

HAWAII STATE DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

October 16, 2026

REQUEST FOR PROPOSALS

RFP D26-039

SEALED PROPOSALS

TO PROVIDE

TREE MAINTENANCE SERVICES FOR VARIOUS SCHOOLS AND OFFICES
OF THE HAWAII STATE DEPARTMENT OF EDUCATION ON OAHU (SELECTED
DISTRICTS), HAWAII (DISTRICTS III AND IV), AND MAUI (DISTRICTS I THROUGH V)

**will be received through the State of Hawaii eProcurement System (HlePRO) at
<https://hiepro.ehawaii.gov> until 4:30 p.m., Hawaii Standard Time (HST)**

on

November 25, 2026

or such later date as may be established by an addendum to this Request for Proposals (RFP)

Offerors interested in responding to this electronic solicitation must be registered on the HlePRO (<https://hiepro.ehawaii.gov>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

A Virtual Pre-Proposal Conference will be held on October 22, 2026, at 9:30 a.m. (HST). Attendance is optional but highly recommended. Refer to RFP Section 1.11, Virtual Pre-Proposal Conference for more information.

Questions relating to this solicitation may be directed to Albert Perry, Procurement and Contracts Support Specialist, at telephone (808) 675-0130, via facsimile (808) 675-0133, or via email at albert.perry@k12.hi.us.

1. OVERVIEW OF PROCUREMENT PROCESS

1.1 Definitions and Acronyms

The following definitions apply to this solicitation.

- A. **Contract or Vendor List** means the combination of the signed agreement, solicitation, including the scope of work, the special conditions, the general conditions, and any addenda to the solicitation; the offer and any best and final offer(s); and any amendments to the contract; and any terms implied by law.
- B. **CONTRACTOR** means an individual, partnership, firm, organization, corporation, joint venture or other legal entity having a contract with the Hawaii State Department of Education and undertaking the execution of work under the terms of the contract and acting directly or through its agents, employees or sub-contractors.
- C. **Department** or **STATE** means the Hawaii State Department of Education.
- D. **General Conditions** means the General Conditions issued by the Department of the Attorney General of the State of Hawaii, referred to as Form AG-008, as revised, and included herein by reference. The applicable Form AG-008, as revised, included by reference, is the form in effect at the date the solicitation is issued.
- E. **HAR** means **Hawaii Administrative Rules**.
- F. **HRS** means **Hawaii Revised Statutes**.
- G. **Offer** means a proposal submitted in response to this solicitation.
- H. **Offeror** means any individual, partnership, firm, organization, corporation, joint venture, or other legal entity, submitting an offer in response to this solicitation.
- I. **Project** means this RFP to develop a resulting Contract or Vendor List of the goods and/or services specified.
- J. **Proposal** means the document submitted by an offeror in response to this solicitation.
- K. **RFP** means **Request for Proposals**, the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda, whether attached or incorporated by reference.
- L. **STATE** or **Department** means the Hawaii State Department of Education.
- M. **Vendor List or Contract** means the combination of the signed agreement, solicitation, including the scope of work, the special conditions, the general conditions, and any addenda to the solicitation; the offer and any best and final offer(s); and any amendments to the contract; and any terms implied by law.

1.2 RFP Organization

This RFP is organized as follows:

- Section 1. Overview of Procurement Process. Provides Offerors with a general overview of the RFP process.
- Section 2. Purpose and Overview. Provides Offerors with general information about the objectives of this project and RFP, and critical success factors.
- Section 3. Scope of Work and Requirements. Provides Offerors with a general description of the tasks to be performed, delineates Hawaii State Department of Education and CONTRACTOR's responsibilities, stipulates Offeror qualifications, and defines deliverables.

- Section 4. Proposal. Describes the required format and content for the Offeror's submittal, and establishes requirements for the Price Proposal.
- Section 5. Proposal Evaluation. Describes how proposals will be evaluated by the Hawaii State Department of Education.
- Appendix A. Offeror Identification and Information Form
- Appendix B. Wage Certificate
- Appendix C. Executive Summary
- Appendix D. Offeror Information, Background and Qualifications
- Appendix E. Comparable Tree Maintenance Experience
- Appendix F. Key Personnel – Qualified Arborist
- Appendix G. Price Proposal
- Appendix H. Contract Minimum and Special Conditions
- Appendix I. Sample Forms: Quote Form and Delivery Order Form
- Appendix J. State of Hawaii's General Conditions

1.3 Procurement Authority

This procurement is being conducted as a competitive sealed proposals procurement in accordance with the procedures set forth in HRS § 103D-303 and Title 3, Subtitle 11, Chapter 122, Subchapter 6, HAR. The relevant provisions of HRS § 103D, and their associated HAR, are incorporated by reference and made a part of this RFP.

1.4 Issuing Office and RFP Contact Person

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

RFP Point of Contact: Albert Perry

email: albert.perry@k12.hi.us

Phone: (808) 675-0130

Fax: (808) 675-0133

Issuing Office:

Hawaii State Department of Education

Procurement and Contracts Branch

Waipahu Civic Center

94-275 Mokuola Street, Room 200

Waipahu, Hawaii 96797

1.5 Procurement Timetable

Except as noted, the following schedule represents the STATE's best estimate. 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 the STATE reserves the right to amend or

revise the timetable without prior written notice when such revision or amendment is in the STATE's best interest.

Activity	Estimated Dates
Public Notice announcing Request for Proposals (RFP)	October 16, 2026
Virtual Pre-Proposal Conference	9:30 a.m., October 22, 2026
Deadline for submission of written questions	On or before 2:00 p.m., November 6, 2026
STATE's responses to written questions	on or about November 13, 2026
Proposal Due Date and Time Proposals will be received through the State of Hawaii eProcurement System (HlePRO) at https://hiepro.ehawaii.gov until 4:30 p.m., Hawaii Standard Time (HST) THERE ARE NO EXCEPTIONS TO THIS PROPOSAL DUE DATE UNLESS THE DATE IS AMENDED IN WRITING BY THE PROCUREMENT AND CONTRACTS BRANCH.	4:30 p.m., November 25, 2026
Evaluation of Proposals	November 27 through December 18, 2026
Determination of Priority-Listed Offerors (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Contractor(s) Selected	On or about January 2026
Contract Award	On or about February 2026
Contract Commencement Date	Upon Full Execution

1.6 **Cancellation of RFP; Rejection of Proposals**

This RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the STATE.

1.7 **Electronic Procurement**

- 1.7.1 The STATE utilizes the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov>, select HlePRO Vendor Registration and then Vendor Registration Guide.
- 1.7.2 The STATE will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the STATE through HlePRO, including additions or changes with respect to the dates specified herein. The STATE is not responsible for any delay or failure of any Offeror to receive any materials regarding this RFP on a timely basis.
- 1.7.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a

mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term, payable to Tyler Hawaii, the vendor administering HlePRO.

1.7.3.1 For resultant Price and/or Vendor Lists, the mandatory fee (.75%) is applicable for sales calculated on a quarterly basis, not to exceed \$5,000, for the first year only. This transaction fee shall be based on the total sales made against this contract, payable to Tyler Hawaii, the vendor administering HlePRO.

1.7.4 HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

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

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

1.8 Required Review and/or Written Questions

It is the Offeror's responsibility to carefully review this solicitation for defects and questionable or objectionable matter. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.

Comments concerning defects, discrepancies, omissions, questionable or objectionable matter, or questions related to this RFP must be made in writing to allow issuance of any necessary amendments to the RFP. It will also help prevent exposure of Offeror's proposal prepared in response to a defective or inaccurate solicitation upon which award could not be made.

Comments related to this solicitation shall be communicated in writing to the RFP Contact Person identified via fax or e-mail by the date and time established for submission of written questions to ensure an official response. The STATE will not respond to verbal or informal questions.

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.

The response(s) to the prospective Offerors' written questions received by the scheduled date shall be compiled, shall omit reference to the source(s) of the questions, shall be issued as an addendum to the RFP, and shall become a part of the RFP. The STATE will publish the questions as they are submitted including any background information provided with the question. The STATE at its sole discretion may omit questions which may be combined or may paraphrase questions and background content for clarity.

The STATE's responses shall be communicated in writing via addenda and will be posted on the HlePRO. The STATE is not responsible for delays or non-receipt of any communications by the prospective Offerors.

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

1.9 RFP Addenda

The STATE reserves the right to amend this RFP at any time prior to the closing date, or prior to the due date for best and final offers. All addenda issued shall be incorporated into the resulting contract. Failure of any Offeror's receipt of any such addenda or interpretations shall not relieve the Offeror of any

obligation under this solicitation. It is the responsibility of the prospective Offeror to monitor the HlePRO to obtain RFP addenda or other information relating to the RFP.

1.10 Notice of Intent to Offer (Letter of Intent)

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

1.11 Virtual Pre-Proposal Conference

A Virtual Pre-Proposal Conference will be held on October 22, 2026, 9:30 a.m. (HST) via Video Conference, which includes an option to participate by telephone only. Attendance is voluntary but interested Proposers are highly encouraged to attend to gain understanding of the RFP requirements, breadth and scope of work involved under this RFP, and an overview of how proposals will be evaluated. It is the intent of the STATE to informally address questions concerning this RFP at the Virtual Pre-Proposal Conference. Official responses to questions and revisions to the original terms will be issued in writing as an addendum to this RFP.

Interested Offerors wanting to participate in the Virtual Pre-Proposal Conference may join using one of the following:

- Join via Google Meet Video: meet.google.com/uuy-spsx-qwy

If joining via the Google Meet Video link above, but do NOT have a Google or Gmail account, follow the prompts and click "Ask to Join;" the moderator will "admit" you into the video conference. There may be a short delay before you are admitted.

- Join via Telephone only (regular call charges apply):

Dial-in: (US) +1 276-738-2498

When prompted, enter the following Meeting PIN number: 984 041 715#

It is highly recommended to login to the Video Conference 5-10 minutes early. Attendees are requested to have a copy of the RFP on hand to help facilitate review during the Virtual Pre-Proposal Conference. If there are any technical issues when joining the Virtual Pre-Proposal Conference, please contact Todd Kaulukukui at 808-381-7324.

Interested Offerors joining by video conference, are encouraged to prepare by testing the use of Google Meet in advance to determine that the computer equipment or mobile device to be used will allow viewing of the video conference, that audio is working, and that it will be possible to submit questions via Chat.

1.12 Site Inspection

Offeror 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.

Site inspection is not mandatory; however, submission of a proposal shall be evidence that the Offeror understands the scope of the project and shall comply with all requirements stated herein, if awarded.

Offerors wanting to inspect project sites shall:

- A. Notify CA and/or POC of intent to obtain permission from identified school and office site(s);
- B. Follow proper school and security protocols by signing in at school office(s); and
- C. Consult school and office Administrative staff regarding other Visitor school and office protocols prior to school and office site inspection.

No additional compensation, subsequent to the proposal due date, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

1.13 Deadline for Proposals

Proposals shall be received through HlePRO. Proposals received after the deadline will not be accepted. Timely receipt of offers shall be evidenced by the date and time on HlePRO.

1.14 Proposal Opening

Proposals shall not be opened publicly, but the register of proposals and Offerors' proposals shall be open to public inspection upon posting of the award.

1.15 Disqualification of Proposals

The STATE 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.

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 the STATE:

1.15.1 Proposal received after specified deadline.

1.15.2 Proposals not received on HlePRO.

1.15.3 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 (for example, un-initialed erasures, prices which are obviously unbalanced).

1.15.4 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.

1.15.5 A Proposal signed by other than an authorized individual.

1.15.6 More than one Proposal from an Offeror, under the same or different names, whereby all Proposals from the Offeror shall be rejected.

1.15.6.1 Legally distinct Offerors such as subsidiaries or jointly-owned companies may submit Proposals and these Proposals may be accepted for evaluation and award if such Offerors submit with their Proposal a certificate of non-collusion which affirms that the Proposal is made freely and without collusion with another Offeror.

1.15.6.1.1 Legally distinct Offerors such as subsidiaries or jointly-owned companies shall submit business registration information indicating that the entities were not created after the RFP was released.

1.15.7 Evidence to the STATE's sole satisfaction of collusion among Offerors, lack of responsibility and cooperation to STATE 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).

1.15.8 Failure to possess proper licenses, facilities, equipment or sufficient experience to provide the proposed solution or to perform the work contemplated.

1.15.9 Evidence of any noncompliance with any applicable law or rule.

1.16 Proposal Evaluation

The STATE 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.

1.17 Proposal as Part of the Contract

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

1.18 Additional Terms and Conditions

The STATE reserves the right to add terms and conditions, if any. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

1.19 Offer Acceptance Period

The STATE's acceptance of a proposal, if any, will typically be made within ninety (90) calendar days after the opening of proposals. Prices quoted by the Offeror shall therefore remain firm for ninety (90) calendar days from the receipt of proposals.

1.20 Vendor List Performance Period

Formal written contracts will not be required for awards made in response to this solicitation. Successful Offerors will receive "Notice of Award by Vendor List" letters to which will be attached the Vendor List indicating awarded Offerors. This method of award does not waive compliance with the Scope of Work, Special Conditions, and General Conditions, Form AG-008 (as revised).

1.20.1 Vendor List

A Hawaii State Department of Education Vendor List will be issued as a result of any awards made against this solicitation. This Vendor List will be made available to schools and offices for use throughout the contract period. The actual purchases will depend on the needs of the STATE and availability of funds. There is no guarantee to purchase any amount of services.

Schools and offices are not required to purchase from the contracted vendors. Schools and offices may determine purchases from this vendor list are not suited for the schools' and offices' purpose and may purchase these services from other sources, however, the usual procurement rules and procedures apply to such purchases.

No work shall be undertaken by the successful Offeror(s) prior to the commencement date specified on the contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by a CONTRACTOR prior to the official starting date.

Most purchases off of the resulting vendor list will be made by the Hawaii State Department of Education, Facilities Business Branch (FBB), Facilities Maintenance Branch (FMB), or their authorized representative(s), on behalf of the Hawaii State Department of Education School and/or Facility. However, there may be instances that schools and/or facilities have trees for which they are responsible for. In those cases, the school and/or facility will conduct their own purchase off of the resulting vendor list after authorization to proceed from FMB has been obtained.

1.20.2 Award Period

Award shall commence upon full execution of the contract and shall end on May 15, 2027.

1.20.3 Vendor List Renewal

The Vendor List may be extended for not more than three (3) 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 the STATE and the CONTRACTOR. 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.

1.21 Contract Award

Award, if any, shall be made on a multiple-vendor basis to the responsible Offeror(s) with a minimum evaluation score of as specified in RFP Section 5.2, Evaluation Criteria, and whose proposal the STATE deems advantageous in accordance with the evaluation criteria specified.

1.22 Responsibility of Offerors; Hawaii Compliance Express

The Offeror is advised that if awarded under this RFP, Offeror shall, upon award, 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. That Offeror is registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
 2. That Offeror is 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 Hawaii State Department of Education, Procurement and Contracts Branch upon award. 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 registration fee of \$12.00.

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.

1.23 Failure to Execute Contract; Timely Submission of Certificates

At time of award, the above *Certificate of Vendor Compliance* and any other documentation and certification shall be submitted to the Hawaii State Department of Education, Procurement and Contracts Branch as soon as possible or by the deadline established by STATE. If a valid certificate or compliant documentation is not submitted on a timely basis for award, award made to an Offeror otherwise responsible may be annulled.

Failure to execute a contract as required within ten (10) calendar days or such further time as the STATE may allow after the Awardee has received the contract for execution shall be just cause for the annulment of the award. STATE 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 the STATE.

1.24 Notification of Award; Non-selected Offeror(s)

Upon award to the successful Offeror(s), the STATE shall post publicly, a notice of award on the HlePRO and which may be viewed on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>. Additionally, the STATE will provide notification of the award to any non-selected Offeror(s). The STATE 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.

1.25 Debriefing

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

1.26 Protest

Pursuant to §103D-701, HRS and §3-126, HAR, a protest of the solicitation must be submitted prior to the date set for receipt of offers, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or within five (5) working days following a debriefing. The award(s), if any, resulting from this solicitation shall be posted on the HlePRO and shall be posted on the Hawaii Awards and Notices 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 the Hawaii State Department of Education's, Chief Procurement Officer, c/o Procurement and Contracts Branch at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

2. RFP PURPOSE AND OVERVIEW

2.1 PURPOSE AND GOALS

The purpose of this Request for Proposals (RFP) is to create a Vendor List for the provision of tree pruning, tree removal, and other tree care services for various schools and offices of the Hawaii State Department of Education. Orders for services are not guaranteed and will be on an “as-needed” basis during the agreement period.

The primary goals of the tree maintenance services are to address and reduce actual and potentially hazardous tree conditions, keep the tree risks to people, property and site operations as low as reasonably achievable, and protect them from injury or damage.

2.2 OBJECTIVES

The Hawaii State Department of Education (STATE) will partner with CONTRACTOR(s) to provide tree maintenance services to various Hawaii State Department of Education schools and facilities in the following District(s) and Complex(es):

- Oahu
 - o Leeward District
 - o Farrington Complex
 - o Kailua-Kalaheo, Kalani-Kaimuki Complexes
 - o McKinley-Roosevelt, Castle-Kahuku Complexes
- Hawaii
 - o District III (Hookena-Kealakehe)
 - o District IV (Paauilo-Waikoloa)
- Maui
 - o District I (Lahaina Complex)
 - o District II (Baldwin Complex)
 - o District III (Maui-Kulanihakoi Complexes)
 - o District IV (Kekaulike Complex)
 - o District V (Hana-Lanai-Molokai Complexes)

Sample School and Office listings and Tree Maps are available on Google Drive:

https://drive.google.com/drive/folders/1wZx4b2GgiAC8m_BDp6UeTYtLYEfifl5S?usp=sharing; work is not guaranteed.

CONTRACTOR(s) shall partner with the STATE by fulfilling the following objectives:

1. Keep trees healthy and minimize conflicts with, and risks to, students, staff, and the Hawaii State Department of Education schools and offices.
2. Provide services and ensure the trees' compatibility with facility use and function, including, but not limited to, proper clearances, while protecting the trees' health and structural condition.
3. Be responsible for furnishing, arranging, and paying for all labor, equipment, tools, permits, military access pass clearances, and materials to perform all operations in connection with providing services as specified herein.
4. Perform arboricultural services in the time and manner specified herein, including providing appropriate tree inspection and reporting of significant safety concerns.
5. Use professional arboricultural practices that are based on the trees' anticipated physiological responses, and correct existing and potential problems rather than create new ones.
6. CONTRACTOR, together with their Qualified Arborist, shall prioritize safety while performing work specified herein.
7. CONTRACTOR's Qualified Arborist shall be responsible to directly supervise all tree operations at all times to maintain safe work practices and adherence to tree care standards.

8. Services shall be in accordance with the RFP, the Special Conditions, and the General Conditions, AG-008 (latest revision).

3. SCOPE OF WORK; PROJECT AND OFFEROR REQUIREMENTS

3.1 SCOPE OF WORK

3.1.1 ADHERENCE TO REGULATIONS AND STANDARDS

All work shall be performed in accordance with applicable Federal, State, and County rules and regulations. The CONTRACTOR shall obtain all necessary licenses, permits, and certifications required in full performance of this contract. Work shall also comply with the most current version of ANSI A300 and ANSI Z133 generally, and specifically:

- A. ANSI A300 Part 1: Tree, Shrub and Other Woody Plant Maintenance-Standard Practices (Pruning);
- B. ANSI Z133: American National Standard for Arboricultural Operation - Safety Requirements; and
- C. International Society of Arboriculture Best Management Practices Companion Publications associated with the ANSI Standards.

3.1.2 DEFINITIONS

The definitions below follow the International Society of Arboriculture Glossary of Arboricultural Terms 2015:

- A. Branch collar: Area where a subdominant branch is joined to another branch or trunk. A branch collar is created by the overlapping vascular (wood) tissues from both the subdominant branch and parent branch or trunk. Often enlarged at the base of the subdominant branch.
- B. Compartmentalization: Natural defense process in trees whereby chemical and physical boundaries are created that act to limit the spread of disease and decay organisms.
- C. Crown: Upper part of a tree, measured from the lowest branch, including all the branches and foliage.
- D. Crown cleaning: Removal of dead, dying, diseased, rubbing and broken branches, and removal of epiphytes including epiphytic trees, and vines, from the tree crown.
- E. Crown reduction: Selective pruning of the sides and top of the crown, using reduction cuts to a lateral branch (drop-crotch pruning). Crown reduction includes reduction of end-weight and/or length of selected branches or parts of a crown to shape the crown, and to control weight and extension. Crown reduction is especially applied to branches growing outside of the natural exterior surface of the crown, and to horizontal and semi-horizontal limbs with poor taper, excess end-weight, and/or excess length. Crown reduction entails pruning branch ends to inner or lower lateral branches large enough to assume the role of branch terminal.
- F. Directional pruning: Pruning of branches or crown in contact with or obstructing buildings, roofs, flag poles, solar irradiation for photovoltaic panel systems, and other infrastructure and improvements. Directional pruning provides clearance for improvements, safe use of a site, redirects growth and debris resulting from natural shedding, and reduces maintenance and repair expenses.
- G. Crown raising: Selective removal of lower branches of the crown to provide clearance for pedestrian and vehicle traffic, and sight lines for security and driving safety.
- H. Crown thinning: Selective removal of live branches and reduction of crown density, with the primary objectives of reducing wind-sail effect on the crown, and of reducing excessive branch end weight of the remaining branches. Crown thinning also has the secondary result of increasing light penetration and air movement.

- I. Crown restoration: The restoration of natural growth patterns by selective pruning that improves the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
- J. Heading: Cutting a branch back to a bud or small lateral branch less than one third ($\frac{1}{3}$) the size of the branch being cut. Heading cuts are performed only to meet specific pruning objectives, such as on current season's growth to remove large fruit or pods, or to reduce the length of a vigorous sprout that should be retained.
- K. Lion tailing: **THIS PRACTICE IS PROHIBITED**. Poor pruning practice whereby an excessive number of branches are thinned from the inside and lower parts of a branch or crown, leaving mostly terminal foliage. Lion tailing results in poor branch taper, poor wind load distribution, and a higher risk of branch failure.
- L. Stump grind: Mechanical grinding of the stump and any above and below grade roots to render the tree unable to grow.
- M. Stub cuts: **THIS PRACTICE IS PROHIBITED**. Internodal pruning cut far from the branch collar, resulting in a stub and inhibiting compartmentalization of the pruning wound. Stub cut branches typically have no foliage.
- N. Suckers: Vigorous, usually vertical shoots growing from the root crown and/or roots and root zone.
- O. Sprouts: Same as shoots; new stems growing from above-grade portions of a tree, including on the trunk, along the lengths of existing branches and at the edges of wounds. Commonly referred to as watersprouts.

3.1.3 ROUTINE ANNUAL PRUNING AND MAINTENANCE

Routine annual tree pruning and maintenance shall be performed on a regular periodic cycle approximately every twelve months in accordance with the Quote Form and resulting Delivery Order. Trees that are subject to routine annual pruning and maintenance will be identified as part of the Quote Form when obtaining quotes for the work.

CONTRACTOR's Qualified Arborist shall inspect all trees that are identified as part of the Quote Form and resulting Delivery Order. Inspection shall be performed annually as part of routine pruning and maintenance, as required herein. All general tree pruning and maintenance requirements described below shall be performed on each tree to the extent needed, and as requested by the STATE, in accordance with the requirements herein. The CA, POC, or other authorized representative may issue specifications for selected trees that shall be followed and/or performed as part of the routine cycle maintenance.

Annual pruning shall be sufficient such that all trees meet risk management objectives, remain in low risk condition for a twelve-month period at minimum, and allow continued proper use and function of their surroundings and their respective sites. Structural conditions that could contribute to failure, including but not limited to, leans, unbalanced crowns, codominant stems, and narrow branch and/or stem angles with included bark, shall be corrected. Tree pruning and maintenance shall include but is not limited to crown cleaning, removal of adjacent weed trees and palms, crown reduction, crown raising and directional pruning, thinning, and crown restoration.

Generally, the total volume of crown removed during annual maintenance shall be no more than about twenty-five percent (25%) of a given tree, however this guideline is to be adjusted based on tree health, species tolerance for heavier pruning and other arboricultural factors. Whenever possible, significant pruning shall be accomplished over multiple pruning cycles to avoid major and avoidable impacts to tree

health that could increase decay and poor compartmentalization, while still meeting safety, clearance, and other objectives.

CONTRACTOR should use the smallest possible pruning cuts that will achieve the same goals and objectives. Larger pruning cuts have a greater potential for decay compared to smaller pruning cuts, and should be used as a last resort.

3.1.3.1 Pest Treatment for Susceptible *Ficus* Species

For sites with Chinese banyan (*Ficus microcarpa*), weeping banyan (*F. benjamina*), and other susceptible *Ficus* species, CONTRACTOR's Qualified Arborist shall report recommendations to the CA, POC or other authorized representative, via the method designated by the STATE, for the treatment of the trees affected by stem gall wasp and lobate lac scale. CONTRACTOR shall obtain prior authorization of the CA, POC, or other authorized representative, and shall provide pest treatment for all *Ficus* species trees where treatment has been recommended and approved. Pest treatment shall be part of and concurrent with routine annual maintenance, as often as once yearly. Banyans in advanced declining condition shall not be treated and shall be reported to the CA, POC, or other authorized representative.

- A. Reporting: CONTRACTOR's Arborist shall, at least one week in advance of performing the treatments, report the Tree Identification Numbers; *Ficus* species; size(s) including trunk diameter (standard height or as specified), approximate height and spread; health condition; pest type and severity.
- B. Scheduling: If required and notified by the POC, CA, or other authorized representative, CONTRACTOR shall coordinate treatment scheduling to coincide with an independent inspection by POC, CA, or other authorized representative.
- C. Treatment methods: Trunk injection treatment only shall be performed. Soil drench, trunk or foliar spray, and other treatment methods are not permitted. CONTRACTOR shall provide treatment with imidacloprid ten percent (10%) for lobate lac scale, and emamectin benzoate four percent (4%) for stem gall wasp, or other similar treatment as recommended by University of Hawaii CTAHR (College of Tropical Agriculture and Human Resources). All treatments shall be performed per the product label instructions.
- D. Following treatment: CONTRACTOR's Arborist shall report the product names for treatment provided, name of technician providing the treatment, the date of treatment, and other details as requested by the POC, CA, or other authorized representative.

3.1.4 ADDITIONAL SERVICES

- A. Definition: Additional Services includes all work that is outside the scope of Routine Annual Pruning and Maintenance. Additional Services work will be within the Scope of this RFP. The CA, POC, or other authorized representative will obtain quotes and may negotiate directly with the CONTRACTOR to provide Additional Services prior to issuing the Delivery Order. Additional Services, may include, but is not limited to, the following:
 - 1. Major crown reduction or restoration pruning that is beyond the scope of routine annual maintenance services,
 - 2. Root pruning, for example to mitigate pavement damage,
 - 3. Crown cleaning, clearance pruning, and other tree services not identified to be part of the annual maintenance, but that are required for safety reasons,
 - 4. Removal of trees due to safety or other major concerns.
- B. Requirements: Once the Delivery Order is issued, the CONTRACTOR shall be required to perform the Additional Services work as specified and within the timeframe specified. Additional Services shall result in trees in low-risk condition, and allow continued normal use and function of their surroundings and their respective sites. Additional Services shall be provided in accordance with this RFP and the requirements herein:

1. Priority of Additional Services – The Department reserves the right to have Additional Services performed outside of normal business hours. The CA, POC, or other authorized representative shall identify the Additional Services as emergency, urgent, or normal priority. Additional services identified as emergency priority shall be completed within twenty-four (24) hours. Additional services identified as urgent priority shall be completed within three (3) to five (5) business days. Completion dates for Additional services of normal priority shall be determined based on each situation, and may vary between several weeks to three months or more.
2. Quotes – Quote(s) for Additional Services shall be submitted as follows: quotes for Additional Services identified as emergency priority shall be submitted within three (3) hours, and quotes for Additional Services identified as urgent priority shall be submitted within twenty-four (24) hours.
 - a. Variable Work Conditions – CONTRACTOR shall submit quotes that are reasonable and justified in response to the actual work conditions of an Additional Services request. CA, POC, or other authorized representative may consider tree height and spread in addition to trunk diameter when evaluating the reasonableness of a quote and may negotiate directly. It is expected that where the work area is accessible for equipment, no major obstructions are present, and other normal work conditions prevail, a quote will be significantly lower than the proposed Appendix G, Additional Services Unit Price. Additional Services quotes shall include only those variable work conditions that are present, unavoidable, and that limit access, obstruct operations, require specialized equipment, resources or permits, or otherwise impact work efficiency. Quotes shall not exceed the Appendix G, Additional Services Unit Price for the requested service(s).
 - b. Upon request by the CA, POC, or other authorized representative, CONTRACTOR shall provide a detailed cost breakdown demonstrating the variable work conditions, and justify the quote submitted for Additional Services in a manner and level satisfactory to the CA, POC, or other authorized representative. For the purposes of determining the reasonableness of quotes, trees with multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of all significant trunks.
3. Specifications – Where the CA, POC, or other authorized representative issues work specifications for Additional Services, CONTRACTOR shall carefully adhere to the requirements.
4. Scheduling – CONTRACTOR will coordinate scheduling and campus access directly with the site's Administrator or other authorized site representative to determine acceptable dates and times to perform Additional Services work. When scheduling work, the CONTRACTOR shall provide information as to where onsite the work will be performed, estimated start and finish dates and times, equipment to be used and/or anticipated noise levels, and other details that may affect site activities and scheduling. Where specified, CONTRACTOR shall perform Additional Services at the same time as when they're on a given site for routine annual pruning and maintenance.
5. Invoicing – CONTRACTOR shall bill Additional Services separately from routine annual pruning and maintenance services at the price(s) approved for said services. The STATE will pay the CONTRACTOR the amount equal to the approved quoted price multiplied by the actual tree quantity. Unless the CONTRACTOR is authorized to perform additional work, the STATE shall not be held responsible for payment of any such work performed by the CONTRACTOR.

3.1.5 GENERAL TREE PRUNING, MAINTENANCE, AND REMOVAL REQUIREMENTS

The following general tree pruning and maintenance requirements shall apply to both Routine Annual Pruning and Maintenance, and Additional Services.

- A. Cleaning of the crown, trunk and root flare – CONTRACTOR shall clean the crown, trunk and root flare or, in the case of palms on the maintenance schedule, the root initiation zone. This includes, but is not limited to, removal of all branches 0.5-inch diameter or greater that are dead, dying, diseased, or damaged; removal of branch stubs; subordination or removal of weakly attached (due to included bark and/or codominance), poorly placed, rubbing and/or conflicting branches; subordination of temporary suckers and watersprouts, and removal of redundant or oversized temporary watersprouts while retaining selected temporary and permanent sprouts; removal of hazardous fruit or pods such as those from sausage trees; removal of dead or dying fronds and all flower and/or fruit stalks of palms that are part of the site's Inspection Form; removal of all epiphytic growth, vines, and weed tree and palm seedlings in the crown, on the branches and trunks, or at or within the critical root zone.
- B. Crown reduction – CONTRACTOR shall prioritize crown reduction pruning to improve the structure of trees that could fail due to significant crown height, branch length or end weight, lion-tailed structure, a history of topping, or other conditions and issues. Such trees shall be pruned using crown reduction methods such that branches, individual trunks, and the entire tree is unlikely or very unlikely to fail within a one-year timeframe. Crown reduction is to be performed on the exterior of the crown at the top and sides, including, but not limited to, reduction of crown height and/or horizontal spread, and reduction of length and/or end-weight of specific branches, especially horizontal or semi-horizontal branches.
1. Codominant stems and leaders, such as in Araucaria species (Cook pine and Norfolk pine), shall be reduced to subordinate the unwanted stems, with the end goal of complete removal if and when appropriate. Pruning to achieve subordination shall remove forty to sixty percent (40% to 60%) or more of the volume of the subject stem every year. Where possible, reduction cuts shall be used; heading cuts may need to be employed to subordinate a codominant stem if laterals are absent or of insufficient size. Subordinated stems and leaders may be removed when their diameters are sufficiently reduced relative to the diameter of the main stem or leader.
 2. Selected trees that are upwind from adjacent properties, produce above-average quantities of debris, and are in good health and growing vigorously, shall be maintained using above-average rates of crown reduction pruning.
- C. Crown raising and directional pruning - CONTRACTOR shall prune the crowns to prevent encroachment over adjacent properties, contact with or obstruction of structures and other improvements, including camera and wireless signals, or interfering with access, visibility or other necessary functionality. Tree crowns over public right-of-ways also shall be pruned for clearance and to maintain low risk conditions. Pruning shall be sufficient to prevent growth from encroaching within the required minimum clearance distances between maintenance cycles, as specified below.

Minimum Clearance Distance (feet)	Description
16	Over driveways and roads
13	Over parking stalls
10	Over: Lawn and other landscape areas Over: Pedestrian walkways
Full vertical clearance, plus 3 to 5 feet	Over adjacent properties – the crowns of all trees shall be at least 3 to 5 feet inside the property line at all times, depending on growth rate.

Minimum Clearance Distance (feet)	Description
Full vertical clearance, plus 3 to 5 feet	Air conditioning equipment, Sculptures, statues and other outdoor art (branches shall be clear of the outermost perimeter, except as specified by authorized personnel)
Full vertical clearance, plus 3 to 5 feet	Athletic fields – including, but not limited to, all striped areas; edge of pavement or perimeter fencing for basketball and tennis courts, and tracks
Full vertical clearance	Over structures and roofs, including roofs over covered walkways. Trees with woody fruit posing a slip hazard (includes, but is not limited to, Madagascar olive and kou) shall be pruned for full vertical clearance over walkways.*
6 minimum	Horizontal clearance from the sides of buildings, fences, and other structures
10	Electrical, telephone, cable, and other wires
8	Solar irradiation for photovoltaic panel systems, including directional and reduction pruning of the sides and tops of crowns to keep the height below nearby panels.
5	Over fences
8 feet in all directions	Signs – sign face shall be visible from all views
8 to 10	Flag poles
4 to 6	- Security camera fields of view, aerial signal devices - Light fixtures and similar fixtures, while also providing sufficient clearance to allow full illumination
3 to 4	Other smaller permanent trees

Similar clearance shall be provided for all other improvements and structures not specifically listed so as to prevent damage and interference with normal function, and to facilitate maintenance.

When pruning next to buildings with rooftop photovoltaic panels, downwind properties, and similar locations specified by the CA, POC, or other authorized representative, the crowns of selected trees shall be sloped or tapered from the center and top to the dripline. Do not prune these trees to develop a flat (vertical) exterior.

* Where a tree crown has not been pruned for full vertical clearance in the past, crown reduction shall be conducted over multiple pruning cycles so as to avoid large pruning wounds that may result in excessive decay. If pruning for full vertical clearance is expected to result in a major impact to the structure or health of a tree, it shall be pruned to the extent possible without causing major impacts, then reported to the CA, POC or other authorized representative so that a final determination can be made as to its disposition.

- D. Crown thinning – Where needed, CONTRACTOR shall perform crown thinning to reduce drag and the risk of tree failure during major wind events, including, but not be limited to, selective removal of branches and oversized temporary watersprouts to reduce crown density, especially if they are growing closely together or poorly placed. However, branches and watersprouts in the interior canopy that are well-placed shall be retained to improve branch taper and prevent a liontailed structure from developing. Generally, no more than about thirty-three percent (33%) of temporary sprouts should be removed during any given pruning cycle. Thinning is ineffective and shall not be done for the purpose of reducing the risk of branch failure. Instead, crown reduction pruning shall be used where there exists an excessive risk of branch failure that needs to be mitigated.
- E. Crown restoration – CONTRACTOR shall perform crown restoration on all trees that were previously topped, broken, severely headed, liontailed, or otherwise damaged. CONTRACTOR shall perform work including, but not limited to, the following:

1. Temporarily retain watersprouts, whether growing along branches, on trunks or around pruning wounds, to support improved health, wound closure and compartmentalization, and development of branch taper. Head back or remove temporary sprouts that become too large, and selectively retain and train well-placed sprouts to develop permanent branches as needed.
 2. Retain and develop vigorous, well-placed sprouts into permanent branches by reducing or heading back as needed while small, to control their length, develop lateral branches, and ensure strong attachment for their size.
 3. Large permanent sprouts that were not pruned when smaller may need to be selectively reduced or headed back due to poor taper or poor attachment, or excessive length or end-weight; others may need to be removed. Those of acceptable length and end-weight may be retained without major restoration pruning. In this manner, one to three sprouts on the end of each main branch stub should be developed into permanent branches to rebuild a more normal crown structure.
- F. Tree and Stump Removal: CONTRACTOR shall provide all required labor, materials, equipment, and incidental requirements to remove and dispose of unsafe, dying or dead trees, and remove stumps as requested by the STATE. This work will be done as Additional Services. CONTRACTOR shall grind remaining stump(s) and any above and below grade roots to remove any trip hazards, to reduce resprouting, and to reduce future settling resulting from decomposition of root remnants.

Where stump and/or root removal is to be provided, CONTRACTOR shall:

1. Contact 811 to have the work area inspected for underground utilities.
2. CONTRACTOR shall report to the POC conditions where stump grinding cannot be performed or must be performed on a limited basis. Such conditions include, but are not limited to, the presence of nearby trees or palms to remain where the roots of such trees may be excessively impacted; slope or soil conditions that may be made unstable by stump grinding; and presence of underground utilities within the stump grinding area. CONTRACTOR shall obtain written approval from the POC on a case-by-case basis for the modification of stump and root removal requirements.
3. Completely remove the stump, all above-grade roots including any that might be beyond the immediate root flare area, and all raised soil areas covering shallow roots. Above-grade remnants of the stump shall be fully removed including any embedded material such as metal stakes, rocks and remnants of old paving material.
4. Stumps less than eighteen (18) inches in diameter at grade shall be ground to a minimum depth of six (6) to twelve (12) inches below the surrounding soil grade; stumps eighteen (18) to thirty-six (36) inches in diameter or larger at grade shall be ground to a minimum depth of twelve (12) to eighteen (18) inches below the surrounding soil grade. Stumps greater than thirty-six (36) inches diameter at grade shall be ground to a minimum depth of eighteen (18) inches. The CA, POC or other authorized representative may issue additional specifications.
5. If grinding equipment cannot be used near pavement or other obstructions, CONTRACTOR shall utilize any other means determined to be appropriate to complete the removal of stump and root remnants. There shall be no raised areas remaining that could pose a trip hazard.
6. All chips and other loose stump and root debris shall be removed and the area backfilled with good quality topsoil, spread level with the surrounding grade and compacted into place using foot pressure (no mechanical compaction) to prevent settling. Backfill soil shall have no more than ten percent (10%) residual stump and root removal debris.

- G. Debris Removal - CONTRACTOR shall collect and remove all work debris, including tree parts and stump grinding debris, and all other work materials on the same day it is generated. Work debris shall not be left unattended at the work site by the CONTRACTOR. Debris shall be disposed of at recycling facilities or disposal sites that meet the requirements of all governmental agencies. There shall be no deviation pertaining to removal of work debris.

3.1.6 QUALIFIED ARBORIST

For the duration of the Contract, including extensions, if any, there shall be at least one (1) Qualified Arborist on site and directly supervising work at all times when tree work is being performed. The Qualified Arborist shall be in compliance at all times with the qualifications and requirements specified herein.

CONTRACTOR shall keep the CA and/or POC advised at all times as to the identity of the Qualified Arborist.

During the Contract term, in the event of a change in Arborist, CONTRACTOR shall complete the Appendix F, Key Personnel – Qualified Arborist, and provide all required information for the new Qualified Arborist. The Appendix F, Key Personnel – Qualified Arborist, shall be submitted in writing to the CA and/or POC for approval. The STATE will review all documents submitted. No work under this Contract shall be conducted until the new Qualified Arborist has been approved by the CA and/or the POC.

The Qualified Arborist shall:

- A. Possess the Certified Arborist credential from the International Society of Arboriculture for a minimum of five (5) years. The Qualified Arborist shall maintain ISA certification throughout the Contract period, including extensions, if any.
- B. Possess minimum five (5) years of work experience as a Qualified Arborist, including, but not limited to:
 - 1. Knowledge and experience in the pruning practices and maintenance of all tree species included herein.
 - 2. A sound knowledge and understanding of local tree species and their characteristics affecting structure, pruning requirements, and the assessment of risk.
 - 3. Possession of a thorough working knowledge of the most current ANSI Z133 and ANSI A300 standards.
 - 4. 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, cleanup, safety, and compliance with all requirements herein.
 - 5. Experience in and ability to assess trees for potentially hazardous conditions and make safety determinations prior to and during workers entering trees, including but not limited to identifying cracked or raised soil; branch or trunk cracks; abnormal growth indicating weak tree parts; leans or sweeps; the presence and extent of decay, diseases and pests; dead or declining trees or tree parts; and other indications or conditions affecting tree maintenance worker safety.
 - 6. Experience in and ability to provide effective assessment, communication and mitigation of tree risk. Knowledge and skills shall include but are not limited to, assessment of health and structure of trees, environmental and site condition factors, and potential targets or conflicts; analysis and categorization of potential tree failure events and how they are likely to impact

sites and users; and prompt and consistent application of measures to reduce risk and protect school activities and users.

7. Qualifying as an Incidental Line Clearance Arborist by training and experience, be closely familiar with OSHA and ANSI provisions and their application to tree maintenance work, and be able to supervise workers to employ safety-related work practices near electrical hazards that protect against the voltage levels to which they're exposed.
8. Obtain and maintain electrical hazards awareness training (for example, Electrical Hazards Awareness Program (EHAP)).

C. Possess and maintain certification for First Aid and CPR at all times.

In the event the CONTRACTOR fails to provide a Qualified Arborist at the worksite during any phase of ongoing tree operation, the CA, POC, or authorized representative has the right to temporarily suspend work operation and/or terminate the Contract due to CONTRACTOR's non-compliance. Suspended work operation may resume upon approval by the CA and/or POC, 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 CONTRACTOR's own expense.

3.1.6.1 Qualified Arborist's Responsibilities

The Qualified Arborist shall:

- A. Represent the CONTRACTOR at the worksite, be competent to act on behalf of the CONTRACTOR, and understand and carry out instructions which may be given by the CA, POC, or authorized representative.
- B. Be physically present on site at all times while work is being performed. No breaks will be allowed to accommodate the use of one Qualified Arborist on a separate contract or job.
- C. Remain, at all times, on site and positioned in such a way that they can observe and communicate with the workers performing the tree maintenance operations.
- D. Supervise safety inspections and operations of personnel and equipment; ensure that safe work practices are in use by personnel at all times; ensure equipment is in good condition and operable, and used in accordance with the manufacturer's recommendations. See also Section 3.8, Safety Requirements, for additional specific requirements.
- E. Determine whether an electrical hazard exists before entering or performing work on or in a tree. CONTRACTOR's Qualified Arborist shall supervise all workers to ensure safety related work practices at all times, including, but not limited to:
 1. Remaining at least ten feet from all electrical hazards in the public Right-of-Way, including power lines and other potentially conductive utilities.
 2. On Hawaii State Department of Education sites, observance of minimum approach distances, during work near electrical hazards. All work in proximity to electrical hazards shall be performed according to ANSI Z133, Section entitled "Electrical Hazards" (most recent edition).
- F. Report any tree that is found to be within the minimum approach distance of ten (10) feet from any power lines, other electrical hazards, or other potentially conductive utilities in the public Right-of-Way. Report shall be to both the appropriate electric utility vegetation management unit

and to the POC and/or authorized representative. In these cases, the STATE, together with the local utility company, will determine how to proceed.

- G. Conduct a 360-degree basic assessment of all trees that are on the routine maintenance schedule or part of authorized additional and/or emergency services, as defined by the International Society of Arboriculture. The Qualified Arborist shall identify defects or safety concerns including, but not limited to, significant crown decline or pest damage, fungal fruiting structures, cracks, wounds with decay, cavities and/or structural issues including of the lower trunk, root flare, and changes in overall lean or at the root zone (ground-level vegetation and/or debris interfering with visibility shall be moved or pushed aside to confirm the condition of the root flare and root plate). Qualified Arborist shall oversee tree workers in aerial equipment and in the crowns of trees to perform basic assessment of the crowns using visual and basic tool methods.

The Qualified Arborist shall certify via the method designated by the STATE that inspection was conducted; or that inspection cannot be performed including an explanation as to the reason(s). Where a tree is found to have significant or potentially significant risk condition(s) that remain after routine maintenance is performed, the Qualified Arborist shall:

1. Perform a Level Two Basic Risk Assessment – use of the ISA Basic Tree Risk Assessment Form is not required, however assessment shall follow the same methodology and include inspection of the entire tree, with the use of basic tools as needed, including but not limited to, binoculars, mallet, probe, or knife (for example, to remove loose bark); assessment of the site conditions; and assessment of the use and structures and/or property in the vicinity of the tree;
 2. If the tree or tree parts could fail before additional inspections and/or risk mitigation can be performed, then the Qualified Arborist shall inform school and office personnel and recommend barricades and/or other protective measures to safeguard persons and property from avoidable risks; and
 3. Report findings and recommendations to the POC and/or authorized representative by phone or text, followed by a written report via email, other electronic reporting method specified by the POC and/or authorized representative, or letter. Reporting shall include:
 - a. Tree identification number, species, tree dimensions (trunk diameter at standard height, approximate height and crown diameter), and other identification information;
 - b. Description of the defect size and/or significance (minor, moderate or major), tree part, height above grade, and location;
 - c. Description of the target zone and what could be struck or obstructed in the event of failure; the likelihood of failure and risk assessment time frame; and
 - d. Efforts made to block off the area or otherwise mitigate the risk of injury or damage to people and property.
 - e. Photos of the whole tree and area(s) of concern. Due to privacy requirements, photos shall exclude students; if students can't be excluded, then their images must be digitally erased or blurred to prevent potential recognition.
- H. Where a request for tree assessment is provided to the CONTRACTOR about selected trees, the Qualified Arborist shall perform the assessment as assigned and in the manner described below.
1. Assessment may include Level Two Basic Risk Assessment as described above, including but not limited to, inspection with basic tools and/or aerial inspection.

2. The Qualified Arborist shall report updated findings and recommendations via electronic or other reporting methods to the POC and/or authorized representative.
 3. Reporting shall include the date and name of the Qualified Arborist performing the inspection, observations and findings as described above or as specified in the inspection request, a summary of routine maintenance work performed to mitigate risk or other concerns such as infrastructure conflict, and further recommendations as needed to achieve tree pruning and care goals and objectives.
 4. Any additional recommendations shall include the timeframe by which the recommendations should be performed.
- I. Inspect for and promptly report sightings of wildlife that are protected, significant or otherwise designated as species of concern, including, but not limited to, Hawaiian hoary bat pups and adults, and incubating White Terns and their chicks. Protected wildlife shall not be moved, removed, harmed, or harassed in any manner. Per State and Federal-approved best practices guidelines, White Tern adults that are not incubating or raising young may be gently shooed away from work areas if their presence interferes with work.
- Such wildlife shall be reported to the POC and/or authorized representative by phone or text as needed, and shall be followed up in writing via email other electronic reporting method specified by the POC and/or authorized representative, or letter. Report shall include date and time of observation, location, Tree ID Number, description of the protected fauna that was observed, and a summary of measures taken to comply with State and Federal regulatory requirements.
- J. Ensure the CONTRACTOR has the Qualified Arborist's current cell phone number. The CONTRACTOR shall ensure the CA, POC, or authorized representative has the Qualified Arborist's current cell phone number as this number will be used to contact the Qualified Arborist directly in the event of any complaints and/or emergencies. Qualified Arborist shall provide an immediate response when contacted by the CA, POC, or authorized representative.

3.1.7 ELECTRONIC TREE MANAGEMENT SYSTEM

The STATE may update to an electronic tree inventory management system during the Vendor List agreement period. CONTRACTOR shall use the designated systems and methods identified by the CA, POC, or their authorized representative to perform required coordination and communication activities. Required activities to be performed by the CONTRACTOR may include, but shall not be limited, to:

- A. Post the schedule or individual work dates for Routine Maintenance and Additional Services.
- B. Check in at the beginning of the work day.
- C. Confirm the quantities and types of trees on the maintenance schedule.
- D. Review all individual tree work specifications that have been assigned by the CA, POC, or other authorized representative as part of Routine Maintenance, and report completion of such tasks.
- E. During Routine Maintenance, CONTRACTOR's Qualified Arborist shall report basic assessment of all trees that are part of the routine maintenance as required within this RFP.
- F. The Qualified Arborist shall report individual trees with significant health or structural concerns, and include recommendations as needed.
- G. Where Additional Service work is recommended, Qualified Arborist shall:
 1. Include Tree ID Numbers and species. If the tree(s) lack ID number(s), accurate location information shall be provided.
 2. Provide specifications sufficient to accurately define the work to be performed, including but not limited to: identification of side(s) of each tree and height above grade where pruning is recommended, quantities and dimensions of branches or crown pruning to be performed (pruning cut diameters and lengths or distances); estimated total crown volume reduction for recommended pruning; radius of grinding for removal of a stump and above-grade roots;
 3. Provide photos sufficient for correct identification of the tree(s) and the recommended work.
 4. Recommend the timeframe when the work should be completed.

- H. If required, use the system to obtain the required signature from the site Administrator or authorized representative, confirming that Routine Maintenance has been completed.
- I. All entries, assessments, photos, and reports shall be accurate, complete, and submitted on the same day the work is performed unless otherwise authorized by the STATE.

CONTRACTOR is required to provide their own equipment for these activities at no additional cost to the STATE. A tablet is recommended for field operations; cellular phones may be adequate for viewing selected tree records.

CONTRACTOR personnel who will be using the tree inventory management system shall attend the tree inventory management system training at no additional cost to the STATE. The training will be provided by the STATE CA, POC, or their authorized representative.

3.1.8 WORK SCHEDULING AND DAILY REPORTING

- A. Within ten (10) days of Notice of Award, the CONTRACTOR shall submit a written Projected Work Schedule for tree maintenance at each school and sites for review and approval by the CA and/or POC. Scheduling may be modified by the CA, POC, or school and office(s) as required.
- B. Pruning and maintenance work shall not commence earlier than the start date on the fully executed contract.
- C. Routine pruning and maintenance shall be performed once annually as directed by the CA, POC, or their authorized representative. Work shall take place in the summer to the extent possible, and shall be completed within the timeframe as specified on the Quote Form, or sooner, or within the extended timeframe authorized by the CA, POC, or authorized representative.
- D. Whether scheduling routine annual pruning or Additional Services work, the CONTRACTOR shall coordinate directly with the School or Office to determine acceptable work dates and times. Work shall be performed Monday to Friday during daylight hours and during normal school and office business hours. Work during Saturdays, Sundays, and/or holidays may be granted upon the CONTRACTOR's written request, school site location(s) agreement with each school principal or other authorized school and office representative, and approval by the CA, POC, or other authorized representative. Any work performed outside of normal school and office business hours shall be coordinated with the approval of each school principal or other authorized school or office representative, to include gaining site access.
- E. The CONTRACTOR shall at all times conduct their work to assure the least possible disruption of activities by the school and the general public. When scheduling work, CONTRACTOR shall provide information about where onsite the work will be performed, estimated start and finish times (including extra days if needed), equipment to be used and/or anticipated noise levels, and other details that may affect site activities and scheduling.
- F. The CONTRACTOR shall confirm the work dates and times with the CA, POC, or other authorized school or office personnel forty-eight (48) hours prior to the scheduled start of work at the school and office. If a scheduled work date or time must be cancelled or rescheduled, the CONTRACTOR shall inform the CA and/or POC, and the school or office(s) at the earliest possible opportunity.
- G. The order of work shall be performed as assigned by the CA, POC, or their authorized representative. Scheduling may be modified by the CA, POC, or authorized representative as required. The CONTRACTOR must complete all work at a school or office before starting at the next school or office. Any Additional Services that is requested at the same time as annual maintenance shall be completed by the same due date as the annual maintenance. Exceptions shall be approved in writing by the CA, POC, or their authorized representative.

- H. Adverse conditions which may require major field changes not stated in this RFP shall be reported to the CA, POC, or authorized representative prior to commencement or continuation of work.
- I. Daily Reporting: Between 8:00 a.m. and 8:30 a.m. on each regular business day of the STATE, the CONTRACTOR shall report to the CA, POC, or other authorized representative with the following information:
 - 1. The CONTRACTOR's starting time, site name, and Qualified Arborist for that day.
 - 2. If not working that day, the CONTRACTOR shall provide the daily notification and specific reason for not working.
 - 3. The progress, if any, of work from previous days, giving the location and approximate percent completed.
 - 4. Any general obstructions, problems, or unfinished business from the previous day's work.
 - 5. Report any trees that are diseased, damaged, declining, dead, missing and/or removed, or in otherwise adverse condition. Alternatively, the CONTRACTOR shall report affirmatively that the trees were inspected and that health and structural concerns were not observed.
 - 6. If the CONTRACTOR changes location or Qualified Arborist during the work day, the CONTRACTOR shall notify the STATE of the change.

The STATE reserves the right to require the CONTRACTOR to utilize the STATE-provided electronic form as the reporting method. There shall be no deviation from these daily reporting requirements.

3.1.9 SAFETY REQUIREMENTS

The CONTRACTOR shall follow appropriate safety-related work practices in accordance with applicable federal, state and local rules, regulations and orders, including but not limited to, Occupational Safety and Health Act (OSHA); Hawaii Occupational Safety and Health (HIOSH) Division; Environmental Protection Agency (EPA); and in accordance with applicable consensus standards including but not limited to ANSI Z133 Safety Requirements for Arboricultural Operations (most recent version), ASTM, and normative references contained therein. In the absence of applicable OSHA or other legal requirements or guidance, applicable accepted industry standards and practices shall be followed.

Varying conditions during arboricultural operations are a regular occurrence. Therefore, flexibility and/or the need for making exceptions to selected provisions of the industry standards may be required and acceptable on a case by case basis. Exceptions shall only be made by the CONTRACTOR's Qualified Arborist after careful consideration; CONTRACTOR's Qualified Arborist shall report to the POC or their authorized representative any exceptions made, along with the justification.

In addition to the above, specific safety requirements are below:

- A. CONTRACTOR's Qualified Arborist shall supervise safe work practices at all times as described under Section 3.6, Qualified Arborist.
- B. Each person performing work under this Contract shall be responsible for their own safety while at work and shall comply with appropriate safety and health standards and all rules, regulations, and orders that are applicable to their own actions and conduct.
- C. CONTRACTOR shall provide company uniforms and/or shirts for all personnel working under this Contract which clearly display CONTRACTOR's company name and, if applicable, logo. All vehicles and equipment shall be clearly marked with the CONTRACTOR's company name and, if applicable, logo.
- D. CONTRACTOR shall provide ongoing training, inspection and compliance by all personnel for the following safety practices:
 - 1. Emergency response – including but not limited to emergency phone numbers, rescue procedures and equipment, and first aid procedures and supplies.

2. Inspection, use, care, maintenance and replacement of personal protective equipment (PPE), tools and equipment.
- E. Personal protective equipment (PPE) shall be used when there is a reasonable likelihood of injury or illness that can be prevented by such protection, including, but not limited to, hard hat (head protection), safety shoes, chaps (leg protection), eye and hearing protection, face and respiratory protection, safety harness, lanyards, safety guide ropes, chain or cable reinforced climbing belts, scabbards to hold cane knives when not held in the climber's hand, and rigging equipment to safely lower heavy pruning debris. PPE shall conform to applicable ANSI standards. Under no circumstances shall any CONTRACTOR's personnel wear clothing or other personal items considered unsafe or inappropriate while performing work under this Contract.
- F. The CONTRACTOR shall provide effective safety precautions, including, but not limited to, safety personnel, traffic cones, signs, flags, barricades, ropes and/or "Do Not Enter" tape, and other devices necessary to direct pedestrians and vehicles accordingly and for the safety of the students, school personnel, and general public. Safety measures shall remain in place at all times while CONTRACTOR is on site. Effective means of pedestrian and vehicular traffic shall be instituted on every worksite where necessary and shall follow current Department of Transportation Standards and Guideline Work Zone Traffic Controls, or applicable state and/or local laws and regulations.
- G. Use of all tools and equipment shall be in accordance with the manufacturer's recommendations.
- H. The CONTRACTOR shall take all precautions necessary to protect persons or property against injury or damage. CONTRACTOR shall be responsible for any damage or injury that occurs as a result of their fault or negligence. Whenever maintenance and repair work is performed during school hours and the site is accessible to school children, the CONTRACTOR shall not perform work until all appropriate safety precautions are in place.

3.1.10 SECURITY REQUIREMENTS

The CONTRACTOR shall be aware of the heightened security conditions at all the school and facilities covered by this Contract. The CONTRACTOR is required to be easily identifiable and constantly aware while conducting work under this Contract. The CONTRACTOR shall report to the CA, POC, and/or authorized representative, and the school or facility any suspicious activity or obvious breach of security in relation to, or in the course of, their work at any of the schools or facilities. The report must contain as much detailed information as possible.

The STATE requires that background security checks must be provided for each personnel assigned to this Contract. Any employees found to have a history of sexual abuse, drug abuse, or felony conviction shall not be allowed on school premises or perform the work under this contract.

The CONTRACTOR's vehicles and personnel shall be properly identified as belonging to the CONTRACTOR through company signage and/or logos, uniforms, and name tags and/or identification cards, as appropriate, to comply with this requirement. The CONTRACTOR shall follow school and/or facility protocol when entering and exiting school or facility property. This may include the requirement to sign in at the main office when entering school or facility property and sign out when exiting and/or work has been completed.

The CONTRACTOR shall schedule and coordinate tree pruning, tree removal, and other tree care services at schools and/or facilities in advance before work can commence. A letter from the Hawaii State Department of Education to the respective school(s) or facility may be required. Upon request by the STATE and anytime there are changes to personnel assigned to this Contract, the CONTRACTOR shall submit to the CA, POC, or authorized representative, a list of personnel assigned to this Contract on company letterhead. When scheduling, the school will provide their requirements regarding when (time) and where (location) the CONTRACTOR may work.

The CONTRACTOR shall keep their work areas closed and secure, before, during, and after performing work.

Vaping, smoking, or use of any other tobacco, alcoholic, or illegal substances is prohibited within school property at all times.

3.1.11 WORKMANSHIP

All necessary work shall be executed in a professional manner. Trees that cannot be accessed by aerial lift equipment shall be accessed by rope and saddle or other similar equipment without the use of climbing spikes or spurs.

CONTRACTOR shall be responsible for verifying the location of all utilities, structures and other improvements, including, but not limited to, sprinklers, ground level pipes, valve or water boxes, fencing, electrical and light fixtures, and synthetic or natural turf. Any damage, injury, and/or loss to any property resulting from the performance of work shall be the sole responsibility of the CONTRACTOR, and shall be remedied promptly by the CONTRACTOR at CONTRACTOR's own expense.

Where necessary to avoid damage or injury to other parts of the tree, nearby vegetation including other trees and their surface roots, people or property, rigging or other equipment shall be used to control and lower heavy plant parts to the ground.

All pruning debris shall be removed on the same day as it is generated. CONTRACTOR shall not leave pruning debris unattended at the work site. Pruning debris shall be disposed of at the recycling facilities or disposal sites that meet requirements of all governmental agencies. There shall be no deviation pertaining to removal of pruning debris.

All work done shall be subject to inspection and approval of the CA, the POC, or their authorized designee; all services rendered shall be in accordance with these specifications, requirements and provisions herein.

3.1.12 IDENTIFICATION AND QUANTITIES OF VARIOUS TREES

No work is guaranteed, however, as an example of work to be performed, the identification and quantities of the various trees are indicated on the Tree Inventory and Inspection Forms and Tree Maps.

The Tree Inventory and Inspection Form and Tree Maps may be provided with the Quote Form. There may be errors in identification and quantities of the trees. The CONTRACTOR shall notify the CA, POC, or authorized individual of any errors and await further direction regarding such discrepancies.

For routine maintenance services, in the event the actual number of trees is less (or greater) than the quantities indicated on the Delivery Order, the total amount for services shall be reduced (or increased) by the difference in tree quantity, multiplied by the average tree unit price. This will be calculated as the total price of the services divided by the total number of trees. Upon discovery of tree(s) on the tree map that no longer exist, and/or trees(s) not previously included on the Inspection Forms, the CONTRACTOR shall report the quantity, tree type, and the location of the tree(s) to the POC.

3.1.13 DAMAGES

In the event any accident, injury, or property damage arises from the performance of work, the CONTRACTOR shall immediately notify the CA, POC, or authorized representative and shall immediately locate the owner of any damaged property. If the CONTRACTOR cannot immediately locate the owner of any damaged property, a note shall be left informing the owner of financial responsibility and the method of contacting the CONTRACTOR for settlement of the damaged property. Any damage to buildings, structures or any other type of site improvement, vehicles, utilities including irrigation systems, plants, and/or all other non-contracted items in the perimeter area and adjoining properties shall be repaired

and/or replaced by the CONTRACTOR at CONTRACTOR's own expense and to the satisfaction of the CA and/or POC and the injured party(s).

In the event CONTRACTOR causes an outage or damage of any type to utility lines or equipment, the CONTRACTOR shall:

- A. Suspend all work, secure the job site and take measures to prevent further injury and/or damage, attend to any injuries, and contact 911 immediately. If utility lines or equipment are damaged, the CONTRACTOR shall not handle or touch the damaged equipment. CONTRACTOR shall block off all access, and keep appropriate personnel at the site to ensure that the public is safe from electrical hazards and or any other hazard present.
- B. Immediately notify the appropriate utility company and the CA, POC, and/or authorized representative to report the location of the outage and the extent of the damage.
- C. Suspend all work until the CA, POC, and/or authorized representative obtains a clearance from the appropriate parties involved.

Only vehicles used to access trees for pruning purposes, dump trucks and chippers, shall be allowed to drive on lawn areas and walkways. No other equipment or vehicles of any type, including pickup trucks, shall be allowed on lawn areas and walkways. The CONTRACTOR shall inspect the areas prior to driving onto lawns to determine locations of sprinkler systems and any other above and/or in-ground utilities. Vehicle exhaust systems shall be redirected, or a protective mat shall be placed on the lawn below the exhaust system, to prevent burns to the lawn. The CONTRACTOR shall not drive on wet or muddy lawns where it is likely to cause ruts in the lawns. Ruts are considered "damage to the lawn" and shall be resolved by the CONTRACTOR at CONTRACTOR's own expense and to the satisfaction of the CA, POC, and/or authorized representative and the injured party(s). Vehicles shall not be driven over above-grade tree roots and shall not be driven closer than ten (10) feet from the base of the tree trunk.

3.1.14 INSPECTION BY THE SCHOOL AND OFFICE

The CONTRACTOR shall obtain the signatures and dates as required on the Tree Inventory and Inspection Form from the school principal and/or authorized school and office representative to certify completion of all work at that particular school or office.

3.1.15 INSPECTION BY THE CONTRACT ADMINISTRATOR

- A. The CA, POC, or other authorized representative reserves the right to inspect the CONTRACTOR's work, personnel, and tools or equipment during any phase of performance to assess progress, assure CONTRACTOR work safety practices, determine work quality, and compliance with all requirements. The CA, POC, or other authorized representative shall have sole authority to determine acceptability of the CONTRACTOR's work.
- B. Compliance shall include, but is not limited to, inspections of scheduling and coordination with schools and offices, tools and equipment, safe work practices, quality control of tree maintenance operations, tree assessments, and performance according to requirements herein.
- C. The CA, POC, or authorized representative will monitor the CONTRACTOR to assure that the Qualified Arborist maintains presence on the job site, provides direct supervision, and maintains work safety and quality at all times.
- D. The CONTRACTOR shall notify the CA, POC, or their authorized representative in writing within five business days after each pruning cycle is completed. The CA, POC, or other authorized representative, shall complete inspection within twenty-eight (28) calendar days after receipt of the written notification.

- E. The CA, POC, or other authorized representative will document instances of CONTRACTOR's non-compliance and/or non-performance. The CA, POC, or other authorized representative reserves the right to temporarily suspend work operation, and/or terminate the contract, during any phase of the Contract in the event that the CONTRACTOR fails to be in compliance with any requirements, such as failure to provide a Qualified Arborist at the worksite during any aspect of work operations.
 - 1. Suspended work operation may resume upon approval by the CA, POC, or other authorized representative, when the CONTRACTOR is in compliance and has satisfactorily corrected all non-performance issues.
 - 2. 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 CONTRACTOR's own expense.

3.1.16 CORRECTIVE ACTION

The CONTRACTOR shall be responsible to correct any and all deficiencies and/or discrepancies within one (1) week of notification. This corrective action may include, but is not limited to, removal of stubs, dead, dying, damaged branches and/or fronds; cracked and/or hanging branches and/or fronds; removal of flowers and fruit from sausage trees and other trees with large and hazardous fruit; clearing of epiphytes, epiphytic trees and shrubs, vines, and volunteer seedlings as specified herein; removal of work debris; and any other work that is part of either routine annual pruning and maintenance services or Additional Services as described herein.

CONTRACTOR shall immediately notify the contact person on the Delivery Order when all deficiencies and/or discrepancies have been corrected. If additional time is needed to make the corrections, CONTRACTOR shall notify the contact person on the Delivery Order of the delay, the reason for the delay, and when the deficiencies and/or discrepancies will be corrected. If CONTRACTOR does not notify of a delay and/or if deficiencies and/or discrepancies are not corrected within one (1) week of notification, the CA, POC, and/or authorized representative reserves the right to issue a Purchase Order to another vendor to complete the correction. The total amount due to the CONTRACTOR shall be reduced by amount of the Purchase Order issued to the second vendor performing the corrections. The PO issued to a second vendor to perform corrections may exceed the CONTRACTOR's price for the site(s) and/or tree(s) where the corrections are needed.

3.2 STATE'S USE OF THE VENDOR LIST

The STATE will request services by following the below procedures. Hawaii State Department of Education schools and facilities are required to consult with the Department's Facilities Maintenance Branch (FMB) or other authorized representative(s) prior to using the Vendor List.

The following requirements shall be followed for all services requested under the Vendor List agreement:

3.2.1 Quotations Process

The STATE's authorized representative will issue a Quote Form to CONTRACTOR(s) listed on the Vendor List as specified below:

- A. Less than \$7,500: Obtaining multiple quotes is optional.
- B. \$7,500 but less than \$25,000: Quote Form will be issued to a minimum of three CONTRACTORS on the Vendor List. If there are less than three CONTRACTORS on the resulting Vendor List, Quote Form will be issued to all CONTRACTORS on the Vendor List.
- C. \$25,000 or more: Quote Form will be issued to all CONTRACTORS listed on the Vendor List.

3.2.1.1 The Quote Form will include the following:

- A. Project Title. Project Title shall specify either pruning and maintenance, or tree removal and/or stump grinding. If work is restricted to individual sites or trees, the site name and, if applicable, a

- tree Identification Number shall be a part of the Project Title. If applicable, Project Title will also include the work classification of Emergency, Urgent, and/or Normal Priority Additional Services.
- B. Point of Contact and contact information.
 - C. Time for Completion. This will include the period in which services need to be done. The STATE reserves the right to require Emergency Work to be completed within twenty-four (24) hours and Urgent Work to be completed within three (3) to five (5) days, as specified on the Quote Form.
 - D. Quote Due Date and Time. The STATE reserves the right to make the quote submittal deadline for Emergency Work be within three (3) hours, and for Urgent Work be within twenty-four (24) hours.
 - E. If work to be conducted is routine maintenance, Inspection Forms will be provided identifying the sites and trees requiring work at each site.
 - F. Tree Maps identifying the locations of trees that require specified services.
 - G. Work specifications for individual trees and other details, as needed.
 - H. CONTRACTOR shall contact each site individually to coordinate inspections, if needed, to examine work conditions. Conducting a site inspection is highly recommended.

3.2.1.2 Process

CONTRACTOR shall provide a quote by completing the Quote Form. The Quote Form shall include, but is not limited to, a price quote for work to be performed, including any discounts, if available; and documentation that CONTRACTOR has the capacity to complete the work within the specified timeframe. Pricing provided on the Quote Form shall be all inclusive and shall include, but is not limited to, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes. Prices shall not exceed the Maximum Unit Bid Prices proposed for said services, and should be below or significantly below the Maximum Unit Bid Prices in most circumstances. CONTRACTOR is encouraged to provide quotes that improve cost-efficiency for the STATE and increase their likelihood of being selected for the order. In the event that quotes come in higher than funds are available, the STATE reserves the right to negotiate with the lowest quote with the capacity to perform work to reach a reasonable price. In the event a negotiated price cannot be agreed upon, the STATE reserves the right to start negotiations with the next lowest quote with the capacity to perform work.

CONTRACTOR is advised to carefully inspect all sites included for work described within each Quote Form, to become thoroughly familiar with all the trees, existing conditions, rules and regulations, and the extent and nature of work to be performed. CONTRACTOR wanting to inspect project sites shall:

1. Obtain permission from identified school site(s); and
2. Sign in at school office(s) prior to inspection, and follow all school security protocols.

No additional compensation, subsequent to the Quote Form due date, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Once the Delivery Order (DO) has been issued, CONTRACTOR shall not refuse to perform tree care services due to CONTRACTOR's failure to inspect the work described in the Quote Form prior to submitting a quote. Performance of such work shall conform to all requirements specified herein.

The completed and signed Quote Form, including any additional documentation, shall be submitted by the due date and time to the email address indicated on the Quote Form. Quotes shall be provided at no additional cost to the STATE. When providing a price quote, CONTRACTOR's pricing may be lower but shall not exceed the CONTRACTOR's proposed prices in Appendix G, Price Proposal.

If CONTRACTOR is unable to provide sufficient documentation of their capacity to perform within the specified timeframe, the STATE reserves the right to offer the work to the CONTRACTOR that submitted the next lowest price quote. In addition, the STATE reserves the right to include incomplete or outstanding Delivery Orders to determine CONTRACTOR's capacity to complete the work within the specified timeframe. The STATE will offer the work to the CONTRACTOR with the lowest Total Sum Price for that Quote Form and the capacity to complete the work within the required timeframe and will issue the work as a Delivery Order (DO).

3.2.2 Delivery of Services

CONTRACTOR shall not begin work until a Delivery Order (DO) is issued by the STATE. The DO will include the Purchase Order (PO) number. The STATE will not be responsible for payments for any work completed prior to the DO being issued.

Once a DO has been provided to a CONTRACTOR for the work specified on the Quote Form, the STATE reserves the right to offer the project's future work to the same CONTRACTOR or re-compete the quote process specified above.

The entire work called for in a DO shall be completed before commencing work in the next DO. The CA and/or POC reserves the right to change the order in which DO's are performed with written notice.

CONTRACTOR shall contact the Contact Person indicated on the Quote Form and resulting DO for any questions and for reporting requirements.

Unless otherwise specified in the DO, the STATE will make payment only upon completion of all work specified on the DO, including correction of any deficiencies. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable work.

3.3 OFFEROR QUALIFICATIONS

The purpose of the Offeror Qualifications section is provide the STATE the ability to verify the experience, knowledge, credentials, and readiness claims made in the proposal by the Offeror and to assess the Offeror's prior record in providing services to other organizations.

Failure on the Offeror's part to meet the requirements herein at the time proposals are due may result in a determination of non-responsiveness and subsequent disqualification of the proposal. These requirements shall remain in effect throughout the entire contract period, including extensions, if any. Failure to maintain these requirements may result in cancellation of award or early, partial or termination of the contract.

A. Experience

Offeror shall have a minimum of five (5) consecutive years of experience in providing tree maintenance services. The number of years of experience and necessary documentation to substantiate Offerors claim of experience shall be provided in Offeror's proposal.

B. License and/or Permit

Offeror shall have a current C-27 or C-27-B, tree pruning license issued by the Department of Commerce and Consumer Affairs (DCCA). Offeror shall provide the license number and all necessary documentation (for example, copy of license) to substantiate Offeror's compliance with this requirement in Offerors proposal.

The Offeror shall obtain and pay for all permits, certificates, licenses, and Military access pass clearances required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

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.

C. Permanent Service Facility

Offeror shall have a permanent service facility in the County of proposed services from where business is conducted and from where the company is accessible to requests related to the contract.

Service facility shall include warehousing of trucks, equipment, and tools required for tree maintenance services and from where personnel is dispatched to perform the work as specified herein. Service facility information shall be provided in Offeror's proposal. The STATE reserves the right to inspect the Offeror's service facility to ensure that the Offeror has the adequate trucks, equipment, tools, and other facility requirements to provide tree maintenance services.

D. Qualified Arborist

Offeror shall have available at least one (1) Qualified Arborist: possessing current Certified Arborist credential from the International Society of Arboriculture (ISA) for a minimum of five (5) years and a minimum five (5) years of work experience as an ISA Certified Arborist, shall have undergone EHAP (Electrical Hazards Awareness Program) and tree risk assessment training and have working knowledge in both practices, and shall possess current certification for First Aid and CPR.

4. PROPOSAL

4.1 General Requirements

- 4.1.1 Any and all costs incurred by an Offeror in preparing and submitting a Proposal and conducting discussions, if any, shall be at the Offeror's sole expense and are the Offeror's sole responsibility. This includes the cost of any visits to client references, and STATE locations by an Offeror, but does not include any costs incurred by the STATE or its representatives for Offeror demonstrations or site visits.
- 4.1.2 Before submitting a proposal, each Offeror must examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.
- 4.1.3 Offerors are charged with presumptive knowledge of all requirements of all cited authorities. Offeror must become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work before submitting a proposal. Submission of a proposal by any prospective Offeror shall constitute admission of knowledge on the part of such Offeror.
- 4.1.4 The Scope of Work, Minimum Contract Provisions, General Conditions and other documents referenced in or attached to the proposal shall be considered a part of the proposal submitted, whether or not attached to the proposal at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the proposal.
- 4.1.5 Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- 4.1.6 Any proposal may be withdrawn at any time on the HlePRO prior to the deadline for receipt of offers. The withdrawal of a proposal shall not prejudice the right of an Offeror to submit a new proposal, but any such new proposal must be received before the stated deadline.
- 4.1.7 A proposal that contains any omission, erasure, addition not called for, conditional offer or irregularity of any kind may be rejected. Corrections, if necessary, may be made by submitting a revised proposal on the HlePRO prior to the proposal due date and time.

4.2 Confidential Information in Proposal

The contents of any proposal shall not be disclosed during the review, evaluation, or discussion process. Once the notice of the award is posted, all proposals (both successful and unsuccessful) become available for public inspection.

If an Offeror believes that any portion of its proposal contains information that should be withheld as confidential, then the Procurement and Contracts Branch should be so advised in writing. Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the Proposal, be clearly marked, and shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

Whether those parts shall remain confidential will be determined under § 3-122-58(b), HAR and Chapter 92F, HRS. Pursuant to Section 3-122-58, HAR, if a person requests to inspect the portions of a proposal designated as confidential, the head of the purchasing agency or designee shall consult with the Department of the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the Offeror appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

4.3 Proposal Preparation

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

The proposal shall describe in detail the Offeror's ability and availability of services to meet the primary project goal of this RFP as stated herein. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate to the purpose of this RFP. Emphasis shall be on completeness and clarity of content. If any additional information is required by the STATE regarding any aspect of an Offeror's proposal, such information shall be provided within two (2) working days of the STATE's request unless otherwise stated or directed by the STATE.

4.4 Proposal Security

A Bond is not required if submitting a Proposal.

4.5 Proposal Submission and Format

This section prescribes the standard format for a proposal submitted in response to this RFP.

Offeror shall submit a Proposal using the exact forms or reproductions of such forms as provided and as otherwise instructed by this RFP. Failure to comply may result in a determination that the proposal is non-responsive.

The standard format will facilitate the STATE's review, comparison, evaluation of proposals, and verification as to whether the minimum requirements are met by each Offeror and the Offeror's Proposal. The format is not intended to limit the content of a proposal in any way. The Offeror may include any additional data or information that is deemed pertinent to this RFP.

This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO shall not be accepted or considered for award, unless otherwise specified herein. The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two (2) or more files.

Proposals shall be submitted and received electronically by the specified due date and time through the HlePRO (<http://hiepro.hawaii.gov>).

4.6 Proposal Organization and Content

Proposals shall be organized in this order:

Table of Contents:	The table of contents shall clearly identify the material by section and by page number.
Section 1:	Offeror Identification and Information Form (Appendix A), Wage Certificate (Appendix B)
Section 2:	Executive Summary (Appendix C)
Section 3:	Offeror Information, Background, and Qualifications (Appendix D)
Section 4:	Comparable Tree Maintenance Experience (Appendix E)
Section 5:	Key Personnel – Qualified Arborist (See Appendix F)
Section 6:	Subcontractors (if any)
Section 7:	Price Proposal (Appendix G)
Attachment A:	Proof of Compliance Documents

Additional information about specific requirements of each section follow.

4.7 Offeror Identification and Information Form and Wage Certificate Form

4.7.1 Offeror Identification and Information Form (Appendix A)

Offeror shall submit the Proposal under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and shall indicate exact legal name in the appropriate space on the Offeror Identification and Information Form. Failure to do so may result in rejection of the proposal or delay proper execution of a resulting contract, if any.

The Offeror's authorized signature on the OFFEROR IDENTIFICATION AND INFORMATION FORM shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

A hard copy (original signature in ink) of the OFFEROR IDENTIFICATION AND INFORMATION FORM must also be received by the Hawaii State Department of Education, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, within five (5) working days after the proposal due date.

4.7.2 Wage Certificate (Appendix B)

Offeror shall complete and submit a *Wage Certificate*, by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Accordingly, Offeror should consider the public sector wage rates and/or benefits when preparing this bid, as applicable.

Although Item 1 of the *Wage Certificate* is not applicable to this solicitation if there are no STATE or public sector employees performing work similar to the requirements herein, Item 2 of the certificate is applicable in all situations. Offeror is therefore advised that submission of the *Wage Certificate* is required.

4.8 Executive Summary (Appendix C)

The executive summary shall summarize the contents of the Proposal in a way that gives readers a broad understanding of the entire Proposal and must also contain the following:

Terms and Conditions - A statement that the Offeror understands and shall comply with all terms and conditions of the RFP (including the General Conditions).

Subcontracting - A statement that the products and services of the proposed solution shall be provided solely by the Offeror and the Offeror's company or whether a subcontractor(s) shall assist. The Offeror's use of subcontractor(s) requires the prior written approval of the STATE.

Taxable Transaction - Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they may be liable for payment of the Hawaii General Excise Tax (GET). If 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.

Pending Litigation - The Offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain how litigation may materially impact the Offeror or the Offeror's ability to fully perform and complete any work under the contract.

Other Notable Items - The Offeror shall disclose any other items of note that may have material impact the Offeror or the Offeror's ability to fully perform and complete any work under the contract.

4.9 Offeror Information

This section of the Proposal shall include the following:

4.9.1 Offeror Information, Background, and Qualifications (Appendix D)

Offeror shall complete and submit the Appendix D, Offeror Information, Background, and Qualifications with their proposal. The information on Appendix D includes the necessary information the STATE needs from the Offeror, which includes, but is not limited to, General Information about the Offeror's organization, Years of experience, License, Permanent Service Facility in the County where services are proposed, Labor costs percentage, Personnel and Employees, Point of Contact, Vehicles and Equipment, Safety Program and Experience Modification Ratio (EMR), Quality Control, and Climate change mitigation practices. Offeror shall describe and provide complete details regarding all information specified on the Appendix D.

4.9.2 Comparable Tree Maintenance Experience (Appendix E)

Offeror shall complete and submit the Appendix E, Comparable Tree Maintenance Experience form with their proposal. Offeror shall provide three (3) recent comparable tree maintenance experiences, in the State of Hawaii other than the Hawaii State Department of Education, for whom Offeror has or is performing tree care services, emphasizing tree risk assessment, pruning, maintenance, and removal activities. Offeror shall utilize one (Appendix E) form for each project. Offeror shall describe and provide complete details regarding all information specified on the Appendix E.

4.9.3 Key Personnel – Qualified Arborist (Appendix F)

Offeror shall complete and submit the Appendix F, Key Personnel - Qualified Arborist form with their proposal. One form shall be completed for each Arborist whom the Offeror intends to utilize under this Contract. The Arborist shall sign the Appendix F to certify information provided on the Appendix F is true and correct to the best of their knowledge. Offeror, together with their Arborist, shall describe and provide complete details regarding all information specified on the Appendix F, which includes, but is not limited to, the name of the Qualified Arborist, mobile phone number, email address; current ISA Certified Arborist identification number, certification start date, and date of expiration; copies of their current and previously expired ISA certificates, showing the ISA Certification number and expiration dates, covering minimum five years' certification; and First Aid and CPR Certification.

In the event that the Qualified Arborist's current ISA certification will expire after proposals are due but prior to award, the Offeror shall provide with their proposal, a copy of the letter(s) mailed to ISA asking for a sixty (60)-day extension, and the written response and approval from ISA to extend the certification. The Offeror shall also provide a CEU Report for continuing education units (CEUs) obtained for the applicable period and a plan of course of action to be taken to obtain the thirty (30) total credits needed by the end of the sixty (60)-day deadline.

4.10 Subcontractors

The Offeror may propose to fulfill any of the responsibilities outlined herein by entering into a subcontract with an individual, organization, or other entity that possesses the requisite expertise to fulfill the requirements of the RFP. The Offeror shall retain sole responsibility for the completion of all tasks and for the quality of the work product. The use of subcontractors shall not place additional burdens or demands on the STATE (for example, coordinating with staff from multiple CONTRACTORS).

For any item listed herein to be fulfilled by a subcontractor, the Offeror shall provide a description of the proposed partner and the subcontractor's capability to meet the demands of the RFP. In the event the Offeror elects to engage the participation of a subcontractor, the STATE retains the right to approve the selection of the subcontractor and the proposed role that the Offeror shall fulfill under this contract.

If a proposal involves the use of any subcontractor, the subcontractor shall also comply with the Offeror qualifications requirements identified in the following sections:

Offeror Information, Background, and Qualifications (Appendix D)
Comparable Tree Maintenance Experience (Appendix E)
Key Personnel – Qualified Arborist (Appendix F)

4.11 Price Proposal (Appendix G)

The price proposal shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the agreement.

It is recommended that Offerors inspect the sites and trees described within this RFP. Tree maps may show out-of-date inventory information, and do not show all site and work conditions. Tree quantities and types shown on the Tree Inventory and Inspection Form are more accurate than the Tree Maps. Verification of site and work conditions is the responsibility of Offerors and is recommended for identifying conditions affecting pricing and delivery of services, including but not limited to: access limitations such as fencing, covered walkways, and other improvements, new or demolished buildings, and other infrastructure and landscape conditions that could affect tree maintenance work. Offerors shall coordinate directly with the schools and offices to determine acceptable inspection dates and times.

Offeror shall complete all sections of Appendix G, Price Proposal for the Island(s)/Complex(es)/District(s) in which the Offeror is proposing services. Appendix G, Price Proposal has tables for Routine Annual Maintenance, Banyan Pest Treatment, and Additional Services. Each of the Price Proposal tables shall be completed in their entirety for the Island(s)/Complex(es)/District(s) proposed.

Proposed Unit Prices shall be the maximum amount that can be quoted for services. Proposed Unit Prices for Banyan Pest Treatment and Additional Services shall allow for any and all possible variable or special work conditions, including but not limited to: access limitations or obstructions; operations requiring specialized equipment, resources, or permits; and/or other conditions that impact work efficiency. See RFP Section 3.2, State's Use of the Vendor List, for more information regarding quoting requirements and procedures.

The Unit Price shall be the all-inclusive maximum cost to the STATE and no other charges will be honored.

The costs in the proposal shall be arrived at independently without consultation or communication as to any matter related to prices with any other Offeror for this RFP. In the event the Offeror intends to enter into a partnership with a sub-contractor, Offeror shall provide all necessary price information regarding the subcontracted services.

4.12 Proof of Compliance Documents

Offeror is advised that if awarded under this RFP, Offeror shall, upon award, furnish the required certificates and documentation (refer to RFP section regarding Responsibility of Offerors). In order to expedite contract execution, if any, it is highly recommended that the certificates be submitted with the Offeror's Proposal as follows:

- A. Certificate of Compliance as issued by the Hawaii Compliance Express online system
- B. Certificate of Insurance

4.13 Certification of Independent Cost Determination

By submitting a proposal in response to this solicitation, Offeror certifies as follows:

- 4.13.1 The costs in this RFP have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- 4.13.2 Unless otherwise required by law, the costs which have been quoted in response to this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other

Offeror or competitor prior to the award of the contract.

- 4.13.3 No other attempt has been made or will be made by the Offeror to solicit or implore any other person or firm to submit or not to submit a proposal in response to this RFP for the purpose of restricting competition.

5. PROPOSAL EVALUATION

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

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 on the basis of 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(s), if any, will be made in accordance with the evaluation criteria as specified herein.

5.1 Evaluation Process Overview

The Evaluation Committee will apply a numerical rubric to evaluate the proposals. The following sections describe the evaluation process in more detail.

- Phase 1: Preliminary Evaluation of Proposals
- Phase 2: Rating and Determination of Priority Listed Offerors
- Phase 3: Discussion with Priority-Listed Offerors (at STATE's option)
- Phase 4: Best and Final Offers (at STATE's option)
- Phase 5: Selection and Award

5.2 Evaluation Criteria

PART I: PASS/FAIL

Proposals must pass all areas in PART I, Pass/Fail, to continue to evaluation in PART II, Proposed Services. Proposals that do not pass PART I, Pass/Fail, will be rejected and shall not be considered for award.

PART II: PROPOSED SERVICES

Scoring under PART II, Proposed Services, will be based on a total of 500 points. The minimum score to be considered for award is specified below.

Offeror must score a minimum of 240 points in CATEGORY 1: Appendix C through F to be considered for award.

Thereafter, Offeror must receive a minimum total score of 265 points for both CATEGORY 1 and CATEGORY 2 combined to be considered for award.

Proposals that score less than the minimum 265 points required above will be rejected and shall not be considered for award.

For evaluation purposes:

1. Parts of a proposal will not be evaluated and will not contribute towards the Offeror's evaluation score if they are:
 - a. Documents and information referenced as links to websites, online resources, entire manuals, marketing materials, or other information that is not part of the specified proposal organization and content, which includes the appendices provided herein for Offerors' use.
 - b. Documents and information that is blurry, too faint, too small to read, or otherwise illegible or unreadable.
2. 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.

Offerors will be evaluated on the criteria provided below.

PART I: PASS/FAIL		
Criteria		
	Offeror has a minimum of five (5) consecutive years of experience immediately prior to proposal due date in providing tree maintenance services similar to that described within this RFP.	Pass/Fail
	Offeror has a current C-27 or C-27-B, tree pruning license issued by the Department of Commerce and Consumer Affairs (DCCA).	Pass/Fail
	Offeror has a permanent service facility in the County where services are proposed, from where business is conducted, and where the company is accessible to requests related to the contract.	Pass/Fail
	Offeror has available at least one (1) Qualified Arborist possessing current International Society of Arboriculture (ISA) Certified Arborist qualification for a minimum of five (5) years, and minimum five (5) years of work experience as an ISA Certified Arborist performing duties similar to that described within this RFP.	Pass/Fail

PART II: PROPOSED SERVICES		
Criteria		Maximum Points
CATEGORY 1: Appendix C through F		
	Executive Summary (Appendix C) Offeror effectively condenses and highlights the contents of their Proposal to provide a broad but clear understanding of their entire Proposal. Offeror highlights the major elements of the Proposal; effectively describes how their organization is uniquely well suited to the STATE's requirements; explains the elements that will meet and/or exceed RFP requirements; and differentiates their delivery of services.	25

PART II: PROPOSED SERVICES	
Criteria	Maximum Points
CATEGORY 1: Appendix C through F	
Offeror Information, Background, and Qualifications (Appendix D) Offeror exceeds the minimum number of years required in performing tree maintenance services as specified in this RFP, Offeror provides satisfactory information for all areas, and Offeror has the capacity to provide the services specified herein, which includes, but is not limited to, employees, vehicles and equipment. • All information provided and satisfactory, Questions A-E (10 points) • Years of experience, Question F (10 points) – Scaled at 2 points for every five years of additional experience above the minimum • List of Employees (25 points) • Vehicles and Equipment (25 points) Offeror fully describes the below (40 points): • Offeror fully describes their safety program and its objectives, activities, and results. Offeror provides a letter on insurance carrier's letterhead stating their Experience Modification Ratio (EMR) for the three most recent calendar years and, if applicable, includes explanation of EMRs above a 1.0 for any calendar year. • Offeror fully describes their management of scheduling, quality control, time and cost efficiency, job scope adjustments and troubleshooting, reporting requirements, and other communication and logistical needs, procedures and activities. • Offeror fully describes how they manage scheduling, quality control, time and cost efficiency, job scope adjustments and troubleshooting, reporting requirements, and other communication and logistical needs, procedures and activities. • Offeror fully describes their climate change mitigation practices, which includes, but is not limited to, increased renewable energy use and carbon neutrality.	110
Comparable Tree Maintenance Experience (Appendix E) Offeror provides three (3) recent comparable tree maintenance projects (in the State of Hawaii other than the Hawaii State Department of Education) that demonstrate Offeror's quality level, ability, capability, and reliability. Each tree maintenance project is maximum 45 points as follows: • Reference contact information is complete and no negative performance information is provided. (20 points) • Offeror describes the safety practices, quality control, and risk assessments that were part of each tree maintenance project to effectively demonstrate that their previous experience is similar to the scope of work. (25 points)	135
Key Personnel – Qualified Arborist (Appendix F) Offeror provides a Qualified Arborist (QA) that meets requirements and the Appendix F is signed by the QA. Appendix F will be evaluated as follows:	105

PART II: PROPOSED SERVICES		
Criteria		Maximum Points
CATEGORY 1: Appendix C through F		
	- Appendix F is completed in entirety and all required documents are attached: a) ISA certificate, b) First Aid and CPR certification, c1) EHAP training, c2) Tree Risk Assessment training, d1) resume, and d2) ISA CEU Report (most recent 3 years). (25 points) - Three (3) different, quality references are provided and no negative performance information is provided (30 points) - Responsibilities, goals and objectives from QA's prior projects are detailed and effectively demonstrate QA's previous experience and qualifications. (Question 13, 10 points) - Demonstrates skill sets and use of equipment and tools in tree care operations from QA's prior projects and is similar to that required by this RFP. (Question 14, 10 points) - Demonstrates direct and supervisory skills and experience with safety during tree care operations similar to that required by RFP Section 3.1.6, Qualified Arborist. (Question 15, 10 points) - Demonstrates experience, knowledge and skills assessing tree hazards and risk. (Question 16, 10 points) - Demonstrates understanding and adherence to regulations and standards. (Question 17, 10 points)	
CATEGORY 2: Appendix G		
	Price (Appendix G) For evaluation purposes, the following will be used to calculate total evaluated price: The sum of Part 1: Routine Annual Maintenance Total Sum, Part 2: Banyan Pest Treatment Services Total Weighted Sum for Evaluation, and Part 3: Additional Services Total Weighted Sum For Evaluation per Group. Offeror shall input a Unit Price for each Item Number in the Group offered. Failure to submit a price for all Item Numbers will result in a zero score for that Group in Category 2. A total of 125 points will be awarded to the lowest of the submitted price proposals on Appendix G. Proposals with higher prices will receive a fraction of 125 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. $[(\text{Lowest Proposal Price}) \times 125 \text{ points}] \div (\text{Higher Proposal Price})$ Example: Lowest price proposal was \$100,000 and receives 125 points. The next lowest price proposal was \$125,000 and received 100 points	125

5.3 Preliminary Evaluation

A preliminary evaluation shall determine whether each proposal is considered responsive, thus justifying further evaluation. In its preliminary evaluation, the STATE 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 Section 5.2. Any proposals that are incomplete or

that do not comply with the instructions or terms and conditions may be rejected by the STATE and excluded from further consideration.

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

5.4 Priority-List of Offerors

Before conducting discussions, a priority list shall be generated by the Evaluation Committee. In order 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.

5.5 Discussions with Priority-Listed Offerors (at STATE's Option)

Discussions may be conducted with Priority-Listed Offerors if deemed advantageous by the STATE. Discussions will be limited to only "priority-listed" Offerors and are held 1) to promote understanding of the STATE requirements and the priority-listed Offeror's proposals and 2) to facilitate arriving at a contract that will provide the best value to the STATE, 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 manner established by the STATE, and in accordance with the following:

- 5.5.1 Priority-listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.
- 5.5.2 Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed Offeror.
- 5.5.3 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.
- 5.5.4 Priority-listed Offerors may be permitted to amend proposals already submitted, limited to the discussions conducted.
- 5.5.5 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.
- 5.5.6 The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the discussion process.

5.6 Best and Final Offers (at STATE's Option)

Following discussions between the Evaluation Committee and the Priority-listed Offerors, each Priority-listed Offeror may be asked to provide their best and final offer. In that event, the procedure as listed below shall apply.

- 5.6.1 The Evaluation Committee will establish a date and time for submission of best and final offers.

- 5.6.2 Offerors may be afforded the opportunity to revise their proposals, including price, during the best and final offer phase.
- 5.6.3 If an Offeror does not submit a notice of withdrawal or a best and final offer, the Offeror's immediate previous proposal will be construed as their best and final offer.
- 5.6.4 After best and final proposals are received, final evaluations will be conducted for an award.
- 5.6.5 Best and final offers shall be submitted only once, unless the Head of the Purchasing Agency determines that it is in the STATE's best interest to conduct additional discussions or change the STATE's requirements by addendum distributed only to priority-listed offerors and require another submission of best and final offers. Otherwise, no discussion of or change in the best and final offers shall be allowed prior to award.

APPENDICES:

Appendix A: Offeror Identification and Information Form

Appendix B: Wage Certificate

Appendix C: Executive Summary

Appendix D: Offeror Information, Background, and Qualifications *

Appendix E: Comparable Tree Maintenance Experience *

Appendix F: Key Personnel – Qualified Arborist *

Appendix G: Price Proposal

Appendix H: Contract Minimum and Special Conditions

Appendix I: Sample Forms: Quote Form and Delivery Order Form

Appendix J: State of Hawaii's General Conditions

For Appendices A through G - Offeror shall complete each Appendix in its entirety and submit it as part of their proposal. All information shall be submitted using the exact Appendix or a reproduction of the Appendix. Responses shall be included directly in the Appendix. Responses that include references to other sections, forms, or documents may not be considered for evaluation.

* If Offeror's proposal includes the use of subcontractors, Offeror shall include in their proposal the following appendices:

- Appendix D, Offeror Information, Background, and Qualifications;
- Appendix E, Comparable Tree Maintenance Experience; and
- Appendix F, Key Personnel – Qualified Arborist for each Subcontractor specified in Offeror's proposal.

Appendix A
OFFEROR IDENTIFICATION AND INFORMATION FORM

Exact Legal Name of Offeror, including "dba" or "division" of a corporation (furnish the exact legal name of the entity under which an awarded contract, if any, will be executed):			
Address: Principal Place of Business (may not be a P.O. Box):			
Mailing Address (only if different):			
Payment Address (only if different)			
Offeror's Primary Contact Person: Name			
Title			
Telephone Number		Fax Number	
Email Address			
Federal Tax Identification Number:			
State of Hawaii General Excise Tax License Number:			
Type of Business Entity (check one):	☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Limited Liability Company ☐ Other _____		
Names of all Offeror's parent, affiliate and subsidiary organizations:			
Offeror is either:	☐ A Hawaii business incorporated or organized under the laws of the State of Hawaii; OR ☐ A Compliant Non-Hawaii business incorporated or organized under the laws of the State of _____ on (date) _____, and, if applicable, registered with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.		

The undersigned has carefully read and understands the terms and conditions specified herein and hereby submits the following offer to provide the goods and/or perform the work specified herein, all in accordance with the true intent and meaning thereof, and further that the Offeror shall comply with all terms, conditions and requirements of the solicitation. The undersigned further understands and agrees that by submitting this offer, 1) the undersigned is declaring the undersigned's offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) the undersigned is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Authorized (Original in ink) Signature

Name (printed)

Title

Date

Appendix B
WAGE CERTIFICATE

Subject:

Project Number RFP D26-039

Project Description Provide Tree Maintenance Services For Various Schools and Offices of the Hawaii State Department of Education on Oahu (Selected Districts), Hawaii (Districts III and IV), and Maui (Districts I through V)

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract in excess of \$25,000.00, the services to be performed will be performed in accordance with the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

Services Performed by Laborers and Mechanics:

The Contractor or the Contractor's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the Contractor at the time each laborer and mechanic is employed; provided that the Contractor does not have to provide the Contractor's employees the wage rate schedules where there is a collective bargaining agreement.

2. 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.

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

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

Offeror _____
Signature _____
Title _____
Date _____

Appendix C
EXECUTIVE SUMMARY

The Executive Summary summarizes the contents of the Proposal in a way that gives readers a broad understanding of the entire Proposal and outlines qualifications that the Offeror has to perform the scope of work effectively and efficiently. Offeror shall respond to the below questions. Attach additional sheets as needed.

- a. Provide a summary of the major elements of your Proposal that you would like to highlight and any aspect of your company's service offering that you feel is not adequately addressed elsewhere.

- b. What makes your company, and your Proposal uniquely well suited to the STATE's requirement?

- c. What specific elements of your Proposal do you believe will exceed the STATE's service requirements?

- d. What factors differentiate your company's approach to delivery of services from that of your competitors?

Offeror shall acknowledge each criteria below by check marking or initialing next to each of the criteria below and add supporting information, as applicable. Attach additional pages as needed.

☐ Terms and Conditions - Offeror understands and shall comply with all terms and conditions of the RFP (including the General Conditions).

Subcontracting (Checkmark/Initial One) –

☐ All the products and services shall be provided solely by the Offeror.

☐ Offeror's Proposal includes the use of a subcontractor(s) for the delivery of the products and services specified in the Scope of Work. If Offeror's proposal includes the use of subcontractors, the following Appendices shall be completed for each Subcontractor specified:

- Appendix D, Offeror Information, Background, and Qualifications;
- Appendix E, Comparable Tree Maintenance Experience; and
- Appendix F, Key Personnel – Qualified Arborist.

In addition, a description of the services to be performed by each subcontractor, and the percentage of required services that will be performed by each subcontractor, shall be included.

☐ Taxable Transaction - Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they may be liable for payment of the Hawaii General Excise Tax (GET). If 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: _____

Pending Litigation - The Offeror shall disclose all pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain how litigation may materially impact the Offeror or the Offeror's ability to fully perform and complete the contract.

☐ No Pending Litigation

☐ Pending Litigation is disclosed as follows: _____

Other Notable Items - The Offeror shall disclose any other items of note that may have material impact the Offeror or the Offeror's ability to fully perform and complete the contract.

☐ No Other Notable Items

☐ Notable Items are disclosed as follows: _____

Appendix D

OFFEROR INFORMATION, BACKGROUND, AND QUALIFICATIONS

This section outlines qualifications that the Offeror shall meet in order to perform the work scope effectively and efficiently. Offeror shall provide all information necessary for the STATE to comprehensively evaluate, understand and verify sufficiency of the Offeror's experience, knowledge, operations, and personnel conditions for the performance of the scope of work.

A. General information. Describe the company and its services.

B. Hawaii Type C-27 or C-27-B License
Number: (Attach photocopy of license.) _____

C.1. County where Offeror proposes to provide services ☐ Oahu ☐ Hawaii ☐ Maui

C.2. Permanent Service Facility
Address(es) in the above listed
County. List All Address(es). _____

C.3. Facility Telephone Number(s): _____

D. Percentage of Price representing total labor cost:
(Refer to RFP Appendix H, Section 13, Price
Adjustments, for more information) _____ percent

E. Personnel

1. Point-of-Contact: _____

Name: _____

Position Title: _____

Address: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

E-mail Address: _____

2. Name of Qualified Arborist(s): _____

(Complete Appendix F, Key Personnel - Qualified Arborist)

F. Number of years providing tree maintenance
services similar to the work specified in this RFP: _____

Continued Next Page

- G. List of employees who will be servicing this contract. Attach additional pages as needed:

Name	Title (include Part-Time or Full-Time)	Work Classification*

* See RFP Appendix H, Contract Minimum and Special Conditions, Section 7, Wage Certificate, for Employee Work Classifications

- H. List of vehicles and equipment available. Attach additional pages as needed.
Attach a list of vehicles and equipment (man lifts, backhoes, stump grinders, chippers, trailers and flatbed trucks) available for use under this agreement, if awarded. The list must include vehicle and/or equipment license numbers, and size and/or rating information. If a license number is not available, Offeror must provide an alternative means of identification (for example, numbering or lettering system) to designate the different equipment. For example, wood chipper A, wood chipper B.

Vehicle and equipment type	Size and rating	Model or Purchase Year	License Number or Unique ID Number

Continued Next Page

- I. Description of the Offeror's safety program, its objectives, and activities used to carry out said program, and its results. Attach a letter on your insurance carrier's letterhead stating your firm's Experience Modification Ratio (EMR) for the three most recent calendar years available. If your firm's EMR is above a 1.0 for any calendar year, provide an explanation.
- J. Description of how the Offeror manages scheduling, quality control, time and cost efficiency, job scope adjustments and troubleshooting, reporting requirements, and other communication and logistical needs, procedures and activities.
- K. Climate change mitigation practices
Describe your company's business practices that increase renewable energy use and achieve carbon neutrality. Examples include description of types, quantities and ratings of renewable or energy-efficient equipment and/or supplies. Include vehicles, and field and office equipment that reduce greenhouse gas emissions. Be specific.

Appendix E

COMPARABLE TREE MAINTENANCE EXPERIENCE (#1)

Offeror shall provide three (3) recent, comparable tree maintenance experiences, in the State of Hawaii other than the Hawaii State Department of Education, for whom Offeror has or is performing tree care services, emphasizing tree risk assessment, pruning, maintenance, and removal activities. Services provided shall be similar in nature to the services specified in this solicitation. Projects provided must be in progress or shall have a final acceptance date after January 1, 2016. The STATE reserves the right to contact references to verify Offerors quality level and reliability. The feedback provided from references will be used in evaluation.

Offeror shall complete one (1) Appendix E, Comparable Tree Maintenance Experience, for each project.

1. Offeror Name _____

2. Client Name _____

3. Project Name _____

4. Start Date (MM/YY): _____ End Date (MM/YY): _____

5. Project Number: _____ 6. Project Value: _____

7. Estimated % of Self Performance _____ 8. Estimated % Subcontract Work _____ 9. Number of Subcontractors Used _____

10. Project Location ☐ Oahu ☐ Hawaii ☐ Maui ☐ Kauai ☐ Lanai ☐ Other: _____

11. Project Scope (Check ALL boxes that apply)

☐ Tree Pruning ☐ Palm Pruning ☐ Coconut palm pruning ☐ Tree or palm removal ☐ Brush clearing

☐ Other - please describe: _____

12. ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work (Optional)

13. Client Reference: (It is your responsibility to assure that the contact information listed is correct.)

Contact Name: _____ Title: _____

Telephone: _____ Email Address: _____

Fully answer with details showing the breadth of your operations. Insert and attach additional, correctly labeled pages as needed.

14. List the safe work practices used during this project.

15. Who was responsible for quality control, and how was work quality ensured?

16. Describe the communication responsibilities for this project, what was done and their results?

17. Describe tree risk assessment practices and procedures performed for this project.

Appendix E
COMPARABLE TREE MAINTENANCE EXPERIENCE (#2)

Offeror shall provide three (3) comparable tree maintenance experiences, in the State of Hawaii other than the Hawaii State Department of Education, for whom Offeror has or is performing tree care services, emphasizing tree risk assessment, pruning, maintenance, and removal activities. Services provided shall be similar in nature to the services specified in this solicitation. Projects provided must be in progress or shall have a final acceptance date after January 1, 2016. The STATE reserves the right to contact references to verify Offerors quality level and reliability. The feedback provided from references will be used in evaluation.

Offeror shall complete one (1) Appendix E, Comparable Tree Maintenance Experience, for each project.

1. Offeror Name _____		
2. Client Name _____		
3. Project Name _____		
4. Start Date (MM/YY): _____	End Date (MM/YY): _____	
5. Project Number: _____	6. Project Value: _____	
7. Estimated % of Self Performance _____	8. Estimated % Subcontract Work _____	9. Number of Subcontractors Used _____
10. Project Location ☐ Oahu ☐ Hawaii ☐ Maui ☐ Kauai ☐ Lanai ☐ Other: _____		
11. Project Scope (Check ALL boxes that apply)		
☐ Tree Pruning ☐ Palm Pruning ☐ Coconut palm pruning ☐ Tree or palm removal ☐ Brush clearing		
☐ Other - please describe: _____		
12. ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work (Optional)		
13. Client Reference: (It is your responsibility to assure that the contact information listed is correct.)		
Contact Name: _____	Title: _____	
Telephone: _____	Email Address: _____	

Fully answer with details showing the breadth of your operations. Insert and attach additional, correctly labeled pages as needed.

14. List the safe work practices used during this project.

15. Who was responsible for quality control, and how was work quality ensured?

16. Describe the communication responsibilities for this project, what was done and their results?

17. Describe tree risk assessment practices and procedures performed for this project.

Appendix E
COMPARABLE TREE MAINTENANCE EXPERIENCE (#3)

Offeror shall provide three (3) comparable tree maintenance experiences, in the State of Hawaii other than the Hawaii State Department of Education, for whom Offeror has or is performing tree care services, emphasizing tree risk assessment, pruning, maintenance, and removal activities. Services provided shall be similar in nature to the services specified in this solicitation. Projects provided must be in progress or shall have a final acceptance date after January 1, 2016. The STATE reserves the right to contact references to verify Offerors quality level and reliability. The feedback provided from references will be used in evaluation.

Offeror shall complete one (1) Appendix E, Comparable Tree Maintenance Experience, for each project.

1. Offeror Name _____

2. Client Name _____

3. Project Name _____

4. Start Date (MM/YY): _____ End Date (MM/YY): _____

5. Project Number: _____ 6. Project Value: _____

7. Estimated % of Self Performance _____ 8. Estimated % Subcontract Work _____ 9. Number of Subcontractors Used _____

10. Project Location ☐ Oahu ☐ Hawaii ☐ Maui ☐ Kauai ☐ Lanai ☐ Other: _____

11. Project Scope (Check ALL boxes that apply)

☐ Tree Pruning ☐ Palm Pruning ☐ Coconut palm pruning ☐ Tree or palm removal ☐ Brush clearing

☐ Other - please describe: _____

12. ATTACH an Additional Description and/or Pictures of the Project Summarizing the Scope of Work (Optional)

13. Client Reference: (It is your responsibility to assure that the contact information listed is correct.)

Contact Name: _____ Title: _____

Telephone: _____ Email Address: _____

Fully answer with details showing the breadth of your operations. Insert and attach additional, correctly labeled pages as needed.

14. List the safe work practices used during this project.

15. Who was responsible for quality control, and how was work quality ensured?

16. Describe the communication responsibilities for this project, what was done and their results?

17. Describe tree risk assessment practices and procedures performed for this project.

Appendix F
KEY PERSONNEL – QUALIFIED ARBORIST
To be completed by the Qualified Arborist

1. Offeror Name:		
2. ISA Certified Arborist Name		3. ISA Certified Arborist Identification Number
4. ISA Certification Start Date		5. ISA Certification Expiration Date
6. Number of Years with the Firm. If less than five years, list previous employers up to five years.		
7. Attach: a) Photocopy of current ISA certificate demonstrating a minimum of five years' Certified Arborist credential. b) Photocopy of current First Aid and CPR certification c) Most recent proof of training for: electrical hazards awareness and tree risk assessment d) Resume of the Certified Arborist (required) - Resume shall include Arborist's ISA CEU Report for the most recent three years, which includes dates, course titles, and number of CEUs per event.		
8. Arborist Mobile Phone No.		9. Arborist Email Address
Client References (other than Hawaii State Department of Education). Offeror is responsible for assuring that the information is current and correct. All information is subject to verification; the STATE reserves the right to contact all references.		
10. Reference #1 - Name of Customer	Inspector and/or Contact Person	Phone Number
Project Start and End Date, Number of trees, work done		Number of people supervised
11. Reference #2 - Name of Customer	Inspector and/or Contact Person	Phone Number
Project Start and End Date, Number of trees, work done		Number of people supervised
12. Reference #3 - Name of Customer	Inspector and/or Contact Person	Phone Number
Project Start and End Date, Number of trees, work done		Number of people supervised
Experience and Qualifications - Please answer completely, and use additional sheets as needed. RESPONSES THAT REFERENCE OTHER SECTIONS OR FORMS OF THE PROPOSAL WILL NOT BE EVALUATED.		
13. What were your responsibilities, goals and objectives in the above listed projects that align with the scope of work in this RFP?		

PROVIDE TREE MAINTENANCE SERVICES FOR VARIOUS SCHOOLS AND OFFICES OF THE HAWAII STATE DEPARTMENT
OF EDUCATION ON OAHU (SELECTED DISTRICTS), HAWAII (DISTRICTS III AND IV), AND MAUI (DISTRICTS I THROUGH V)
RFP D26-039

1. Offeror Name:	
2. ISA Certified Arborist Name	3. ISA Certified Arborist Identification Number
14. What skill sets, equipment and tools did you use routinely in the above projects that align with the scope of work in this RFP? What other important skills, including soft skills, equipment and tools do you use routinely?	
15. Describe your direct and supervisory skills and/or experience with safety during tree care operations similar to that required by RFP Section 3.1.6, Qualified Arborist, providing specific details about your experience in different areas of safety, and the best practices applied, including but not limited to, safe work practices for different aspects of tree care, training, reporting, and emergency procedures.	
16. Describe in detail your experience, knowledge and skills assessing tree hazards and risk, including the types of tools and/or equipment used, risk assessment methods applied, the types of conditions observed, and how these conditions were addressed (how did you report them, and follow-up steps you carried out).	
17. What regulations and professional standards apply to your work as the Qualified Arborist, and what activities do you perform to comply with these requirements?	

I hereby certify that all statements made on or in connection with this Appendix F including those regarding my education and employment record are true and correct to the best of my knowledge.

Signature of Qualified Arborist

Date

PROVIDE TREE MAINTENANCE SERVICES FOR VARIOUS SCHOOLS AND OFFICES OF THE HAWAII STATE DEPARTMENT
OF EDUCATION ON OAHU (SELECTED DISTRICTS), HAWAII (DISTRICTS III AND IV), AND MAUI (DISTRICTS I THROUGH V)
RFP D26-039

Appendix G
PRICE PROPOSAL

Attached.

Appendix G
PRICE PROPOSAL

Offeror shall complete all three tables for each Group where Offeror is proposing tree maintenance services:

1. Routine annual maintenance
2. Banyan pest treatment services
3. Additional Services

If awarded, prices proposed will be the maximum allowed during the contract period, subject to any price adjustments allowed herein.

Offeror:

GROUP A: OAHU – LEEWARD DISTRICT

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
1	Waiau Elementary	98-450 Hookanike Street	64	
2	Highlands Intermediate	1460 Hoolaulea Street	62	
3	Pearl City Highlands Elementary	1419 Waimano Home Road	37	
4	Pearl City High	2100 Hookiekie Street	230	
5	Momilani Elementary	2130 Hookiekie Street	38	
6	Pacific Palisades Elementary	2306 Auhuhu Street	81	
7	Manana Elementary	1147 Kumano Street	29	
8	Pearl City Elementary	1090 Waimano Home Road	26	
9	Lehua Elementary	791 Lehua Avenue	32	
10	Kanoelani Elementary	94-1091 Oli Loop	46	
11	August Ahrens Elementary	94-1170 Waipahu Street	86	
12	Waikele Elementary	94-1035 Kukula Street	54	
13	Kaleiopuu Elementary	94-665 Kaaholo Street	44	
14	Honowai Elementary	94-600 Honowai Street	35	
15	Waipahu Elementary	94-465 Waipahu Street	72	
16	Waipahu High	94-1211 Farrington Highway	141	
17	Waipahu Intermediate	94-455 Farrington Highway	114	
18	Leeward District Office Annex	94-521 Farrington Highway	10	
19	Ewa Elementary	91-1280 Renton Road	90	
20	Holomua Elementary	91-1561 Keaunui Drive	45	
21	Ewa Makai Middle	91-6291 Kapolei Parkway	178	
22	Keoneula Elementary	91-970 Kaileolea Drive	88	
23	Iroquois Point Elementary	5553 Cormorant Avenue	79	
24	Kaimiloa Elementary	91-1028 Kaunui Drive	44	
25	Ilima Intermediate	91-884 Fort Weaver Road	111	
26	James Campbell High	91-980 North Road	51	
27	Pohakea Elementary	91-750 Fort Weaver Road	81	
28	Ewa Beach Elementary	91-740 Papipi Road	69	
29	Barber's Point Elementary	3001 Boxer Road	75	

Offeror:

GROUP A: OAHU – LEEWARD DISTRICT

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
30	Kapolei Elementary	91-1119 Kamaaha Loop	65	
31	Kapolei Middle	91-5335 Kapolei Parkway	110	
32	Kapolei High	91-5007 Kapolei Parkway	160	
33	Hookele Elementary	511 Kunehi Street	138	
34	Mauka Lani Elementary	92-1300 Panana Street	53	
35	Makakilo Elementary	96-675 Anipeahi Street	14	
36	Nanakuli High and Intermediate	89-980 Nanakuli Avenue	168	
37	Nanakuli Elementary	89-778 Haleakala Avenue	75	
38	Nanaikapono Elementary	89-153 Mano Avenue	44	
39	Mali Elementary	87-360 Kulaaupuni Street	45	
40	Leihoku Elementary	86-285 Leihoku Street	29	
41	Waianae Elementary	85-220 McArthur Street	54	
42	Waianae Intermediate	8-626 Farrington Highway	79	
43	Kamaile Elementary	85-180 Ala Akau Street	45	
44	Waianae High	85-251 Farrington Highway	142	
45	Makaha Elementary	84-200 Ala Naauao Place	54	
46	Honouliuli Middle	91-559 Maunakapu Street	98	
Total Quantity of Trees:			3,485	
TOTAL SUM (Items 1 through 46):				
AVERAGE TREE UNIT PRICE [(total sum bid) divided by (total number of trees)]:				

* Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP A: OAHU – LEEWARD DISTRICT

PART 2: BANYAN PEST TREATMENT SERVICES

1. Pest treatment services for susceptible *Ficus* species shall be performed and billed in accordance with the RFP, concurrently with routine annual maintenance.

2. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period.

Item Number	Tree Trunk Diameter at Standard Height *	(A) Banyan Estimated Quantity	(B) Banyan Pest Treatment Unit Price	EVALUATION TOTAL (A)*(B)
47	6.01 inches to 12 inches	1		
48	12.01 inches to 24 inches	4		
49	24.01 inches to 36 inches	3		
50	36.01 inches to 48 inches	3		
51	48.01 inches to 60 inches	1		
52	60.01 inches to 72 inches	1		
53	72.01 inches to 84 inches	1		
54	84.01 inches to 96 inches	1		
55	96.01 inches to 108 inches	1		
56	Greater than 108 inches	1		
TOTAL WEIGHTED SUM FOR EVALUATION (Items 47 through 56):				

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the trunks to be treated.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP A: OAHU – LEEWARD DISTRICT

PART 3: ADDITIONAL SERVICES (Emergency, Urgent and Normal Priority)

1. The STATE reserves the right to require Additional Services and services shall be performed in accordance with the RFP. Additional Services will be requested, and authorized in writing, by the CA, POC, or other authorized representative, prior to the start the Additional Services work.
2. Additional Services shall be billed separately from routine maintenance.
3. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period. Proposed Unit Prices shall account for any and all possible variable or special work conditions, including but not limited to, traffic control, access limitations and obstructions for personnel and/or lift and debris disposal equipment, and specialized equipment rental.
4. Additional Services identified as emergency priority shall be completed within twenty-four (24) hours. Additional Services identified as urgent priority shall be completed within three (3) to five (5) business days.

Item Number	Tree Trunk Diameter at Standard Height *	(A) Estimated Quantity	(B) Pruning Service Unit Price	(C) Stump Removal Only Unit Price	(D) Tree and Stump Removal Unit Price	EVALUATION TOTAL =(A)*[(B)+(C)+(D)]
	<i>Example: Up to 6 inches</i>	2	\$100.00	\$100.00	\$300.00	\$1,000.00
57	Up to 6 inches	2				
58	6.01 inches to 12 inches	2				
59	12.01 inches to 24 inches	6				
60	24.01 inches to 36 inches	6				
61	36.01 inches to 48 inches	6				
62	48.01 inches to 60 inches	3				
63	60.01 inches to 72 inches	2				
64	greater than 72 inches	2				
TOTAL WEIGHTED SUM FOR EVALUATION (Items 57 through 64):						

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis by each Additional Services work request. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the four largest trunks.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B), (C), and (D) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP B: OAHU – FARRINGTON COMPLEX

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
1	Princess Kaiulani Elementary	783 North School Street	48	
2	Kalihi Kai Elementary	626 McNeil! Street	49	
3	King David Kalakaua Middle	621 Kalihi Street	82	
4	Puuhale Elementary	345 Puuhale Road	39	
5	Governor Wallace Rider Farrington High	1564 North School Street	85	
6	Kapalama Elementary	1601 North School Street	56	
7	Kalihi Uka Elementary	2411 Kallhi Street	3	
8	Kalihi Elementary	2471 Kula Kolea Drive	44	
9	Kaewai Elementary	1929 Kamehameha IV Road	78	
10	Governor Sanford B. Dole Middle	1803 Kamehameha IV Road	56	
11	Kalihi Waena Elementary	1240 Gulick Avenue	32	
12	Linapuni Elementary	1434 Linapuni Street	22	
13	Mayor Joseph J. Fern Elementary	1121 Middle Street	18	
Total Quantity of Trees:			612	
TOTAL SUM (Items 1 through 13):				
AVERAGE TREE UNIT PRICE [(total sum bid) divided by (total number of trees)]:				

* Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP B: OAHU – FARRINGTON COMPLEX

PART 2: BANYAN PEST TREATMENT SERVICES				
1. Pest treatment services for susceptible <i>Ficus</i> species shall be performed and billed in accordance with the RFP, concurrently with routine annual maintenance.				
2. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period.				
Item Number	Tree Trunk Diameter at Standard Height *	(A) Banyan Estimated Quantity	(B) Banyan Pest Treatment Unit Price	EVALUATION TOTAL (A)*(B)
14	6.01 inches to 12 inches	1		
15	12.01 inches to 24 inches	1		
16	24.01 inches to 36 inches	1		
17	36.01 inches to 48 inches	1		
18	48.01 inches to 60 inches	1		
19	60.01 inches to 72 inches	1		
20	72.01 inches to 84 inches	1		
21	84.01 inches to 96 inches	1		
22	96.01 inches to 108 inches	1		
23	Greater than 108 inches	1		
TOTAL WEIGHTED SUM FOR EVALUATION (Items 14 through 23):				

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the trunks to be treated.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.
(B) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP B: OAHU – FARRINGTON COMPLEX

PART 3: ADDITIONAL SERVICES (Emergency, Urgent and Normal Priority)

1. The STATE reserves the right to require Additional Services and services shall be performed in accordance with the RFP. Additional Services will be requested, and authorized in writing, by the CA, POC, or other authorized representative, prior to the start the Additional Services work.
2. Additional Services shall be billed separately from routine maintenance.
3. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period. Proposed Unit Prices shall account for any and all possible variable or special work conditions, including but not limited to, traffic control, access limitations and obstructions for personnel and/or lift and debris disposal equipment, and specialized equipment rental.
4. Additional Services identified as emergency priority shall be completed within twenty-four (24) hours. Additional Services identified as urgent priority shall be completed within three (3) to five (5) business days.

Item Number	Tree Trunk Diameter at Standard Height *	(A) Estimated Quantity	(B) Pruning Service Unit Price	(C) Stump Removal Only Unit Price	(D) Tree and Stump Removal Unit Price	EVALUATION TOTAL '=(A)*[(B)+(C)+(D)]
	<i>Example: Up to 6 inches</i>	2	\$100.00	\$100.00	\$300.00	\$1,000.00
24	Up to 6 inches	1				
25	6.01 inches to 12 inches	1				
26	12.01 inches to 24 inches	1				
27	24.01 inches to 36 inches	1				
28	36.01 inches to 48 inches	1				
29	48.01 inches to 60 inches	1				
30	60.01 inches to 72 inches	1				
31	greater than 72 inches	1				
TOTAL WEIGHTED SUM FOR EVALUATION (Items 24 through 31):						

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis by each Additional Services work request. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the four largest trunks.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B), (C), and (D) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP C: OAHU – KAILUA-KALAHEO AND KALANI-KAIMUKI COMPLEX AREAS

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
1	Aikahi Elementary	281 Iliha Street	92	
2	Mokapu Elementary	KMCAS 1193 Mokapu Road	50	
3	Kainalu Elementary	165 Kaiholu Street	56	
4	Kalaheo High	730 Ilianina Street	147	
5	Kailua High	451 Ulumanu Drive	82	
6	Kailua Intermediate	15 S. Kainalu Street	36	
7	Kailua Elementary	315 Kuulei Road	32	
8	Enchanted Lake Elementary	770 Keolu Drive	48	
9	Kaohao PCS (Lanikai Elementary)	140 Alala Road	69	
10	Kaelepulu Elementary	530 Keolu Drive	77	
11	Keolu Elementary	1416 Keolu Drive	37	
12	Maunawili Elementary	1465 Ulupii Street	54	
13	Olomana High School Intermediate School	42-522 Kalanianaʻole Highway	22	
14	Waimanalo Elementary and Intermediate	41-1330 Kalanianaʻole Highway	76	
15	Blanche Pope Elementary	41-133 Huli Street	45	
16	Kamiloiki Elementary	7788 Hawaii Kai Drive	80	
17	Henry J. Kaiser High	551 Lunalilo Home Road	163	
18	Hahaione Elementary	395 Pepeekeo Street	51	
19	Koko Head Elementary.	189 Lunalilo Home Road	53	
20	Niu Valley Middle	503 Kamoku Street	115	
21	Aina Haina Elementary	801 Hind Drive	64	
22	Kalani High	4680 Kalanianaʻole Highway	98	
23	Mayor John H. Wilson Elementary	4945 Kilauea Avenue	47	
24	Kahala Elementary	4559 Kilauea Avenue	56	
25	Waialae Elementary	1045 19th Avenue	73	
26	Office of Curriculum and Instructional Design Annex	475 22th Avenue	33	
27	ATR Facilities Maintenance	4087 Diamond Head Road	12	
28	Kaimuki Middle	631 18th Avenue	56	

Offeror:

GROUP C: OAHU – KAILUA-KALAHEO AND KALANI-KAIMUKI COMPLEX AREAS

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
29	Liliuokalani Elementary	3633 Waialae Avenue	25	
30	Ke Kula Kaiapuni O Anuenue	2528 10th Avenue	40	
31	Palolo Elementary	2106 10th Avenue	27	
32	William P. Jarrett Middle	1930 Palolo Avenue	50	
33	Aliiolani Elementary	1240 7th Avenue	43	
34	King Liholiho Elementary	3430 Maunaloa Avenue	48	
35	Waikiki Elementary	3710 Leahi Avenue	51	
36	Hawaii School for the Deaf and the Blind	3430 Leahi Avenue	35	
37	President Thomas Jefferson Elementary	324 Kapahulu Avenue	68	
38	Kaimuki High	2705 Kaimuki Avenue	140	
39	Ala Wai Elementary	503 Kamoku Street	39	
40	Hokulani Elementary	2940 Kamakini Street	29	
41	Noelani Elementary	2655 Woodlawn Drive	74	
42	Manoa Elementary	3155 Manoa Road	112	
43	Prince Jonah Kuhio Elementary	2759 South King Street	46	
44	King William C. Lunalilo Elementary	810 Pumehana Street	39	
45	President George Washington Middle	1633 South King Street	27	
46	DOE Plant Nursery	620 22nd Avenue	15	
Total Quantity of Trees:			2,732	
TOTAL SUM (Items 1 through 46):				
AVERAGE TREE UNIT PRICE [(total sum bid) divided by (total number of trees)]:				

* Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP C: OAHU – KAILUA-KALAHEO AND KALANI-KAIMUKI COMPLEX AREAS

PART 2: BANYAN PEST TREATMENT SERVICES				
1. Pest treatment services for susceptible <i>Ficus</i> species shall be performed and billed in accordance with the RFP, concurrently with routine annual maintenance.				
2. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period.				
Item Number	Tree Trunk Diameter at Standard Height *	(A) Banyan Estimated Quantity	(B) Banyan Pest Treatment Unit Price	EVALUATION TOTAL (A)*(B)
47	6.01 inches to 12 inches	1		
48	12.01 inches to 24 inches	2		
49	24.01 inches to 36 inches	6		
50	36.01 inches to 48 inches	6		
51	48.01 inches to 60 inches	6		
52	60.01 inches to 72 inches	6		
53	72.01 inches to 84 inches	2		
54	84.01 inches to 96 inches	1		
55	96.01 inches to 108 inches	1		
56	Greater than 108 inches	3		
TOTAL WEIGHTED SUM FOR EVALUATION (Items 47 through 56):				

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the trunks to be treated.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP C: OAHU – KAILUA-KALAHEO AND KALANI-KAIMUKI COMPLEX AREAS

PART 3: ADDITIONAL SERVICES (Emergency, Urgent and Normal Priority)

1. The STATE reserves the right to require Additional Services and services shall be performed in accordance with the RFP. Additional Services will be requested, and authorized in writing, by the CA, POC, or other authorized representative, prior to the start the Additional Services work.
2. Additional Services shall be billed separately from routine maintenance.
3. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period. Proposed Unit Prices shall account for any and all possible variable or special work conditions, including but not limited to, traffic control, access limitations and obstructions for personnel and/or lift and debris disposal equipment, and specialized equipment rental.
4. Additional Services identified as emergency priority shall be completed within twenty-four (24) hours. Additional Services identified as urgent priority shall be completed within three (3) to five (5) business days.

Item Number	Tree Trunk Diameter at Standard Height *	(A) Estimated Quantity	(B) Pruning Service Unit Price	(C) Stump Removal Only Unit Price	(D) Tree and Stump Removal Unit Price	EVALUATION TOTAL '=(A)*[(B)+(C)+(D)]
	<i>Example: Up to 6 inches</i>	2	\$100.00	\$100.00	\$300.00	\$1,000.00
55	Up to 6 inches	2				
56	6.01 inches to 12 inches	3				
57	12.01 inches to 24 inches	4				
58	24.01 inches to 36 inches	4				
59	36.01 inches to 48 inches	4				
60	48.01 inches to 60 inches	3				
61	60.01 inches to 72 inches	2				
62	greater than 72 inches	2				
TOTAL WEIGHTED SUM FOR EVALUATION (Items 55 through 62):						

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis by each Additional Services work request. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the four largest trunks.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B), (C), and (D) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP D: OAHU – MCKINLEY-ROOSEVELT AND CASTLE-KAHUKU COMPLEX AREAS

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
1	President William McKinley High	1039 South King Street	129	
2	Queen Kaahumanu Elementary	1141 Kinau Street	51	
3	Robert Louis Stevenson Middle	1202 Prospect Street	95	
4	President Theodore Roosevelt High	1130 Nehoa Street	110	
5	President Abraham Lincoln Elementary	615 Auwaiolimu Street	38	
6	Royal Elementary	1519 Queen Emma Street	16	
7	Princess Ruth Keelikolani Middle	1302 Queen Emma Street	85	
8	Pauoa Elementary	2391 Pauoa Road	28	
9	Prince David Kawanānakoā Middle	49 Funchal Street	52	
10	Nuuanu Elementary	3055 Puiwa Lane	31	
11	Maemae Elementary	319 Wylie Street	35	
12	Kauluwela Elementary	1486 Aala Street	37	
13	Princess Miriam K. Likelike Elementary	618 Palama Street	30	
14	Lanakila Elementary	783 North King Street	43	
15	Puohala Elementary	45-233 Kulauli Street	48	
16	James B. Castle High	45-386 Kaneohe Bay Drive	110	
17	Kaneohe Elementary	45-495 Kamehameha Highway	197	
18	Kapunahala Elementary	45-828 Anoi Road	49	
19	Reverend Benjamin Parker Elementary	45-259 Waikalua Road	28	
20	Governor S. W. King Intermediate	46-155 Kam Highway	123	
21	Heeia Elementary	46-202 Haiku Road	99	
22	Ahuimanu Elementary	47-470 Hui Aeko Place	34	
23	Kahaluu Elementary	47-280 Waihee Road	26	
24	Waiahole Elementary	48-215 Waiahole Valley Road	48	
25	Kaaawa Elementary	51-296 Kamehameha Highway	4	
26	Hauula Elementary	54-046 Kamehameha Highway	8	
27	Laie Elementary	55-109 Kulanui Street	57	
28	Kahuku High and Intermediate	56-490 Kamehameha Highway	69	

Offeror:

GROUP D: OAHU – MCKINLEY-ROOSEVELT AND CASTLE-KAHUKU COMPLEX AREAS

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
29	Kahuku Elementary	56-170 Pualalea Street	31	
Total Quantity of Trees:			1,711	
TOTAL SUM (Items 1 through 29):				
AVERAGE TREE UNIT PRICE [(total sum bid) divided by (total number of trees)]:				

* Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP D: OAHU – MCKINLEY-ROOSEVELT AND CASTLE-KAHUKU COMPLEX AREAS

PART 2: BANYAN PEST TREATMENT SERVICES				
1. Pest treatment services for susceptible <i>Ficus</i> species shall be performed and billed in accordance with the RFP, concurrently with routine annual maintenance.				
2. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period.				
Item Number	Tree Trunk Diameter at Standard Height *	(A) Banyan Estimated Quantity	(B) Banyan Pest Treatment Unit Price	EVALUATION TOTAL (A)*(B)
30	6.01 inches to 12 inches	1		
31	12.01 inches to 24 inches	5		
32	24.01 inches to 36 inches	3		
33	36.01 inches to 48 inches	2		
34	48.01 inches to 60 inches	1		
35	60.01 inches to 72 inches	1		
36	72.01 inches to 84 inches	1		
37	84.01 inches to 96 inches	1		
38	96.01 inches to 108 inches	1		
39	Greater than 108 inches	1		
TOTAL WEIGHTED SUM FOR EVALUATION (Items 30 through 39):				

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the trunks to be treated.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP D: OAHU – MCKINLEY-ROOSEVELT AND CASTLE-KAHUKU COMPLEX AREAS

PART 3: ADDITIONAL SERVICES (Emergency, Urgent and Normal Priority)

1. The STATE reserves the right to require Additional Services and services shall be performed in accordance with the RFP. Additional Services will be requested, and authorized in writing, by the CA, POC, or other authorized representative, prior to the start the Additional Services work.
2. Additional Services shall be billed separately from routine maintenance.
3. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period. Proposed Unit Prices shall account for any and all possible variable or special work conditions, including but not limited to, traffic control, access limitations and obstructions for personnel and/or lift and debris disposal equipment, and specialized equipment rental.
4. Additional Services identified as emergency priority shall be completed within twenty-four (24) hours. Additional Services identified as urgent priority shall be completed within three (3) to five (5) business days.

Item Number	Tree Trunk Diameter at Standard Height *	(A) Estimated Quantity	(B) Pruning Service Unit Price	(C) Stump Removal Only Unit Price	(D) Tree and Stump Removal Unit Price	EVALUATION TOTAL '=(A)*[(B)+(C)+(D)]
	<i>Example: Up to 6 inches</i>	2	\$100.00	\$100.00	\$300.00	\$1,000.00
40	Up to 6 inches	1				
41	6.01 inches to 12 inches	2				
42	12.01 inches to 24 inches	3				
43	24.01 inches to 36 inches	3				
44	36.01 inches to 48 inches	2				
45	48.01 inches to 60 inches	2				
46	60.01 inches to 72 inches	1				
47	greater than 72 inches	1				
TOTAL WEIGHTED SUM FOR EVALUATION (Items 40 through 47):						

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis by each Additional Services work request. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the four largest trunks.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B), (C), and (D) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP E: HAWAII ISLAND – WEST DISTRICTS - III HOOKENA-KEALAKEHE, IV PAAUILO-WAIKOLOA, AND OTHER VARIOUS SITES

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
III. HOOKENA TO KEALAKEHE COMPLEX				
1	Hookena Elementary	86-4355 Mamalahoa Highway	32	
2	Honaunau Elementary	83-5360 Mamalahoa Highway	51	
3	Konawaena Elementary	81-901 Onouli Road	42	
4	Ke Kula O Ehunuikaimalino Elementary	81-1041 Konawaena School Road	5	
5	Konawaena High	81-1043 Konawaena School Road	113	
6	Konawaena Middle	81-1045 Konawaena School Road	16	
7	Holualoa Elementary	76-5957 Mamalahoa Highway	34	
8	Kahakai Elementary	76-147 Royal Poinciana Drive	45	
9	West Hawaii Complex Area Office	75-140 Hualalai Road	2	
10	Kealakehe Intermediate	74-5062 Onipaa Street	107	
11	Kealakehe Elementary	74-5118 Kealakaa Street	79	
12	Kealakehe High	74-5000 Puohulihuli Street	209	
IV. PAAUILO TO WAIKOLOA COMPLEX				
13	Paauiilo Elementary-Intermediate	43-1497 Old Main Road	251	
14	Honokaa Elementary	45-534 Pakalana Street	19	
15	Honokaa High-Intermediate	45-527 Pakalana Street	11	
16	Waimea Elementary	67-1225 Mamalahoa Highway	28	
17	Waimea Middle	67-1229 Manalahoa Highway	28	
18	Waimea Teachers Cottage	67-1229 Manalahoa Highway	41	
19	Kohala Intermediate	53-4155 Akoni Pule Highway	165	
20	Kohala High	54-3611 Akoni Pule Highway	155	
21	Kohala Elementary	54-3609 Akoni Pule Highway	46	
22	Waikoloa Elementary	68-1730 Hooko Street	116	
Total Quantity of Trees:			1,595	
TOTAL SUM (Items 1 through 22):				
AVERAGE TREE UNIT PRICE [(total sum bid) divided by (total number of trees)]:				

Offeror:

GROUP E: HAWAII ISLAND – WEST DISTRICTS - III HOOKENA-KEALAKEHE, IV PAAUILO-WAIKOLOA, AND OTHER VARIOUS SITES

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Num ber	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)

* Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP E: HAWAII ISLAND – WEST DISTRICTS - III HOOKENA-KEALAKEHE, IV PAAUILO-WAIKOLOA, AND OTHER VARIOUS SITES

PART 2: BANYAN PEST TREATMENT SERVICES				
1. Pest treatment services for susceptible <i>Ficus</i> species shall be performed and billed in accordance with the RFP, concurrently with routine annual maintenance. 2. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period.				
Item Number	Tree Trunk Diameter at Standard Height *	(A) Banyan Estimated Quantity	(B) Banyan Pest Treatment Unit Price	EVALUATION TOTAL (A)*(B)
23	6.01 inches to 12 inches	1		
24	12.01 inches to 24 inches	1		
25	24.01 inches to 36 inches	1		
26	36.01 inches to 48 inches	1		
27	48.01 inches to 60 inches	1		
28	60.01 inches to 72 inches	1		
29	72.01 inches to 84 inches	1		
30	84.01 inches to 96 inches	1		
31	96.01 inches to 108 inches	1		
32	Greater than 108 inches	1		
TOTAL WEIGHTED SUM FOR EVALUATION (Items 23 through 32):				

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the trunks to be treated.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.
 (B) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP E: HAWAII ISLAND – WEST DISTRICTS - III HOOKENA-KEALAKEHE, IV PAAUILO-WAIKOLOA, AND OTHER VARIOUS SITES

PART 3: ADDITIONAL SERVICES (Emergency, Urgent and Normal Priority)

1. The STATE reserves the right to require Additional Services and services shall be performed in accordance with the RFP. Additional Services will be requested, and authorized in writing, by the CA, POC, or other authorized representative, prior to the start the Additional Services work.
2. Additional Services shall be billed separately from routine maintenance.
3. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period. Proposed Unit Prices shall account for any and all possible variable or special work conditions, including but not limited to, traffic control, access limitations and obstructions for personnel and/or lift and debris disposal equipment, and specialized equipment rental.
4. Additional Services identified as emergency priority shall be completed within twenty-four (24) hours. Additional Services identified as urgent priority shall be completed within three (3) to five (5) business days.

Item Number	Tree Trunk Diameter at Standard Height *	(A) Estimated Quantity	(B) Pruning Service Unit Price	(C) Stump Removal Only Unit Price	(D) Tree and Stump Removal Unit Price	EVALUATION TOTAL '=(A)*[(B)+(C)+(D)]
	<i>Example: Up to 6 inches</i>	2	\$100.00	\$100.00	\$300.00	\$1,000.00
33	Up to 6 inches	1				
34	6.01 inches to 12 inches	2				
35	12.01 inches to 24 inches	2				
36	24.01 inches to 36 inches	2				
37	36.01 inches to 48 inches	2				
38	48.01 inches to 60 inches	2				
39	60.01 inches to 72 inches	1				
40	greater than 72 inches	1				
TOTAL WEIGHTED SUM FOR EVALUATION (Items 33 through 40):						

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis by each Additional Services work request. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the four largest trunks.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B), (C), and (D) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP F: MAUI DISTRICTS I (LAHAINA COMPLEX), II (BALDWIN COMPLEX), AND III (MAUI COMPLEX)

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
I. LAHAINALUNA COMPLEX				
1	King Kamehameha III Elementary	611 Front Street	0	
2	Lahaina Intermediate	871 Lahainaluna Road	89	
3	Lahainaluna High	980 Lahainaluna Road	223	
4	Princess Nahienaena Elementary	816 Niheu Street	77	
II. BALDWIN COMPLEX				
5	Henry Perrine Baldwin High	1650 Kamehameha Avenue	108	
6	Iao Intermediate	260 S. Market Street	38	
7	Puu Kukui Elementary	3700 Kehalani Mauka Parkway	141	
8	Waihee Elementary	2125 Kahekili Highway	57	
9	Wailuku Elementary	355 S. High Street	38	
III. MAUI COMPLEX				
10	Kahului Elementary	410 S. Hina Avenue	35	
11	Kamalii Elementary	180 Kealii Alanui	75	
12	Kihei Elementary	250 E. Lipoa Street	115	
13	Lihikai Elementary	335 S. Papa Avenue	43	
14	Lokelani Intermediate	1401 Liloa Drive	86	
15	Maui High	660 S. Lono Avenue	166	
16	Maui Waena Intermediate	795 Onehee Street	67	
17	Puunene School	E Camp 5 Road	57	
18	Pomaikai Elementary	4650 S. Kamehameha Avenue	42	
Total Quantity of Trees:			1,457	
TOTAL SUM (Items 1 through 18):				
AVERAGE TREE UNIT PRICE [(total sum bid) divided by (total number of trees)]:				

* Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP F: MAUI DISTRICTS I (LAHAINA COMPLEX), II (BALDWIN COMPLEX), AND III (MAUI COMPLEX)

PART 2: BANYAN PEST TREATMENT SERVICES				
1. Pest treatment services for susceptible <i>Ficus</i> species shall be performed and billed in accordance with the RFP, concurrently with routine annual maintenance.				
2. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period.				
Item Number	Tree Trunk Diameter at Standard Height *	(A) Banyan Estimated Quantity	(B) Banyan Pest Treatment Unit Price	EVALUATION TOTAL (A)*(B)
19	6.01 inches to 12 inches	3		
20	12.01 inches to 24 inches	8		
21	24.01 inches to 36 inches	8		
22	36.01 inches to 48 inches	8		
23	48.01 inches to 60 inches	5		
24	60.01 inches to 72 inches	5		
25	72.01 inches to 84 inches	2		
26	84.01 inches to 96 inches	2		
27	96.01 inches to 108 inches	2		
28	Greater than 108 inches	2		
TOTAL WEIGHTED SUM FOR EVALUATION (Items 19 through 28):				

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the trunks to be treated.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP F: MAUI DISTRICTS I (LAHAINA COMPLEX), II (BALDWIN COMPLEX), AND III (MAUI COMPLEX)

PART 3: ADDITIONAL SERVICES (Emergency, Urgent and Normal Priority)						
1. The STATE reserves the right to require Additional Services and services shall be performed in accordance with the RFP. Additional Services will be requested, and authorized in writing, by the CA, POC, or other authorized representative, prior to the start the Additional Services work. 2. Additional Services shall be billed separately from routine maintenance. 3. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period. Proposed Unit Prices shall account for any and all possible variable or special work conditions, including but not limited to, traffic control, access limitations and obstructions for personnel and/or lift and debris disposal equipment, and specialized equipment rental. 4. Additional Services identified as emergency priority shall be completed within twenty-four (24) hours. Additional Services identified as urgent priority shall be completed within three (3) to five (5) business days.						
Item Number	Tree Trunk Diameter at Standard Height *	(A) Estimated Quantity	(B) Pruning Service Unit Price	(C) Stump Removal Only Unit Price	(D) Tree and Stump Removal Unit Price	EVALUATION TOTAL '=(A)*[(B)+(C)+(D)]
	<i>Example: Up to 6 inches</i>	2	\$100.00	\$100.00	\$300.00	\$1,000.00
29	Up to 6 inches	1				
30	6.01 inches to 12 inches	1				
31	12.01 inches to 24 inches	2				
32	24.01 inches to 36 inches	2				
33	36.01 inches to 48 inches	2				
34	48.01 inches to 60 inches	2				
35	60.01 inches to 72 inches	1				
36	greater than 72 inches	1				
TOTAL WEIGHTED SUM FOR EVALUATION (Items 29 through 36):						

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis by each Additional Services work request. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the four largest trunks.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B), (C), and (D) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP G: MAUI DISTRICTS IV AND V (KEKAULIKE-HANA-MOLOKAI-LANAI COMPLEX AREAS)

PART 1: ROUTINE ANNUAL MAINTENANCE				
Item Number	Site Name	Address	Number of Trees	Price Per Site * (Unit Price)
1	Haiku Elementary	105 Puawela Road, Haiku	12	
2	Hana Elementary, Intermediate, High	4111 Hana Highway, Hana	88	
3	Samuel. E. Kalama Intermediate	120 Makani Road, Makawao	124	
4	Kaunakakai Elementary	30 Ailoa Street, Kaunakakai	42	
5	King Kekaulike High	121 Kula Highway, Pukalani	354	
6	Kilohana Elementary	HC 01, Box 334, Kaunakakai	49	
7	Kualapuu Elementary	260 Farrington Avenue, Kualapuu	54	
8	Kula Elementary	5000 Kula Highway, Kula	34	
9	Lanai High and Elementary	555 Fraser Avenue, Lanai City	96	
10	Makawao Elementary	3542 Baldwin Avenue, Makawao	18	
11	Maunaloa Elementary	128 Maunaloa Road, Maunaloa	44	
12	Molokai High and Intermediate	2140 Farrington Avenue, Hoolehua	223	
13	Paia Elementary	955 Baldwin Avenue, Paia	46	
14	Pukalani Elementary	2945 Iolani Street, Pukalani	70	
Total Quantity of Trees:			1,254	
TOTAL SUM (Items 1 through 14):				
AVERAGE TREE UNIT PRICE [(total sum bid) divided by (total number of trees)]:				

* Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP G: MAUI DISTRICTS IV AND V (KEKAULIKE-HANA-MOLOKAI-LANAI COMPLEX AREAS)

PART 2: BANYAN PEST TREATMENT SERVICES				
1. Pest treatment services for susceptible <i>Ficus</i> species shall be performed and billed in accordance with the RFP, concurrently with routine annual maintenance.				
2. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period.				
Item Number	Tree Trunk Diameter at Standard Height *	(A) Banyan Estimated Quantity	(B) Banyan Pest Treatment Unit Price	EVALUATION TOTAL (A)*(B)
15	6.01 inches to 12 inches	1		
16	12.01 inches to 24 inches	1		
17	24.01 inches to 36 inches	3		
18	36.01 inches to 48 inches	2		
19	48.01 inches to 60 inches	2		
20	60.01 inches to 72 inches	1		
21	72.01 inches to 84 inches	1		
22	84.01 inches to 96 inches	1		
23	96.01 inches to 108 inches	1		
24	Greater than 108 inches	2		
TOTAL WEIGHTED SUM FOR EVALUATION (Items 15 through 24):				

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the trunks to be treated.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

Offeror:

GROUP G: MAUI DISTRICTS IV AND V (KEKAULIKE-HANA-MOLOKAI-LANAI COMPLEX AREAS)

PART 3: ADDITIONAL SERVICES (Emergency, Urgent and Normal Priority)

1. The STATE reserves the right to require Additional Services and services shall be performed in accordance with the RFP. Additional Services will be requested, and authorized in writing, by the CA, POC, or other authorized representative, prior to the start the Additional Services work.
2. Additional Services shall be billed separately from routine maintenance.
3. Proposed Unit Prices shall be the maximum amount that can be quoted for services during the Contract period. Proposed Unit Prices shall account for any and all possible variable or special work conditions, including but not limited to, traffic control, access limitations and obstructions for personnel and/or lift and debris disposal equipment, and specialized equipment rental.
4. Additional Services identified as emergency priority shall be completed within twenty-four (24) hours. Additional Services identified as urgent priority shall be completed within three (3) to five (5) business days.

Item Number	Tree Trunk Diameter at Standard Height *	(A) Estimated Quantity	(B) Pruning Service Unit Price	(C) Stump Removal Only Unit Price	(D) Tree and Stump Removal Unit Price	EVALUATION TOTAL '=(A)*[(B)+(C)+(D)]
	<i>Example: Up to 6 inches</i>	2	\$100.00	\$100.00	\$300.00	\$1,000.00
25	Up to 6 inches	1				
26	6.01 inches to 12 inches	1				
27	12.01 inches to 24 inches	2				
28	24.01 inches to 36 inches	2				
29	36.01 inches to 48 inches	2				
30	48.01 inches to 60 inches	1				
31	60.01 inches to 72 inches	1				
32	greater than 72 inches	1				
TOTAL WEIGHTED SUM FOR EVALUATION (Items 25 through 32):						

* 4.5 feet above grade, or as otherwise indicated on a case-by-case basis by each Additional Services work request. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the four largest trunks.

(A) Estimated Quantities are for the purpose of evaluating price proposals only.

(B), (C), and (D) Unit Prices shall be inclusive of all costs, direct or indirect, any reimbursement costs, all materials, labor, equipment, permits and passes, incidental fees, administrative expenses, any subcontracted services, and all applicable taxes, including the General Excise Tax (GET), as required for the fulfillment of the contract. If a Unit Price is left blank, it will be understood that Offeror will perform that service at zero cost to the STATE.

APPENDIX H
CONTRACT MINIMUM AND SPECIAL CONDITIONS

1. Contract Administrator

For purposes of this Contract, the person named below or the duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

Contract Administrator: Jeremy Koki
Telephone Number: (808) 784-6836
e-mail Address: Jeremy.Koki@k12.hi.us

The CA is responsible for:

- the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the Contract;
- monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the Contract, and processing payment for services rendered; and
- notifying Procurement and Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.").

2. Point of Contact

The CA has designated the following person as Point-of-Contact (POC) for this Contract. As such, the POC, or their successor, should be the initial contact on all matters related to this Contract. The POC can be contacted as follows:

POC: Angela Liu-Kelly
Telephone Number: (808) 285-7115
e-mail Address: Angela.Liu-Kelly@k12.hi.us

3. Verification of Employees

In accordance with State rules and regulations, CONTRACTOR shall conduct mandatory criminal background checks at no cost to the STATE, on any employee, agent, subcontractor or volunteer working in close proximity or working directly with students.

CONTRACTOR shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:

- 3.1 Any employee, agent or volunteer's license required to perform services under this Contract is or has been suspended, conditioned, revoked, expired, or terminated;
- 3.2 Any employee, agent, subcontractor or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board;
- 3.3 Any employee, agent, subcontractor or volunteer has been arrested or is under investigation for assault, sexual assault, child pornography or sex trafficking.

- 3.4 Any employee, agent, subcontractor or volunteer is or has been convicted of a fraud or felony; and
- 3.5 Any claim, judgment or settlement in which the CONTRACTOR or any of its employees, agents, subcontractors or volunteers is or has been named a defendant.

CONTRACTOR shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

4. Exclusion of Specific Workers

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this Contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the Worker(s) shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

5. Conduct

- 5.1 The CONTRACTOR's employees, agents, subcontractors or volunteers must sign in at the school office when entering a school campus and sign out when leaving a school campus.
- 5.2 The CONTRACTOR's employees, agents, subcontractors or volunteers must comply with and utilize the STATE's visitor management system, in accordance with STATE protocol, when reporting to any school campus to provide services.
- 5.3 In addition, all CONTRACTOR's employees, agents, subcontractors or volunteers must wear a picture identification badge listing agency name, employee name, and position at all times while on school premises.
- 5.4 The CONTRACTOR's employees, agents, subcontractors or volunteers must maintain a professional attitude, work ethic, and appearance.

6. Harm to Students Registry

The purpose of Act 156, Session Laws of Hawaii (SLH) 2024, was to create a registry for all preschools and K-12 educational institutions within the State of Hawaii containing information on school employees, contractors, or volunteers for whom, as a result of an investigation, a final finding has been issued that the individual has inflicted harm on a student, with the goal of preventing those individuals from subsequently gaining employment in any other public or private preschools and K-12 institutions in Hawaii.

The CONTRACTOR acknowledges and agrees to comply with the requirements set forth by Act 156, SLH 2024, and any other rules, regulations and laws, regarding the reporting and investigation of misconduct involving harm or maltreatment of students in educational institutions.

Should the STATE need to conduct an investigation into whether or not a contractor or contractor's employee, agent, subcontractor, or volunteer engaged in acts or omissions that resulted in the infliction of harm to a student, the CONTRACTOR shall ensure the following:

- 6.1. The CONTRACTOR shall inform the CONTRACTOR's employees, agents, subcontractors, or volunteers that an investigation is being conducted pursuant to Act 156, SLH 2024;

- 6.2. The CONTRACTOR, including the CONTRACTOR's employees, agents, subcontractors, or volunteers shall cooperate and assist the STATE should there need to be an investigation;
- 6.3. The CONTRACTOR shall provide the following to the STATE within five (5) business days from the date of the request:
 - 6.3.1. Full legal name and any prior names used, such as maiden name or married name;
 - 6.3.2. Date of birth;
 - 6.3.3. Photograph;
 - 6.3.4. Last known address;
 - 6.3.5. Any and all other STATE contracts that this individual is working on; and
 - 6.3.6. Any and all information and documents requested by the STATE during the course of an investigation.

Should the STATE not receive the full cooperation of the CONTRACTOR, or the CONTRACTOR's employees, agents, subcontractors, or volunteers, the STATE will move forward with and complete the investigation with the information it has available.

Should there be a finding and the CONTRACTOR's employee, agent, subcontractor, or volunteer is deemed appropriate to be included on the Harm to Students Registry, the CONTRACTOR's employee, agent, subcontractor, or volunteer will be given prior written notice of the STATE's decision to include the CONTRACTOR employee's, agent's, subcontractor's, or volunteer's name for this purpose and will be given the opportunity to appeal the decision.

Should the CONTRACTOR's employee, agent, subcontractor, or volunteer either waive the right to appeal or lose the appeal, the STATE shall place the name of the CONTRACTOR's employee, agent, subcontractor, or volunteer on the Harm to Students Registry.

Any person currently or formerly employed by the CONTRACTOR, including subcontractors, agents, and volunteers listed on the Harm to Students Registry may request the CONTRACTOR to submit a certified request to the STATE for removal if new information proves they did not inflict harm on a student. The CONTRACTOR shall defend and indemnify the STATE from any liability resulting from claims related to the inclusion or removal of an employee from the Registry.

The CONTRACTOR shall provide to the STATE the names, dates of birth, addresses, photographs, and personal identifiers of all candidates for employment, including subcontractors, agents, or potential volunteers. If a candidate, subcontractor, agent, or volunteer's name appears on the Harm to Students Registry, the STATE can require removal of the individual from STATE work. Note that, pursuant to Act 156, SLH 2024, an employee, subcontractor, agent, or volunteer should not perform work or duties for the STATE until the CONTRACTOR has obtained clearance from the STATE.

7. Wage Certificate

HRS § 103-55, 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. CONTRACTOR is advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, employees shall be paid wages no less than those increased wages.

CONTRACTOR is obliged to notify its employees performing work under this Contract of the provisions of HRS § 103-55, 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 in an area accessible to all employees, or CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee.

Effective July 1, 2026, the basic hourly wages paid to the State positions are as follows:

Class	Hourly Rate
General Laborer I (BC02)	\$26.16
General Laborer II (BC03)	\$26.60

Tree Trimmer-Truck Driver (BC05)	\$29.09
Tree Trimmer (BC07)	\$31.47

For more information on the Class Specifications and Minimum Qualifications of the above-referenced Class title, please visit the State of Hawaii Department of Human Resources Development at the following website: <http://dhrd.hawaii.gov/>.

The STATE reserves the right to inspect the CONTRACTOR's wage records to ensure compliance with HRS § 103-55.

7.1 Services Performed by Laborers and Mechanics

- A. The CONTRACTOR or the CONTRACTOR's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed by the CONTRACTOR at the time each laborer and mechanic is employed; provided that the CONTRACTOR does not have to provide the CONTRACTOR's employees the wage rate schedules where there is a collective bargaining agreement.
- B. The STATE may withhold from the CONTRACTOR so much of the accrued payments as the STATE may consider necessary to pay the laborers and mechanics employed by the CONTRACTOR or any subcontractor on the job site the difference between the required wages and the wages received and not refunded by the laborers and mechanics.
- C. A certified copy of all payrolls shall be submitted weekly to the STATE for review. The CONTRACTOR shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, the wage rates contained therein are not less than the applicable rates, and the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Any certification discrepancy found by the STATE shall be reported to the CONTRACTOR and the Superintendent to effect compliance.

Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the CONTRACTOR and the CONTRACTOR's subcontractors, if any, during the course of the work and preserved for a period of three (3) years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The CONTRACTOR shall make payroll records available for examination within ten (10) days from the date of a written request by the STATE or any authorized representatives thereof.

8. Liability Insurance

The CONTRACTOR shall maintain in full force and effect, during the life of this Contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and the CONTRACTOR's 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. 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(ies) 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>
General Liability , Commercial (Occurrence Form)	\$2,000,000 aggregate \$1,000,000 combined single limit per occurrence for bodily injury and property damage
Automobile Liability Combined Single Limit	\$1,000,000 per accident

General liability and automobile liability policies required by this Contract, including a subcontractor's policy, shall contain the following clauses:

- 1) "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."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon execution of the Contract, the CONTRACTOR agrees to deposit with the STATE certificate(s) of 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. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

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 herein.

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(ies) of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this Contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

9. Federal Funds

The following serves to supplement provision 18 of the General Conditions, entitled "Federal Funds":

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and

[3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (D) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (F) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- (H) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Invoicing

The CONTRACTOR shall submit invoices for partial or total payment upon completion of routine tree maintenance services at the assigned schools and offices for the work dates specified. The invoice shall include the RFP number, Contract number, school district and service period. The CONTRACTOR shall submit an original of the invoice to:

Hawaii State Department of Education
Facilities Business Branch
Queen Liliuokalani Facilities Center
3633 Waialae Avenue
Honolulu, HI 96816
Attn: Mr. Bennette Yung

All invoices shall include an itemized listing of schools and offices and dates of service for each completed school and office. The original invoice submittal(s) shall be accompanied with completed school signatures of the Inspection Form. Payments shall be made on the basis of the actual number of schools and offices completed at the prices submitted herein, upon certification by the CA, POC, or other authorized representative, that the CONTRACTOR has satisfactorily performed the services specified for that period. Should an invoice include a school or office which is not complete or requires corrective work and/or is not accompanied with the completed school or office signature Inventory and Inspection Form, payment for the work at the school or office will not be paid until all work is completed and completed school or office signatures are provided. Incomplete invoices will be returned to the CONTRACTOR without processing.

For routine maintenance, Invoices shall include any banyan pest treatment that has been approved and completed concurrently with other routine tree maintenance services.

For Additional Services authorized by the CA, POC, or other authorized representative, a detailed invoice, separate from routine annual maintenance services, is required. The STATE will pay the CONTRACTOR the amount equal to the proposed price for the authorized Additional Services multiplied by the actual tree quantity. The STATE shall not be held responsible for payment for any unauthorized work performed by the CONTRACTOR. Invoices shall contain the work date(s), description of the work performed, location of work, the total amount, and purchase order number authorizing the work. Invoice payments may be delayed or rejected due to missing or incomplete paperwork.

11. Payment

Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of an accepted invoice or satisfactory delivery of goods or performance of the services, to make payment. For this reason, the STATE may reject any Proposal submitted with a condition requiring payment within a shorter period. Further, the STATE may reject any Proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS. The STATE will not recognize any requirements established by the Offeror and communicated to the STATE after award, which requires payment within a shorter period or interest payment not in conformance with section 103-10, HRS.

12. Final Payment

The **final payment** under the Contract shall be for services performed and/or goods delivered during the billing period just prior to the Contract expiration date. In addition to the requirements set forth in the General Conditions, the following shall accompany the final payment invoice:

- 12.1 A tax clearance certificate, not over two months old, must accompany the invoice for final payment. In addition to the tax clearance certificate, the "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature will be required for final payment.
- 12.2 In lieu of the above, the CONTRACTOR may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued via the online system, "Hawaii Compliance Express". Details regarding this online application process may be viewed at: <http://vendors.ehawaii.gov/hce/>.

13. Availability of Funds

This Contract is subject to the availability of funds. Pursuant to HRS § 103D-309, except in certain circumstances, no contract entered into by the STATE and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

If the Contract requires performance and/or payment in more than one (1) fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In such event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and the availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the Contract in order to acquire similar goods or services from a third party.

14. Contract and/or Agreement Price Adjustments

All requests for price adjustments shall be in writing and shall be addressed and submitted to the Contract Administrator in accordance with the following conditions:

14.1 Adjustment Pursuant to Section 103-55, HRS – Wage Rates

At the time of award, only the current wages of STATE employees performing similar work were known. Should these wages increase during any period of the contract and/or agreement including supplements, the CONTRACTOR may request an increase in contract and/or agreement price. The increase requested must result in increase in wages to the CONTRACTOR'S employees performing the work under this agreement, including any increase in benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

CONTRACTOR'S request for increase must meet the following criteria:

- A. At the time of a request, CONTRACTOR must provide documentation to show that they are in compliance with Section 103-55, HRS, i.e., their employees are being paid no less than the known wages of the STATE positions listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
- B. The CONTRACTOR must have specified the percentage of price that represents labor costs. This percentage shall not change during the term of the contract, including extensions, if any. This percentage will be used to calculate the increase in price allowed. If the CONTRACTOR fails to

specify the percentage, the CONTRACTOR's request for increase will not be considered.

- C. Request for increase must be made writing to the STATE, Department of Education, PCB, on a timely basis.
1. Request for increase for the initial contract period must be made as soon as practicable after the STATE wage agreements are made public. During the initial contract period, approved requests will be retroactive to the date of the wage increase for STATE employees.
 2. Request for price increase due to the increase in STATE wages for a supplemental period of the contract must be made prior to the start of the supplement. CONTRACTOR may obtain current wage information on the State of Hawaii Department of Human Resources Development website: <http://dhrd.hawaii.gov/>.

Note that if a price adjustment is not requested by the CONTRACTOR for any extended contract period, it cannot be requested during a future extension period. For example, if a price adjustment is requested during the second contract extension period but not during the first contract extension period, the price adjustment, if approved, will include an adjustment for the second extension period only, not both the first and second extension period – it is not retroactive.

If the CONTRACTOR meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase:

$$I \text{ equals } A \text{ multiplied by } X \text{ and the total multiplied by } B$$
$$I = (A \times X) (B)$$

Whereby, I = Dollar amount increase in contract offer price due to increase in STATE wages occurring subsequent to bid opening date;
A = Original contract offer price;
X = Percentage of bid offer price representing labor costs;
B = Percentage increase in wages of public employees performing similar work.

The increase shall be reflected in a Supplemental Agreement issued for any extended period of the initial contract period.

15. Subcontracting

Prior to award, no work or services shall be subcontracted or assigned without the prior written approval of the CA. After award, no work or services shall be subcontracted or assigned without the prior written approval of the CA. No subcontract shall under any circumstances relieve the CONTRACTOR of its obligations and liability under its contract with the STATE. All persons engaged in performing the work covered by the contract shall be considered employees of the CONTRACTOR.

16. Contract Staffing Requirements

Personnel, whose names and resumes are submitted in the Proposal, shall not be removed from the Project without prior acceptance of the CA. Substitute or additional personnel shall not be used for the Project until a resume is received by and the CA has accepted the new personnel. The STATE shall have the right, and the CONTRACTOR shall comply with any request, to remove and replace any personnel from all work on the Project effective immediately upon notification by the STATE. Personnel changes that are not accepted by the CA may be grounds for contract termination.

17. Inspection and Procedural Changes; Relief Available to State

All work is subject to inspection, evaluation, and approval by the CA. The STATE may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the

CA determine that corrections or changes are necessary in order to accomplish the intent or purpose of the contract, the CA may direct the CONTRACTOR to make such changes.

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the CONTRACTOR is in non-compliance with Contract requirements, the STATE may:

- 17.1 Suspend Payments – Temporarily withhold or disallow all or part of the billing cost and/or payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR;
- 17.2 Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE; and
- 17.3 Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 17.4 Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

18. Confidentiality Obligations

The following serves to supplement provision 24 of the General Conditions, entitled "Confidentiality of Material" and provision 42, entitled "Confidentiality of Personal Information":

While performing under this Contract, the CONTRACTOR may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The CONTRACTOR, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act (FERPA). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by the STATE and the CONTRACTOR, and must be provided as an attachment to this Contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential in compliance with all relevant state and federal laws.

CONTRACTOR, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The CONTRACTOR shall provide the STATE with a list of individuals (by name

and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. CONTRACTOR shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

CONTRACTOR will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. CONTRACTOR shall be liable to the STATE and to any person whose records the CONTRACTOR receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. CONTRACTOR shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. CONTRACTOR shall return all documents containing Confidential Information upon completion of the services CONTRACTOR is contracted to provide under this Contract.

- 18.1 Prior Written Approval: CONTRACTOR may not i) share, ii) publish, or iii) distribute Confidential Information or any other data received under this Contract without the prior written approval of the STATE.
- 18.2 In the event of termination of this Contract, CONTRACTOR shall return to STATE all Confidential Information, including student information, received under this Contract and further agrees to destroy any and all copies of, or references to, any Confidential Information, including student information, shared by STATE as a result of this Contract. CONTRACTOR shall certify in writing that all such copies have been destroyed or returned to the STATE.

19. Records Retention

The following serves to supplement provision 31 of the General Conditions, entitled "Records Retention":

Should the CONTRACTOR be aware of or be made aware of any dispute, disagreement, or request relating to the files, books, or records prior to their destruction, the CONTRACTOR shall retain the files, books, and records until said dispute, disagreement, or request has been fully resolved, including any potential lawsuits or appeals. Said files, books, and records may thereafter be destroyed upon obtaining the agreement of the STATE.

20. Approvals

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

APPENDIX I
SAMPLE FORMS: QUOTE FORM AND DELIVERY ORDER FORM

Attached.

QUOTE FORM – Routine Tree Maintenance
HAWAII STATE DEPARTMENT OF EDUCATION
VENDOR LIST No. TBD – TREE MAINTENANCE SERVICES

Project Title: _____
(Work priority (normal / urgent / emergency); School / Site name, Tree ID Numbers and type(s), work to be done)

Point of Contact: First & Last Name, Email Address, Phone Number

Time for Completion: Start Date no later than MMDDYYYY, 90 calendar days to complete

The following are attached:

☐ Inspection Forms ☐ Tree Maps ☐ Work Specifications ☐ Other: _____

All work shall be performed in accordance with RFP D26-039. Vendor is advised to review all information provided herein and conduct site inspections, if needed, to confirm tree and work conditions. Contact each site individually to schedule an inspection. Pricing shall be all inclusive, and shall include, but is not limited to, time to prepare this quote including inspections if any, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes.

Quotes shall be submitted to the following email: _____

Quotes Form due by (Day of week, MM/DD/YY, and time): _____

Contractor Name: _____

Email: _____ Telephone No: _____

Routine Maintenance

Item No.	Site Name	Number of Trees	Price
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$
9			\$
10			\$
Total Trees:			
Subtotal Price			\$
Discount – Apply all discounts.			\$()
TOTAL SUM PRICE			\$

ADDITIONAL SPECIFICATIONS (To be completed by Requestor)

Describe all additional information applicable to this Quote:

- Some maps show out of date inventory information. Correct tree quantities and types are shown on the Inventory and Inspection Forms. If discrepancies are found, please provide corrections to FMB Arborist: angela.liu-kelly@k12.hi.us
- Military IDs and updated vehicle inspections and registration may be required for this scope.

CONTRACTOR COMMENTS

Describe all additional information applicable to this Quote below.

CAPACITY TO COMPLETE WORK

List all other concurrent work taking place during the same time period, attach extra sheets as needed. A Qualified Arborist must be on the job site at all times (i.e., each contract during the same time period requires a separate Qualified Arborist). Attach and submit New Qualified Arborist application for approval as needed.

Concurrent Job #1: _____ **Quantity Trees:** _____

Qualified Arborist Name: _____

Crew Members Full Names: _____

Concurrent Job #2: _____ **Quantity Trees:** _____

Qualified Arborist Name: _____

Crew Members Full Names: _____

QUALIFIED ARBORIST

Qualified Arborist: _____ Arborist Mobile No: _____

A Qualified Arborist must be on site and directly supervising work at all times. Qualified Arborist shall be approved in advance by the Contract Administrator and/or Contract POC. Qualified Arborist(s) not yet approved to provide services under the referenced Vendor List shall submit a completed RFP "Appendix F, Key Personnel - Qualified Arborist" form and the required attachments for approval.

Crew Members: _____

Contractor Representative: _____ Date: _____
Print Name Signature

QUOTE FORM – Tree Pruning and/or Removal
HAWAII STATE DEPARTMENT OF EDUCATION
RFP D26-039 VENDOR LIST No. TBD – TREE MAINTENANCE SERVICES

Project Title: _____
 (Work priority (normal / urgent / emergency); Tree ID Numbers and type(s), work to be done)

Site Name: _____ Telephone: _____

Point of Contact (Requestor): _____ Email: _____

Time for Completion: _____
 Start date, and due date or calendar days allowed for completion

The following are attached:

☐ Inspection Forms ☐ Tree Maps ☐ Work Specifications ☐ Other: _____

All work shall be performed in accordance with RFP D26-039. Vendor is advised to review all information provided herein and conduct a site inspection, if needed, to confirm tree and work conditions. Contact each site individually to schedule a site inspection. Pricing shall be all inclusive, and shall include, but is not limited to, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes.

Quotes shall be submitted to the following email: _____

Quotes are due by (Day of week, MM/DD/YY, and time): _____

Contractor Name: _____

Email: _____ Telephone No: _____

Tree and/or Stump Removal

Tree ID Number:	Tree Type	Trunk diameter, total height, and crown diameter *	Type of Work to be Done:	Attached Photo Number	Unit Price	Line Subtotal
			1. Prune tree not on maintenance schedule 2. Tree and stump removal 3. Tree removal, no stump removal 4. Stump removal only			
Example: Number 20	paperbark	18 inch by 35 feet tall by 25 feet wide	2. Tree and stump removal		\$	\$
					\$	\$
					\$	\$
Discount – Apply all discounts:						\$()
TOTAL SUM PRICE						\$

* Trunk diameter in inches, measured at 4.5 feet above grade, or as otherwise indicated. Multiple trunks shall be converted to an equivalent single-trunk diameter derived from sum of the cross-sectional area of the four largest trunks. Height and crown diameter in feet may be estimated dimensions.

ADDITIONAL SPECIFICATIONS (To be completed by Requestor)

Describe all additional information applicable to this Quote: _____

(continued next page)

(Additional Specs, Continued – Requestor Information)

CONTRACTOR COMMENTS

Describe all additional information applicable to this Quote: _____

QUALIFIED ARBORIST

Qualified Arborist: _____ Arborist Mobile No: _____

A Qualified Arborist must be on site and directly supervising work at all times. Qualified Arborist shall be approved in advance by the Contract Administrator and/or Contract POC. Qualified Arborist(s) not previously approved shall submit RFP Appendix F, Key Personnel - Qualified Arborist and the required attachments to the CA or POC.

Contractor Representative: _____ Date: _____
Print Name Signature

**HAWAII STATE DEPARTMENT OF EDUCATION
DELIVERY ORDER PO[XXXXXXXXX]
RFP D26-039, VENDOR LIST No. TBD
TREE MAINTENANCE SERVICES FOR VARIOUS
SCHOOLS AND OFFICES
(Routine Tree Maintenance)**

Order Date:
MM/DD/YYYY

Point of Contact:
[First & Last Name]
[Email address, Phone #]

AWARDED VENDOR

[Contractor Name]
[Contractor Address]

DO Total

[DO Price Total] – See attached Purchase Order

Vendor Instructions

1. Display Delivery Order Number on all invoices.
2. Submit invoice to the "Bill To:" address below.
3. Unless otherwise specified, prices include all applicable taxes.

AWARD SUMMARY

2026-'27 ANNUAL TREE MAINTENANCE, MM/YYYY – Perform maintenance pruning of [XXX] Quantity trees on [Location], per RFP D26-039 and Quote Form dated MM/DD/YY. See the attached Inspection Form.

Time for Completion: Begin MMDDYYYY – Sixty (90) calendar days to complete (by Month XX, 202X)

Qualified Arborist Performing This Scope: _____

Additional Comments:

All work shall be performed in accordance with RFP D26-039. Pricing shall be all inclusive, and shall include, but is not limited to, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes.

INVOICING

The CONTRACTOR shall submit an invoice for total payment upon completion of each Delivery Order (DO). Each DO shall have a separate invoice. The invoice shall include: the RFP number and title, Vendor List number, Delivery Order or Purchase Order number, school district or site name(s), service period, summary of work done, line item totals, and total amount invoiced. The original invoice submittal(s) shall be accompanied by the Schedule A, Inspection Form with all school signatures. The CONTRACTOR shall submit an **original** of the invoice to:

[School Name]
[Street Address, City, State, Zip]
Attention: [Contact Full Name]
[Email, Phone if Applicable]

HAWAII STATE DEPARTMENT OF EDUCATION
DELIVERY ORDER PO[XXXXXXX]
RFP D26-039, VENDOR LIST No. TBD
TREE MAINTENANCE SERVICES FOR VARIOUS
SCHOOLS AND OFFICES
(Tree Pruning and/or Removal)

Order Date:
MM/DD/YY _____

Point of Contact:
Name: _____
Email: _____
Telephone: _____

AWARDED VENDOR

[Contractor Name]
[Contractor Address]

DO Total

[DO Price Total] – See the attached Purchase Order

Vendor Instructions

1. Display RFP and Deliver Order Number on all invoices.
2. Submit invoice to "Bill To:" address below.
3. Unless otherwise specified, prices include all applicable taxes.

AWARD SUMMARY

Project Title: _____

Time for Completion: _____

Qualified Arborist Performing This Scope: _____

Additional Comments:

All work shall be performed in accordance with RFP D26-039. Pricing shall be all inclusive, and shall include, but is not limited to, materials, labor, equipment, permits, access passes and IDs, licenses and certifications, incidental fees, administrative and indirect costs, and all applicable taxes.

INVOICING

The CONTRACTOR shall submit an invoice for total payment upon completion of each Delivery Order (DO). Each DO shall have a separate invoice. The invoice shall include: the RFP number and title, Vendor List number, Delivery Order or Purchase Order number, school district or site name(s), service period, an itemized listing of work done, line item totals, and total amount invoiced. If required, the original invoice submittal(s) shall be accompanied by the Schedule A, Inspection Form with all school signatures. The CONTRACTOR shall submit an **original** of the invoice to:

[School Name]
[Street Address, City, State, Zip]
Attention: [Contact Full Name]
[Email, Phone if Applicable]

APPENDIX J
STATE OF HAWAII'S GENERAL CONDITIONS

Attached

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
 - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.