SERVICING, PUMPING, AND CLEANING
OF PORTABLE CHEMICAL TOILETS
FOR DLNR, STATE PARKS
NU`UANU PALI LOOKOUT, HONOLULU, OAHU

SCOPE OF SERVICES:

Servicing, pumping, and cleaning of two (2) standard portable chemical toilets and one (1) ADA portable chemical toilet at the Nu`uanu Pali Lookout. The two (2) standard portable chemical toilets and the one (1) ADA portable chemical toilets will be supplied by the DLNR, Div. of State Parks and will be placed at a predetermined location at the Nu`uanu Pali Lookout location throughout the contract period starting on October 1, 2026, and ending on September 30, 2027.

Pumping, servicing, and cleaning shall three (3) times per week, Monday, Wednesday, and Friday including holidays. If the vendor is closed during a holiday, pumping, servicing, and cleaning shall be the day before or the day after the holiday.

The three (3) portable chemical toilets shall be placed at a predetermined location by Creighton Mattoon, Parks Maintenance Supervisor. Phone number is (808)265-4906.

SPECIAL PROVISIONS

The bid award shall be based on the availability of funds. State Parks reserves the right to cancel the agreement or a location with thirty 30 days advance written notice.

Term. The bid shall be for the twelve (12) month period commencing from the Notice to Award with requests for services through state purchase orders or the State Pcard. Unless terminated, the contract may be extended without re-bidding upon mutual agreement in writing between the State and the Bidder prior to the expiration date for not more than two (2) additional twelve (12) month periods, or parts thereof. The Bidder shall be offered a ten (10) precent price increase for each additional year the contract is extended. Each year's ten (10) percent price increase is based on the original bid price.

Bidder Qualifications. Bidder must also have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding complaints or requests that need immediate attention. An answering service is acceptable provided a response is made within one (1) hour of the initial call.

Bidder shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified.

Bidder shall be compliant through Hawaii Compliance Express (HCE) pursuant to Chapter 103D, Hawaii Revised Statutes. Vendors/contractors/service providers should register with HCE prior to submitting an offer at https://vendors.ehawaii.gov. The annual registration fee is $12.00, and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, the Bidder will not receive the award.

Site Inspection. Prior to submittal of an offer, Bidder may inspect the locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Bidder inspection is not mandatory; however, submission of an offer shall be evidence that the Bidder understands the scope of the service and shall comply with specifications herein, if awarded the contract. No additional compensation, after bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Bid Quotation. Unit bid price shall include labor, all applicable taxes, and any other costs incurred to provide services specified. The total bid quotation shall be based upon the bid information in Attachment I and as specified above and clarified in the Scope of Work and Special Provisions.

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

Coverage	Limits
Commercial General Liability	$1,000,000 combined single limit per occurrence for bodily injury and property damage
	$2,000,000 general aggregate
Automobile Liability	$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of State Parks, 1151 Punchbowl Street, Rm. 310, Honolulu, HI 96813.

2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of and not contribute with insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code.

Prior to the commencement of the work, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions have been complied with.

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

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements. 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 the services.

Applicable Laws. The Bidder shall comply with all applicable laws of the federal, state and county governments to include but not limited to laws relating to workers' compensation, unemployment compensation and worker safety.

Due Care. The Bidder and its employees shall always use due care for the public's safety in its operations and shall be responsible for its own actions.

Start of Work. Work will commence as indicated on the purchase order(s) issued by the Department of Land and Natural Resources.

Liquidated Damages. Liquidated damages are fixed at a sum of FIFTY DOLLARS ($50.00) per each calendar day the Bidder fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Bidder.

CAMPAIGN CONTRIBUTIONS

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

INDEMNIFICATION

The Contractor shall agree, in behalf of its employees, subcontractors, and other representatives acting upon its behalf, indemnify, defend, and hold harmless DLNR, its officials, employees, representatives, and agents, against any claim or liability, including all loss, damages, costs, expenses, attorney fees, and penalties, for any damage to real or personal property, including environmental damage, or injury to or death of persons, or violations of or noncompliance with applicable law, when such penalties, damage, injury or death results from, arises out of, or is connected with the completion of the project.

Invoicing. Bidder shall send an original monthly invoice upon completion of all services listed in the purchase order. The original shall state that "This is an original bill", shall be signed and sent to:

Department of Land and Natural Resources
Division of State parks
480 Makapuu Ave.
Honolulu, HI 96816