

PROPOSAL

FOR

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCENA RECREATION

Job No. MA24-06  
MAUI DISTRICT REPAIR OF STREET LIGHTING AND ELECTRICAL SYSTEMS  
VARIOUS LOCATIONS, ISLAND OF MAUI, HAWAII

\_\_\_\_\_, 2024

Engineering Branch  
Division of Boating and Ocean Recreation  
Department of Land and Natural Resources  
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 all contract and solicitation documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to repair lighting and electrical systems at various facilities on the Island of Maui, Hawaii, as required or called for in this Proposal, all according to the true intent and meaning of the Notice to Bidders and Contract Scope of Work, Proposal, Special Provisions, Attorney General’s General Conditions, and any and all addenda for:

Job No. MA24-06  
MAUI DISTRICT REPAIR OF STREET LIGHTING AND ELECTRICAL SYSTEMS  
VARIOUS LOCATIONS, ISLAND OF MAUI, HAWAII

on file in the office of the Engineering Branch for the TOTAL SUM BID (Items 1 to 3) of:

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

and will fully complete all work under this contract within 365 consecutive calendar days from the date of written notice to proceed, including date of said order, said total sum being itemized on the following pages.

## PROPOSAL

| <b>Line Item #1 Street and Area Lighting</b> |            |           |                           |
|--|------------|-----------|---------------------------|
| Hourly Rate                                  | Quantity   |           | Total Line Item Bid Price |
| _____  | per hour X | 150 hours | \$ _____                  |

| <b>Line Item #2 Electrical Repairs</b> |            |           |                           |
|--|------------|-----------|---------------------------|
| Hourly Rate                            | Quantity   |           | Total Line Item Bid Price |
| _____                                  | per hour X | 480 hours | \$ _____                  |

| <b>Line Item #3 Allowance</b>                     |                     |
|---|---------------------|
| See Notice to Bidders and Contract Scope of Work. | <u>\$100,000.00</u> |

| <b>Total Lump Sum Bid</b>         |          |
|-----------------------------------|----------|
| Total of Line Items #1, #2 and #3 | \$ _____ |

| <b>Line Item #4 Contractor Owned Equipment</b> |           |               |
|--|-----------|---------------|
| Item Number                                    | Equipment | Per hour rate |
| a  |           |               |
| b  |           |               |
| c  |           |               |
| d  |           |               |
| e  |           |               |
| f  |           |               |
| Total Line Item #4                             |           | \$ _____      |

Attached a separate sheet if there are more items for Line Item #4

### CONDITION OF AWARD

It is understood that the award of the contract will be made on the basis of the lowest responsible Total Sum Bid for Items #1, #2, and #3. A contractor that has had a contract terminated or cancelled within the past five years for non-performance shall not be qualified to bid on this contract.

It is understood and agreed that the Contract Administrator or Engineer 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.

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 resolicitation 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 Contract Administrator or Engineer 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 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 that Notice to Proceed may be delayed up to three hundred and sixty-five (365) days after the date of bid opening, 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, plus the contract time allowed for performance of work noted on Page P-1 of the [Bid] PROPOSAL form. See SPECIAL PROVISIONS, Section 3.9 for additional requirements.

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 any and 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 (\$50.00) for each and every calendar day in excess thereof prior to completion of the contract shall be withheld from payments due to the Contractor.

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 (workers 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.

It is also understood and agreed that if this Proposal is accepted and the undersigned should fail or neglect to contract as aforesaid, the Contract Administrator or Engineer may determine that the bidder has abandoned the Contract, and thereupon, terminate the contract.

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 name, license number and sub classification 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.

| <u>Code</u> | <u>Subclassification<br/>Description</u> | <u>License No.</u> | <u>Joint Contractor or Subcontractor<br/>(Complete Firm Name)</u> |
|-------------|--|--------------------|---|
|             |  |                    |   |
|             |  |                    |   |
|             |  |                    |   |
|             |  |                    |   |
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|             |  |                    |   |
|             |  |                    |   |
|             |  |                    |   |
|             |  |                    |   |
|             |  |                    |   |

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)

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

Respectfully submitted,

\_\_\_\_\_  
\_\_\_\_\_

Name of Company, Joint Venture  
or Partnership

\_\_\_\_\_  
Contractor's License No.

By

\_\_\_\_\_  
Signature (\*4)

\_\_\_\_\_  
Print or Type Name

Title: \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

E-mail \_\_\_\_\_

Telephone No. \_\_\_\_\_

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".

**End of Proposal**