

P R O P O S A L

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

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

_____ 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, AG-008 General Conditions and any and all addenda for:

IFB-25-004-03

SEALED BIDS FOR FURNISHING REFUSE COLLECTION
SERVICE FOR THE OAHU DISTRICT FACILTIES

that is on file in the office of the Division of Boating and Ocean Recreation for the TOTAL SUM BID (Line item15) 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).

Bidder 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:

Name : _____
(Please type or Print)

Authorized Signature

Telephone No.: _____ - _____ - _____

Title (Please type or Print)

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:

PROPOSAL

The following bid is hereby submitted for Refuse Collection Service for Small Boat Harbors on the island of Oahu, as specified herein:

SECTION 1

The Bidder shall complete the "Bid Price Per Cubic yard" column, multiply by the number of cubic yards to arrive at the "Bid Price Subtotal". The "Bid Price Subtotal" is added by the 20 percent factor for each of the six (6) line items.							
	Bid Price Per Cubic Yard		Cubic Yards		Bid Price Subtotal		
1. Ala Wai	\$ _____	X	7020.0 0	=	\$ _____	+ 20% =	\$ _____
2. Haleiwa	\$ _____	X	1404.0 0	=	\$ _____	+ 20% =	\$ _____
3. Heeia Kea	\$ _____	X	2340.0 0	=	\$ _____	+ 20% =	\$ _____
4. Keehi	\$ _____	X	3744.0 0	=	\$ _____	+ 20% =	\$ _____
5. Sand Island	\$ _____	X	468.00	=	\$ _____	+ 20% =	\$ _____

6.Waianae	\$ _____	X	1872.0 0	=	\$ _____	+ 20% =	\$ _____
7.Subtotal (Sum of Items 1+2+3+4+5+6)							\$ _____

SECTION 2

The Bidder shall complete the six (6) line items in the "Price Per additional Container" column.

<u>Facility</u>	<u>Price Per Additional Container</u>
8.Ala Wai	\$ _____
9.Haleiwa	\$ _____
10.Heeia Kea	\$ _____
11.Keehi	\$ _____
12.Sand Island	\$ _____
13.Waianae	\$ _____
<u>14. Subtotal (Sum of Items 8+9+10+11+12+13)</u>	\$ _____

<u>7.Subtotal (Sum of Items 1+2+3+4+5+6)</u>	\$ _____
<u>14.Subtotal (Sum of Items 8+9+10+11+12+13)</u>	\$ _____
<u>15.Total Sum Bid Price</u>	\$ _____

City and County of Honolulu Refuse Collection License No.: _____

Percentage of bid price per cubic yard that represents labor costs: _____%

Are services to be rendered by company employees similar or equal to public employees referenced in employee classification descriptions. Yes No

If yes, list similar positions: _____

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:	_____	_____	_____
	_____	_____	_____

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, 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 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 (Bid Price Per Cubic Yard) 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 one hundred fifty dollars (\$150.00) for each 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 and/or Contract Administrator 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 of Hawaii 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 has 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 \$100,000.00 (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 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 (20%) 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)
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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

Mark Applicable

Enclosed herewith is a:

- | | | | |
|-------------------------------------|--------------------------|---|-------------|
| 1. Surety Bond (*1)_____ | <input type="checkbox"/> |) | |
| 2. Legal Tender (*2)_____ | <input type="checkbox"/> |) | |
| 3. Cashier's Check (*3)_____ | <input type="checkbox"/> |) | |
| 4. Certificate of Deposit (*3)_____ | <input type="checkbox"/> |) | in the |
| 5. Certified Check (*3)_____ | <input type="checkbox"/> |) | amount |
| 6. Official Check (*3)_____ | <input type="checkbox"/> |) | of \$ _____ |
| 7. Share Certificate (*3)_____ | <input type="checkbox"/> |) | |
| 8. Teller's Check (*3)_____ | <input type="checkbox"/> |) | |
| 9. Treasurer's Check (*3)_____ | <input type="checkbox"/> |) | |

NOTES:

Please 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.

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