



KAHO`OLAWE ISLAND RESERVE COMMISSION

RELEASE DATE: November 20, 2020

INVITATION FOR BIDS
IFB No. OPS21-BC01

MANAGE HONOKANAI`A BASE CAMP AND
OTHER FACILITIES ON KAHO`OLAWE, HAWAII

WILL BE RECEIVED UP TO 2:00 PM (HST) ON:
December 11, 2020
THROUGH THE HAWAII ELECTRONIC
PROCUREMENT SYSTEM (HlePRO)

KAHO`OLAWE ISLAND RESERVE COMMISSION
811 KOLU STREET SUITE 201
WAILUKU, HI 9

KAHO`OLAWE ISLAND RESERVE NATIVE DRYLAND FOREST PLANTING AND SUPPORT
KAHO`OLAWE ISLAND RESERVE COMMISSION
IFB No. OPS21-BC01

Procurement Officer
Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, Hawaii 96793

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Conditions of IFB No. OPS21-BC01, and the 103D General Conditions (Form AG-008), included by reference and made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

It is understood and agreed that the State reserves the right to accept or reject any or all offers, and to waive any defect in any offer when, in the opinion of the State, such rejection is in the best interest of the State.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____
*State of incorporation: _____

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

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

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

Bid Quotation Breakdown

The following bid is hereby submitted for Manage Honokanai`a Base Camp and other Facilities on Kaho`olawe for Kaho`olawe Island Reserve Commission as specified herein:

MONTHLY SERVICES, as per bid To be billed every month	Cost per Month	Cost per Term (12 months)
Food Service Support Workforce (Task 1)		
Facilities Maintenance Support Workforce		
Total Monthly Services		
Hawaii General Excise Tax (4.166%)		
Total Monthly Payment		
Reimbursable Expenses, as per bid To be billed when materials/services are delivered		
Contingency Transportation Services (page S-3)		
Meals (Task 2A)		
Kitchen Supplies (Task 2B)		
Allowance for Special Projects and Contingencies		\$5,000
Subtotal Reimbursable Payment Schedule		
Hawaii General Excise Tax (4.166%)		
Total Reimbursable Payment Schedule		
TOTAL CONTRACT AMOUNT		

WAGE CERTIFICATE: Refer to following page. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required

1. Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification description?

Yes _____ No _____

If yes, percentage of unit bid price per case for labor costs: _____%

2. No. of years experience in _____: _____

3. Insurance coverage is carried by:

Commercial General Liability: _____

Hawaii No-Fault Automobile Insurance: _____

Fire, Theft, Vandalism and/or any other physical damage for a value of \$ _____ coverage for the State's property:

Insurance Co.: _____

Address: _____

General Agent's Name: _____

Telephone No.: _____

4. Bidder shall list below business firms and/or government agencies in the State of Hawaii for whom bidder has performed services or is currently providing services comparable to the service specified herein:

<u>Firm/Agency</u>	<u>Contact Person</u>	<u>Telephone</u>
--------------------	-----------------------	------------------

a. _____

b. _____

c. _____

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

Subject: IFB No.: OPS21-BC01

Title of IFB: Manage Honokanai`a Base Camp and Other Facilities on
Kaho`olawe, Hawaii

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

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

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

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

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE

IFB No. OPS21-BC01

SPECIFICATIONS

GENERAL DESCRIPTION

SOLICITATION SUMMARY

The Kaho`olawe Island Reserve Commission (KIRC) is seeking contractor to provide base operations and facility maintenance services at the Honokanai`a Base Camp and other island facilities located on Kaho`olawe Island, Hawaii.

PROJECT OVERVIEW AND HISTORY

The island of Kaho`olawe is located seven miles off the coast of Maui. After over two hundred years of overgrazing and neglect, much of the island's forest cover and soil have been lost to erosion. For over 50 years, Kaho`olawe was used as a military weapons range by the United States. In 1994, a ten-year unexploded ordnance clearance project conducted by the United States Navy cleared portions of Kaho`olawe for specific land use. Areas not cleared remain dangerous with restricted access. The Kaho`olawe Island Reserve (Reserve), which includes the island of Kaho`olawe and two-miles of surrounding water are under the management and control of the Kaho`olawe Island Reserve Commission (KIRC). Access to the Reserve requires KIRC approval.

The nature of the work includes but is not limited to mechanical, electrical, plumbing, carpentry, heavy equipment operation, custodial, and similarly technical, as KIRC's assets include, but are not limited to, vehicles (military trucks, pick-up trucks, SUVs, general purpose utility vehicles), equipment (bulldozer, skid steer, forklift, power tools, hand tools), vessels, infrastructure (diesel generator, fuel tanks, electrical power distribution, microwave and satellite communications systems, reverse osmosis water treatment system, photovoltaic panels with battery storage systems, roadways, helicopter landing zones) and facilities (sleeping quarters, office spaces, kitchen and dining areas, walk ways, workshops, showers, composting toilets). Most of these assets are situated or housed at "base camp" at Honokanai`a on Kaho`olawe's southwest coast.

CONTRACTOR RESPONSIBILITIES

The Contractor shall provide all labor, supervision, administration and management to conduct dryland reforestation efforts as well as providing support for all field personnel involved in the reforestation effort by operating the base camp in a safe manner in accordance with all applicable OSHA requirements and all county, state and federal environmental laws and regulations

The Contractor is responsible for purchasing some of the supplies or materials relating to the performance of the Scope of Work as specified below. For all other services, the Contractor will identify the supplies and materials needed to perform the identified scope of work and coordinate with KIRC staff to purchase and transport the supplies and materials to Kaho`olawe.

TRANSPORTATION, BERTHING AND SCHEDULING OF SERVICES

The KIRC typically schedules on-island operations for a two-week (ten-day) period each month as determine at the monthly KIRC scheduling meetings. During this two-week period, the Contractor shall provide services as specified in the scope of work. Additionally, the Contractor shall start up all equipment and open on-island facilities at the start of the two-week period and shut down all equipment and secure on-island facilities at the end of the specified period.

For fiscal year 2021, the typical on-island schedule consists of mobilizing Contractor support personnel, materials, supplies and equipment on the KIRC Landing Craft, Ohua on a Wednesday to startup on-island support systems at the Honokanai`a Base Camp. On the following Friday, KIRC staff and the first group of community volunteers (approximately 8-10 volunteers and 1 to 3 KIRC staff) are mobilized to Kaho`olawe to begin restoration efforts. A second group of volunteers (approximately 8-10 and 2 to 3 KIRC staff) are mobilized on Monday of the second week while the first group of volunteers are extracted. The second group of volunteers will continue on-island restoration activities until Thursday when they are extracted from Kaho`olawe with all other KIRC staff. The Contractor then has until Friday to complete all necessary repairs, services and maintenance still outstanding before placing the Honokanai`a Base Camp into a shutdown status for the remainder of the month. See the below table for typical monthly schedule.

Table 1: Typical monthly on-island schedule of activities

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1		•	•	• Ohua run • Base Camp Opens	• Opening Base Camp	• Ohua run • Mobilize Volunteers Group A (8-10) and KIRC Staff (1-3) •	• Volunteer Workday •
Week 2	• Volunteer Workday •	• Ohua Run • Mobilize Volunteers Group B (8-10) and KIRC Staff (2-3) • Extract Volunteers Group A and KIRC Staff (1-2)	• Volunteer Workday •	• Volunteer Workday •	• Ohua Run • Extract Volunteers Group B and remaining Staff	• Ohua run • Extract all remaining personnel	

The KIRC normally provides transportation for the Contractor between Kaho`olawe and Maui via ocean vessel from the Kihei Small Boat Harbor on the first and last day of the two-week period. This may be subject to future changes. Other boat runs to Kaho`olawe are scheduled at the monthly KIRC scheduling meeting. Therefore, contracted on-island staff schedules should be structured around the vessel and work schedule. Contractor is invited to participate in monthly KIRC scheduling meetings for planning purposes at no additional cost to the State. Meeting are held approximately two-weeks prior to deployment to Kaho`olawe.

The Contractor is responsible to procure all materials and supplies specified in this solicitation to accomplish the scope of work. Transportation of materials and supplies to Kaho`olawe are to be coordinated with KIRC staff and scheduled for transport on KIRC Landing Craft when needed by Contractor.

The following accommodations will be made available for Contractor personnel while working on Kaho`olawe. Contractor support personnel are typically housed in Hut 6 and has accommodations for 5 personnel. Accommodations in this hut is single enclosed rooms. The Contractor will provide meals for all personnel, including KIRC staff, community volunteers and other contractors when working on-island.

Contingency Transportation Services

Due to unforeseen weather and ocean conditions, the KIRC ocean vessel may not be able to cross the channel from Maui to Kaho`olawe to provide necessary transportation for Contractor personnel. Contractor may be required to use a helicopter contract services to provide the necessary transportation to and from Kaho`olawe. For this proposal, the Contractor can provide an estimate for one minimal mobilization and extraction flight for contractor personnel to and from Kaho`olawe.

COVID PROCEDURES AND SANITIZATION

The Contractor shall implement and enforce appropriate protocols and sanitations procedures in accordance with prevailing Centers for Disease Control and Prevention (CDC) and State of Hawaii Department of Health guidelines regarding prevention of COVID-19 spread and infection.

KIRC FISCAL AUSTERITY

The economic recession in the State of Hawaii caused by the effects of COVID-19 will have a significant impact on the fiscal feasibility of the KIRC's future operations and on this scope of work. The KIRC is forecasting the COVID-19 economic recession to impact the State of Hawaii's ability to generate revenue, which will impact the KIRC's fiscal future, for at least the next three to four years. As such, the KIRC will be forced to use its limited trust funds to operate this contract until State general funding can be restored.

The KIRC is seeking significant innovation, cost savings and possibly fiscal austerity in the operations of the Honokanai`a Base Camp in order to keep the on-island facilities open and occupied as long as possible until new funding is achieved. The KIRC expects this to be reflected in the Contractor's operations and pricing plans.

DETAILED SCOPE OF WORK

GENERAL REQUIREMENTS:

Primary Duties and Responsibilities: All duties, responsibilities and services below shall comply with applicable KIRC rules, regulations, plans and Standard Operating Procedures (SOPs), and applicable county, state and federal laws and requirements. The

Contractor shall provide all necessary personnel and labor to perform the following services:

Management and Administration: The Contractor shall provide all personnel and labor services necessary to manage and supervise its on-island staff in support of KIRC programs and operations, including but not limited to soliciting, recruiting, hiring, managing and, if warranted, disciplining and/or terminating personnel; providing payroll, benefits and other employment support as required by State and Federal employment laws. Additionally, the Contractor is responsible for the ordering and purchasing of contract specified supplies and equipment and coordinating with KIRC staff the delivery of supplies and equipment for transport to Kaho`olawe. The Contractor shall be responsible for keeping and managing records; maintaining inventory of supplies; providing support for State audits and inspections as necessary; and providing other administrative services. Contractor shall submit monthly status reports to include but not limited to the status of critical systems, boat and helicopter operations and significant events. Contractor employees are responsible for understanding and adhering to all rules, regulations, policies and procedures of the KIRC.

Base Camp Occupation: The contract shall ensure the contractor occupies the base camp continuously during the period of performance, during the period the base camp is open as determined at the monthly KIRC scheduling meeting. The KIRC follows a two-man rule safety policy where the minimum number of people allowed on-island is two.

Labor Service Personnel: The Contractor shall select qualified personnel to perform the required services, manage and supervise their work, and keep them informed of all changes in methods of operation (SOPs), rules and regulations.

Base Camp Safety Program: Develop and execute a Safety Program for contracted personnel in a manner consistent with the KIRC Health and Safety Plan and Access and Risk Management Plan.

Unexploded Ordnance Safety: Since the island of Kaho`olawe was once used as a military weapons range, there is the potential for unexploded ordnance (UXO) to be located on Kaho`olawe and within the areas the Contractor will be performing work. The Contractor shall have access to suitably trained and experienced personnel to identify and mitigate UXO hazards as encountered by and reported by Contractor workforce or KIRC staff. Additionally, all Contractor workforce that depart the base camp for work outside of the Honokanai`a Base Camp must include a Contractor personnel that is suitably trained and certified as either a KIRC Access Guide or UXO Escort. Contractor to submit names and certification of Contractor personnel that will be fulfilling these roles.

The Contractor will provide on-island support to personnel (Contractor personnel, community volunteers and KIRC staff) by operating the Honokanai`a Base Camp facilities to include but are not limited to Honokanai`a base camp facilities maintenance and operations including electrical power generation; food service; equipment, machinery and vehicle repair and maintenance. Additionally, the contractor will procure the necessary supplies, materials and repair parts necessary to implement this scope of work as specified. The following description provides more details regarding this portion work.

ACCOMODATIONS SUPPORT

Task 1: Food Service: Base camp is equipped with a full-service kitchen. The Contractor shall provide trained and qualified personnel to place weekly food and supply orders as needed and within a determined per-meal budget; operate, maintain and repair all food service equipment, including the dining facility; provide food service functions (limited to prep work, cooking and baking during open weeks) so that breakfast, lunch and dinner are provided for KIRC staff, Contractor staff and volunteers, whether prepared fresh or in advance; and provide snacks and beverages including coffee service in the dining facility between meals and after dinner until 8:00 p.m. When requested in advance, field meals shall be prepared and ready for pickup by KIRC field personnel.

Task 2: Estimated Meals, Supplies, Services: It is estimated that KIRC personnel and volunteers will require the following (counts do not include Contractor personnel, additional meals necessary for contractor personnel can be added to this estimate based upon contractor's work plan and staffing requirements:

- A. **Meal Estimate:** Based upon expected level of operations for fiscal year 2021, the estimate number of meals required for KIRC staff and community volunteers for each monthly access are: 90 breakfasts, 78 lunches, and 78 dinners. This monthly estimate includes KIRC staff and community volunteer participants but does not include any meals for Contractor personnel. Additional meals necessary for Contractor personnel may be added to this estimate based upon contractor's work plan and staffing requirements.

- B. **Kitchen Supplies:** The Honokanai`a Base Camp kitchen dining facility currently uses paper goods for meal service. The contractor will provide all necessary:
 - 1. **Paper goods** including 10¼" heavyweight dinner plates, 7" medium plates, 12 oz" bowls, 8 oz hot cup and 12 oz drink cup, tabletop dispenser napkin refills, paper takeout containers and boxes, chopsticks;
 - 2. **Kitchen supplies** including but not limited to foodservice foil and film
 - 3. **Cleaning supplies** including but not limited to all-purpose WypAll towels, dish soap, Clorox, pine-sol, multi-surface abrasive cleaner, synthetic and stainless-steel scrub pads, 33-gallon and 40-gallon trash liners, baking soda, oven cleaner, assorted brooms, mops, multi-purpose wipes-all;
 - 4. **Bathroom supplies** including toilet tissue and multi-fold paper hand towels.

FACILITIES MAINTENANCE AND OPERATIONS SUPPORT

The following is a list of services to be accomplished under this task. The contractor is to provide trained and qualified personnel to accomplish the necessary services specified in this section.

Task 3: Custodial Services: Provide custodial services for all base camp facilities including but not limited to mopping, sweeping, basic sanitation and rubbish collection. Cleaning supplies necessary for this task are to be included in the Task 2A-2B Kitchen Supplies above.

Task 4: COVID Sanitation and Cleaning

The Contractor shall implement and enforce appropriate protocols and sanitation procedures in accordance with prevailing Centers for Disease Control and Prevention (CDC) and State of Hawaii Department of Health guidelines regarding prevention of COVID-19 spread and infection. Protocols include appropriate use of face mask, hand washing and social distancing. Procedures include appropriate sanitation of food preparation and serving, regular sanitation of common touch areas within Base Camp and on board the KIRC vessel, as necessary.

Task 5: Grounds Maintenance: Provide grounds maintenance services including but not limited to vegetation control, tree trimming, root removal, fertilizing, watering, surface drainage and erosion control. Services shall also include cleanup, repair and maintenance of roadways, walkways, common areas, and the greater Honokanai`a beach area. Vegetation control includes maintenance of the 15.25 m (50 ft.) firebreak around the camp perimeter. All grass, trees, shrubs and any other vegetation within the firebreak shall be maintained at a height of less than 10 cm (4 in), unless otherwise directed by the KIRC.

Task 6: Compost Toilets: The Contractor shall be responsible for the operation, maintenance and repair of the composting toilet facilities in base camp and other locations within the Reserve. Currently there are compost toilets at base camp, Hakioawa, LZ1 area, Kealaikahiki, and at Honokanai`a beach. Each composting toilet is a Clivus Multrum model M-54 ADA Trail Head self-composting toilets. Cleaning and services will be done in accordance with manufacturer's operations and service manual. Toilets will be kept in a sanitary condition, will have an adequate supply of toilet paper and will be maintained on a regular basis. Wood chips will be added periodically to sustain the composting process at optimal levels.

Task 7: Gray Water System: The Contractor shall be responsible for the operation, maintenance and repair of the gray water system facilities so that water is diverted to vegetated areas. The Gray Water system routes sink water through a solid waste separator in the Galley and through a secondary strainer (in the charcoal drum) at the gray water outfall on the ocean side of Building 14. Water from showers and lavatories are discharged to the gray water system. Diligent use of strainers for removal of large particles, and hair are utilized. The Gray Water system will be maintained in accordance with applicable technical manuals, operating and maintenance instructions and parts list. The solid waste separator in the Galley will be emptied a minimum of 3 times per week. Grease skimmed off the grease trap (behind Building 29) will be emptied into a 55-gallon

drum marked "Kitchen Oil" located at the SAT. The secondary strainer in the charcoal drum will be cleaned out on Monday and Thursday. The activated charcoal will be replaced monthly.

Task 8: Pest Control and Preventive Management: The Contractor shall provide pest control and preventive management services, including control and eradication of pests that are defined as insects, rodents, vertebrates, vegetation and other organisms, animals or plants that may be harmful to human health and comfort. (Rodent infestation within the base camp is seasonal.) Services shall also include inspection of facilities and potential breeding sites to detect the presence of pests and effective follow-up pest control measures. The Contractor shall ensure that measures implemented to eradicate infestation of rodents or pests do not increase populations of other pests. Services shall be performed in accordance with all applicable county, state and federal regulations regarding approved pesticide storage and application procedures. All approved restricted use pesticides shall have a material safety data sheet (MSDS). Disposal of pesticide containers shall be in accordance with county, state and federal regulatory agencies and manufacturer requirements.

Task 9: Electrical Utility System: The Contractor shall operate, maintain and repair the base camp electric power generation and distribution system. The system must be operational 24 hours per day, seven days per week, and shall be operated in a reliable manner to minimize power disruptions that could have a significant adverse effect on the base camp operations including computer and range control communication systems.

A. Power Generation:

The system's primary power source is photovoltaic electrical panels with battery storage augmented by a diesel generator. The system consist of 294 (340W) Trinasolar Tallmax plus framed 72-cell modules for a total output of 100kW DC/ 90kW AC; three (3) SMA Tripower STP3000TLUS PV Inverters; two (2) Princeton Power Systems PEMS-30-60-G2 Lithium Ion 68.5KWh battery; and a 60KW CAT diesel generator with a 60KW IVECO-Marathon generator backup and associated distribution system and hardware, though operation, maintenance and repair services shall be provided if another generator set is put into service.

Scheduled maintenance shall be performed when due, and all faults shall be immediately recorded and reported. If needed repairs warrant a factory support representative, the Contractor shall immediately request such support from the KIRC.

The electrical power generation and distribution equipment shall be operated in accordance with the manufacturer, state, OSHA and other applicable health, safety and noise requirements including the National Electrical Safety Code.

Daily operation and monitoring will be accomplished by trained and experienced operators. Operators may conduct basic preventative and corrective maintenance. A diesel mechanic or electrician will conduct or supervise any advance maintenance and repair. Operators will be trained on the start-up, shutdown, and operation procedures.

Additionally, operators will be trained by the diesel mechanic or electrician on basic preventative and corrective maintenance.

B. Electrical Distribution:

Electrical power is distributed throughout the Base Camp via overhead wiring. An automatic Transfer-Switch located within the generator shed automatically starts and places either the DSE400 or the SR4 on line automatically. A key locked switch for manual mode preventing start-up is provided when performing repairs and maintenance. 480-volt three-phase power is provided through overhead wiring throughout the camp. Six pad-mounted step-down transformers are installed to serve as load centers at the following locations:

- 150 KVA transformer between the galley and shower trailer;
- 45 KVA transformer at the entrance to the maintenance shop area;
- 25 KVA transformer near Building 4 to service Buildings 4, 5, and 6;
- 75 KVA transformer beside the galley;
- 25 KVA transformer at the BC Office; and
- 15 KVA transformer at the generator shed.

The step-down transformers reduce the power from 480-volt to three-phase, fourwire, 208/120 volts.

C. Diesel Fuel Storage and Delivery:

Services shall also include the operation and maintenance of the engine-generator diesel fuel storage and delivery system, portable emergency generator units and all camp building window air conditioning units. Energy conservation measures must be considered to conserve fuel. The CAT and IVECO-Marathon generators are supplied fuel from a 1,000-gallon AST supply tank contained within an impervious liner bermed with sand and soil located next to the generator shed. The supply tank feed is a metal line piped into the generator shed in line filter system and has manual shut off valves and associated piping to allow bleed-off fuel to return to the tank from the generator's injection pump.

Diesel fuel is delivered to base camp via fuel bladders on board the KIRC landing craft. The diesel fuel is pumped ashore to a fuel truck and transferred into the supply tanks.

D. Portable Electrical Generators:

Two 5-KVA Honda model EG5000X portable gasoline generators provide power for a limited electrical load during emergency conditions. Other portable generators are available for use past emergency condition.

E. Window Air Conditioning Units:

Approximately seventeen wall/window-mounted air conditioners are installed in the Base Camp, units are installed in Buildings 4,6,11,12,14,15, 29 and ROC building. Both wall mounted AC electric and split-air DC direct powered systems are used.

F. Energy Conservation:

The purpose of the Energy Conservation measures is to conserve fuel. Reducing fuel consumption on island reduces the quantity of fuel transported to the island. The guiding principles in energy conservation are the efficient and effective use of energy, replacing high energy demanding devices with energy efficient products, and securing unnecessary uses of energy.

Evaluations of energy consumption will be done periodically to identify the high energy consumption products in the Base Camp. This evaluation will recommend methods to reduce consumption by these products such as maintaining the air conditioner's condenser coils clean to maximize heat transfer and minimize energy usage. This evaluation can also recommend substitute or replacement products to further reduce energy consumption. Energy conservation will not take precedence over safety. Sufficient light around the Base Camp is necessary to ensure the health and safety of the Base Camp and KIRC staff and volunteers. Additionally, a minimum level of electrical loading is necessary on the diesel generators to minimize carbon and soot build up in the engine section of the generator.

G. Electrical Supplies: The contractor shall provide all necessary consumables, maintenance supplies and repair parts as needed to implement this task.

Task 10: Operation & Maintenance of POL Systems: Operate and maintain an approved petroleum, oil and lubricant (POL) system to support activities on Kaho`olawe. The Contractor shall comply with applicable county, state and federal standards and regulations on transportation, storage, issuance and disposal of POL products, to include spill prevention and cleanup requirements, hazardous waste collection, accumulation, transportation and disposal. The Contractor shall also protect, repair and maintain containment structures, including those for secondary containment in accordance with applicable county, state and federal laws and regulations. Personnel shall be properly trained and certified in the operation and maintenance of similar POL systems. Spill cleanup responsibilities shall also include response to POL spills from fuel transported via KIRC's landing craft 'Ohua.

A. Diesel Fuel System:

The current Diesel Fuel system consists of two 5,000-gallon diesel AST tanks located in the boneyard, a 1,200-gallon (two 600-gallon compartments) capacity M49C MultiFuel Tanker Truck used to transfer fuel, and a 1,100-gallon double-hulled, aboveground storage tank (AST) located in front of the Generator Shack. This tank provides fuel to the Main Generators. An impervious liner supported by a sand/soil berm surrounds the tank. The berm is approximately 7 feet wide by 17 feet long by 18 inches high with a containment capacity of approximately 1,335 gallons. There is no manmade drainage outlet within the generator tank berm. The tanker is used to transport fuel to refill the 1,100-gallon AST at the Generator Shack and to refuel various vehicles and heavy equipment within the Base Camp. Diesel fuel is pumped from the POL storage tanks to the tanker truck by an electric powered transfer pump in-line with each storage tank. This transfer pump also allows for direct fueling of vehicles and heavy equipment while in the Boneyard Fuel Storage Facility.

B. Gasoline Fuel System:

Main storage is two 1,000-gallon ASTs in the boneyard. Gasoline is transported in 55-gallon drums loaded on ATV's and brought to Kaho'olawe on board the KIRC landing craft. The drums are transferred into one of the two 1,000-gallon ASTs following manufacturers operations manual.

C. POL Lubricants and Oils:

Various oils and lubricants shall be transported to Base Camp in their original containers. Motor and transmission oils will be transferred from 55-gallon drums to the overhead fuel storage in the EO Shop as required.

Task 11: Fresh Water System: The Contractor shall operate, maintain and repair the base camp freshwater system. The system includes a reverse osmosis (RO) treatment system with sea water intake, brine disposal, chlorine injection, treated water storage tanks and a pump/pipeline distribution system.

The Contractor shall operate, maintain and repair two single stage 6,056-liters/day (1600 gallons/day) RO water production systems in accordance with the manufacturer's recommendations including manual disinfecting operations, temporary holding tank, and two 22,712-liter (6,000 gallon) potable water storage tanks. This includes adding sodium hypochlorite, for disinfecting, and maintaining the two storage tanks, two potable water-pumping stations, and the associated piping for the system. The Contractor shall submit and adhere to a maintenance schedule for the potable water system.

The freshwater system is not currently but may become classified as a Public Water System. In such event, the operations and maintenance standards and schedule will have to meet Public Water Supply regulations. At that time, the Contractor shall provide personnel who have been certified by the State Department of Health to operate such a water system.

The Contractor shall be responsible for monitoring the quality of water by testing water samples for each tote of water produced prior to pumping it to the holding tanks and by monitoring the auto detect monitors located at the pump stations. The Contractor shall be responsible for taking monthly and quarterly samples for testing by an independent laboratory to ensure that the water quality meets or exceeds Federal and State of Hawai'i potable water quality standards. Monitoring of total and fecal coliform shall be performed in accordance with HAR §11-20-9. Monitoring of organic, inorganic, turbidity, and radionuclides shall comply with HAR §11-20-10 to HAR §11-20-13. The water system shall meet Surface Water Treatment Rule Requirements per HAR §11-20-46 and Lead and Copper rule per HAR §11-20-48. Monitoring of special contaminants and unregulated contaminants shall be performed in accordance with HAR §11-20-34 to HAR §11-20-37. Record keeping practices shall follow HAR §11-20-19. Notification procedures, in the event of non-compliance, shall be in accordance with HAR §11-20. The Contractor shall submit quarterly water monitoring reports to the KIRC.

The Contractor shall be responsible for scheduling and coordinating the intake cleaning.

The Contractor shall operate, maintain and repair the brine disposal system in the base camp and ensure that daily checks are accomplished for line leakage, blockage, over filling and for any sign indicating that the system is discharging excessive salts back into the ocean.

The Contractor shall operate, maintain, repair and record readings of the automated water testing system. The existing automated system includes an inline turbidity meter, pH sampler, and chlorine analyzer.

The water system operation and maintenance personnel shall be properly trained by the equipment manufacturer(s) and certified by the State in the operation and maintenance of all water system facilities and equipment including RO treatment, disinfection, storage, distribution and collection of samples for transport to a certified laboratory for analysis.

Task 2B-9: Heavy Equipment and Vehicle Maintenance: The Contractor shall be responsible for maintaining all on-island equipment and vehicles. The KIRC recognizes that manpower limitations and outside factors (e.g. availability of parts) may curtail the Contractor's ability to keep all equipment and vehicles operable at all times; in such event, the Contractor shall receive direction from the KIRC to prioritize the work. Services shall include preventive, routine and emergency repair, maintenance and basic cleaning and upkeep; basic inspection and service shall be performed on all operable vehicles and equipment at least quarterly or as directed by the KIRC. A separate maintenance and service log shall be kept for each vehicle and piece of equipment.

Task 12: Solid Waste Collection and Disposal: The Contractor shall operate and maintain a solid waste management system in accordance with applicable county, state and federal laws and regulations. Solid waste includes non-hazardous garbage, refuse, and other non-industrial liquid, semi-solid and solid materials generated as a result of base camp and other Reserve activities. Solid waste management activities shall be conducted to adequately protect human health and to prevent the propagation of insects, rodents and other pests. The Contractor shall endeavor to minimize waste production to reduce the quantity of waste for off-island landfill disposal.

KIRC currently has an on-island recycling program; that includes further waste reduction measures, source separation methods, recovery of recyclable materials, on-island composting of organic material and the packaging and short term storage of collected materials for off-island shipment and delivery to recycling centers and landfill disposal facilities), the Contractor shall operate and maintain the system. Services shall include the collection, temporary storage, transport and off-island disposal or use of the waste material. On-island disposal of solid waste is prohibited.

Task 13: First Aid and CPR Services: The Contractor shall ensure that its employees are certified in First Aid and Cardiopulmonary Resuscitation (CPR).

Task 14: Fire Protection Services: Inspect and maintain fire protection and fighting equipment and fire suppression systems. Fire fighting services shall be provided 24

hours per day, 365 days per year and shall be restricted to brush fires and to small structural fires in areas cleared of UXO that can be readily handled.

The Contractor shall provide fire protection services by maintaining the existing fire extinguishers, smoke alarms, and sprinkler system in base camp in accordance with the manufacturers recommend maintenance schedule. The Contractor shall operate a designated F-250 or similar truck with a slip-pump and tank unit on as needed basis to protect base camp individuals from loss of life and injury.

The Contractor shall perform monthly operational inspections of the installed smoke detectors in all areas, fire suppression systems installed in berthing spaces and the dining facility, and all fire extinguishers in the base camp and in vehicles. The Contractor shall service, refill, and perform hydrostatic testing of type A, B, C, and Purple K filled extinguishers. Scheduled maintenance (inspection, removal from service, and replacement) shall be conducted in accordance with all state and federal laws and regulations. All emergency unscheduled maintenance (e.g. an item has failed) shall be performed immediately. The range hood fire suppression system shall be tested and certified semi-annually in accordance with the manufacturer's recommendations.

Task 15: Security Services: All Contractor personnel shall be briefed in the general security procedures for the Reserve including KIRC access requirements, water and land trespass definitions, and procedures regarding notification of trespass violations. The Contractor shall be responsible for base camp personnel safety and securing and safeguarding all base camp property, facilities and equipment. The Contractor shall immediately report all unlawful activities including criminal violations, personnel injuries and property losses and damage.

Task 16: Communications: The base camp currently has telecommunication equipment. The Contractor in communication with KIRC shall maintain and repair all communications systems, including radio consoles and equipment, computer data internet links, telephones, emergency cellular phone, fax machines, microwave radio communication equipment, satellite dish receivers, transmission lines, Wi-Fi hubs, antennas, solar panels and battery equipment. The current communication contractor is Harmer Radio and Communications. Non-routine or highly technical repairs can be performed by a communications contractor. The contractor shall notify KIRC of communication outages.

Task 17: Buildings and Structures Maintenance / Repair: The Contractor shall perform basic building and structure maintenance and repair services as needed, including carpentry, plumbing and electrical work.

An annual inspection of each facility will be conducted for the identification of deficiencies, and maintenance, minor repair and/or replacement work required complying with applicable health and safety requirements. Deficiencies identified by inspection will eventually generate a work request for action based upon an economic analysis performed according to contract procedures. The work request will be scheduled, material procured, and performed as directed by the KIRC.

A Preventative Maintenance Inspection/Services (PMI) Program will be prepared and implemented that provides for the systematic performance of preventative maintenance services on all vital operating equipment structures and facilities. Work will be planned and implemented by a monthly work plan. Maintenance work will be performed by Base Camp personnel. If required, repair work will be performed by a journeyman craftsman professionally trained and certified in the craft performed.

The following facilities exist:

Shop Areas: The Shops Area consisted of the Builders Shop (Building 16) and associated Storage Areas (Building 16A), EO Shop (Building 17), Electrical/Utility Shop (Building 22), Flammable Storage Trailer (Building 24), Construction Mechanic's Shop (Building 30), Equipment Parts Storage Trailer (Building 30a), two main vehicle-parking areas, and a SAT storage area. In general, the Shops Area buildings were constructed with wood, metal, and concrete.

- The Small Engine Repair Work Area (Building A) is a covered open work area located on the east side of the Builders Shop. The work area is a converted metal container extended with a wooden floor and cover. The Generator building is also located within the shop area and is a constructed wood structure with a concrete floor.
- EO Shop (Building 17): EO Shop, constructed in 1987, is a wood structure with a concrete floor.
- Electrical Shop (Building 22): The Electrical/Utility Shop, constructed in 1989, is a wood structure with a concrete floor.
- Flammable Storage Trailer (Building 24): The Flammable Storage Trailer is a portable unit constructed of metal and wood, with a floor of wooden slabs.
- Construction Mechanic's Shop (Building 30): The Construction Mechanic's Shop constructed in 1989, is a wood structure with a concrete floor.
- Equipment Parts Storage Trailer (Building 30A): The Equipment Parts Storage Trailer is metal trailer located east of Building 30 is used for storage.
- Satellite Accumulation Terminal (SAT): The SAT area is located next to the EO Shop and consists of 55 gallon drums in secondary containment units.
- Vehicle Parking Areas: The shop area has two vehicle parking areas. The main parking area is located directly across the EO Shop, and another parking area is located behind the EO shop.

Living Areas: The Living Quarters Area consisted of Barracks (Buildings 5, 6, 10, 11, and 12), Galley (Building 13), Dining Room (Building 29), VIP/Female Hut (Building 14),

Water Tower (Building 33), Showers (Buildings 4A, 5A, 6A, 15B, 12A and 19), Pavilions (Buildings 18 and 53), Base Camp Office (Building 15). Two storage containers, RO room (150), Water Tanks (Buildings 31 and 32), Hut (Building 4), and the Gray Water Outfall. In general, the Living Quarters buildings were constructed with wood, metal, and concrete.

- Barracks (Buildings 5, 6 10, 11, and 12): The Barracks, constructed in 1986-1989, are metal-sided shed-like structures that sit on cinder blocks 27 and 28). An unnumbered barracks, constructed in 1989, is located to the northeast of platform 28.
- Galley (Building 13): The Galley, constructed in 1986, is a metal-sided shed-like structure that sits on cinder blocks. Sink water is routed through plastic pipe to the Gray Water Outfall south of Building 14.
- Dining Room (Building 29): The Dining Room, constructed in 1986, is a metalsided shed-like structure that sits on cinder blocks. The Cook's Quarters are located at the east end of the Dining Room.
- VIP/Female Hut (Building 14): The VIP/Female Hut, constructed in 1986, is a metal-sided shed-like structure that sits on cinder blocks. Inside the hut is a Sick Bay where medical supplies are stored. Just to the south of the VIP/Female Hut is a water tower (Building 33) that was constructed in 1988, and the shower (Building 19) that was constructed in 1986 is not used.
- Pavilions (Buildings 18 and 53): The Pavilions are open wooden frame structures. Pavilion 18, constructed in 1986, is being used as a weightlifting facility, and Pavilion 53, constructed in 1992, contained a picnic table.
- Base Camp Office (Building 15): Lanai (Building 15C), Shower (Building 15B), Reverse Osmosis (RO) Unit (Building 150), and Storage Units. The buildings were constructed in 1986, is a metal-sided shed-like structure with a wooden Lanai extending off of the south side.
- Storage Units: The two storage units are metal structured containers below Building 15 were added to the site.
- Water Tanks (Building 31 and 32): On the east side of the Main Camp Area, two 6,000-gallon water tanks, an 11,000-gallon water tank, and a wooden platform.
- Building 4 and Shower 4A: The OIC Hut, contains office area, with an attached shower.

Waste Oil Storage: A Satellite Accumulation Terminal (SAT): The SAT area is located next to the EO Shop and consists of 55-gallon drums used to store waste oils. The drums are stored in secondary containment units.

Generator: Generator Shack (Building 3): The Generator Shack is a wooden structure with a concrete floor, located next to Building 17. A double-hulled diesel aboveground storage tank (AST) is located on the northeast side of the Generator Shack. The AST is inside a lined containment area.

Helicopter Pads: The helicopter pads are located at the northern most portion of the Base Camp. There are two pads consisting of rolled sheets of perforated metal.

Reserve Operations Center: The Reserve Operations Center consists of three (3) prefabricated 40-foot, trailer offices constructed generally of wood. A large deck constructed of wood centers and connecting to the surrounding 3 trailers form a unit.

Task 18: Supply Management: The Contractor shall work with the KIRC to establish an appropriate material supply, inventory and record keeping system to manage, procure, transport, load, unload, receive, store, stock, issue, pack and dispose of supply materials regularly used on-island. Supply materials are transported by ocean vessel and include consumables, minor property, equipment, linens (two-week supply) parts and related items to support the base camp operations and personnel.

Task 19: Roadway Maintenance: The Contractor shall maintain the roads around the greater base camp area, from the bone yard to the mechanic shop and through camp. The Contractor shall perform monthly inspections of other roadways including the Kuamo`o (K1) road, including backfilling erosion under concrete pads, filling ruts, maintaining swales and clearing drainage channels and basins, and the Contractor shall also maintain these roadways as manpower, equipment and roadway conditions allow. The Kuamo`o road is approximately 13 Km in length and runs from the base camp to Luamakika at the top of the island. It is a compacted gravel road and requires periodic maintenance, particularly so after major rainfall. The Contractor shall inspect these roadways after significant rainfall has occurred, make any necessary corrective action, and shall immediately report any damage to the KIRC. The Contractor shall also perform monthly inspections, maintain and repair the drainage and runoff control systems that are associated with the roads requiring maintenance.

Task 20: Transportation Support: The KIRC uses a 40-foot aluminum ALMAR landing craft, named OHUA, for inter-island passenger, supplies and equipment transport between Maui and Kaho`olawe. In coordination with the KIRC Boat Crew, the Contractor shall provide support services to conduct regular repair and vessel maintenance including aluminum hull welding, diesel engine repair and maintenance and regular periodic maintenance services.

Additionally, the KIRC operates a 8-foot rigid, inflatable boat (RIB) with outboard engine. The contractor is responsible for regular maintenance service and supplies for these crafts.

Task 21: Special Projects: In coordination with the KIRC, within the limits of safety, training and experience, and as time, funds and manpower allow, the Contractor shall perform Special Projects related to the Contractor's primary duties and responsibilities

herein. Such projects could include additional maintenance work on roadways and drainage systems; development and installation of alternative and renewable energy systems to provide power where conventional energy is now used; installation of energy efficient fixtures, structures and appliances to create a “greener” camp; development, installation and operation of a recycling and/or composting system; development and implementation of an asset decommissioning plan; preparation and support of a barge operation to bring and remove new assets to and from Kaho`olawe; and repair / overhaul work on the rainwater catchment structure and facilities.

Contractor Indemnification and Insurance Requirements

Contractor shall defend, indemnify, and hold harmless the State of Hawai`i, the KIRC, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney’s 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. In the case the State of Hawai`i, the KIRC, and their officers, employees, or agents, without any fault on their 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 of Hawai`i, the KIRC, and their officers, employees, or agents, including attorneys’ fees.

The Contractor shall procure and maintain, at its cost and expense and acceptable to the KIRC, in full force and effect throughout the term of this Contract, comprehensive general liability insurance, or its equivalent, in an amount of at least \$2,000,000 for each occurrence, with an insurance company or companies licensed to do business in the State of Hawai`i. The policy or policies of insurance shall name the State of Hawai`i as an additional insured.

Such insurance will include coverage in like amount for products/completed operations, contractual liability, and personal and advertising injury. “Claims made” policies are not acceptable.

THE KAHO`OLAWE ISLAND RESERVE COMMISSION RESPONSIBILITIES

- (1) The KIRC provides transportation between Kaho`olawe and Maui via ocean vessel from the Kihei Small Boat Harbor.
- (2) The KIRC shall provide overall project goals and technical consultation for all restoration efforts conducted on Kaho`olawe.

SPECIAL CONDITIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the Kaho`olawe Island Reserve Commission for this IFB is Mr. Michael K. Naho`opi`i
KIRC	=	Kaho`olawe Island Reserve Commission
SPO	=	State Procurement Office of the State of Hawaii
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

SCOPE

The services to Implement and Support Native Dryland Forest Planting on Kaho`olawe, shall be furnished in accordance with these Specifications and Special Conditions of IFB No. OPS18-CIP01. The State's General Conditions, Form AG-008 (4/15/2009) and applicable contract forms, although not physically attached, are included by reference and made a part hereof. Copies of these documents can be obtained by making a request to the Procurement Officer.

AUTHORITY

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

PROCUREMENT OFFICER

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance. The Procurement Officer for the Contract is:

Mr. Michael K. Nahoopii
Executive Director, Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, HI 96793

Telephone: (808) 243-5020
Facsimile: (808) 243-5885

ISSUING OFFICER

The individuals listed below are the **sole** point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract will be awarded:

Primary Contact:

Matt Hatakeyama
Administrative Officer, Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, HI 96793

Telephone: (808) 243-5020
Facsimile: (808) 243-5885

CONTRACT ADMINISTRATOR

For the purpose of this contract, the Contract Administrator is Mr. Michael K. Nahoopii, or his designated representative, telephone (808) 243-5020 or email at mnahoopii@kirc.hawaii.gov.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing services for a twelve-month (12) period commencing from the official date on the Notice to Proceed but no earlier than 1 May 2021. Unless terminated, contract shall be extended for not more than three (3) additional twelve-month periods or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, at least three (3) months prior to expiration, provided that the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein.

The Contractor or the State may terminate the extended contract period at any time upon three (3) months prior written notice.

BIDDER QUALIFICATION

1. Bidder must provide a "point person" with whom KIRC is to coordinate work assignments. This can be a Project Manager in Contractor's office or can be a Base Camp Manager with Contractor's on-island staff. Address, telephone number and name of contact person shall be listed on the appropriate Offer Form page.
2. Bidder shall have a minimum of three (3) years of Facilities Management experience prior to bid opening date. Indicate the number of years Offeror has been in business and the number of years Offeror has performed services specified by this IFP.
3. Bidder must be qualified and appropriately licensed to perform the duties and responsibilities outlined in the IFB. Bidder shall list the certificate number on the appropriate Offer Form page. In addition to meeting the legal and other requirements to this IFB, bidder must meet these bidder qualifications requirements to be considered for award.
4. Bidder shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls. Bidder must include a list of key personnel and associated resumes for those who will be dedicated to this project.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

SPECIAL CONDITIONS

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions to register for Hawai'i Compliance Express (HCE) utilized for verification of compliance.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

SITE INSPECTION

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

Logistics for the site inspection will be coordinated by the KIRC.

BID PREPARATION

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

Page OF-1 may be submitted with the offer on HlePRO, but an original must be mailed to the Procurement Officer with an original, authorized signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Quotation. Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein. It shall include an itemized budget

SPECIAL CONDITIONS

showing each labor category, applicable taxes as a separate line item, and any other costs incurred to provide the specified services. Budget details should show number of estimated hours for each labor category, including the rate of compensation and total budget each. Complete the attached Bid Quotation Breakdown to indicate pricing for each task item indicated in the breakdown and described in the scope of work

Proposal Content: All

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate for each county. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Insurance. Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, bidder shall provide insurance coverage for contents in accordance with the attached Specifications.

References. Bidder shall include a list of at least three (3) references that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses as references, companies for whom bidder has provided or is currently providing, on a regular basis, services similar in nature and in volume to services specified herein. The State reserves the right to contact the references to inquire about bidder's past performance.

Qualifications

Bidder shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed. Bidder must include a list of key personnel and associated resumes for those who will be dedicated to this project.

Confidential Information.

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required.

SPECIAL CONDITIONS

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest offer.

Responsibility of Lowest Responsive Bidder. Pursuant to §103D-310(c), HRS. The selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawai'i Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE as soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an offeror will not receive the award.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty-day period or a longer period as may be allowed upon mutual agreement of the parties.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have not been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

If the option(s) to extend for the twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Contractor or the State may terminate the extended contract period at any time upon three (3) months prior written notice.

SPECIAL CONDITIONS

NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

LIABILITY INSURANCE

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

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	\$1,000,000 per accident

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Kaho`olawe Island Reserve Commission, 811 Kolu Street, Suite 201, Wailuku, HI 96793."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

SPECIAL CONDITIONS

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii 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 or policies.

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

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

SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor, unless the Contract Administrator has given prior written approval.

INSPECTION

The State retains the general right of inspection by a designated representative in order to judge, whether in the State's opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

INVOICING

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

Contractor shall submit an original, indisputable original, invoice to the following address:

Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, HI 96793

Invoice shall reference both the contract number and the IFB number.

A Certificate of Compliance from HCE for final payment on the contract and an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu.

PAYMENT

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

SPECIAL CONDITIONS

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

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Procurement Officer.

LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions. Liquidated damages is fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

PROTEST

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

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, 811 Kolu Street, Suite 201, Wailuku, HI 96793.