



DEPARTMENT OF HAWAIIAN HOME LANDS

SOLICITATION DATE: AUGUST 14, 2026

INVITATION FOR BIDS NO. IFB-27-HHL-003

SEALED OFFERS FOR
FURNISHING
FACILITY MAINTENANCE AND
CUSTODIAL SERVICES FOR THE
DEPARTMENT OF HAWAIIAN HOME LANDS
KEAUKAHA BEACH PARK AND PUHI BAY,
HILO, ISLAND OF HAWAII

WILL BE RECEIVED UP TO **2:00 P.M. (HST)** ON

FRIDAY, AUGUST 28, 2026

IN THE DEPARTMENT OF HAWAIIAN HOME LANDS
ATTN.: JEFF FUKUI
91-5420 KAPOLEI PARKWAY
KAPOLEI, HAWAII 96707
JEFFREY.K.FUKUI@HAWAII.GOV

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO PILIWALE KAILIHIWA,
DISTRICT SUPERVISOR, EAST HAWAII DISTRICT OFFICE, AT TELEPHONE NUMBER:
(808) 974-4250, OR E-MAIL: PILIWALE.K.KAILIHIWA@HAWAII.GOV

FURNISHING FACILITY MAINTENANCE AND CUSTODIAL SERVICES FOR THE
DEPARTMENT OF HAWAIIAN HOME LANDS (DHHL)
KEAUKAHA BEACH PARK AND PUHI BAY, HILO, ISLAND OF HAWAII
IFB-27-HHL-003

Procurement Officer
Department of Hawaiian Home Lands
State of Hawaii
Kapolei, Hawaii 96707

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions, and General Conditions, Form AG-008 attached hereto; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture

☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No.: _____ Federal I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

**

Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer for furnishing facility maintenance and custodial services for the Department of Hawaiian Home Lands Keaukaha Beach Park and Puhi Bay, Hilo, Island of Hawaii, as specified herein, is hereby submitted:

<u>Description</u>	<u>Unit Bid Price</u>	<u>No. of Months</u>	<u>Total Bid Price</u>
Monthly Facility Maintenance and Custodial Services (includes weekends and holidays) as required in the scope of work (amount should include all taxes and fees)	\$ _____	X 12 =	\$ _____
TOTAL ANNUAL BID PRICE			\$ _____

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EMERGENCY RATES (for information only)

The following rates shall be used for any custodial services requested by DHHL that are not specified in the Specifications for Custodial Services.

\$ _____ per man-hour

Price shall include all labor costs, overhead, profit, and all applicable taxes.

Offeror _____
Name of Company

Offeror shall provide the following information:

1. Number of years providing custodial services for commercial businesses and government agencies on the Island of Hawaii: _____
2. Offeror's Business Address: _____

Telephone Number: _____
E-mail address: _____
3. Contact Person: _____
Telephone Number: _____
Cell Phone Number: _____
E-mail address: _____
4. INSURANCE COVERAGE:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
Commercial General Liability	_____		
Automobile Liability	_____		
Workers' Compensation	_____		
Temporary Disability	_____		
Prepaid Health Care	_____		
Unemployment Insurance State of Hawaii I.D. No. _____			

Offeror _____
Name of Company

5. REFERENCES:

Offeror shall list at least three commercial businesses and/or government agencies for whom offeror has performed facility maintenance & custodial services:

Company Name: _____

Contact Person: _____ Phone No. _____

Address: _____

Company Name: _____

Contact Person: _____ Phone No. _____

Address: _____

Company Name: _____

Contact Person: _____ Phone No. _____

Address: _____

Offeror _____
Name of Company

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No.: IFB-27-HHL-003

Title of IFB: Facility Maintenance and Custodial Services for the
Department of Hawaiian Home Lands Keaukaha Beach Park and
Puhi Bay, Hilo, Island of Hawaii

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. 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; and
2. 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, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

SPECIFICATIONS

This section indicates the Specifications required for the Facility Maintenance and Custodial Services for the DHHL Keaukaha Beach Park and Puhi Bay. The Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

Vendors are cautioned to review the specifications carefully and thoroughly for defects and questionable or objectionable matters. All questions shall be submitted in writing to Piliwale Kailihiwa, District Supervisor, East Hawaii District Office, via e-mail at piliwale.k.kailihiwa@hawaii.gov. The submittal of a bid shall be considered as acceptance of the specifications as published.

SCOPE OF WORK

AREAS TO BE CLEANED (see attached map):

INTERIOR	EXTERIOR
▪ Restrooms (2)	▪ Keaukaha Beach Park and Puhi Bay

DESCRIPTION OF SERVICES REQUIRED:

Furnish all labor, equipment, solutions, and materials for cleaning and restocking of the facility as described herein:

DAILY (SUNDAY- SATURDAY) PARK HOURS (8:30 am – 6:30 pm)

Sunday through Saturday with the scope of work listed in this section.

1. Daily Scope of Work:

RESTROOMS:	Open daily by 8:30 AM and close daily by 6:30 PM; Clean and sanitize sinks, toilets, urinals, floors, mirrors, showers, fixtures, doors, and other applicable surfaces; Replenish paper products, hand soap, and other consumables; Repaint/clean minor graffiti; Do minor repairs (toilets, doors, handles, dispensers, etc., if needed); Remove trash from restrooms daily; Periodic heavy cleaning (pressure washing, mildew removal). Inspect restrooms and promptly report unsafe conditions, vandalism, leaks, plumbing problems, electrical concerns, or other deficiencies.
MAINTENANCE SERVICES:	Perform light handyman work and minor repairs, including routine bathroom repairs, shower fixture repairs, and replacement or adjustment of minor hardware and components;

Inspect and perform minor repairs to cable fencing and related hardware when reasonable within the Vendor's capability and authorization;

Perform other minor site-support tasks specifically authorized by DHHL;

Maintain service records and provide incident, damage, and repair reports as required by this Agreement.

2. Custodial Cleaning and Sanitation Standards:

BATHROOMS: Restrooms shall be maintained in a clean, sanitary, orderly, and serviceable condition. At a minimum, cleaning shall include:

Cleaning and disinfecting toilets and urinals;

Cleaning and disinfecting sinks, faucets, countertops, dispensers, and other high-touch surfaces;

Cleaning and disinfecting shower areas and fixtures, where applicable;

Sweeping and mopping floors and addressing visible spills or debris;

Cleaning mirrors and other applicable surfaces;

Emptying trash receptacles and replacing liners as needed;

Restocking toilet paper, paper towels, hand soap, and other approved supplies;

Reporting vandalism, graffiti, excessive damage, plumbing problems, leaks, or unsafe conditions.

3. Light Handyman and Minor Repair Services:

**MAINTENANCE
SERVICES:**

Vendor may perform routine, minor repairs that are within its ordinary skill, equipment, and authorization. Examples include minor restroom fixture repairs, replacement of small hardware components, adjustment or replacement of shower fixtures, and minor cable fencing repairs. Vendor shall not undertake major plumbing, electrical, structural, construction, or other specialized work without prior written authorization from the DHHL and, where required, appropriate licensing or qualified subcontractor support;

The Vendor shall promptly report conditions that exceed the agreed scope, including major damage, significant plumbing leaks, electrical hazards, structural damage, extensive fencing damage, or repairs requiring specialized trade work.

4. Repair of Beach Park Cable Fencing:

REPAIRS: Remove all broken/damaged fencing materials (posts, cable, cement, etc.)

Replace poles and cable to original state. All materials, tools, and equipment to be provided by the contractor, for example, cement mixer, welding machine, pipe cutter, etc.

Inspect and perform minor repairs to cable fencing and related hardware when reasonable within the Vendor's capability and authorization.

5. Park Rules, Public Interaction, and Safety:

Vendor personnel may observe and remind park users of posted Park rules when doing so can be accomplished safely and professionally. Vendor personnel are not law-enforcement officers and are not being engaged under this Agreement as security guards;

Vendor personnel shall not physically detain, threaten, assault, or attempt to forcibly remove a park user;

Vendor personnel should use reasonable verbal de-escalation and maintain a safe distance when addressing rule violations;

If a situation involves threats, violence, suspected criminal activity, serious property damage, an immediate safety risk, or conduct that cannot be safely resolved, Vendor shall contact appropriate law enforcement or emergency services;

Vendor shall notify EHDO of significant incidents as soon as reasonably possible and complete an incident report when requested;

Vendor shall not represent that it has police, security, or enforcement.

6. Additional Requirements:

Must have knowledge and experience of the following:

Operating backhoe/loader, skid steer loader/all terrain telescopic forklift, carpentry, plumbing, electrical, painting, welding, and installation; Practices, tools, equipment, and materials used in custodial work;

Safety rules, practices and general applications to custodial and grounds equipment operations.

Bidders are cautioned to review the Specifications carefully and thoroughly. Bidders shall carefully review this solicitation for defects and questionable or objectionable matters. All questions shall be submitted in writing. The submittal of a bid shall be considered as acceptance of the Specifications as published.

CUSTODIAL CLOSETS AND STORAGE ROOMS

All janitor closets and storage rooms provided by DHHL for use of Contractor shall be kept in a neat, clean and orderly condition at all times.

Mop sinks and the area immediately adjacent shall be thoroughly cleaned after each use.

All mop sinks, locker areas and other service areas shall be cleaned thoroughly and all cleaning and maintenance equipment shall be neatly stored in custodial closets and/or other designated storage areas.

Before leaving the premises, service areas shall be dust mopped and spot cleaned.

CLEANING STANDARDS

Plumbing Fixture and Dispenser Cleaning: Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust streaks, film, odor, or stains.

Gum Removal: Gum removal is satisfactorily performed when the entire piece of gum has been completely removed and the surface is without embedded debris, stains, and/or marks of any kind.

Damp Mopping: A satisfactorily damp-mopped floor is without dirt, dust, marks, film streaks, debris, or standing water.

Metal Cleaning: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance and adjacent surfaces.

Light Fixture Cleaning: Light fixtures are clean when all components, including bulbs and tubes, are without insects, dirt, lint, film, and streaks. All lenses removed must be replaced immediately.

Wall Washing: After cleaning, the surfaces of all walls, ceiling, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks, and deposits.

INSPECTIONS

DHHL reserves the right to make on-the-spot inspections at any time at its discretion. Omitted work or work considered substandard by DHHL shall be corrected by the Contractor no later

than TWO (2) hours after notification.

In the event the work is not corrected to the satisfaction of DHHL, DHHL's representative shall discuss the matter with the Contractor's representative for an equitable adjustment in the form of additional services acceptable to DHHL or an adjustment in the billing for the services by an amount equal to the costs required to correct the deficiency as determined by DHHL.

Such adjustments shall not be substitutes for deficient work and shall not relieve the Contractor of any obligations under the contract.

LOSS OF OR DAMAGE TO DHHL PROPERTY

Any loss of or damage to DHHL property caused by negligence of the Contractor or its employees shall be replaced, repaired, and/or paid for by the Contractor.

COMMUNICATION

Contractor shall be accessible during normal working hours, 7:30 a.m. to 7:00 p.m., Sunday through Saturday, by telephone, answering service, or some alternate mode approved by DHHL to permit daily communication between the Contractor and DHHL. Contractor shall provide a plan for communication outside of normal working hours (i.e., nights, weekends, and holidays).

SECURITY RULES

Contractor shall report all suspicious persons and situations immediately to the EHDO; No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of non-prescribed legal drugs is permitted on the property.

SAFETY

Contractor shall adhere to all state, federal, and local requirements related to the safe completion of all work.

All safety requirements shall be exercised, including but not limited to the use of shoes, eye protectors, traffic cones, etc. All provisions of OSHA shall be met.

It shall be the Contractor's responsibility to provide safety signs, barricades, and any other safety device(s) during the performance of service. These safety devices shall be set up by the Contractor whenever employees are performing required services.

Contractor shall adhere to all provisions of the Hazard Communication Standard as administered by the Department of Occupational Safety and Health (DOSH), State of Hawaii, about the use of hazardous chemicals at the job site. This requirement shall include but not be limited to the following:

1. Caution signs shall be provided and displayed at each location where there is exposure to toxic materials or harmful physical agents. Labels shall be affixed to all toxic materials or harmful physical agents, or their containers, warning of their potential danger.
2. Contractor shall post information (Material Safety Data Sheet) prominently regarding hazards posed by toxic materials or harmful physical agents in the employer's workplace. The information shall include suitable precautions, relevant symptoms, and emergency treatment in case of overexposure.

3. Contractor's employees who are required to use poisons, caustics, and other harmful substances, shall be instructed in the proper and safe handling of such products and made aware of the potential hazards, as well as the personal hygiene and personal protective measures required.

The Contractor shall not use any harmful or substandard cleaning items to perform the Facility Maintenance and Custodial Services.

DHHL reserves the right to inspect the Contractor's cleaning items and request changes to products that are acceptable to DHHL.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Upon written notice by DHHL, Contractor shall replace any employee(s) which DHHL deems incompetent, uncooperative, negligent, insubordinate, or otherwise unacceptable, within TWENTY-FOUR (24) hours' notice by DHHL.

EXTRA WORK

Adverse conditions that may require major changes to the specifications which are not stated in the contract must be reported to DHHL for determination before proceeding with the work. Contractor shall request authorization from DHHL before the performance of any other "extra" work, beyond the tasks listed in the Technical Specifications.

PROMPT REMOVAL OF TRASH/ GREEN WASTE

All trash shall be bagged and bundled promptly, and removed from public view as soon as possible. Disposal is at the contractor's expense.

INITIAL CLEAN-UP

The Contractor shall be required to complete an initial clean-up of the facility based on the standards of cleanliness and appearance specified in the detailed tasks for the custodial maintenance services stated in the Scope of Work.

Upon completion of the initial clean-up, the level of cleanliness and quality of appearance will be approved by DHHL, and shall serve as the baseline standard for all of the listed tasks against which future maintenance levels will be evaluated.

The initial clean-up effort shall be completed on or before the scheduled frequency of tasks as listed in the Scope of Work. For example, all "Daily" tasks shall be completed each day, "Monthly" tasks shall be completed within THIRTY (30) consecutive calendar days, etc.

VANDALISM

Any vandalism discovered by Contractor's personnel when performing work under this contract shall be reported to the DHHL Contract Administrator. Vandalized areas shall be restored to previous clean condition.

KEYS

If applicable, Contractor shall be responsible for State key(s) loaned to the Contractor for entry and exit to the agency premises while performing services under the contract. Contractor shall return all keys within twenty-four (24) hours of contract termination or when requested by the State. Contractor shall be charged for lock and key replacement(s) if keys are lost during the term of the contract or not returned within twenty-four (24) hours of contract termination.

SPECIAL PROVISIONS

1.0 SCOPE

The Facility Maintenance and Custodial Services for the Department of Hawaiian Home Lands Keaukaha Beach Park and Puhi Bay shall be in accordance with these Specifications and Special Provisions, and the General Conditions, Form AG-008.

2.0 DHHL CONTACT INFORMATION

For this contract, Piliwale Kailihiwa, District Supervisor, East Hawaii District Office, or a designee, is the DHHL Contact Person and Contract Administrator. The telephone number at which she may be reached is (808) 974-4250.

3.0 TERM OF CONTRACT

The term of the contract shall be for the twelve (12) month period, but not earlier than September 30, 2026.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, before the expiration date, for not more than five (5) additional twelve (12) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed or mutually agreed upon.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

4.0 BIDDER QUALIFICATIONS

To assure the State that the Bidder is capable of performing the work specified herein, the Bidder must meet the following:

1. Minimum of twelve (12) months' experience in operating a custodial maintenance business on the island of Hawaii. Bidder shall indicate on the appropriate Offer Form page the number of years of custodial experience.
2. Have a permanent office location on the island of Hawaii from where he/she conducts business during normal working hours and from where he/she will be accessible to requests or complaints. Bidder shall indicate on the appropriate Offer Form page business address and contact information.

5.0 SITE INSPECTION

For informational purposes, a map of the Keaukaha Beach Park & Puhi Bay (Attachment A) has been provided. Respective offerors shall be responsible for ensuring that they are fully aware of the areas specified and work to be covered under this Invitation for Bids. An appointment to review the location and area to be serviced can be made by contacting the East Hawaii Homestead District Assistant Supervisor at 808-974-4250.

Submission of an offer shall be evidence that the Bidder understands the scope of the project

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.

6.0 OFFER PREPARATION

6.1 Offer Form, Page OF-1. Bidder is requested to submit its offer using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be required before an award, if any, can be made. The signed Offer Form page OF-1 shall indicate Bidder's intent to be bound.

6.2 Bid Quotation. Unit bid price shall include labor, equipment, installation, transportation, storage, training, all applicable taxes, and any other costs incurred to provide services specified.

6.3 Tax Liability. If a Bidder is a person exempt by the HRS from paying the general excise tax 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.

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

6.4 References. Bidder shall furnish on the appropriate Offer Form page at least three (3) references on the Island of Hawaii for whom the bidder has performed ground maintenance services. The State reserves the right to contact the listed references to inquire about the bidder's performance.

6.5 Insurance. Work included under this agreement requires the provision of liability and property damage insurance to remain in full force and effect during the life of this contract. Bidder shall refer to the *Liability Insurance* clause for additional information regarding this requirement. Accordingly, Bidder should consider these insurance requirements when preparing this proposal.

6.6 Wage certificate. The Bidder shall complete and submit a Wage Certificate by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.

7.0 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Bidder is advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work if awarded a contract in excess of \$25,000. Bidder is further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each

paycheck or pay envelope furnished to the employee.

To assist the Offeror in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for the State positions. Effective 7/1/2026, the basic hourly wages paid to the State positions are as follows:

<u>Class</u>	<u>Hourly Rate</u>
Janitor I (BC-01)	\$25.80
Janitor II (BC-02)	\$26.16
Janitor III (WS-02)	\$27.98
Janitor Supervisor I (F-102)	\$29.53

Accordingly, the Offeror should consider the aforementioned wage rates when preparing his/her quote.

8.0 LIABILITY INSURANCE

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 himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as 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 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage
Basic Motor Vehicle Insurance and Liability Policies	\$1,000,000 per accident

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.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Upon award of the solicitation, the Contractor agrees to deposit with DHHL the Certificate(s) of Liability Insurance 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.

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.

9.0 AWARD OF CONTRACT

9.1 Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Total Annual Bid Price.

9.2 Responsibility of Lowest Responsive Bidder. Reference §103D-310(c), HRS. If compliance documents have not been submitted to DHHL before award, the lowest responsive and responsible offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

9.3 HRS Chapter 237 tax clearance requirement for award. Instructions are as follows: Pursuant to §103D-328, HRS, the lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by DHHL.

The tax clearance certificate shall be obtained from the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2025), which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-4242
(800) 222-3229

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, at the address listed on the application. Facsimile numbers are:

DOTAX:	(808) 587-1488
IRS:	(808) 539-1573

The application for the clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to DHHL. However, the tax clearance certificate shall be submitted to DHHL.

9.4 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by DHHL. A photocopy of the certificate is acceptable to the DHHL.

The certificate of compliance shall be obtained from the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27, which is available at <https://labor.hawaii.gov/forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror, who in turn shall submit it to DHHL.

The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to DHHL. However, the certificate shall be submitted to DHHL.

9.5 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from the date of issue and must be valid on the date it is received by DHHL. A photocopy of the certificate is acceptable to DHHL.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

Online business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

9.6 Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

9.7 Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at

<http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that the vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the subsections previous to this one.

9.8 Timely Submission of all Certificates. The above certificates should be applied for and submitted to DHHL as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

10.0 EXECUTION OF CONTRACT / PURCHASE ORDER

For an award totaling \$100,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be signed by the successful bidder and returned within ten (10) days after receipt by the bidder. Upon execution of the contract, DHHL will issue a fully executed copy to the Contractor. No work will be undertaken by the Contractor prior to receiving the Notice to Proceed letter. For awards under \$100,000, DHHL will execute a purchase order. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

11.0 NOTICE TO PROCEED

Work will commence on the official commencement date specified in the executed contract or the start date on the Purchase Order.

No work is to be undertaken by the Contractor before the commencement date specified in the executed contract issued by the State or the start date on the purchase order. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor before the official commencement/start date.

12.0 INVOICING

Invoices shall be payable upon certification by the Contract Administrator that the Contractor has satisfactorily performed the required services.

Contractor shall submit original monthly invoices to the following address:

Department of Hawaiian Home Lands
East Hawaii District Office
160 Baker Avenue
Hilo, Hawaii 96720

13.0 PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES

Contract price adjustment shall be considered:

- a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and
- b. Only if there is a wage increase to public employees performing comparable work; and

- c. Only for the contract period in which the price adjustment request is submitted (current contract period only or, if applicable, contract extension period or parts thereof).

Example:

Original contract period: October 1, 2007, to September 30, 2008

Extension period: October 1, 2008, to September 30, 2009

The option to extend the original contract is exercised for the period October 1, 2008, to September 30, 2009. On March 1, 2008, the State announces a pay raise, and the Contractor soon thereafter submits a request for a price adjustment accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the remainder of the current period of the contract, March 1, 2008, to September 30, 2008.

Price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:

- a. Bid Price/Hr/Janitor I (A) = (A) for example = \$15.00/hr
- b. Current Hourly Wage Rate (B) = (B) for example = \$14.80/hr
- c. New Hourly Wage Rate paid to State Employees eff. 3/1/08 (C) = (C) for example = \$14.98/hr
- d. Hourly Wage Increase to State employees (D) = (D) for example = \$.18/hr
- e. Adjusted Bid Price/Hr/Officer (E) = (A) + (D), or
\$15.00 + \$.18 = \$15.18/hr

In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase, and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If the request includes adjustment for wage-related fringe benefits, Contractor must provide supporting documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage-related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Workers' Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase shall be set at 16%. If Contractor can document that its percentage for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

- a. 16% for Allowable Fringe Benefits
- b. \$ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16), or
\$.18 x .16 = \$.03

$$\begin{array}{ll} \text{c.} & \text{Adjusted Bid Price/Hr/Officer + Fringe Benefits} \\ & = (E) + (F), \text{ or} \\ & \$15.18 + \$0.03 = \$15.21 \end{array}$$

After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

14.0 INSPECTIONS

The Contract Administrator or his representative reserves the right to inspect Contractor's job performance at any time.

15.0 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

16.0 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 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 a legislative body.

17.0 NON-DISCRIMINATION

The Contractor shall comply with all applicable Federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

18.0 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

19.0 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.

20.0 SEVERABILITY

If 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.

21.0 PROTEST

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; provided that a protest based upon the content of the solicitation shall be submitted in writing before the date set for receipt of offers.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer at the Department of Hawaiian Home Lands, 91-5420 Kapolei Parkway, Kapolei, HI 96707.

22.0 STATE'S GENERAL CONDITIONS

Nothing in the Special Provisions shall supersede the General Conditions. The Special Provisions shall serve to supplement the General Conditions.

23.0 LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions, Form AG-008. Liquidated damages are fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for every calendar day per location per violation the Contractor 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 Contractor.

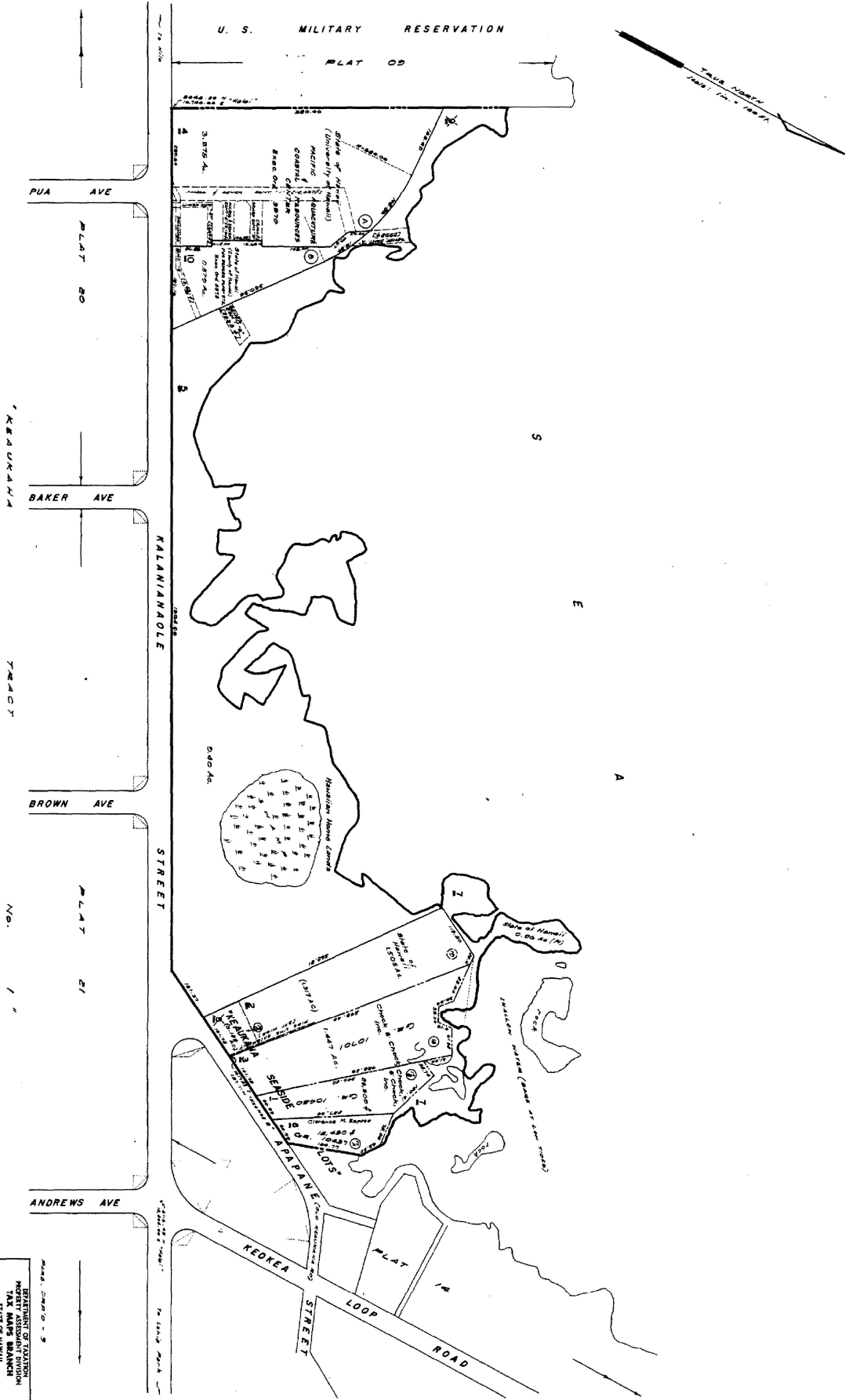
24.0 APPROVALS

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

DOE, KEAUKAHA, WAIKANA, S. HILO, HAWAII

FOR REAL PROPERTY TAXATION PURPOSES
 SUBJECT TO CHANGE

DEPARTMENT OF TAXATION			
PROPERTY ASSESSMENT DIVISION			
TAX MAP			
THIRD	TAXATION DIVISION	TAX	
2	1	1	1
SCALE 1 IN. = 100 FT			



Attachment A