the State Pest Hotline (643-7378) to report the discovery and request course of action to contain the pest and properly dispose of the pest infested trimmings and debris. The Contractor shall inform, by email, the Contract Administrator, or his designated representative of the situation on the same day.
3. Failure to discover the beetles in infected palm trees will result in the Contractor paying for all costs associated with containment and removal of the infestation.

H. BUNGEE CORDS

1. After trimming the royal palm tree, the Contractor shall apply bungee cords around the frond sheaths. The frond sheaths are defined as the part of the cut frond still attached to the trunk of the palm tree.

The purpose of applying the bungee cords is to keep the frond sheaths in place on the palm tree until the next trim.

The Contractor shall install bungee cords around the frond sheaths of all trimmed royal palm trees.

2. For the first palm trimming scheduled for December 2019, the Contractor shall install NEW, heavy duty bungee cords around the frond sheaths of the royal palm trees.

Submit sample of bungee cord to the Contract Administrator or his designated representative for review prior to installation.

The Contractor shall not reuse existing bungee cords; dispose of the existing bungee cords properly off site.

3. The Contractor shall determine the total quantity of bungee cords to provide and install around the frond sheaths (two minimum per palm tree), where to install the cords and the tightness of the cords around the trunk. The bungee cords shall be tightened to keep the frond sheath in place on the trunk of the palm tree until the next trim without affecting the proper growth and health of the palm tree.

4. Between trimmings, the Contractor shall replace bungee cords on the palm trees where cords are defective and/or missing. Replacement of defective and/or missing bungee cords shall be considered Extra Work to the Contract.
5. For subsequent trimming, bungee cords may be reused. Any missing, damaged and/or defective cords shall be replaced by the Contractor as Extra Work to the Contract.

G. EXTRAWORK

Any extra work or emergency work needed, the Contractor shall respond to all calls made within two (2) hours of the initial call and be on site within a twenty-four (24) hour period, if requested.

The Contractor **shall NOT respond** to calls from State Agencies, **without** Central Services Division prior approval, but shall instruct the State Agency to call CSD.

The Contractor shall submit a separate bid proposal for any and all work items not covered by Attachment F – Price Proposal. This work is additional to the Contract and is subject to review and approval by the Contract Administrator or his designated representative. If the bid proposal is found acceptable, and without further solicitation of other Bidders, the Contract Administrator or his designated representative may issue a separate Purchase Order to authorize the **work**.

Unauthorized extra work performed on a trouble call may not be compensated as determined by the Contract Administrator.

H. INSPECTION AND NOTIFICATION BY THE CONTRACTOR

The Contractor shall confirm all tree trimming work at a facility has been properly performed per the Contract requirements. If the Contractor feels all the work at a facility has been performed per the Contract requirements, the Contractor shall notify the Contract Administrator or his designated representative in writing no later than the next business day after his inspection. Notification shall be made by e-mail at gerald.m.shioji@hawaii.gov.

I. INSPECTION BY THE STATE

The Contract Administrator or his designated representative shall inspect the trees within five (5) working days after email notification from the Contractor is received.

1. If the State determines the work is acceptable, the State shall inform the Contractor of acceptance of the work.
2. If the State determines the work is not acceptable, the Contractor shall be notified by e-mail to correct all deficiencies **within ten (10) working days from the date of notification.**
3. If the State determines the work is not acceptable, the Contractor shall be notified in writing to correct all deficiencies within ten (10) working days from the date of notification.

SECTION THREE TERM OF CONTRACT AND PROPOSAL

I. TERM OF CONTRACT

The CONTRACTOR receiving the award will be required to enter into a formal written contract. Upon execution of contract, DAGS/CSD will issue a notice to proceed and a fully executed copy of the contract to the CONTRACTOR. No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the contract as DAGS/CSD is not liable for any work, contract costs, expenses, loss of profits, or any damage whatsoever incurred by the CONTRACTOR prior to official starting date.

A. Contract Term

The Contract shall commence upon full execution of the contract by the Administrator of the Department of Accounting and General Services and shall start after the Notice to Proceed. The contract shall be for a twelve (12) month period commencing no earlier than August 15, 2026.

B. Contract Renewal

Unless terminated, the contract may be extended without rebidding, for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original agreement or as negotiated between DAGS/CSD and the CONTRACTOR. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the Contract for each additional period.

C. The CONTRACTOR shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

II. PROPOSAL AS PART OF THE CONTRACT

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

III. ADDITIONAL TERMS AND CONDITIONS

DAGS/CSD reserves the right to add terms and conditions during discussions with offerors, if any. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**SECTION FOUR
PROPOSAL FORMAT AND CONTENT**

I. Required Review and Written Questions

A. Required Review

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror 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.

B. Questions

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the DAGS/CSD in writing prior to the deadline for written questions as stated in Section One VI. RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made. DAGS/CSD will not respond to verbal or informal questions.

Comments related to this solicitation shall be communicated in writing to the RFP contact person identified via e-mail by the date and time established for submission of written questions to ensure an official response.

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

DAGS/CSD's responses shall be communicated in writing via published addenda to this RFP. Offerors who have submitted an RFP Registration Form will receive notification of any addenda from the date the Registration Form is received. DAGS/CSD is not responsible for delays or non-receipt of such responses or any communications by the prospective Offerors.

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

II. RFP Addenda

DAGS/CSD reserves the right to amend this RFP at any time prior to the closing date for best and final offers. All addenda issued shall be incorporated into the resulting contract. Failure of any Offeror to complete and submit an RFP Registration Form or receive any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation.

III. Notice of Intent to Offer (Letter of Intent)

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

IV. Site Inspection

Prior to submittal of a proposal, Offerors may inspect the project sites to become thoroughly familiar with existing conditions, rules and regulations, and the extent and nature of work to be performed. DAGS/CSD will not be organizing a pre-proposal site inspection tour for Offerors.

Site visits are optional, however submission of proposal shall be evidence that the Offeror fully understands the scope of the project and shall comply with all requirements stated herein, if awarded the contract. No additional compensation, subsequent to proposal opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

V. Proposal Preparation Costs

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

VI. Tax Liability

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.712% for sales made on Oahu, and at the rates of 4.712%, 4.1666%, and 4.712% for the counties of Hawaii, Maui, and Kauai, respectively. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this

solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

VII. Property of State

All proposals become the property of the State of Hawaii.

VIII. Confidential Information

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure 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.

IX. Exceptions

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, the Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions. No exceptions to statutory requirements of the AG General Conditions shall be considered.

X. Proposal Objectives

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of Services to meet the goals and objectives of this RFP as stated in Section Two Background and Scope of Work.

Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

XI. Proposal Forms

To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

XII. Receipt and Register of Proposals

Proposals shall be submitted to the Hawaii State e-Procurement (HiePRO), and due on the date and time specified in Section One VI. *RFP Schedule and Significant Dates*, or as amended.

XIII. Best and Final Offer (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

XIV. Modification Prior to Submittal Deadline or Withdrawal of Offers

The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

XV. Mistakes in Proposals

When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity.

If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

XVI. Proposal Evaluation

DAGS/CSD will conduct a comprehensive, fair, and impartial evaluation of the proposals it receives in response to this RFP. Refer to Section 5 of this RFP for specific requirements and details of the process. See Section 6.

**SECTION FIVE
PROPOSAL SUBMISSION**

I. OFFEROR QUALIFICATIONS

The selection of a Contractor will be based on qualifications displaying the speed of execution, quality of service, technical competence, work force capacity and price.

II. Minimum Qualifications of the Offeror are as follows:

A. Permanent Office Facility Location

At the time of proposal submittal and entire term of the contract including option years, the Offeror shall have a fully functional permanent office supported with adequate amount of administrative and technical qualified staff on the Island of Oahu that can handle the terms of the contract. The considerations for selection are as follows:

1. Where they can be dispatched and accessible to telephone calls during normal business hours, 7:45 a.m. to 4:30 p.m.
2. Where the company employs an after-hours company call number or direct cell phone to an employee on watch who is qualified to respond to emergency service requests. An answering service (not machine) or cell phone message is acceptable provided **a call back is made within two (2) hours of the initial call.**
3. Where the Oahu office is the central point of contact for all invoice inquiries.
4. Location, contact person, business hours, and telephone number of office and cell or answering service shall be furnished on the applicable offer page. See Attachment A- Proposal Identification and Information Form and Attachment B-Offeror Information.
5. If Offeror is owned by a parent company (e.g., National organization), the Offeror must state how adequate staffing will be staged at the Oahu office. All offerors must be able to produce documented tree trimming service experience to substantiate their claim of experience.

B. Experience

1. Offeror must have a minimum of ten (10) consecutive years of experience (immediately prior to bid opening date) in tree trimming services. Offeror shall indicate its number of years of experience. See Attachment B- Offer Information.

2. Offeror must have an adequate number of qualified staff to perform tree trimming service, plus adequate resources to respond to daily trouble calls. Routine tree trimming service shall not be deferred due to staffing shortages because crews are attending to daily trouble calls. See Attachment E - Offeror Qualification Form.
3. Offeror must have history in providing a response to all calls made within two (2) hours of the initial call and be on site within a twenty-four (24) hour period.
4. Offeror must have experience working with State of Hawaii Agencies and non-State agencies. Offeror shall indicate it on Attachment D -Offeror Reference Form.

C. Permits, Certifications, and Licenses

The Offeror shall possess at the time of proposal submittal, a valid State of Hawaii contractor C27 and/or C-27-B tree trimming license, and the required business and tax licenses in order to conduct business in the State of Hawaii. Both the contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon. Offeror shall provide the license number on the Offer Form A and provide a valid copy of the contractor C-27 and/or C-27-B license. Award will not be made to any Offeror failing to meet this qualification requirement.

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

D. Certified Arborist

The Offeror shall have an Arborist, must possess five (5) years of work experience, on staff, who is certified by the International Society of Arboriculture (ISA), whose certification is current at the time of bid opening and during the term of the contract (and any agreed upon extension), to directly supervise, at all times, the tree trimming work specified herein. Offeror shall identify its Arborist on the Offer Form A, his/her membership number and membership expiration date. Offeror shall also provide a photocopy of the ISA certification indicating the expiration date of the certification.

E. Equipment, Vehicles and Personnel.

The Offeror shall have the necessary equipment, vehicles and number of employees to perform and complete the work specified herein within the period specified, all in accordance with the requirements of this RFP. The Offeror shall

provide the information requested on Attachment A, B, E and H regarding personnel, vehicles and inventory of equipment to perform the work specified in this RFP.

The DAGS/CSD will use this information to determine whether Offeror has adequate personnel, vehicles and equipment to perform the work specified in this RFP within the contract time allowed.

Award will not be made to any Offeror failing to meet ALL of the qualifications. Failure to meet these qualifications requirements shall result in rejection of the proposal. Further, satisfaction of these requirements must be maintained by the Contractor during the entire contract period.

III. Offeror Reference Checks

Offeror shall provide the names of references from the State of Hawaii, and other than the State of Hawaii government, for whom the Offeror has provided or is currently providing tree trimming services on a regular basis, that is similar in nature to the services specified in this RFP, that shall qualify offeror to perform the project. The DAGS/CSD reserves the right to contact these references to verify Offeror's quality level and reliability. Should any work performed for the references be proven unsatisfactory, the offeror's offer may be rejected. Offeror should complete and submit Attachment D.

IV. Evaluation of Offeror's response.

Failure on the Offeror's part to meet the requirements herein may result in a determination as nonresponsive and subsequent disqualification of Proposal. These requirements shall remain in effect throughout the entire contract period. Failure to maintain these requirements may result in cancellation of award or termination of a contract.

A. Disqualification of Offers

DAGS/CSD reserves the right to consider as acceptable only those proposals submitted in compliance with all the requirements set forth in this RFP and which demonstrate an understanding of the issues involved and the scope of work. **PROPOSALS WILL ONLY BE ACCEPTED THROUGH THE STATE'S HiePRO APPLICATION.**

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

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

SECTION SIX PROPOSAL EVALUATION

I. PROPOSAL EVALUATION

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

The evaluation will be based solely on the evaluation criteria detailed in this RFP and shall be performed by the selected members of the Evaluation Committee consisting of at least three (3) governmental employees with sufficient qualifications and experience in this area. Evaluation criteria and the associated points are listed below. Quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

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

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

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

II. EVALUATION CRITERIA

An RFP evaluation committee will evaluate all responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set out in this RFP. The evaluation committee's primary responsibility will be to review the technical aspects of the proposal submitted. The price proposal review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

A. Executive Summary- Attachment C (**Maximum points: 50**)

Offeror may submit an Executive Summary (Attachment C) and shall condense the contents of the Proposal in such a way as to provide a broad but clear understanding of the entire Proposal, including the scope of work and special conditions. Address, in summary form, the major elements of your Proposal

that you would like to highlight for the evaluator's attention, and any aspect of your company's service offering that you feel is not adequately addressed elsewhere within the required proposal format.

In addition, the following three specific questions must be addressed under separate headings within this section:

1. What makes your company, and your Proposal uniquely well suited to the STATE's requirement?
2. What specific elements of your Proposal do you believe will exceed the STATE's tree trimming services requirements?
3. What factors differentiate your company's approach to tree trimming service from those of your competitors?

B. Company Profile and Capacity-Attachments A, B and E (Maximum points: 25)

This section shall include the background of the company, and its size and resources relevant to the Contract. The Proposal shall include the following:

1. Number of years the office/company on the island of Oahu has been in the business and description of the services provided.
2. Number of years the office/company on the island of Oahu has been performing tree trimming services specified in this RFP.
3. Number of office/company staff, vehicles/equipment on the island of Oahu which will be used to serve this Contract.
4. Clearly state the steps and efforts needed to perform and accomplish all recurring tree trimming services, including trouble calls as specified in this RFP.

C. Referrals, Endorsements, and Recognition on Past performance - Attachment D (Maximum points: 50)

The Offeror may present letters, awards, and/or recognition reflecting past performance that supports the Offeror's quality, timeliness, experience, and customer service, such as:

1. Quality and record of routine service.
2. Responsiveness to emergency tree trimming especially critical to public

safety.

3. Extensive knowledge and experience dedicated toward monitoring trees that have problems to be addressed.
4. Exceptional customer service relating to scheduling, communication, and minimizing disruptions.
5. Prior customer service with State agencies (please identify specific agency).

D. Tree Trimming Service Contract Experience -Attachment C and D
(Maximum points: 50)

The Offeror shall have a minimum of ten (10) consecutive years of experience, immediately prior to the proposal due date, in the field of tree trimming services. The Offeror shall include at least three (3) recent client references relevant to this project and that demonstrate the Offeror's qualifications and experience, volume of work included in the contract, including customer's satisfaction on the following service performance:

1. Responsiveness to work orders and inquiries.
2. Quality of recurring tree trimming work.
3. Quality and reliability of responding to emergency or extra work.
4. Accuracy and timeliness of proposals, invoices, status updates.

E. Equipment, Vehicles and Personnel-Attachment E and H **(Maximum points 25)**

Offeror shall submit the following:

1. Key personnel assigned to this contract, position/description and years of experience.
2. Equipment and/or vehicles are to be used to service this contract.

F. Price -Attachment F **(Maximum points: 75 pts)**

The "Price" (**Attachment F - Price Proposal Form consist of 6 worksheets that needs to be submitted**) is one (1) of six (6) evaluation factors in the selection of the contract award. The Price entered into the evaluation will the total of the Basic award, plus the first, second, third, fourth and fifth supplemental years for tree trimming service for State public libraries.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt

proposal submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Price evaluation calculation: A total of 75 points will be awarded to the lowest of the submitted price proposals. Proposals with higher prices will receive a fraction of 75 points; the number of points assigned to higher priced proposals will be determined by the following formula: lowest proposal price multiplied by the maximum point available for price, divided by the higher proposal price. The fractional value of points to be assigned will be rounded to one decimal place. Example:

- Lowest price proposal was \$100,000 and receives 75 points.
- The next lowest cost proposal was \$120,000 and receives 125 points or

$$\frac{[(\text{Lowest Proposal Price}) * (75)]}{(\text{Higher Proposal Price})}$$

$$\frac{(100,000 * 75)}{120,000} = 62.5 \text{ points}$$

III. Proposal Opening

Proposals will not be opened publicly but shall be opened in the presence of two or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection upon posting of the award.

IV. Preliminary Evaluation

A preliminary evaluation shall determine whether each proposal is considered responsive, thus justifying further evaluation. In its preliminary evaluation, the DAGS/CSD will examine the completeness of each proposal, and its compliance with the instructions, terms and conditions in this RFP. Subsequent review and evaluation will be based on the criteria stated in the following sections. Any proposals that are incomplete or that do not comply with the instructions or terms and conditions shall be rejected by DAGS/CSD and excluded from further consideration.

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

V. Priority-List Offerors

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

unacceptable.

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

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

VI. Discussions with Priority Listed Offerors

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

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

VII. Notification of Award; Non-Selected Offeror(s)

Award shall be made to the responsible Offeror with the highest number of points and whose proposal DAGS/CSD deems most advantageous in accordance with the evaluation criteria specified. Upon award to the successful Offeror(s), DAGS/CSD shall post publicly, a notice of award which may be viewed at the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>. Additionally, DAGS/CSD will provide written notification of the award to any non-selected Offeror(s). DAGS/CSD is not responsible for delays or non-receipt of such notification. Failure of any Offeror to receive any such notification shall not relieve the Offeror of any obligations or requirements herein.

VIII. Debriefing

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

X. Protest

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

Any protest pursuant to §103D-701, HRS and §3-126, HAR shall be submitted in writing to DAGS/CSD's Procurement Officer, c/o Procurement and Contracts Branch at the DAGS Central Services Division, 729 Kakoi Street, Honolulu, Hawaii 96819.

SECTION SEVEN CONTRACT AWARD

I. Contract; Contract and Performance Period

The CONTRACTOR receiving the award shall be required to enter into a formal written contract. Upon execution of contract, DAGS/CSD will issue a notice to proceed and a fully executed copy of the contract to the CONTRACTOR. No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the contract as DAGS/CSD is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.

A. Contract Term

The Contract shall commence upon full execution of the contract by the Administrator of the Department of Accounting and General Services and shall end on September 14, 2027.

B. Contract Renewal

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

C. Performance Period

The CONTRACTOR shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

II. Responsibility of Offerors; Hawaii Compliance Express

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

- Chapter 237, General Excise Tax Law;

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

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

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

III. Failure to Execute Contract; Timely Submission of Certificates

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

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

IV. Approvals

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

V. Insurance Requirements

The Contractor shall obtain and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contracts, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable during the life of this contract.

Worker's Compensation - The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance law in effect on the date of the execution of this contract and as modified during the duration of the contract.

General Liability- The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the Aggregates.

Automobile Liability-The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single limit of not less than \$1,000,000 per occurrence.

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

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional

insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage \$2,000,000 aggregate per occurrence
Automobile Liability Insurance	\$1,000,000 combined single limit per occurrence

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects 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."

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

Prior to issuance of the Notice to Proceed and/or Award Notification, **Contractor must provide to DAGS Central Services Division, 729-B Kakoi Street, Honolulu, Hawaii 96819 within ten (10) working days from the date the request is made a CERTIFICATE(S) OF INSURANCE** completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form.

The certificate of insurance is necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible

for furnishing a completed certified copy of all required insurance policies, including endorsements effecting the coverage required at any time.

The Contractor will immediately provide written notice to the Department State of Hawaii, Department of Accounting and General Services, Central Services Division, Purchasing Office, 729-B Kakoi Street, Honolulu, Hawaii 96819 should any of the insurance policies evidence on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

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

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

It is recommended that Offerors apply for the Certificate of Insurance as soon as possible to ensure timely submittal when requested.

VI. Requirements for Performance Bonds

Pursuant to HAR §3-122-224, before any contract is entered into, the Contractor shall provide a performance bond to the State. The performance bond shall be in the penal sum of not less than one hundred percent (100%) of the amount of the contract awarded, as security for the faithful performance of the contract.

VII. Payment Schedule

The State reserves the right to negotiate and establish, at time of contracting, a mutually agreeable payment schedule, including progress payments. For purposes of this RFP, a reserve of 5% up to 50% of the contract amount on all items will be kept and used as final payment and shall be paid under the following conditions:

- A. Issuance of written notice that the products and services to be provided pursuant to the contract have been completed by selected Contractor
- B. Acceptance of the final work and services by the State;

- C. Receipt of an original or certified copy of a tax clearance certificate issued by DOTAX and IRS, not over two-months old; and
- D. All payments shall be in accordance with, and subject to, applicable provisions of Chapters 40 and 103D, HRS.

VIII. Invoicing and Payment Terms

Contractor shall e-mail their monthly estimate directly to the designated representative of the State after the State has notified the Contractor of acceptance of the project deliverables.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

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

IX. Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.