

**REVISED FORM OF BID  
(PROPOSAL)**

**FURNISHING LABOR AND MATERIALS  
REQUIRED FOR THE**

**FAIR HOUSING RENOVATIONS AT LANAKILA HOMES**

**HA 1004 & 1103**

**HILO, ISLAND OF HAWAII, HAWAII**

**TAX MAP KEY: 2-4-028: 007**

**HPHA JOB NO. 07-007-104-S**

To: Hawaii Public Housing Authority (HPHA)  
1002 North School Street  
Honolulu, Hawaii 96817

1. The undersigned ("Bidder"), having visited the worksite and being familiar with the conditions under which the work is to be performed and having read the specifications and other documents relating to Job No. 07-007-104-S, **FAIR HOUSING RENOVATIONS AT LANAKILA HOMES**, HA 1004 & 1103, Hilo, Island of Hawaii, Hawaii, hereby proposes to furnish all labor, materials, equipment, and services required to perform the following, in place complete, all the work as shown and called for, all according to the true intent and meaning of the plans and specifications, for the Lump Sum Bid including the County of Hawaii building permit fee and any other applicable fee(s) for the specified work below:

**BID ITEM #1: FAIR HOUSING RENOVATIONS**, which includes 20 four-plex townhouse structures consisting of 80 one-, two-, three- and four-bedroom housing units. The work includes, but is not limited to selective removal work, concrete slab extension, wood doors, countertops and cabinets, resilient tile flooring, gypsum wall board, exterior painting of masonry walls around trash enclosures, incidental exterior painting (touch-up), complete repainting all interior wall and ceiling surfaces excluding the lanai and the interior of heater and storage rooms, plumbing, electrical work, housecleaning services, and all incidental related work for a lump sum bid of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**BID ITEM #2: STATE GENERAL EXCISE TAX FOR BID ITEM #1** ( \_\_\_\_\_ %):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**BID ITEM #3: SITE WORK**, which includes concrete unit masonry trash enclosures with concrete pads, asphalt concrete pavement, polymer modified concrete topping sidewalks, pavement markings, water and sewer connections, landscape, and related site work for a lump sum bid of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

**BID ITEM #4: STATE GENERAL EXCISE TAX FOR BID ITEM #3** ( \_\_\_\_\_ %):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

**BID ITEM #5: COSTS FOR RELOCATION OF TENANTS DURING CONSTRUCTION.** Tenants from 20 four-plex townhouse structures consisting of one-, two-, three- and four-bedroom units will be moved into housing units in Lanakila Homes, and moved back to their original units in eight (8) phases. Each phase will require the relocation of tenants from four (4) 1-, 2-, 3- or 4-bedroom units per building with each phase consisting of two (2) or three (3) buildings. All personal belongings including furniture, except refrigerators and ranges, shall be removed by the Contractor from each unit prior to construction. The Contractor shall provide cardboard boxes as required to each unit to be relocated. At the completion of the work, the Contractor shall relocate the tenants back into a renovated unit.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

**BID ITEM #6: STATE GENERAL EXCISE TAX FOR BID ITEM #5** ( \_\_\_\_\_ %):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

**TOTAL LUMP SUM BID AMOUNT (SUM OF BID ITEM NOS. 1, 2, 3, 4, 5 and 6):**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

2. The low bidder for purposes of award shall be the conforming responsible and responsive bidder offering the lowest total bid amount.
3. Subject to the availability of funds, the HPHA reserves the right to delete one or more of the bid items.
4. In submitting this bid, it is understood that the Bidder has examined and is familiar with the existing site conditions and the scope of work as provided by the drawings and specifications and accepts all conditions of the work.
5. The Bidder proposes to complete the work specified above within **365** calendar days from the date designated in the Notice to Proceed (NTP) letter after the award of the bid.

6. The liquidated damages shall be **\$1,000.00** for each calendar day of delay.
7. The Bidder understands that this bid may not be withdrawn within one hundred twenty (120) calendar days after the opening of bids.
8. It is understood and agreed that if the Bidder fails to start the work at the job site within thirty (30) calendar days as indicated on the approved working schedule, the failure will be sufficient cause to terminate the contract as specified in the HPHA General conditions (ARTICLE 7.27, TERMINATION OF CONTRACT FOR CAUSE). Work at the job site is defined as any Contractor operations as detailed in the working schedule approved by the HPHA.
9. Failure to complete the bid proposal in its entirety may cause a bid to be considered non-responsive.
10. Bid Security in the Sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) in the  
form of \_\_\_\_\_ is submitted in accordance with the Specifications.
11. Upon acceptance of this bid, the undersigned hereby agrees to enter into, execute, and deliver the Contract set forth in the specifications and furnish the required bond within ten (10) calendar days after the contract is presented to him for signature.

12. PREFERENCES

The following conditions shall apply:

- a. In-State Contractor Preference, when selected by the Bidder, may not be used with any other preferences, such as the Hawaii Products Preference.
- b. Recycled Products Preference shall not apply to this proposal.
- c. It is further understood by the Bidder that upon being granted Hawaii Products Preference, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.
- d. The Reciprocal Preference shall apply to this proposal. The Executive Director will impose a Reciprocal Preference to all out-of-state bidders that is equal to the Preference Requirement that prevails at the State where the Bidder is domiciled.

HAWAII PRODUCTS PREFERENCE

Certain Hawaii products and their established classes described in the Hawaii Product Preference Schedule are acceptable for use in the Project. To claim a Hawaii Products Preference, the Bidder shall designate in the attached Hawaii Product Preference Schedule which individual product and its price is to be supplied as a Hawaii product.

Pursuant to section 103D-1002, HRS, where a bid contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid, the price bid for a Hawaii product item shall be decreased by subtracting ten per cent for class I Hawaii product items bid or fifteen per cent for class II Hawaii product items bid. Section 103D-1001, HRS, provides the definition for class I and class II products. The lowest total bid, taking the preference into consideration, shall be awarded the contract unless the bid provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid, exclusive of the preferences.

The Hawaii Product Preference shall not apply whenever its application will disqualify any governmental agency from receiving federal funds or aid.

Any contract awarded or executed in violation of the Hawaii Products Preference requirements pursuant to 103D-1002, HRS, shall be void and no payment shall be made by the HPHA on account of the contract. Pursuant to Section 4 of Act 175, Session Laws of Hawaii 2009, if the Procurement Officer finds that in the performance of that contract there has been a failure to comply with section 103D-1002, HRS, the contract shall be void and the findings shall be referred for debarment or suspension proceedings under section 103D-702, HRS.

Bidders are encouraged to review section 103D-1002, HRS, as amended by Act 175, Session Laws of Hawaii 2009.

HAWAII PRODUCT PREFERENCE SCHEDULE

ACCEPTABLE HAWAII PRODUCTS			HAWAII PRODUCTS TO BE USED
Description	Class	Manufacturer	Cost FOB Jobsite, Unloading, Including Applicable General Excise & Use Taxes
<u>Aggregate and Sand - Basalt, Rock and Cinder</u>	I	<u>Ameron HC &amp; D</u>	\$ _____
	I	<u>Grace Pacific Corp.</u>	
	I	<u>Jas. W. Glover, Ltd.</u>	
	I	<u>Hawaiian Cement</u>	
	I	<u>West Hawaii Cement</u>	

<u>Asphalt and Paving</u> <u>Material Asphalt</u> <u>Concrete Mixes</u>	I I I I	<u>Black Plumeria, LLC</u>  <u>Bomat, Ltd. dba Bonded</u> <u>Materials Company ({re-</u> <u>packaged Units)</u>  <u>Grace Pacific Corp.</u>  <u>Jas W. Glover, Ltd.</u>	\$ _____    
<u>Concrete -</u> <u>Segmental</u> <u>Retaining Wall</u> <u>Units Keystone</u> <u>Retaining Wall</u> <u>System</u>	I	<u>Tileco, Inc.</u>	\$ _____ 
<u>Portland Cement -</u> <u>Concrete Mixes</u>	I I I I I I	<u>Ameron Hawaii</u> <u>Bomat, Ltd. dba Bonded</u> <u>Materials Company ({re-</u> <u>packaged Units)</u>  <u>Jas W. Glover, Ltd.</u>  <u>Hawaiian Cement</u>  <u>Island Ready-Mix Concrete,</u> <u>Inc.</u>  <u>West Hawaii Concrete</u>	\$ _____      
<u>Portland Cement -</u> <u>Bagged, Type I/II</u> <u>Masonry Cement</u> <u>(Ultramortar),</u> <u>Quikrete</u>	II	<u>Bomat, Ltd. dba Bonded</u> <u>Materials Company ({re-</u> <u>packaged Units)</u>	\$ _____ 
<u>Signs - Traffic,</u> <u>Regulatory and</u> <u>Construction</u>	I I	<u>Safety Systems Hawaii, Inc.</u>  <u>Sun Industries, Inc.</u>	\$ _____ 
<u>Hot Dip</u> <u>Galvanizing</u>	I	<u>Macsteel Service Centers USA</u>	\$ _____ 
<u>Pipes - Aluminum</u> <u>and Galvanized</u>	I	<u>Hawaii Concrete Products, Inc.</u>	\$ _____ 

- 13. THE BIDDER SHALL BE RESPONSIBLE TO CONFIRM THE EXISTENCE OF ANY ADDENDUM TO THIS BID SOLICITATION BY TELEPHONING (808) 832-5896.
- 14. Receipt of the following addenda (if any) issued by the HPHA is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_  
(Date) (Date)

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_  
(Date) (Date)

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

FIRM NAME:

OFFICIAL ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_, 2009