

P R O P O S A L  
FOR  
IFB-25-001-09  
WASTWATER PUMPING AT  
HALEIWA SMALL BOAT HARBOR  
HALEIWA, HAWAII

DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION  
STATE OF HAWAII

\_\_\_\_\_  
Date

Procurement Officer  
Department of Land and Natural Resources  
Division of Boating and Ocean Recreation  
State of Hawaii  
Honolulu, Hawaii

Dear Sir:

The undersigned, having carefully examined the local conditions and all available records and information covering conditions which may affect the cost of the work to be performed, and having carefully examined the Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to collect and dispose of refuse from designated areas on the island of Oahu in accordance with the specifications, special provisions and general terms and conditions, as required or called for in this Proposal, all according to the true intent and meaning of the Notice to Bidders, Information and Instructions to Bidders, Proposal, Detailed Specifications, General Conditions and any and all addenda for:

P R O P O S A L  
FOR  
IFB-25-001-09  
WASTWATER PUMPING AT  
HALEIWA SMALL BOAT HARBOR  
HALEIWA, HAWAII

on file in the office of the Division of Boating and Ocean Recreation for the TOTAL SUM BID of:  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

and will fully complete all work under this contract under the conditions described in the Notice to Bidders, Notice to Contractors and Attorney General's General Conditions (ag-008)

**PROPOSAL**

The following bid is hereby submitted for Wastewater Pumping at Haleiwa Small Boat Harbor on the island of Oahu, as specified herein:

|               |               |                |                              |              |
|---------------|---------------|----------------|------------------------------|--------------|
| Cost Per Load |               | Cost Per Month |                              | Subtotal     |
| \$ _____      | X 8 (loads) = | \$ _____       | X 12 (months) =              | \$ _____     |
|               |               |                | Allowance                    | \$20,000.000 |
|               |               |                | Total (subtotal + allowance) | \$ _____     |

Offeror is:

Sole Proprietor   
 Partnership   
 Corporation   
 Joint Venture

Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

FIEN number \_\_\_\_\_

Payment Address (other than street address below): \_\_\_\_\_

Business Address (street address): \_\_\_\_\_

Respectfully submitted:

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

\_\_\_\_\_

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:

Permanent office address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Answering service is not acceptable)

Insurance is carried by (where applicable):

|                              | Carrier | Policy No. | Agent |
|------------------------------|---------|------------|-------|
| Commercial General Liability | _____   | _____      | _____ |
|                              | _____   | _____      | _____ |
| Automobile Liability:        | _____   | _____      | _____ |
|                              | _____   | _____      | _____ |

**HAWAII PRODUCTS PREFERENCE AND/OR USE OF HAWAII PRODUCTS**

It is understood that certain Hawaii products as described in the schedule below are acceptable to be used in this work and that, pursuant to Sections 103D-1002, Hawaii Revised Statutes, which provides preference for Hawaii Products, the bidder proposing to use such Hawaii products must fill in the schedule below.

However, where there are a number of qualifying classes of Hawaii products of a given description, the bidder must indicate on the schedule which class will be furnished by circling the class of the particular Hawaii product that will be used. Otherwise, preference will be given based on the class with the lower percentage.

If the bidder proposes to use Hawaii products, the bidder must so designate in said schedule by entering the cost of such product in the appropriate space provided. Failure on the part of the bidder to designate the use of a Hawaii product will void any preference for that product.

**SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED**

| ACCEPTABLE HAWAII PRODUCTS |              | HAWAII PRODUCTS TO BE USED |   |
|----------------------------|--------------|----------------------------|---|
| <u>Description</u>         | <u>Class</u> | <u>Manufacturer</u>        | <u>Cost FOB Jobsite, Unloaded including Applicable General Excise &amp; use Taxes</u> |
| _____                      | _____        | _____                      | _____   |
| _____                      | _____        | _____                      | _____   |
| _____                      | _____        | _____                      | _____   |

The bidder agrees that preference for Hawaii products shall be taken into consideration to determine the low bidder in accordance to said Sections and rules promulgated; however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

The bidder will be given the Hawaii Products Preference for bid evaluation purposes provided that the bidder has completed the required information in the Schedule of Acceptable Hawaii Products and Designation of Hawaii Products to be used. If a bidder has designated use of a Hawaii Product and fails to provide the product, the contract will become void and no payments will be made.

**RECYCLED PRODUCTS PREFERENCE**

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Bidders are required to complete this section. FAILURE TO COMPLETE THIS SECTION MAY BE SUFFICIENT CAUSE FOR REJECTION OF THE BID.

Only the following products are being considered for the recycled product preference. Please indicate your selection of recycled or non-recycled product by indicating its cost FOB jobsite unloaded in the schedule below, including applicable General Excise & Use Taxes.

| <u>DESCRIPTION</u> | <u>RECYCLED<br/>PRODUCT COST</u> | <u>NONRECYCLED<br/>PRODUCT COST</u> |
|--------------------|----------------------------------|-------------------------------------|
| _____              | \$ _____                         | \$ _____                            |
| _____              | \$ _____                         | \$ _____                            |
| _____              | \$ _____                         | \$ _____                            |
| _____              | \$ _____                         | \$ _____                            |
| _____              | \$ _____                         | \$ _____                            |

The bidder requesting a recycled product preference by his selection above, shall also complete and submit the form “CERTIFICATION OF RECYCLED CONTENT” as shown in the Interim General Conditions and provide all supporting information with this proposal. Additional information may be requested to qualify a product.

The following definitions are applicable to the CERTIFICATION OF RECYCLED CONTENT form:

"Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

"Product" includes materials, manufactures, supplies, merchandise, goods, wares, and foodstuffs.

"Recovered material" means waste material and by-products that have been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. Recovered material does not include those materials and by-products that are generated and normally reused on-site or within original manufacturing processes (such as mill broke, in the case of paper products).

"Recycled content" means the percentage of a product composed of recovered material, or post-consumer recovered material, or both.

"Recycled product" means a product containing recovered material, or post-consumer recovered material, or both.

The bidder agrees that preference for recycled products shall be taken into consideration to determine the low bidder in accordance with said Section and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive any preference.

## **CONDITION OF AWARD**

It is understood that the award of the contract will be made based on the lowest responsible Total Sum Bid selected by the Board of Land and Natural Resources.

It is understood and agreed that the Board of Land and Natural Resources reserves the right to reject any and/or all bids and waive any defects when, in the Board's opinion, such rejection or waiver will be for the best interest of the State of Hawaii. A contractor that has had an award cancelled within the past five years for breach of contract is not qualified for award.

**In the event, all bids exceed available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized in situations where time or economic considerations preclude solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. It is understood and agreed upon that the head of the purchasing agency may delete a portion or all of any item(s) in the proposal at the stated unit or lump sum price as necessary to stay within the available funding. The bidder is responsible to make an earnest effort to represent the actual cost of each item, including all materials, labor, equipment, overhead and profit in their bid proposal to preclude claims of anticipated profit or loss of profit because of an unbalanced bid proposal.**

**It is also understood that if a mutually agreeable cost for the reduced scope of work necessitated by a lack of available funds cannot be agreed upon between the bidder and the head of the purchasing agency within 14 calendar days after the bid opening, then the bid may be rejected in the best interest of the purchasing agency, and the head of the purchasing agency may negotiate in progressive order (lowest to highest) with the next lowest responsible and responsive bidder.**

It is also understood and agreed that the award of the contract shall be conditioned upon funds being made available for this project and further upon the right of the Board of Land and Natural Resources to hold all bids received for a period of sixty (60) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

It is also understood that Notice to Proceed may be delayed up to one (1) year after the bid opening date, and that no additional compensation will be provided for any claim for escalation or delay for issuance of Notice to Proceed on or before that date.

It is also understood and agreed that the quantities given herewith are approximate only and are subject to increase or decrease, and that the undersigned will perform all quantities of work as either increased or decreased, in accordance with the provisions of the Contract Specifications.

It is also understood and agreed that the estimated quantities shown for the items for which a UNIT PRICE is asked in this Proposal are only for the purpose of comparing on a uniform basis, bids offered for the work under this contract, and the undersigned agrees that he is satisfied with and will at no time, dispute said estimated quantities as a means of claims for anticipated profit or loss of profit, because of a difference between the quantities of the various classes of work done or the materials and equipment installed, and the said estimated quantities. On UNIT PRICE bids, payment will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.

After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared. In the comparison of bids, words written in the proposal shall govern over figures and unit prices will govern over totals. Until the award of the contract, however, the right will be reserved to reject all proposals and to waive any defects or technicalities as may be deemed best for the interest of the State.

It is also understood and agreed that liquidated damages in the amount of Fifty dollars (\$50.00) for each

and every calendar day for each container scheduled for service but is not serviced shall be withheld from payments due to the Contractor.

It is also understood and agreed that if this bid is accepted, the successful bidder must enter and execute a contract with the Board of Land and Natural Resources and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

It is also understood and agreed that the successful bidder will provide all necessary labor, materials, tools, equipment, and other incidentals necessary to do all the work and furnish all the materials specified in the contract in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

It is understood that by submitting this proposal, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.

It is understood that by submitting this proposal in accordance with HAR 3-122-192, the undersigned is declaring that the price submitted is independently arrived without collusion.

It is also understood that by submitting this proposal, a Certification for Safety and Health Programs for bids in excess of \$100,000 (in accordance with HRS 396-18), the undersigned certifies that his organization will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).

It is further understood and agreed that the successful bidder shall comply with paragraph 3.1.a "SUBCONTRACTING" of the General Provisions which requires that the contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work embraced in the Contract, except that certain contract items of work, if specifically referred to in the special provisions, will be exempted from said twenty percent requirement.

Compliance with §103-310 HRS. As a condition of award all bidders shall comply with all laws governing entities doing business in the State, including Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security – unemployment insurance); Chapter 386 HRS (worker’s compensation); Chapter 392 HRS (temporary disability insurance); and Chapter 393 HRS (pre-paid health care), and shall produce all documents to the State (DLNR, Engineering Division) required to demonstrate compliance with these subsections. Any bidder making a false affirmation or certification under this subsection shall be suspended and may be debarred from further offerings or awards pursuant to §103D-702 HRS.

**JOINT CONTRACTORS OR SUBCONTRACTORS**  
**TO BE ENGAGED ON THIS PROJECT**

The Bidder agrees that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the required work indicated pursuant to Section 103D-302, HRS. **The Bidder certifies that it and its listed subcontractors or joint contractors together hold all licenses necessary to complete the Work and understands that failure to comply with this requirement may be just cause for rejection of the bid.**

“A” General Engineering Contractors and “B” General Building Contractors are reminded that due to the Hawaii Supreme Court’s January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a

larger project, which would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the “A” and “B” contractor may still bid on and act as the “prime” contractor on an “A” or “B” project (See, HRS § 444-7 for the definitions of an “A” and “B” project.), respectively, the “A” and “B” contractor may only perform work in the areas in which they have the appropriate contractor’s license (*An “A” or “B” contractor obtains “C” specialty contractor’s licenses either on its own, or automatically under HAR § 16-77-32*). **The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project.**

The Bidder shall include the complete firm’s name, license number and subclassification code and description, e.g. C-37: plumbing contractor, of each Joint Contractor or Subcontractor listed below. For projects with Alternate(s), Bidders shall fill out the supplemental schedule and list the Joint Contractor or Subcontractor who will be engaged for the respective Alternate Work. Do not include any Joint Contractor or Subcontractor previously listed.

Bidders shall list only one Joint Contractor or Subcontractor per required specialty contractor’s license.

| Code  | Subclassification Description | License No. | Joint Contractor or Subcontractor (Complete Firm Name) |
|-------|-------------------------------|-------------|--|
| _____ | _____                         | _____       | _____  |
| _____ | _____                         | _____       | _____  |
| _____ | _____                         | _____       | _____  |
| _____ | _____                         | _____       | _____  |
| _____ | _____                         | _____       | _____  |
| _____ | _____                         | _____       | _____  |
| _____ | _____                         | _____       | _____  |
| _____ | _____                         | _____       | _____  |

If a contractor’s license is required by law for the performance of the work which is called for in this bid, the bidder and all subcontractors must have the required license before the submission of the bidder’s proposal in the case of a non-federal aid project, and for federal-aid projects, the bidder must have the required license prior to the award of the project and all subcontractors prior to the start of the subcontracted work.

| COMPLETE FIRM NAME OF JOINT CONTRACTOR OR SUBCONTRACTOR | NATURE AND SCOPE OF WORK TO BE PERFORMED |
|---|--|
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |

Enclosed herewith is a:

- 1. Surety Bond (\*1) )
- 2. Legal Tender (\*2) )
- 3. Cashier's Check (\*3) )
- 4. Certificate of Deposit (\*3) ) in the
- 5. Certified Check (\*3) ) amount
- 6. Official Check (\*3) ) of
- 7. Share Certificate (\*3) )
- 8. Teller's Check (\*3) )
- 9. Treasurer's Check (\*3) )

(Mark Applicable)

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\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

NOTES:

- 1. Surety bond underwritten by a company licensed to issue bonds in this State;
- 2. Legal tender; or
- 3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
  - A. These instruments may be utilized only to a maximum of \$100,000.
  - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- 4. Attach to this page evidence of the authority of this officer to submit bids on behalf of the Company and the names and residence addresses of all officers of the Company.
- 5. Fill in all blank spaces with information asked for or bid may be invalidated. **PROPOSAL MUST BE INTACT, MISSING PAGES MAY INVALIDATE YOUR BID.**
- 6. The items that are not applicable shall be filled as "N/A".

Fill in all blank spaces with information asked for or bid may be invalidated. **PROPOSAL MUST BE INTACT, MISSING PAGES MAY INVALIDATE YOUR BID.**

**End of Proposal**