PROPOSAL

FOR

DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
State of Hawaii

Job No. DOAO-12
Waiahole Water Systems
SCADA and Miscellaneous Improvements
Waiahole, Oahu, Hawaii

_____, 2016

Chief Engineer
Agricultural Resource Management Division
Department of Agriculture
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 Plans and Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to replace existing open concrete ditches with SRPE 84-inch drain pipe and install SCADA systems, supported by PV or HECO service, to monitor flow along the existing Waiahole Irrigation System and related work 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, Interim General Conditions, Plans, and any and all addenda for:

Job No. DOAO-12
Waiahole Water Systems
SCADA and Miscellaneous Improvements
Waiahole, Oahu, Hawaii

on file in the office of the Agricultural Resource Management Division, for the TOTAL BASE BID (Items 1 to 23) of:

_____

_____Dollars ($_____)
and will fully complete all work under this contract within 300 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

BASE BID

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
			SCADA 1		
1.		LS	Erosion Control and Best Management Practices (BMP's), including silt fencing, stabilized construction ingress/egress, erosion control hydromulching & grassing, installation and maintenance over length of the Contract period, in place complete.		$_____
2	1	LS	Furnishing and installing all materials, equipment and other incidentals necessary, inclusive of the electrical SCADA System Equipment (PLC, Wood Pole, Radio Equipment, Cabinet, Conduits, Cables & Appurtenances), flow meter and mounting and appurtenances, testing, and all incidental and appurtenant work.		$_____
			SIPHON B		
3	1	LS	Erosion Control and Best Management Practices (BMP's), including silt fencing, stabilized construction ingress/egress, erosion control hydromulching & grassing, installation and maintenance over length of the Contract period, in place complete.		$_____
4	1	LS	Temporary By-pass, installation and maintenance over length of the Contract period, in place complete.		$_____
5	1	LS	290 LF Steel Reinforced Polyethylene (SRPE) pipe, 84-inch diameter, in place complete		$_____

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
6	1	LS	290 LF Concrete Cap		$_____
7	2	Ea	Concrete Headwall, in place complete	$_____	$_____
			SCADA 2 – Siphon "C"		
8	1	LS	Erosion Control and Best Management Practices (BMP's), including silt fencing, stabilized construction ingress/egress, erosion control hydromulching & grassing, installation and maintenance over length of the Contract period, in place complete.		$_____
9	1	LS	Furnishing and installing all materials, equipment and other incidentals necessary, inclusive of the electrical SCADA System Equipment (PLC, Solar Panel, Steel Pole, Radio Equipment, Cabinet, Conduits, Cables & Appurtenances), flow meter and mounting and appurtenances, testing, and all incidental and appurtenant work.		$_____
			Nehoa Apartments		
10	1	LS	Erosion Control and Best Management Practices (BMP's), including silt fencing, stabilized construction ingress/egress, erosion control hydromulching & grassing, installation and maintenance over length of the Contract period, in place complete.		$_____
11	1	LS	Demolition and Removal of Concrete Bridges as required to construct New Improvements		$_____
12	1	LS	Temporary By-pass, installation and maintenance over length of the Contract period, in place complete.		$_____
13	1	LS	1072 LF Steel Reinforced Polyethylene (SRPE) pipe, 84-inch diameter, in place complete		$_____

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
14	1	LS	1072 LF Concrete Cap		$_____
15	2	Ea	Concrete Headwall, in place complete	$_____	$_____
			SCADA 3 – Siphon "D"		
16	1	LS	Erosion Control and Best Management Practices (BMP's), including silt fencing, stabilized construction ingress/egress, erosion control hydromulching & grassing, installation and maintenance over length of the Contract period, in place complete.		$_____
17	1	LS	165 LF of 6' High Chainlink Fence and 12'-Wide Chainlink Double-Swing Vehicular Gate , in place complete		$_____
18	1	LS	6'-High, 12'-Wide Chainlink Double-Swing Vehicular Gate , in place complete		$_____
19	1	LS	Furnishing and installing all materials, equipment and other incidentals necessary, inclusive of the electrical SCADA System Equipment (PLC, Solar Panel, Steel Pole, Radio Equipment, Cabinet, Conduits, Cables & Appurtenances), flow meter and mounting and appurtenances, testing, and all incidental and appurtenant work.		$_____
			SCADA 4 – Kunia Road		
20	1	LS	Erosion Control and Best Management Practices (BMP's), including silt fencing, stabilized construction ingress/egress, erosion control hydromulching & grassing, installation and maintenance over length of the Contract period, in place complete.		$_____
21	1	LS	Furnishing and installing all materials, equipment and other incidentals necessary, inclusive of the electrical		

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
			SCADA System Equipment (PLC, Wood Pole, Radio Equipment, Cabinet, Conduits, Cables & Appurtenances), flow meter, testing, and all incidental and appurtenant work.		$_____
			DOA Halawa Office		
22	1	LS	Furnishing and installing all materials, equipment and other incidentals necessary, inclusive of the electrical SCADA System Equipment (Computer, Radio Equipment, Steel Pole, Cabinet, Conduits, Cables & Appurtenances), testing, and all incidental and appurtenant work.		$_____
23	1	ALLOW	Contractor shall submit plans to State Historic Preservation Division (SHPD), and obtain SHPD approval prior to construction.		$50,000

TOTAL BASE BID $_____

HAWAII PRODUCTS PREFERENCE AND/OR USE OF HAWAII PRODUCTS

In accordance with Act 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Bidders offering a Hawaii product ("HP") shall identify the HP in the table below.

Persons desiring to qualify their product(s) not currently on the Hawaii Product List, shall complete Form SPO-38, *Certification for Hawaii Product Preference*, and submit the completed form no later than the deadline specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference. One form shall be completed and submitted for each product. Form SPO-38 is available at http://Hawaii.gov/spo/goods-services-construction/preferences-103d-pt-x/hi-products/hawaii-product-preferences

For the purpose of selecting the low bid when a solicitation contains both HP and non-HP, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP item(s) offered. The lowest total offer, taking the preference into consideration, shall be awarded the contract, unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

In the event of any change that materially alters the bidder's ability to supply the Hawaii product(s), the bidder shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purpose of revising the contract or terminating the contract for convenience.

Item No.	Pre-Approved Hawaii Product Description & Manufacturer	Class (I or II)	Quantity	Unit Measure	Unit Price	Total Price

RECYCLED PRODUCTS PREFERENCE

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Please indicate your recycled or non-recycled product by indicating its cost FOB jobsite unloaded in the schedule below, including applicable General Excise & Use Taxes.

DESCRIPTION	RECYCLED PRODUCT COST	NONRECYCLED PRODUCT COST
_____	$_____	$_____
_____	$_____	$_____
_____	$_____	$_____
_____	$_____	$_____

The bidder requesting a recycled product preference 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 on the basis of the lowest responsible Total Base Bid (Items 1 to 23) selected by the Department of Agriculture. Write the total of bid items 1 to 23 on page P-1.

It is understood and agreed that the Department of Agriculture 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 Department of Agriculture 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 <u>actual number of units</u> 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 FIVE HUNDRED AND NO/100 ($500.00) 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 if this bid is accepted, the successful bidder must enter into and execute a contract with the Department of Agriculture 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 (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.

RECEIPT OF ADDENDA

The bidder also acknowledges receipt of any and all addenda issued by the Agricultural Resource Management Division, by recording the date of receipt of the respective addenda in the space provided below:

Addendum	Date Received	Addendum	Date Received
No. 1	_____	No. 5	_____
No. 2	_____	No. 6	_____
No. 3	_____	No. 7	_____
No. 4	_____	No. 8	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted.

It is also understood and agreed that if this Proposal is accepted and the undersigned should fail or neglect to contract as aforesaid, the State may determine that the bidder has abandoned the Contract, and thereupon, forfeiture of the security accompanying his proposal shall operate and the same shall become the property of the State.

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. 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 certifies that the completed listing of joint contractors or subcontractors fulfills the requirements for the project and the Bidder, together with the listed subcontractors or joint contractors have all the specialty contractor's licenses to complete the work, except as provided for in HRS §103D-302(b). Failure of the Bidder 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.

General Engineering "A" Contractors automatically have these "C" specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b and C-61.

General Building "B" Contractors automatically have these "C" specialty contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a and C-42b.

In completing the Joint Contractors or Subcontractors List, describe the specialty contractor's nature and scope of work to be performed for this project and provide the complete firm name of the joint

contractor or subcontractor in the respective columns. If the Bidder is a general contractor providing the work of a required specialty contractor, whose license is not automatically held pursuant to HAR 16-77-32, fill in the Bidder's (general contractor's) name and nature and scope of work to be performed on this project.

List only one joint contractor or subcontractor per required specialty contractor's classification, unless within the same specialty, the work of each joint contractor or subcontractor can be described so that there is no overlap in work descriptions.

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)	)	

(Cross Out Those Not Applicable)

_____

_____Dollars ($_____)

as required by law.

Respectfully submitted,

_____
Name of Company, Joint Venture
or Partnership

_____
Contractor's License No.

By _____
Signature (*4)

Title _____
Print Name _____
Date _____
Address _____
_____
Telephone No. _____

E-Mail Address _____

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. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company and also 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.

End of Proposal