



# Maui Family Support Services, Inc.

*Strengthening Children and Families in Maui County for over 35 Years!*

August 15, 2016

Re: Request for Proposals for Landscaping Services

Aloha,

Maui Family Support Services, Inc. (MFSS) is seeking proposals to provide Landscaping Services at our Wailuku (1844 Wili Pa Loop) and Lahaina (15 Ipu Aumakua Lane) locations. Proposed services cover from the contract start date through June 30, 2017.

Attached, please find a copy of the Request for Proposal, a DRAFT contract and the Proposal Application Form.

If you are unfamiliar with Maui Family Support Services, Inc. and would like an opportunity to view the Wailuku facility (we are unable to provide viewing of the Lahaina facility, but pictures can be provided if needed), the following dates are available to view the facility: August 17<sup>th</sup>, 19<sup>th</sup>, 22<sup>nd</sup> and 24<sup>th</sup>, please contact Zina Andrade at 808-242-0900 to schedule a time to view the Wailuku facility.

**Proposals are due by 4:30 p.m. on Friday, August 26, 2016.** Proposals should be provided on the Proposal Application Form and submission guidelines and expectations are outlined in the attached Request for Proposal.

If you have any questions about this Request for Proposal or the services needed by MFSS, please feel free to contact me at 808-242-0900 ext 226 or via email at [Daphne@mfss.org](mailto:Daphne@mfss.org).

Mahalo,

Daphne Ladia  
Chief Operations Officer

**Administrative Office &  
Kupukupu Child  
Development Center:**  
1844 Wili Pa Loop  
Wailuku, HI 96793  
Phone: (808) 242-0900  
Fax: (808)249-2800

**EHS Child  
Development Center:**  
15 Ipu Aumakua Lane  
Lahaina, HI 96761  
Phone: (808) 661-1170  
Fax: (808) 661-1198

**Hale Hi'ipoi  
Hana Infant and  
Toddler Center:**  
4111 Hana Hwy  
P.O. Box 938  
Hana, HI 96713  
Phone: (808)248-7609

**Moloka'i Office:**  
107 B Ala Malama Ave  
P.O. Box 1658  
Kaunakakai, HI 96748  
Phone: (808) 553-8114  
Fax: (808) 553-8115

**Lana'i Office:**  
730 Lana'i Ave #109  
P.O. Box 631043  
Lanai City, HI 96763  
Phone: (808) 565-7484



[www.mfss.org](http://www.mfss.org)





# Maui Family Support Services, Inc.

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## 2016-2017 Landscaping Request for Proposals

### **Objective:**

To provide Landscaping Services at the Wailuku building (1844 Wili Pa Loop) and Lahaina Center (15 Ipu Aumakua Lane) locations of Maui Family Support Services, Inc.

### **Description of Facilities:**

Maui Family Support Services, Inc. (MFSS) requires Landscaping Services at two locations on Maui.

*1844 Wili Pa Loop, Wailuku* – Landscaping Services will cover in and around the upper and lower parking lot areas as well as in and around the child care center playground

*15 Ipu Aumakua Lane* – Landscaping Services will cover the interior of the MFSS Early Head Start playground located at the Ka Hale A Ke Ola Homeless Resource Center in Lahaina.

### **Service Dates:**

Services outlined will be provided from the approval of contract through June 30, 2017.

### **Proposal Requirements:**

Proponents and their employees/subcontractors must have/be able to provide the following:

- Tax ID # (Social Security/FEIN);
- Valid liability insurance;
- Clear criminal, sex offender and child abuse background checks;
- Ability and availability to review and acknowledge Service Requests within 24 hours; and
- Ability and availability to, within 48 hours, provide an assessment of project and determination of timeline for completion.
- Proponents must be able to comply with Section G: Contract Provisions as outlined in the draft contract provided with this request.
- Proponents should be experienced in providing Landscaping Services and should have available tools and supplies on hand. Any materials or supplies charged to

MFSS are the property of MFSS and must be kept on MFSS property unless otherwise discussed with the Chief Operations Officer.

- Proponents must provide three professional references

### **Proposal Deadline:**

Proposals should be submitted by 4:30 p.m. on Friday, August 26, 2016.

### **Submission Guidelines:**

Proponents must complete the Proposal Application Form and submit the Proposal Application Form via one of the methods listed below:

- Email to: [keikimatters@mfss.org](mailto:keikimatters@mfss.org);
- Drop off or Mail to: 1844 Wili Pa Loop, Wailuku, HI 96793, Attention: Zina Andrade; or
- Fax to: 808-249-2800, Attention: Zina Andrade.

Proposals that are not submitted in the correct format or via the correct method will not be considered.

### **Scope of Services:**

Services will include, but are not limited to:

- Wailuku Location
  - Monthly Landscaping Services of the upper and lower parking lots
  - Bi-Weekly Landscaping of the playground
  - Tasks to include:
    - Cutting of grass
    - Trimming of hedges
    - Trimming of palm trees around the playground
    - Weeding and fertilizing done as needed
    - Ensuring that sprinkler system is in working order and set to run at appropriate times and for appropriate duration
    - Repair of any broken sprinklers
      - Costs for parts/supplies will be reimbursed with provision of receipt
  - ***Other items as determined by the Administrative Supervisor or Chief Operations Officer.***

- Lahaina Location
  - Bi-Weekly Landscaping of the playground
  - Tasks to include:
    - Cutting of grass
    - Trimming of hedges
    - Trimming of palm trees around the playground
    - Weeding and fertilizing done as needed
    - Ensuring that sprinkler system is in working order and set to run at appropriate times and for appropriate duration
    - Repair of any broken sprinklers
      - Costs for parts/supplies will be reimbursed with provision of receipt
  - ***Other items as determined by the Administrative Supervisor or Chief Operations Officer.***

***In the case of other items not outlined above:***

- Review and acknowledgement of Service Requests within 24 hours of request.
- Within 48 hours, provide an assessment (either in person or over the phone with Administrative Supervisor or Chief Operations Officer) of project and determination of timeline for completion.

**Budget/Compensation:**

As a 501 (c) 3 Non-Profit organization, MFSS must follow our projected yearly budget as set by our Board of Directors. Proposals for Landscaping Services should be able to provide the anticipated services as listed in the Scope of Services section at a comparable rate.

Proponents should provide their hourly or monthly rate for services. All costs associated with providing landscaping services are to be outlined in the proposal, for example, travel costs, costs for purchase of supplies, etc....



# Maui Family Support Services, Inc.

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## CONTRACT FOR SERVICES

THIS AGREEMENT entered into by and between **MAUI FAMILY SUPPORT SERVICES, INC.**, a Hawaii Nonprofit Corporation, hereinafter called "**MFSS**" and hereinafter called "**Independent Contractor**."

Business Name:

Authorized Representative:

Tax ID # (Soc. Sec./FEIN):

Mailing Address:

Business Phone Number:

Fax Number:

Other Phone Number:

Email:

Is the above Business incorporated?  Yes  No

WITNESSETH:

WHEREAS, **MFSS** is in need of and desires to engage the services of the **Independent Contractor**;

WHEREAS, the **Independent Contractor** desires to render the services described under Scope of Services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

A. Duration of Agreement

The **Independent Contractor** shall commence the work to be performed on \_\_\_\_\_ and shall complete the work on \_\_\_\_\_.

B. Scope of Services

1. The ***Independent Contractor's*** services shall be nonexclusive, and ***MFSS*** may engage other persons to render the services referred to under Scope of Services.
2. All work of the ***Independent Contractor*** performed in connection with this Contract shall remain the sole and exclusive property of ***MFSS***. Any reports, information, data, given to or prepared or assembled by the ***Independent Contractor*** under this contract shall remain confidential and shall not be made available to any individual or organization without the prior written approval of the Chief Executive Officer of ***MFSS***.
3. The ***Independent Contractor*** shall do, perform, and carry out in a satisfactory and proper manner services to include the following:

Please see **Attachment A** regarding additional services specific to this contract.

C. Compensation

Please see **Attachment B** regarding Compensation specific to this contract.

D. Method of Payment

1. The ***Independent Contractor*** shall be paid on the basis of approved proposal. Authorized costs do not include transportation to and from home (other than airfare), the cost of office supplies, cellular telephone usage (local and long distance), and time and fees spent on the ***Independent Contractor's*** own training and/or continuing education.
2. Payments for services and reimbursable costs shall be made upon presentation of an invoice by the 3<sup>rd</sup> of the following month.
3. Payments by ***MFSS*** shall be made in accordance with and subject to the policies of ***MFSS***.

E. Services as an ***Independent Contractor***

This Contract is for special and temporary services by the ***Independent Contractor***. All laws, rules, regulations, and/or policies applicable to regular and permanent employees, such as those relating to vacation, sick leave, retirement, health benefits, unemployment insurance, and workers' compensation shall not apply to the ***Independent Contractor***. It is understood and agreed that the ***Independent Contractor*** shall not be entitled to the

benefits and privileges of an employee of **MFSS** and it is further agreed and understood that the **Independent Contractor** shall be excluded from participating in any fringe benefits from **MFSS** unless specifically enumerated and authorized herein.

F. Amendments

This Contract may be amended at any time upon mutual agreement of the parties. Any amendment shall not be valid unless in writing and signed by the parties hereto.

G. Contract Provisions

**Independent Contractors** who employ others, either directly or through subcontract, must be able to comply with the Contract Provisions listed below.

**OR,**

\_\_\_\_\_ (initials) by initialing here the **Independent Contractor** verifies that he/she **WILL NOT** employ, either directly or through subcontract, other individuals to complete the work listed in the Scope of Services of this contract.

1. Equal Employment Opportunity – The **Independent Contractor** guarantees compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. Copeland “Anti-Kickback” Act – The **Independent Contractor** guarantees compliance with the Copeland “Anti-Kickback” Act.
3. Davis-Bacon Act – The **Independent Contractor** guarantees compliance with the Davis-Bacon Act.
4. Contract Work Hours and Safety Standards Act – Contractor guarantees compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act.
5. Debarment and Suspension – The **Independent Contractor** certifies that neither he nor his company is a party listed on the non-procurement portion of the General Services Administration’s “Lists of Parties Excluded from Federal Procurement or Non-procurement Programs.”
6. Guarantee of compliance with above provisions encompasses **Independent Contractor** and all subcontractors.

7. Any evidence of non-compliance with the above provisions will constitute a breach of contract, and **MFSS** will pursue remedies to the fullest extent allowed by law.

H. Lien Waivers

**Independent Contractor** shall protect, defend and indemnify **MFSS** from any claims for unpaid work, labor or materials.

I. General Guarantee

The **Independent Contractor** shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting there from which shall appear within the period of one year from final payment. Further, the **Independent Contractor** will furnish **MFSS** with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.

J. Permits and Codes

- There are no permits and codes that apply for this project.
- Please see **Attachment C** pertinent Permits or Codes related to this Contract.

K. Work Performance

1. The **Independent Contractor** shall protect all work adjacent to the Contract site from any damage resulting from the work of the **Independent Contractor** and shall repair or replace any damaged work at his/her own expense.
2. The **Independent Contractor** shall replace and put in good condition any existing conditions damaged in carrying out the contract.
3. The **Independent Contractor** shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.
4. The **Independent Contractor** shall conduct his activities in a business like manner and adhere to the reasonable wishes of **MFSS** in relation to his working schedule.

L. Condition of Premises

The **Independent Contractor** agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

M. Assignability

The **Independent Contractor** shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the Chief Executive Officer of **MFSS**. Further, no assignment by the **Independent Contractor** of monies due under this Contract shall be effective unless the assignment is first approved by the Chief Executive Officer of **MFSS**.

N. Waiver

It is expressly understood and agreed that no waiver granted by **MFSS** on account of any violation of any covenant, term or condition of this Contract shall constitute or be construed in any manner as a waiver of covenant, term or condition, or the right to enforce the same as to any other or further violation.

O. Termination

This Contract may be terminated for any reason at any time by written notice served to the other party. In the event of termination, all finished or unfinished work products prepared by the **Independent Contractor** pursuant to this Contract shall become the property of **MFSS**, and the **Independent Contractor** shall be compensated for any satisfactory work completed on such work products prior to the date of termination and reimbursed for the authorized costs incurred prior to the date of termination.

P. Subcontractors

It is mutually agreed that the **Independent Contractor** may subcontract with others to assist the **Independent Contractor** in the performance of this Contract. However, in doing so, the **Independent Contractor** MUST be able to comply with the terms specified in section **G, Contract Provisions**. Payment of subcontractors is the responsibility of the **Independent Contractor**, and any cost associated with subcontractors shall be included in the agreed upon compensation to the **Independent Contractor**.

Q. Conflicts of Interest

The **Independent Contractor** agrees to provide undivided loyalty in providing the services herein and shall notify **MFSS** immediately of any foreseeable conflicts-of-interest arising subsequent to the execution of this Contract.

R. Nondiscrimination

No person performing work under this Agreement, 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.

S. Confidentiality of Materials

1. All material given to or made available to the CONTRACTOR by virtue of this Agreement, 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 MFSS.
2. All information, data, or other material provided by the CONTRACTOR to MFSS shall be kept confidential only to the extent permitted by law.

T. Indemnity

**Independent Contractor** will provide proof of liability insurance for protection in the event of claims, suits, actions, damages and costs resulting from errors, omissions, negligent acts or other tortuous acts in the performance of this Contract and in accordance with applicable laws/regulations.

**Independent Contractor** agrees to indemnify, defend and hold forever harmless **MFSS** and all its employees, officers, agents and board members against any and all loss, liability, demands, claims, suits, actions or proceedings of every name, character and description (including but not limited to attorneys' fees and cost/s ) which may be suffered or incurred or incurred by or brought against **MFSS** for or on account of any injuries, wrongful death or damages to any person/s or property arising directly or indirectly in consequence of any activity conducted by **Independent Contractor** in the performance of this contract.

U. Lien Waivers

The **Independent Contractor** shall protect, defend and indemnify **MFSS** from any claims for unpaid work, labor or materials.

V. Arbitration

All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, not disposed of by mutual agreement of the parties, shall be decided by Arbitration. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any award shall provide for payment within 30 days of the date of the award.

W. Severability

If any provision of this Contract is held invalid, the other provisions of this Contract shall not be affected thereby. If application of the Contract or any of its provisions, to any person or circumstances is held invalid, the application of the Contract and its provisions to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Contract effective the day and year first above written.

***INDEPENDENT CONTRACTOR:***

By \_\_\_\_\_ Date \_\_\_\_\_

***MAUI FAMILY SUPPORT SERVICES, INC.:***

By \_\_\_\_\_ Date \_\_\_\_\_

Edeluisa Baguio-Larena  
Chief Executive Officer

## Attachment A – Scope of Services

### Scope of Services:

Services will include, but are not limited to:

- Wailuku Location
  - Monthly Landscaping Services of the upper and lower parking lots
  - Bi-Weekly Landscaping of the playground
  - Tasks to include:
    - Cutting of grass
    - Trimming of hedges
    - Trimming of palm trees around the playground
    - Weeding and fertilizing done as needed
    - Ensuring that sprinkler system is in working order and set to run at appropriate times and for appropriate duration
    - Repair of any broken sprinklers
      - Costs for parts/supplies will be reimbursed with provision of receipt
  - ***Other items as determined by the Administrative Supervisor or Chief Operations Officer.***
  
- Lahaina Location
  - Bi-Weekly Landscaping of the playground
  - Tasks to include:
    - Cutting of grass
    - Trimming of hedges
    - Trimming of palm trees around the playground
    - Weeding and fertilizing done as needed
    - Ensuring that sprinkler system is in working order and set to run at appropriate times and for appropriate duration
    - Repair of any broken sprinklers
      - Costs for parts/supplies will be reimbursed with provision of receipt
  - ***Other items as determined by the Administrative Supervisor or Chief Operations Officer.***

### ***In the case of other items not outlined above:***

- Review and acknowledgement of Service Requests within 24 hours of request.
- Within 48 hours, provide an assessment (either in person or over the phone with Administrative Supervisor or Chief Operations Officer) of project and determination of timeline for completion.

**Attachment B – Compensation**

1. The Independent Contractor shall be paid the rate of \*\*\*\*\*

DRAFT



# Maui Family Support Services, Inc.

*Strengthening Children and Families in Maui County for over 35 Years!*

## Landscaping Proposal Application

Proposals for Landscaping Services at Maui Family Support Services, Inc. should be completed on this Proposal Application. Please answer all questions as applicable, if a question is not applicable to the services you are proposing to provide, please comment "N/A".

Business Name:

Contact Person:

Contact Email:

Business Address:

Business Phone:

Business Fax:

Other Contact Information:

### **Proposal Requirements:**

Please provide your Tax ID # (Social Security/FEIN):

Do you have or are you able to acquire Liability Insurance?  Yes  No

By checking here, you acknowledge that you understand that MFSS will do a criminal, sex offender and child abuse background check on any member of your staff providing services to MFSS.

By checking here you, you acknowledge that you understand that MFSS requires the provider to review and acknowledge Service Requests within 24 hours

By checking here, you acknowledge that you understand that MFSS requires the provider to provide an assessment of project and timeline for completion within 48 hours

By checking here you confirm that you have reviewed and understand Section G: Contract Provisions as outlined in the draft contract provided.

By checking here you confirm that you understand that any materials, tools or supplies charged to MFSS become the property of MFSS and must be kept at MFSS unless otherwise arranged

**Scope of Services:**

By checking here you confirm that you have reviewed the Scope of Services and agree to provide services as listed within the Scope of Services.

Please provide a detailed description of proposed services if different from or in additional to the Scope of Services as outlined. 1200 Character Limit

**Compensation:**

Please provide the proposed hourly or monthly rate for services. All costs associated with providing Landscaping Services are to be outlined in the proposal, for example, travel costs, costs for purchase of supplies, etc.... 1000 Character Limit

**Other:**

Please provide any other pertinent information to the services you are proposing to provide.  
1000 Character Limit

Please provide three professional references:

Name:

Phone:

Name:

Phone:

Name:

Phone:

This proposal is submitted by:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_