

## **NOTICE TO BIDDERS**

(Chapter 103D, HRS)

COMPETITIVE SEALED BIDS for Job No. Oahu 24.02, Abandoned Vessel Removal and Disposal at Various Oahu Small Boat Harbors, Oahu, Hawaii shall be submitted to the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, Oahu District Branch on the specified date and time through the State of Hawaii e-Procurement System (HIePRO).

The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended is available on request; and the General Conditions – AG008, latest revision shall be made a part of the specifications. Electronic copies of the General Conditions is available on the HIePRO site.

The purpose of this Invitation for Bids (IFB) is to award to a Contractor work to completely remove and dispose of various vessel as stated in the Proposal, including all materials, tools, equipment, labor and other incidental work necessary, as required or called for in this Proposal, Specifications and Construction Notes.

**Due to the nature of work contemplated, bidders must provide the following insurance with their bid proposal as stated below.**

1. Commercial General Liability Coverage:  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
2. Commercial Automobile Coverage (If Applicable):  
\$2,000,000 combined single limit OR  
\$1,000,000 bodily injury per person,  
\$1,000,000 bodily injury per accident and  
\$1,000,000 property damage per accident  
Coverage for owned/non-owned and hired vehicles
3. Workers compensation coverage:  
Statutory benefits, USL & H, and Jones Act.
4. Protection & Indemnity:  
\$1,000,000
5. Contractors Pollution Liability:  
\$1,000,000

Coverages 1, 2, 4, & 5 will include additional insured status on a primary non/contributory basis, in favor of the State of Hawaii including all its departments and attached agencies, their officers, employees and agents. Policies will also provide a waiver of subrogation in favor of the additional insured's.

Coverage 3, shall contain a waiver of subrogation in favor of the additional insured's above. All policies will provide 30-day notice of cancelation to the additional insured's, with 10-day notice, in the event of non-payment of premium. All such coverages shall be evidenced by a certificate of insurance, which will be delivered to the signatory of the contract, prior to the commencement of any work.

A Contractor engaging in salvage and/or wreck removal operations shall ensure that they are in compliance with all applicable Federal, State, and County laws. The following requirements may apply to any salvage and/or wreck removal operation:

- Marine Surveyors may be hired on a case by case basis for the purpose of advising on operation plans monitoring salvage and wreck removal operations.
- A written salvage plan shall be agreed upon before the commencement of any work.
- Contractors shall minimize damage to corals and the natural resource.

- Anyone working with hazardous materials shall be HAZWOPER trained and certified.
- The Contractor shall remove any existing fuel, petroleum products, and hazardous materials prior to placement of vessels on the beach.
- The contractor shall follow all DOH regulations regarding clean water and the following minimum best management practices (BMP) shall be followed:
  - Surround the entire disposal area with a minimum 6-foot-high dust fence to prevent any debris going into ocean waters.
  - Surround the perimeter of the dust fence with silt fences or biosocks to prevent any debris being carried away by rain/storm water.
  - Have petroleum spill kits on hand to clean up any fuel or petroleum spill that may occur.
- Liquidated damages shall be paid each day past the agreed upon contract completion date. Completion date may be amended due to unforeseen circumstances.
- Pre and Postdated photo documentation of the salvage site as well as the debris that was removed including the keel if applicable shall be submitted once the job is completed.
- All commercial diving operations shall be conducted according to the Occupational Safety and Health Administration standards found in 29 CFR Part 1910, Subpart T.
- GPS coordinates are required for the salvage site and debris field.
- Transportation of all waste materials and debris shall be in accordance with USDOT, EPA, and State requirements.

All interested parties are encouraged to conduct a thorough site visit prior to bidding. A pre-bid conference will not be held for this project.

**Due to the nature of work contemplated, there is no requirement for a contractor's license.**

As a condition for award of the contract and final payment, the vendor shall provide proof of compliance with the requirements of 103D-310(c) HRS. Proof of compliance/documentation is obtained through Hawaii Compliance Express (HCE). Vendors shall register in Hawaii Compliance Express (HCE), a program separate from HIePRO. The annual subscription fee to utilize the HCE service is currently \$12.00. Allow 2 weeks to obtain complete compliance status after initial registration. It is highly recommended that vendors subscribe to HCE prior to responding to a solicitation. The vendor is responsible for maintaining compliance. If the vendor does not maintain timely compliance in HCE, an offer otherwise deemed responsive and responsible may not be awarded. See the State Procurement website for more information.

**Vendors are required to be compliant with all of the requirements of 103D-310(c) HRS at the time of award. The proof of compliance/documentation will be verified through the Hawaii Compliance Express.**

The Oahu District Manager is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance.

The estimated cost of services is \$115,000.00. The award of the contract will be subject to the availability of funds.

Should there be any questions, please use the question-and-answer section of the HIePRO solicitation.