

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION  
Honolulu, Hawaii

---

BOARD OF LAND AND NATURAL RESOURCES

Dawn N.S. Chang  
Chairperson

CONTRACT SPECIFICATIONS

IFB-25-004-03  
SEALED BIDS FOR FURNISHING REFUSE COLLECTION  
SERVICE FOR THE OAHU DISTRICT FACILITIES

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION  
Honolulu, Hawaii

---

CONTRACT SPECIFICATIONS

---

IFB-25-004-03  
SEALED BIDS FOR FURNISHING REFUSE COLLECTION  
SERVICE FOR THE ALA WAI SMALL BOAT HARBOR, OAHU

TABLE OF CONTENTS

NOTICE TO BIDDERS .....	iii
INFORMATION AND INSTRUCTIONS TO BIDDERS .....	I-1

**The Attorney General's General Conditions (AG008) shall be made a part of the specifications.**

## **NOTICE TO BIDDERS**

(Chapter 103D, HRS)

SEALED BIDS for Job No. IFB-25-004-03 Sealed Offers for Furnishing Refuse Collection Service for the Oahu District Facilities must be received by the Department of Land and Natural Resources, Division of Boating and Ocean Recreation through the State of Hawaii e-Procurement System (HlePRO).

### **SITE INSPECTION**

Prior to submittal of an offer, the Bidder shall inspect the various public facilities to become thoroughly familiarized with existing conditions and the amount and kind of work to be performed. Submission of an offer shall serve as evidence that the Bidder understands the scope of work and shall comply with these specifications. No additional compensation will be made because of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

### **SCOPE OF WORK**

The Contractor shall provide labor, transportation, equipment and refuse containers necessary to collect and dispose of refuse from the Oahu District Facilities in accordance with the specifications, special provisions and the Attorney General terms and conditions.

The Small Boat Harbors (SBH) and launch ramp facilities at the Oahu District that are included are:

Ala Wai SBH  
1651 Ala Moana Boulevard  
Honolulu Hawaii 96815

Keehi Small SBH  
4 Sand Island Access Road  
Honolulu Hawaii 96819

Haleiwa SBH  
66-105 Haleiwa Road  
Haleiwa Hawaii 96712

Waianae SBH  
85-491 Farrington Highway  
Waianae Hawaii 96792

Heeia Kea SBH  
46-499 Kamehameha Highway  
Kaneohe Hawaii 96744

Sand Island Launch Ramp  
10 Sand Island Parkway  
Honolulu HI 96819

### **SERVICE DESCRIPTION**

The Contractor shall provide a total of thirty-six (36) containers located at the Oahu District Harbors and the Sand Island Launch Ramp. The contents in the container shall be properly disposed by the contractor.

The State will not police the dumping of refuse by the public in the containers and will not remove items from the containers. The Contractor shall also not remove items from the container. The Contractor is obligated to dump the contents of the container into

their truck. The driver shall place the bags of refuse that are outside of the container into the container and dump it into the truck. The driver shall take pictures of the container and the refuse in a manner that identifies the container and documents the volume of the refuse for the overage charge.

Contractors shall complete the Excel spreadsheet and upload it along with the Proposal when submitting the bid.

## **SECTION 1**

- The Contractor shall complete the six (6) line items in the “**Bid Price Per Cubic Yard**” column of the “Base/Cost” section of the table.
- The formulas are in the spread sheet so that the “**Subtotal (Sum of Items 1+2+3+4+5+6)**” will be calculated when the Bidder completes the “**Bid Price Per Cubic Yard**” column for the six-line items.
- The Contractor is allowed to invoice the State for overages at the same rate as the “**Bid Price Per Cubic Yard**” in the Proposal. No other charges except those spelled out in the issued Specifications will be allowed.

## **SECTION 2**

- The cost of additional container is calculated from the cost submitted by the Contractor in the Proposal. The Contractor’s Proposal and Excel Spreadsheet use the same equations. The Bidder shall confirm that the corresponding field totals are the same.
- “**Subtotal (Sum of Items 8+9+10+11+12+13)** is calculated when the column on the “**Price Per Additional Container**” column is completed.

The State reserves the right to relocate, add container stations and change collection schedule during the period of this contract within the confines of the property. The cost for the additional container shall be based on the unit pricing for the facility in the Proposal. The contractor shall relocate the containers within the property as a cost that is included the contract. Additional charges for the relocation or substitution of the bins will not be honored.

Any changes in the location or size of the containers or pickup days and times must have prior approval from the Contract Administrator.

**When a holiday falls on a scheduled collection day, the pickup shall be made as scheduled.**

The Contractor shall reschedule a missed pickup as soon as possible see details on “Collection Service” (page vi) and “Failure to Collect on Schedule” (page vii). The amount of refuse that are generated in the harbors do not allow for much leeway in the harbors that are environmentally sensitive and subject to public scrutiny.

## **CONTAINERS**

The Contractor shall provide metal three (3) cubic yard containers with top cover lids which can be easily opened and closed by one individual; be uniform in configuration

and appearance; and easily recognizable as refuse containers. The containers shall have wheels.

The containers are to be painted the same color and shall be properly maintained by the Contractor. The replacement and relocation of containers are included in the cost of the contract. Maintenance shall include but is not limited to painting for good appearance, repairing of damage for safety and prevention of leakage or escape of refuse placed in the containers, periodic clean-up of interior and exterior of containers and keeping them clean and free from obnoxious residual odors, by spraying with disinfectant at every pickup to prevent obnoxious residual odors.

The State also reserves the right to apply paint or markings to any containers.

All containers shall be replaced with fresh, clean containers from the Contractor's base yard as needed or when requested by the Contractor Administrator or his assigned representative.

The Contractor shall mark each container with signage four inches (4") tall that has unique identifying combination of letters and/or numbers for each container on the front and both sides. The Contractor shall provide a list of the identifying numbers and the locations of the containers within ten calendar days of the Notice To Proceed. The State shall be notified when a container and/or the number is changed.

Contractor shall have the front of each container printed as follows: "DUMPING OILS, PAINT, FUEL, GAS, WOOD, DEAD MARINE LIFE, TIRES AND METAL IS PROHIBITED". The signage does not absolve the Contractor from the obligation of dumping the contents of the container. The Contractor shall dump the contents of the container in the truck as part of the contract. The State's obligation does not include enforcement of the dumping of prohibited materials in the containers unless law enforcement officers witness the violation. The only other printing that may appear on the containers shall serve to identify ownership of the containers. Any other printing appearing on the containers shall receive prior approval from the Contract Administrator. Containers shall not contain any advertising. The containers may have the Contractor's name and contact information.

The State will not be liable for damages to the refuse containers provided by the Contractor or for any damages caused by the containers.

### **CONTAINER MAINTENANCE**

1. Contractor shall keep containers in good repair and appearance at Contractor's expense. Any container deemed by the Contract Administrator to be undesirable shall be replaced with an acceptable container on or before the next scheduled pickup. The replacement and relocation of containers are included in the cost of the contract.
2. Contractor shall spray or rinse containers with a germicidal disinfectant at every pickup, and when necessary, clean out, hose down and disinfect any container that is found to be soiled with wet rubbish or food refuse.

3. Contractor shall lubricate movable parts (hinges, casters, etc.) when necessary.

The Contractor is expected to keep the containers in good repair, respectable appearance, and in sanitary condition. If fails to maintain the containers in acceptable conditions the Contract Administrator will notify the Contractor. The Contractor shall replace the deficient containers with those acceptable to the Contract Administrator by the next scheduled pickup and shall also respond in writing within seven (7) calendar days of the action taken to correct deficiency.

Repeated failure by Contractor to correct container deficiencies on a timely basis, or to respond shall result in Liquidated Damages (LD) charges or contract termination for cause.

**COLLECTION SERVICE**

Contractor shall collect refuse from the various refuse pickup areas as specified herein and with the following stipulations:

1. Containers shall be emptied completely during collections. The transfer of refuse from container(s) to refuse collection trucks shall be performed with a minimum of spillage, pollution of the atmosphere or surrounding area. The refuse collection truck shall be constructed so that refuse therein shall be well confined without any leakage, spillage, or loss of refuse during transit.
2. If the container is filled, the Contractor shall ensure that all refuse stacked on the ground adjacent to container is picked up. Photographs of the additional refuse must be provided and include the unique identifying combination of letters and/or numbers for the container must be submitted with the invoice. The volume of the overage must also be documented. The contractor may bill only for the charges in the Specifications. If the photograph or does not meet this criterion the invoice will not be accepted.
3. Contractor shall conduct work at the Small Boat Harbors in a manner, which will result in minimal interference to the safety, welfare, and convenience of the public and harbor’s operations.
4. Service days and times for all facilities are as follows:

Ala Wai SBH	Monday / Wednesday / Friday	Between 7:00am through 4:00pm	15 containers
Haleiwa SBH	Monday / Wednesday / Friday	Between 7:00am through 4:00pm	3 containers
Heeia Kea SBH	Monday / Wednesday / Friday	Before 6:00 am	5 containers

Keehi SBH	Monday / Wednesday / Friday	Between 7:00am through 4:00pm	8 containers
Waianae SBH	Monday / Wednesday / Friday	Between 7:00am through 4:00pm	4 containers
Sand Island Ramp	Monday / Wednesday / Friday	Between 7:00am through 4:00pm	1 container

**CLEAN-UP**

Contractor shall clean up the container areas to keep them free of debris and rubbish. The areas shall be left in a clean and sanitary manner with empty refuse containers replaced at their stations in a condition that will be safe and accessible to the users.

The Contractor shall have procedures and equipment in place to prevent any environmental violations. Run off from cleaning the containers shall be the sole responsibility of the Contractor.

**REFUSE DISPOSAL**

Contractor shall dispose of all refuse collected at the areas designated herein. Disposal shall be made at the disposal sites that meet the requirements of Federal, State and Honolulu City and County ordinances and regulations applicable to refuse disposal.

**VEHICLE LISTING AND STANDARDS**

All vehicles shall be subject to periodic inspection by the State. All vehicles must meet and comply with all applicable Rules and Regulations prescribed by the City and County of Honolulu, the State of Hawaii, and the U.S. Government and the rules of the Division of Boating and Ocean Recreation.

Any vehicle failing to meet the safety standards or found to be mechanically unsafe shall be removed from service and repaired. Any refusal to correct or repair discrepancies shall result in termination of the contract.

**LIQUIDATED DAMAGES**

Liquidated Damages are fixed at the sum of One Hundred and Fifty DOLLARS (\$150.00) per each 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.

**FAILURE TO COLLECT ON SCHEDULE**

If the Contractor should fail to properly service any container during the regular scheduled collection, the following assessment will be made against him as liquidated damages:

Before imposing liquidated damages, the State will notify the Contractor by phone and/or email of his/her deficiency or failure to perform. "Make-up" collection shall be made at no additional cost to the State. Further, the State will not pay for any missed collection which the Contractor fails to "make-up" within the allowed two (2) hours period. If the Contractor does not take remedial action within two (2) hours after such notification, he will make adjustment in the billing.

### **AWARD OF CONTRACT**

The award, if made, shall be to the responsive, responsible Bidder submitting the lowest Total Sum Bid Price. Bidders must complete all items on the Proposal Form and the Excel spreadsheet. The Bidders must submit these, and any other items called for in the Specifications to be considered for award. The award of the contract will be subject to the availability of funds.

### **TERM OF CONTRACT**

The term of contract shall be for a twelve (12) month period commencing from the official date called out in the Notice to Proceed.

Unless terminated, the contract may be extended without re-bidding, upon agreement in writing between the State and the Contractor, prior to the expiration date, for not more than five (5) additional twelve (12) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract. The State may exercise the option to extend the time of the Supplemental Contract over a year should it be in the State's best interest and funds are available.

The Contractor or the State may terminate any extended contract period at any time upon ninety (90) days prior written notice.

### **RESPONSIBILITY OF OFFERORS**

All procurements \$2,500.00 or more will require Hawaii Compliance Express (HCE) proof of vendor compliance or individual compliance documents from the respective agencies prior to the award. If the HCE certificate or individual compliance documents are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. The Contractor shall be HCE compliant by ten (10) calendar days after the Bids are closed. The Contractor shall remain in compliance for the duration of the contract.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

### **STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

Bidders are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offeror is further advised in the event of an increase in wages for public employees performing similar work during the period of the contract, Offeror shall be obliged to provide wages not less than those increased wages.

Offeror shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Offeror may meet this obligation by posting a notice to this effect in the Offeror's place of business in an area accessible to all employees, or the Offeror may include such notice with each paycheck envelope furnished to the employee.

To assist the bidder in determining whether the work of his/her employees are to perform under this contract is like that performed by public employees, attached are class specifications for public employee positions that perform refuse collection services.

**Job Class**

- Refuse Collector (BC05)
- Truck Driver – Laborer (BC05)
- Truck Driver (BC06)
- Heavy Truck Driver (BC07)

The position descriptions and compensation rates can be found at <http://hawaii.gov/hrd>. The Bidder should consider the wage rates when preparing a quote.

**PRICE ADJUSTMENT BY THE STATE**

**Change in the Number of Pickups or Containers:**

The total contract price is based on the maximum amount of refuse that is estimated to be generated for the contract period. The State reserves the right to increase or decrease the number of pickups and/or containers provided to the harbors and launch ramp. Such increases and decreases shall be made only upon written authorization/contract modification for permanent changes to the current collection schedule or by purchase order for instances such as extra pickups, extra bins, etc., not specified herein or not added to the contract-by-contract modification by the Contract Administrator. All additional cost resulting from changes in refuse pickups, or the number of refuse bins shall be computed based the price in the Proposal.

Also, if any scheduled collection is not made as per the Collection Schedule of the Specifications, deduction in cost will be based on the price in the Proposal.

**New Locations:** The State reserves the right to add to the contract new locations within a district. The new locations shall be serviced only upon authorization by the Procurement Officer and the additional cost per month shall be calculated based on the bid price per cubic yard.

**Emergency Calls:** Contractor agrees to make unscheduled collections, when requested by the Contract Administrator. Such "emergency calls" shall be completed within twenty-four (24) hours after notification. Contract price per cubic yard will be used as the basis for "emergency call" charges unless such charges are modified by

agreement at the time of the emergency to account for the additional expense, if any, incidental to making a special pickup.

## **OFFEROR QUALIFICATION**

### **Office Location:**

Contractor shall have a permanent office location from where they conduct business and where they will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Offeror's permanent office location shall be stated on the Offer Form.

## **REQUIRED LICENSE**

The Bidder shall provide a copy of their City and County of Honolulu Haulers License.

## **PERMITS, LICENSED, AND TAXES**

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

## **INVOICING**

Contractor shall submit original and three copies of the invoice to the following address:

Department of Land and Natural Resources  
Division of Boating and Ocean Recreation  
Oahu District Office  
4 Sand Island Access Road  
Honolulu Hawaii 96819

The invoices should reference both the contract number and the IFB number. The contractor shall invoice the State monthly for work done in the previous month. The Contractor shall issue a separate invoice for each facility and include the number of pickups that the Contractor performed.

Refuse that is outside of the bins and is transferred into the container shall be measured and invoiced separately in one invoice per facility. This invoice shall only address refuse that is outside the bins during the previous month. If there is more than one bin the locations, date and time of incidents shall be identified. Photos that are date stamped showing the overages (volume) and the container (with the identifying number) with the refuse shall be attached to the invoice. The photos may be hard copy or electronic. If the Vendor elects to provide the photos by electronic media, it shall be on a CD, DVD, or a flash drive. The photos shall be in JPEG format.

"Certificate of Vendor Compliance", issued through the Hawaii Compliance Express system or individual compliance documents are acceptable for final payment requirements.

**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. This individual shall administer the Contract after it is awarded.

James Horikawa  
Superintendent Construction and Maintenance  
4 Sand Island Access Road  
Honolulu, Hawaii 96819  
Telephone: (808)-832-0185  
Facsimile: (808)- 832-0186

**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, Department of Land and Natural Resources,

Division of Boating and Ocean Recreation, 4 Sand Island Access Road, Honolulu, Hawaii 96819."

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.

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 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 or 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.

#### **CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this solicitation the 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.

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

## **PROPOSAL FORM**

The Bidder shall submit its Proposal using Bidder'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 the Proposal Form. Failure to do so may delay proper execution of the contract.

The bidders shall upload a copy of the completed Proposal Form and the Excel spreadsheet to the HlePro web site. The bidder shall retain the original signed hard copy of the Proposal Form and submit it within ten days of the Award along with the required submittals. The authorized signature on the Proposal Form shall be an original 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 Bidder's intent to be bound by a contract with the State of Hawaii.

Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses, and fees incurred to provide services specified herein.

## **BONDING**

The bidder must provide a Bid Bond when submitting the Bid in HlePro. The Bid Bond shall be as specified in Hawaii Revised Statutes 103D-323 and the Procurement Rules under Subchapter 24.

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. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

## **ACCEPTANCE OF PROPOSAL**

The acceptance of the Proposal, 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 a minimum of one hundred ninety (190) day period or a longer period as may be allowed upon mutual agreement of the parties.

## **AWARD**

The State shall award the contract to the lowest responsive and responsible Bidder upon the submittal of all the contract documents. The Apparent Low Bidder has ten days to furnish the State with the submittals. The Contractor's submittals include Insurance Certification and Bonding (if applicable). The award of the contract will be subject to the availability of funds.

## **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.

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.

The State shall confirm that the goods, materials, or services were received in satisfactory condition before certifying the invoices.

### **INSPECTION**

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

### **RE-EXECUTION OF WORK**

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply; the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

### **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of its employees from services rendered to the State, upon request in writing by the Contract Administrator.

### **RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, in addition to the recourse stated in the AG-008 General Conditions, 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.

### **TERMS AND ACRONYMS USED HEREIN**

Contract Officer	=	The contracting officer for the State of Hawaii Department of Land and Natural Resources.
State	=	All agencies participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.

DLNR	=	Department of Land and Natural Resources, located at 1151 Punchbowl Street, Room, 130, Honolulu, Hawaii 96813
DBOR	=	Division of Boating and Ocean Recreation, located at 4 Sand Island Access Road, Honolulu, Hawaii 96819
Bidder, Offeror or Contractor	=	Any individual, partnership, firm, corporation, joint venture, other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated
CA	=	Contract Administrator
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
GC	=	AG-008 General Conditions
RFQ	=	Request for Quote
IFB	=	Invitation for Bid
Project Assignment	=	A work order. An assignment of a specific task under the Contract.
GET	=	General Excise Tax
HlePro	=	Hawaii Electronic Procurement System

## **AUTHORITY**

This solicitation 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.

## **PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; 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. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to:

Procurement Officer  
DLNR, DBOR  
4 Sand Island Access Road  
Honolulu Hawaii 96813

**END OF NOTICE TO BIDDERS**

# INFORMATION AND INSTRUCTIONS TO BIDDERS

## CONTENTS

		<u>Page</u>
A	Project Location and Scope of Work .....	I-2
B	Sealed Proposals .....	I-2
C	General Conditions .....	I-2
D	Proposal Form .....	I-2
E	Omissions or Erasures .....	I-2
F	Notice of Intent to Bid and Questionnaire.....	I-2
G	Bid Security .....	I-2
H	Contractor's License Required.....	I-2
I	Irregular Bids .....	I-3
J	Withdrawal of Bids .....	I-3
K	Successful Bidder to File Performance and Payment Bonds .....	I-3
L	Number of Executed Original Counterparts of Contract Documents .....	I-3
M	Change Orders .....	I-3
N	Wages and Hours .....	I-3
O	Permits.....	I-3
P	Property Damage.....	I-4
Q	Time .....	I-4
R	Bidder's Responsibility to Provide Proper Superintendence .....	I-4
S	Liquidated Damages .....	I-4
T	Hiring of Local Labor .....	I-4
U	Water and Electricity .....	I-4
V	Public Convenience and Safety .....	I-5
W	Work to be Done Without Direct Payment .....	I-5
X	As-Built Drawings .....	I-5
Y	Asbestos Containing Materials .....	I-5
Z	Worker Safety.....	I-5
AA	Toilet Facilities .....	I-5
BB	Signs .....	I-5
CC	Field Office for Department .....	I-6
DD	Quantities .....	I-6
EE	Other Health Measures .....	I-6
FF	Hawaii Business Requirement .....	I-6
GG	Compliance With §3-122-112 HAR .....	I-6

## INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. PROJECT LOCATION AND SCOPE OF WORK: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. SEALED PROPOSALS Bidders shall submit their “Sealed Bid” through the Hawaii Electronic Procurement System (HIePRO).
- C. GENERAL CONDITIONS: The AG-008 shall become part of these contract specifications and are referred to hereafter as the General Conditions.
- D. PROPOSAL FORM: The Bidders shall download the Proposal form from the electronic file on the HIePRO website. The Bidders shall fill in, sign and date the Proposal form and upload it to the HIePRO website when the bid is submitted. The Bidder shall submit the entire current form. An incomplete or incorrect form shall not be accepted, and the Bidder is not qualified for award.
- E. OMISSIONS OR ERASURES: Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources (Board).
- F. NOTICE OF INTENT TO BID AND QUESTIONNAIRE: A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a standard questionnaire. When required, the completed questionnaire shall be submitted to the Contract Administrator for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. BID SECURITY: Bid security is required.
- H. CONTRACTOR'S LICENSE REQUIRED: The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto.
- I. IRREGULAR BIDS: No irregular bids or propositions for doing the work will be considered by the Board.
- J. WITHDRAWAL OF BIDS: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS: The successful bidder will be required to file performance and payment bonds each; in the amount equal to the total contract price, including amounts estimated to be required for extra work.
- L. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: The Contractor shall furnish an original copy of the completed Contract documents, the Proposal, insurance document and performance and payment bonds.
- M. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and/or specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Contract Administrator and

in accordance with sub-section 4.2 of the General Conditions.

The Contractor shall clearly identify and inform the Contract Administrator in writing of any deviations from the contract documents at the time of submission and shall obtain the Contract Administrator's written approval to the specified deviation prior to proceeding with any work.

- N. WAGES AND HOURS: Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate more than the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or more than eight (8) hours each day without the written consent of the Contract Administrator. The Contractor shall pay for all inspection administrative costs if the Contractor be granted is permission for overtime work. No work shall be done at night unless authorized by the Contract Administrator.

- O. PERMITS: The State will process permit applications whenever possible, and the Contractor shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and licenses, and pay all charges and fees. In all cases, the Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.
- P. PROPERTY DAMAGE: It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

- Q. TIME: The time of completion is specified in the Proposal. It is the Board's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

Prospective bidders are reminded that the State has the option to proceed with or abandon a project depending on whether the project can be completed for occupancy in the specified time.

It is the bidder's responsibility to check the availability of all materials before bidding. The bidder shall select sub-contractors and suppliers who can warrant availability and delivery of all specified or qualified materials to assure project completion within the specified time.

The successful bidder must assume all risks for completing the project by the specified date. There shall be no extension of time for any reason except for delays caused by acts of God, labor disputes involving unions, or actions of the State. If for any reason the project falls behind schedule, the Contractor shall at its own cost, take necessary remedial measures to get the project back on

schedule, i.e., working overtime, air freighting all materials, etc. In addition, if the Contractor fails to fully complete the project by the completion date, Contractor will be required to make the facility usable at its own cost.

- R. BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE: The successful low bidder shall designate in writing to the Contract Administrator the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Contract Administrator in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Contract Administrator shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

- S. LIQUIDATED DAMAGES: Liquidated damages in the amount specified in the Proposal will be assessed for each calendar day as stated in the Contract for the completion of the project or task.
- T. HIRING OF LOCAL LABOR: The Contractor shall hire local labor whenever practicable.
- U. WATER AND ELECTRICITY: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.
- V. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall operations with due regard to the convenience and safety of the public. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain necessary precautions for the protection safety of the public. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- W. WORK TO BE DONE WITHOUT DIRECT PAYMENT: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.
- X. AS-BUILT DRAWINGS: Not applicable
- Y. ASBESTOS CONTAINING MATERIALS: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free
- Z. WORKER SAFETY: The Contractor shall provide and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- AA. TOILET FACILITIES: Not applicable
- BB. SIGNS: Not applicable.

CC. FIELD OFFICE AREA FOR DEPARTMENT: Not applicable

DD. QUANTITIES: All bids will be compared based on quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Board reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.

EE. OTHER HEALTH MEASURES: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.

FF. HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT:

Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.

GG. COMPLIANCE WITH ACT 190, SHL 2011, (SB 758) Amendment to HRS § 103D-310(c)

All procurements \$2,500.00 or more will require Hawaii Compliance Express (HCE) proof of vendor compliance prior to the award or purchase. Individual compliance documents not produced by HCE are acceptable. If the HCE certificate or the individual original documents are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award.

**END OF NOTICE TO CONTRACTORS**