

**HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION**

HONOLULU RAIL TRANSIT PROJECT

**AIRPORT SECTION GUIDEWAY SEVEN- (7) PIER
CONSTRUCTION CONTRACT**

REQUEST FOR SEALED BIDS

RFB-HRT-768909

JULY 09, 2014

QUESTIONS RELATING TO THIS SOLICITATION, CONTACT:

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
1099 ALAKEA STREET, SUITE 1700
HONOLULU, HAWAII 96813
ATTN: PROCUREMENT DIVISION
transitmailbox@honolulu.gov

Honolulu Rail Transit Project

**NOTICE TO OFFERORS
REQUEST FOR SEALED BIDS
FOR
HONOLULU RAIL TRANSIT PROJECT
AIRPORT SECTION GUIDEWAY SEVEN- (7) PIER CONSTRUCTION CONTRACT**

RFB-HRT-768909

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

This procurement is being conducted in accordance with Hawaii Revised Statutes (“HRS”) Section 103D-302 and Hawaii Administrative Rules (“HAR”) Chapter 3-122, subchapter 5.

Sealed bids will be accepted up to 2:00 p.m., Hawai'i Standard Time (“HST”), August 8, 2014, addressed or hand-delivered to the Offices of the Honolulu Authority for Rapid Transportation (HART), 1099 Alakea Street, **Suite 1700**, Honolulu, Hawai'i, 96813, Attn: Procurement Division.

Sealed bids will be publicly opened at 2:15 p.m., HST, August 8, 2014, at 1099 Alakea Street, **Suite 150**, Honolulu, Hawaii, 96813.

Pursuant to Chapter 103D-303.5 of the Hawai'i Revised Statutes, a pre-bid conference will be held on July 14, 2014 at 1:30 p.m. at 1099 Alakea Street, **Room 150**, Honolulu, Hawaii 96813. All interested Offerors, subcontractors, and union representatives are invited to attend.

Because the Honolulu Rail Transit Project (H RTP) is being funded with Federal assistance, the selected Offeror is expected to comply with applicable Federal Transit Administration (FTA) requirements.


for _____
DANIEL A. GRABAUSKAS
Executive Director and CEO
Honolulu Authority for Rapid Transportation

INSTRUCTIONS TO OFFERORS

1.0 PROJECT OVERVIEW

This Request for Sealed Bids (“RFB”) is issued by and for the Honolulu Authority for Rapid Transportation (“HART”) to solicit bids for the Airport Section Guideway Seven- (7) Pier Construction Contract (“Project”).

1.1 H RTP Description

The H RTP will provide high-capacity rapid transit service in the travel corridor between East Kapolei and Ala Moana Center. This corridor includes the majority of housing and employment on O’ahu. The north-south width of the corridor is a maximum of four (4) miles, with the corridor constrained by the Ko’olau and Wai’anae Mountain Ranges to the north and Pacific Ocean to the south.

The H RTP is described in the Final Environmental Impact Statement (“FEIS”) as the design, construction and operation of a twenty (20) mile grade-separated fixed guideway transit system between East Kapolei and Ala Moana Center. All parts of the guideway will be elevated, except near Leeward Community College where it will be at-grade. The system will incorporate steel wheel on steel rail technology. The H RTP includes twenty-one (21) stations, one (1) Maintenance and Storage Facility (“MSF”), and eighty (80) light metro vehicles and associated core systems.

The FEIS was released in June 2010 and a Final Supplemental EIS and Amended Record of Decision (“ROD”) was released in September 2013. The FEIS and additional information on the H RTP can be found at <http://honolulutransit.org>.

1.2 Project Description; Technical Specifications

The Summary of the Project is described in the Special Provisions, and the specifications and details of this Project are found in the attached technical specifications and drawings.

The Drawings and Technical Specifications and the HART Programmatic Environmental Hazard Evaluation and Environmental Hazard Management Plan (EHE-EHMP) for this RFB are too large in file size to post online. Copies of the DVDs are available for pickup at:

Honolulu Authority for Rapid Transportation (HART)
1099 Alakea Street, Suite 1700
Honolulu, Hawaii 96813

2.0 TERM OF THE CONTRACT

The Substantial Completion Date for the Project shall be February 28, 2015. Note, the Contractor’s access to the Site to perform the construction Work is December 1, 2014, unless otherwise approved by HART

3.0 QUESTIONS AND INQUIRIES

3.1 Deadline for Inquiries

Inquiries shall be submitted no later than the date stated in the Solicitation Timetable for “Deadline for Receipt of Clarification,” unless the Chief Procurement Officer determines that it is in the best interest of HART to accept any inquiry submitted after the deadline.

3.2 Written Request for Clarification

If a prospective Offeror believes that any of the matters in, or related to, the solicitation are not sufficiently described or explained in the solicitation, or that any discrepancy exists between different parts of the solicitation, or that the full intent of the solicitation is not clear, then the Bidder shall submit a written request for clarification no later than the deadline stated in the Solicitation Timetable.

Any correspondence related to this solicitation shall refer to the appropriate RFB number, page number, and section number. However, the requestor must not place the RFB number on the outside of an envelope containing questions, because such an envelope may be identified as a sealed bid and may not be opened until after the official bid due date. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written addendum will be binding.

3.3 Rules of Contact and Communications

Contact between the Offerors and HART shall only be in writing to Attn: Procurement Division, Honolulu Authority for Rapid Transportation, to the postal address provided above on page 1/cover sheet of this RFB, or to the Transit Mailbox at the following email address: transitmailbox@honolulu.gov.

Offerors may not contact other HART employees, representatives, board members or stakeholders concerning this RFP while the solicitation process is in progress. The selection process begins at the date of the RFB issuance and will be completed with the Award of the Contract.

Any contact determined to be improper, at the sole discretion of HART, may result in disqualification.

4.0 SOLICITATION PROCESS

4.1 Pre-Bid Conference

A pre-bid conference for persons interested in submitting sealed bids will be held at the time, date, and location stated on the Notice to Offerors of this Solicitation. Although attendance is not mandatory, all interested Offerors are encouraged to attend. Those Offerors wishing to attend the meeting should communicate their intentions, via e-mail, to transitmailbox@honolulu.gov. In addition to the sender’s email address, the email should

include the number of attendees. Attendees may also email advance questions to HART, which may be addressed during the meeting. No oral representations shall be binding. Only written responses to written questions issued via addenda shall be binding.

4.2 Solicitation Timetable

The following timetable has been established for the Project solicitation:

<u>Activity</u>	<u>Date</u>
Issuance of Request for Sealed Bids	July 9, 2014
Pre-Bid Conference	July 14, 2014
Addendum 1: Revised Drawings	July 15, 2014
Deadline for Receipt of Clarification /Request for Substitution	July 23, 2014
Issue Final Addendum	July 25, 2014
RECEIPT OF BIDS; BIDS DUE DATE	August 8, 2014
Anticipated Award Date (tentative)	August 14, 2014

Any changes to the dates in the Solicitation Timetable shall be made by HART by written addendum.

4.3 Addenda

HART will issue responses to all inquiries, and any other corrections or amendments it deems necessary, in written addenda issued prior to the Bids Due Date. Additional background material or modifications to RFB requirements, where necessary, will be communicated to all Offerors by written addenda issued by HART. Addenda will be incorporated as part of the RFB. Oral interpretations or clarifications or changes or approved substitutions will be without legal effect. Only interpretations or clarifications or changes or approved substitutions provided by formal written addendum to the solicitation shall be binding.

4.4 Public Bid Opening

(a) The opening of bid proposals shall be by a representative of HART, at the date and time stated in the solicitation, in the presence of all Offerors who attend. The opened offers shall be available for public inspection at the time of offer opening except to the extent that the Offeror designates trade secrets or other proprietary data to be confidential. The Offerors shall ensure that material so designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the bid proposal. Prices and makes and model or catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of offer opening regardless of any designation to the contrary.

(b) Additive or Deductive Alternates

In the event additive or deductive alternates are included in the solicitation, the lowest offer will be determined after adding to or deducting from the total basic price, the alternate or

alternates considered for award. Alternates, if any are awarded, shall be awarded in the order listed in the offer. Award of alternates shall be dependent upon the availability of funds.

(c) Low Tie Bids

In the case low tie bids from responsible and responsive Offerors are received which are identical in price and which meet all the requirements and criteria set forth in the solicitation, award shall be made by drawing lots.

(d) Unless otherwise stated in the solicitation, after solicitation opening or receipt of offers, an offer may be withdrawn only if HART fails to award the contract.

4.5 Award

This solicitation will be in accordance with the Hawaii Public Procurement Code and Federal requirements and will be awarded to the lowest responsive, responsible Offeror.

4.6 Verification of Responsibility of Offeror

The successful Offeror shall, within three (3) business days upon award of the Contract, furnish proof of compliance with the requirements of Hawaii Revised Statutes (“HRS”) Section 103D-310(c):

- HRS Chapter 237, tax clearance;
- HRS Chapter 383, unemployment insurance;
- HRS Chapter 386, workers’ compensation;
- HRS Chapter 392, temporary disability insurance;
- HRS Chapter 393, prepaid health care; and
- One of the following:
 - (a) Registered and incorporated or organized under the laws of the State of Hawaii, hereafter referred to as a “Hawaii business”; or
 - (b) Registered to do business in the State of Hawaii, hereinafter referred to as a “compliant non-Hawaii business.”

Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online at <http://vendors.ehawaii.gov> to acquire a single, printable electronic “Certificate of Vendor Compliance.” The HCE provides current compliance status as of the issuance date. The “Certificate of Vendor Compliance,” indicating that the Offeror’s status is compliant with the requirements of HRS section 103D-310(c), will be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of twelve dollars (\$12.00) to the Hawaii Information Consortium, LLC (“HIC”). Offerors choosing not to participate in the HCE program will be required to provide the paper certificates as specified above.

4.7 Execution of Contract

(a) Upon notification of award, the successful Offeror shall obtain the Contract from HART for execution. The Contract document shall be returned within ten (10) days from the date of notification of the award, or within such time as HART may allow.

Failure to enter into the contract and to furnish satisfactory security, when required, within ten days from notice of award shall be cause for cancellation of the Offeror's award and forfeiture of the Offeror's offer security, if any, as liquidated damages and not as a penalty.

(b) The Contract documents are to be completed and executed by the Offeror in the following manner:

(i) Notarization

Each and every signature appearing on the contract form must be notarized by a notary public attesting to the persons signing and their titles.

Each and every signature appearing on the bond forms, if applicable, must be notarized by a notary public attesting to the persons signing and their titles.

(ii) Performance and Payment Bonds

Performance and payment bonds shall be delivered at the same time the Contract is executed. Submitted performance and payment bonds shall be in conformance with HAR §3-122-221, §3-122-222 and §3-122-227.

(iii) Evidence of Insurance Coverages

If insurance coverages are required by the solicitation, evidence of insurance coverages shall be delivered at the same time the Contract is executed.

4.8 Cancellation of Solicitation

This solicitation may be cancelled at any time pursuant to the chief procurement officer's determination that cancellation is in the public interest or reasons based on, but not limited to, those set forth in HAR Section 3-122-96.

5.0 PREPARATION OF BID PROPOSALS

5.1 Bid Proposal Submission Requirements

(a) Bid proposals shall be signed in ink by the person legally authorized to do so on behalf of the entity submitting the bid.

(b) Unless otherwise specified in the solicitation, Offers shall be sealed in envelopes. The solicitation number, the Offeror's name and address, and closing date of the solicitation should be printed on the outside of the envelope. The offer envelope must be time-stamped and deposited at the designated location in the solicitation. Envelopes which are not time-stamped or which are time-stamped after the specified solicitation closing time and date shall be rejected.

(c) Submittal by facsimiles or email is not acceptable.

5.2 Bid Security

Bids shall include a bid security in an amount equal to five per cent (5%) of the amount of the total bid offer, including options, if any.

5.3 Performance and Payment Bonds

(See also Section 4.1 of the General Conditions of Construction Contracts of the Honolulu Authority for Rapid Transportation (“General Conditions”).)

(a) Performance and payment bonds shall be, each, in an amount equal to one hundred percent (100%) of the amount of the Contract price. Acceptable performance and payment bonds shall be limited to:

- (1) Surety bond in the form attached to the solicitation documents underwritten by a company licensed to issue bonds in this State;
- (2) Legal tender; or
- (3) A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and payable at sight or unconditionally assigned to HART. These instruments may be utilized only to a maximum of \$100,000. If the required security amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.

(b) The Contractor shall execute the surety performance and payment bond forms and submit them with the Contractor's submission of the executed Contract.

(c) The surety companies shall be those listed in the latest issue of the U. S. Treasury Circular 570. In addition, the surety or sureties must be rated “A-” or higher by A.M. Best Rating Guide.

5.4 Taxes Included in Bid Prices

Unless otherwise specified in the solicitation document, all taxes shall be included in the unit and total bid price. No future increase in taxes shall be passed through to HART.

5.5 Joint Contractor; Subcontractor Listing; Specialty Licenses

The Offeror shall comply with HRS §103D-302, relating to the listing of joint contractors or subcontractors.

Furthermore, HART has examined the scope of work and determined that the specialty licenses, listed in Special Provisions SP-8.11, are required for this Contract. The Offeror shall provide the names of the entities that hold the specialty licenses and will be providing such services under the resulting Contract. If an Offeror believes that other or additional specialty licenses are required or any of the listed specialty licenses is not required, it must provide its comments to HART by the deadline for clarification stated in the procurement schedule above. The required specialty licenses are a specifications requirement and, as such, any dispute as to the required specialty licenses shall be made in a timely manner.

The attached form entitled, “Joint Contractors, Subcontractors, Specialty Licenses,” shall be completed and submitted with the bid proposal.

5.6 Conflict of Interest

A contractor (at any tier) who is paid for developing or preparing specifications or work statements in the development of the specifications is precluded from submitting an offer or receiving a contract for that particular solicitation in accordance with HRS section 103D-405(d) and HAR section 3-122-13(e).

5.7 Brand Names, Model, Make or Method

Where the RFB specifies one or more manufacturer's brand names or makes of materials, devices, equipment or system, it is indicating a quality, style, appearance, or performance, or method of construction. The Offeror shall base its offer on one of the specified brands, makes, or method, or on an alternate brand, make, or method which has expressly been found to be equal or better by HART in the solicitation or by written addendum to the solicitation. It is not the intent of HART to exclude other materials, equipment, or processes or to limit competition in proposing when a proprietary name is used in the specifications. Therefore, unless the proprietary name referred to in the specifications is followed by words indicating that no substitution is permitted, materials, equipment, or processes of other manufacturers, fabricators, suppliers, or distributors will be considered by the Chief Procurement Officer for substitution. The naming of such items is intended to establish the type, function, aesthetic appearance (or value) and standard of quality and performance required by this Contract, unless indicated otherwise.

5.8 Request for Substitution

(a) Alternate brands, makes, or methods may be qualified through the submittal of a written request for substitution for review and approval. The Offeror shall submit a written request for substitution no later than the deadline stated in the solicitation document. Requests received after the deadline will be denied.

(b) The written request must be clearly marked SUBSTITUTION REQUEST on the envelope. Six (6) copies of the request must be submitted together with three (3) sets of technical brochures which shall either be marked or be accompanied by three (3) copies of a statement of variances. The statement of variances must list all features of the proposed substitution which differ from the Contract documents, and must further certify that the substitute has no other variant features. The brochures must include sufficient evidence to enable HART to evaluate each feature listed as a variance. Should an unlisted variance be discovered after installation or delivery of the item, the Contractor shall immediately replace the item with the specified item at no cost to HART and without any extension to the Contract completion date.

(c) The written substitution request shall be submitted in the following format:

<u>SECTION</u>	<u>ITEM</u>	<u>SPECIFIED</u>	<u>SUBSTITUTE</u>
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(d) A written request for substitution shall be submitted by person, or mailed hardcopy to:

Honolulu Authority for Rapid Transportation
Procurement Division – RFB-HRT-768909
1099 Alakea Street, Suite 1700
Honolulu, Hawaii 96813

5.9 Estimated Quantities

Unless otherwise specified, all quantities appearing in the solicitation document for construction projects are approximate, and those indicated in the document are prepared for the comparison of offers only. The Offeror shall include in its prices offered, the entire cost of the materials and equipment required for the full performance of the Contract, and it is understood and agreed that there is included in each lump sum or unit priced item, the entire cost of any and all items incidental to the performance of the work covered by such lump sum or unit priced item.

5.10 Public Works Construction: Apprenticeship Agreement Preference

(a) Definitions for purposes of this section:

"Apprenticeable trade" – shall have the same meaning as "apprenticeable occupation" under HAR §12-30-5.

"Employ" – shall mean the employment of a person in an employer-employee relationship.

"Governmental body" – shall have the meaning as defined in HRS §103D-104.

"Party to an apprenticeship agreement" – shall mean a party to a registered apprenticeship program with the State of Hawaii Department of Labor and Industrial Relations (DLIR).

"Preference" – shall mean the 5% by which the qualified offer amount would be decreased for evaluation purposes.

"Public Work" - shall be as defined in HRS §104-2 and HAR §12-22-1.

"Registered apprenticeship program" -- shall mean a construction trade program approved by DLIR pursuant to HAR §12-30-1 and §12-30-4.

"Sponsor" – shall mean an operator of an apprenticeship program and in whose name the program is approved and registered with DLIR pursuant to HAR §12-30-1.

(b) **Applicability**

For offers for a public works construction contract or public works construction component of a contract having an estimated value of not less than \$250,000, HART shall, for evaluation purposes, decrease the offer amount of an Offeror by five percent (5%) if the Offeror is a party to an apprenticeship agreement registered with the State of Hawaii, Department of Labor and Industrial Relations for each apprenticeable trade the Offeror will employ to construct the public works, and in conformance with HRS Chapter 372.

(c) **Procedures**

(1) **Prior to solicitation opening.**

The Offeror seeking to claim the apprenticeship preference shall submit a completed signed original Certification of Bidder's Participation, Certification Form 1 verifying participation in an apprenticeship program registered with DLIR. Previous certifications shall not apply unless otherwise specified in this solicitation. DLIR Certification of Bidder's Participation, Certification Form 1, may be found on the DLIR Workforce Development Division website (<http://hawaii.gov/labor/wdd>).

(2) **Offer Evaluation.**

If the Offeror properly submits Certification Form 1 described above, upon verification, HART will apply the preference and decrease the Offeror's total offer amount by five percent (5%) for evaluation purposes. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

5.11 **Bid Preparation Costs Not Allowed**

All costs to prepare and submit an offer shall be at the Offeror's expense. HART will not reimburse any bid costs incurred by any Offeror, any prospective Offeror, or any other person.

5.12 **Proprietary or Confidential Information**

The Offeror shall clearly label any proprietary information as confidential and the information shall be readily separable from the offer to facilitate public inspection of the solicitation documents.

5.13 **Licensing**

All Persons participating in this procurement and/or the Contract must obtain all licenses and permits and take all necessary steps to conduct business in the State of Hawai'i and perform the Work required under the Contract, including proposing in accordance with HRS section 444-9 and HAR section 16-77-4, and carrying out contracts consistent with the laws of the State of Hawai'i. Offerors must be properly licensed and capable of performing the Work as described in the RFB, including but not limited to having an "A" general engineering contractor license or a "B" general building contractor license from the State of Hawaii at the time of submission of the Bid Proposals.

5.14 Disadvantaged Business Enterprise (DBE) Contract Goal

HART has established an overall DBE goal of 13.00% for the duration of this agreement and a separate contract goal has not been established for this procurement.

Reports to HART. The Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor shall submit the "DBE PARTICIPATION REPORT" reflecting payments made by the Contractor to DBE subcontractors in accordance with Attachment A, Section 1.6(p)-(r) of the General Conditions. Payments to the Contractor will not be processed if the DBE PARTICIPATION REPORT is not properly completed and attached. The DBE PARTICIPATION REPORT shall be prepared in the format set forth in Attachment 1.6(a).

5.15 Escrowed Proposal Documents

See Section 7.4 of the General Conditions regarding Escrowed Proposal Documents. The attached Escrow Agreement shall be submitted to HART no later than three (3) business days after the Bids Due Date.

5.16 Attachments and Exhibits

The following attachments and exhibits, some of which have been extracted from the General Conditions, have been included into the Bid Proposal to be properly completed and submitted with the Offerors' Bid Proposal, except as provided otherwise. If it is later discovered that additional submissions were required to be submitted with the Bid Proposal, the Bid Proposal shall not be deemed nonresponsive, except if they are expressly required by the Hawaii Public Procurement Code:

- Bid/Pricing Proposal
- Form 1: Joint Contractor, Subcontractor, Specialty Licenses Form
- Form 2: Certificate of Compliance with HRS section 396-18, Safety and Health Programs (Exhibit L of the General Conditions)
- Form 3: Certificate Regarding Ineligible Contractors, Attachment 1.7(a) to the General Conditions (see Attachment A of the General Conditions)
- Form 4: Certificate Regarding Ineligible Subcontractors, Attachment 1.7(b) to the General Conditions (see Attachment A of the General Conditions)

- Form 5: Buy America (Attachment 1.8(a), Attachment 1.8(a.1), Attachment 1.8(a.2)) (see Attachment A of the General Conditions)
- Form 6: Certification Regarding Lobbying (see Attachment A of the General Conditions)
- Form 7: Surety Bid Bond
- Letter of Assent for the Rapid Transit Stabilization Agreement dated November 17, 2009 (see Attachment B of the General Conditions)
- Letter of Assent for the Transit Stabilization Agreement Hawaii Building and Construction Trades of Council Affiliates (see Attachment C of the General Conditions)
- DLIR Form 1- “Certification of Bidder’s Participation in Approved Apprenticeship Program Under Act 17” for the Apprenticeship Program – Offeror to obtain from the Department of Labor and Industrial Relations, complete and submit, if applicable.
- Bidder Registration Form (*see* Section 5.17 of the Instructions to Offerors)

5.17 Bidder Registration Form

A “Bidder Registration Form” is attached. Provide the Bidder Registration Form, properly completed for all known contractors and subcontractors, when submitting the Bid Proposal. While the completion and submission of this form is not an issue of responsiveness, the Bidder Registration Form should be completed and submitted with the Bid Proposal of all known contractors and subcontractors. Offerors may be required to provide additional information after bid opening pursuant to 49 CFR section 26.11(c)(3).

5.18 Other Forms Attached

The following forms are attached for the Offerors’ convenience only, which may be reviewed, completed and utilized as required under the Instructions to Offerors or during the Contract Term. The completion of these forms will not be evaluated for responsiveness:

- Agreement Form/”Coverleaf”-- A sample Agreement Form is attached for the Offerors’ review. This sample Agreement Form is only a sample, and HART reserves the right to add or delete any provisions, so long as such terms are not inconsistent with the awarded bid.
- Exhibit B (of the General Conditions) --Performance Bond (surety)
- Exhibit C (of the General Conditions) – Labor and Materials Payment Bond (surety)
- Exhibit D (of the General Conditions) – Performance Bond (alternate form)
- Exhibit E (of the General Conditions) – Labor and Materials Payment Bond (alternate form)
- Exhibit M (of the General Conditions) -- Escrow Agreement (Exhibit M of the General Conditions)

5.19 Contractor’s Warranty Regarding Its Bid Proposal

By the act of submitting its Bid Proposal in response to the RFB, the Offeror warrants that:

- (a) The Offeror has carefully and thoroughly reviewed the RFB;
- (b) The Offeror has investigated and examined carefully the site and the RFB and understands the nature, location, and character of the Project and the site;
- (c) The Offeror and all workers, employees, and subcontractors intended to be used are skilled and experienced in the type of construction represented in the RFB;
- (d) Neither the Offeror nor any of the Offeror's employees, agents, suppliers, or subcontractors has relied upon any verbal representations from HART, its employees or agents, including architects, engineers or consultants, in assembling its proposal; that the Offeror's bid proposal is based solely upon the RFB and properly issued written addenda and not upon other written or verbal representations; and
- (e) The Offeror has no obligations, commitments or impediments of any kind that will limit or prevent performance of Work required by the Contract.

THE FOLLOWING OFFER PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED AS THE OFFEROR'S BID.

Base Bid/Pricing Proposal

ITEM NO.	BASE BID ITEM	QUANTITY	UNIT PRICE	UNIT	PRICE
1)	Mobilization			L.S.	\$ _____
2)	Performance and Payment Bonds and Insurance			L.S.	\$ _____
3)	All work required by the Contract Documents for the construction of Drilled Shaft 546, all-inclusive except as otherwise included in Bid Items as listed herein.			L.S.	\$ _____
4)	All work required by the Contract Documents for the construction of Drilled Shaft 547, all-inclusive except as otherwise included in Bid Items as listed herein.			L.S.	\$ _____
5)	All work required by the Contract Documents for the construction of Drilled Shaft 548, all-inclusive except as otherwise included in Bid Items as listed herein.			L.S.	\$ _____
6)	All work required by the Contract Documents for the construction of Drilled Shaft 549, all-inclusive except as otherwise included in Bid Items as listed herein.			L.S.	\$ _____
7)	All work required by the Contract Documents for the construction of Drilled Shaft 550, all-inclusive except as otherwise included in Bid Items as listed herein.			L.S.	\$ _____
8)	All work required by the Contract Documents for the construction of Drilled Shaft 551R, all-inclusive except as otherwise included in Bid Items as listed herein.			L.S.	\$ _____

ITEM NO.	BASE BID ITEM	QUANTITY	UNIT PRICE	UNIT	PRICE
9)	All work required by the Contract Documents for the construction of Drilled Shaft 552R, all-inclusive except as otherwise included in Bid Items as listed herein.			L.S.	\$_____
10)	Cost of all tree removal and/or relocation required for the construction of Drilled Shaft work.			L.S.	\$_____
11)	Cost of work for the relocation of existing utility (drain line) near Drilled Shaft 550, all-inclusive.			L.S.	\$_____
12)	Allowance for unanticipated advancement/construction of Drilled Shaft. This pricing is an Allowance and will be paid by the linear foot. The unit rate cost is all-inclusive.	75 linear feet (LF) (quantity is for evaluation purposes only and is not an estimated quantity for this Project)	_____ \$/LF	Allowance	\$_____
13)	Allowance for cost of unanticipated utility removal, relocation, and/or protection required for the construction of Drilled Shaft work.			Allowance	<u>\$100,000</u>
14)	Excavate, transport, and dispose of hydrocarbon contaminated soil material in accordance with State and Federal regulations as stipulated in the Contract Documents. This pricing is an Allowance and will be paid by the cubic yard. The unit rate cost is all-inclusive and includes but is not limited to the cost of disposal at a certified land fill.	250 cubic yard (cy) (quantity is for evaluation purposes only and is not an estimated quantity for this Project)	_____ \$/cy	Allowance	\$_____

ITEM NO.	BASE BID ITEM	QUANTITY	UNIT PRICE	UNIT	PRICE
15)	Allowance for Compensable Project Delay. The daily rate will be the total amount of Contractor entitlement for each day of compensable delay. The quantity of days of compensable delay shown is a “multiplier” for evaluation purposes only and is not intended as an estimate of the number of days of compensable delay anticipated by HART. HART will pay the daily rate of compensation only for the actual number of days of compensable delay, as defined in the General Conditions; the actual number of days of compensable delay may be greater or less than the “multiplier” shown.	15 days	_____ \$/day	Allowance	\$_____
16)	Unit cost of concrete for potential voids encountered while placing concrete in drilled shafts. This pricing is an Allowance and will be paid by the cubic yard. The Quantity shown is a “multiplier” and not intended as an estimate of the quantity of expected cy of concrete. HART will pay the unit rate of compensation only for the actual amount of concrete over and above the expected volume of each Drilled Shaft. The unit rate cost is all-inclusive.	250 cy	_____ \$/cy	Allowance	\$_____
		TOTAL OF ALL BID ITEMS			\$_____

**Additional Bid/Pricing –
Unit Rates for Permanent Casings to be added and left in place within the Drilled Shaft**

ITEM NO.	ALTERNATIVE BID ITEM	QUANTITY	UNIT PRICE	UNIT	PRICE
1A)	Unit rate per linear feet (L.F.) required to add Permanent Casing (only) for the entire length of Drilled Shaft from the ground surface to the bottom of the current design-designated depth as indicated on the Contract Documents. The unit rate is all inclusive for the casing material, equipment and labor to install.		\$_____	L.F.	
2A)	Unit rate per linear feet (L.F.) required to add Permanent Casing, concrete, reinforcing steel, and associated materials beyond the current design-designated depth as indicated on the Contract Documents to a depth of 100 feet below the ground surface. The unit rate is all inclusive for the casing, concrete, reinforcing steel, and other associated materials, and equipment and labor to install.		\$_____	L.F.	
3A)	Unit rate per linear feet (L.F.) required to add Permanent Casing, concrete, reinforcing steel, and associated materials from 100 feet below the ground surface to a depth of 125 feet below the ground surface. The unit rate is all inclusive for the casing, concrete, reinforcing steel, and other associated materials, and equipment and labor to install.		\$_____	L.F.	

ITEM NO.	ALTERNATIVE BID ITEM	QUANTITY	UNIT PRICE	UNIT	PRICE
4A)	Unit rate per linear feet (L.F.) required to add Permanent Casing, concrete, reinforcing steel, and associated materials from 125 feet below the ground surface to a depth of 150 feet below the ground surface. The unit rate is all inclusive for the casing, concrete, reinforcing steel, and other associated materials, and equipment and labor to install.		\$_____	L.F.	

Bid/Pricing Proposal

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of HART.

It is also understood and agreed that the bid prices include all taxes which shall be applicable to the products or services or the furnishing, sale or purchase thereof whether assessed against, chargeable to or payable by HART.

It is also understood and agreed that unless otherwise specified in the solicitation, prices offered shall be based on f.o.b. place of destination and shall include all applicable freight, delivery, handling and related charges.

It is also understood and agreed that the Offeror agrees to submit its offer in accordance with the Contract terms, including the General Conditions attached hereto.

It is also understood and agreed that the Chief Procurement Officer (CPO) reserves the right to accept or reject any or all offers if, in the CPO's opinion, such acceptance or rejection will be in the best interest of HART.

The Offeror further understands and agrees that by submitting this offer, the Offeror is declaring that its offer is not in violation of HRS Chapter 84 concerning prohibited government contracts, and that the offer is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check one only)**

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;

OR

A **Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii.

State of Incorporation or Organization: _____

Offeror is: Sole Proprietor; Partnership; Corporation; Joint Venture;

Other: _____

Respectfully submitted,

Name of Offeror (Legal Name)

Authorized Signature

Print or Type Name and Title of Above

Business address: _____
(Street address)

City, State, Zip Code: _____

Mailing address: _____
(If other than street address above)

City State, Zip Code: _____

Payment address: _____
(If other than street address above)

City State, Zip Code: _____

Business Telephone Number: _____

Business Cellular Telephone Number: _____

Business Fax No.: _____

Business E-Mail Address: _____

Person to Contact if Awarded: _____

Last 4 numbers of Federal Identification No.: XX-XXX _____

END OF BID/PRICING OFFER PROPOSAL