

Summary of Changes (v23.08):

1. At page 20 of 20, page 00410-14, Attachment A, subsection M, Contract Documents, replace with the following:

It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise this contract and are fully a part of this Contract as though attached hereto or set forth at length herein: (1) Contractor's accepted proposal; (2) General Conditions; (3) Drawings; (4) Specifications, including the Notice to Bidders, Instructions to Bidders, and Special Conditions, Addenda, Bid Clarifications, if any; (5) Performance Bond; and (6) Labor and Material Payment Bond; and (7) this Contract Agreement.

1. Coordination Issues:

- 1.1 The information contained in and required by this section has serious contract implications. Ensure there are no errors in the final specification section.
- 1.2 If the project warrants a detailed construction schedule (for onsite work or phased construction completion), the Project Coordinator will determine whether to use SECTION 01100 - PROJECT REQUIREMENTS to locate the information or here in the appropriate SOLICITATION, OFFER AND CONTRACT FORM. Make sure the information in the SOLICITATION, OFFER AND CONTRACT FORM are appropriately referenced.
- 1.3 Make sure to match the appropriate TG 00410 and TG 00411 Solicitation, Offer and Contract Form sections to the respective section from TG 00100 Solicitation Notices, and respective section from TG 00210 Instructions to Bidders or Offerors, TG 00700 General Conditions and TG 00800 Special Conditions.
- 1.4 Ensure the proposed construction duration has adequate time for anticipated work and ordering materials. Evaluate the time required for alternate(s). Confirm time requirements with the user.

2. Design Issues: (Not Used)

3. Drawing Notes: (Not Used)

4. Standard Drawings: (Not Used)

5. Specification Notes: (Not Used)

6. Guide Specification:

- 6.1 SOLICITATION, OFFER AND CONTRACT FORM TG 00410 and TG 00411 as applicable are attached and are to be used for projects procured under the competitive sealed low bid system. Use this TG 00410 or TG 00411 as applicable with TG 00110 - NOTICE TO BIDDERS and TG 00210 INSTRUCTIONS TO BIDDERS. TG 00410 is for projects without alternates and TG 00411 is for projects with alternates.
- 6.2 MULTI-STEP SOLICITATION, OFFER AND CONTRACT FORM TG 00412 is to be used for projects procured under the multi-step competitive sealed bid system. It is a two step process where unpriced technical offers are evaluated to determine acceptable bidders in the first phase, and in the second phase the acceptable bidders submit their sealed price bids for consideration. Award is made to the lowest responsive and responsible bidder. Use this Form TG 00412 with TG 00112 - INVITATION TO BIDDERS MULTI-STEP BID and TG 00212 - INSTRUCTIONS TO BIDDERS MULTI-STEP BID. **(To be developed)**

6.3 INFORMAL BID FORM TG 00415 is attached as applicable and is to be used for projects with an estimated construction cost less than \$50,000 for all projects and procured under the informal low bid system.

6.4 SOLICITATION, OFFER AND CONTRACT FORM TG 00420 is to be used for projects procured under the competitive sealed proposal process. The request for proposals (RFP) process is a common example of the competitive sealed proposal. Use this TG 00420 with TG 00120 - REQUEST FOR PROPOSALS and TG 00220 - INSTRUCTIONS TO OFFERS. **(To be developed)**

6.5 ALLOWANCES AND VARIABLE QUANTITIES UNIT PRICES are infrequently used. The inserts below will be used as applicable after editing.

6.5.1 ALLOWANCES:

6.5.1.1 Replace COST and TIME paragraphs in COST, TIME AND SCHEDULE article as follows:

A. COST, TIME AND SCHEDULE

[PROJECT SITE]
[PROJECT NAME]
DAGS Job No: [00-00-0000]

1. COST:

Project Bid Price	\$	_____
Allowance See Section 01210 - ALLOWANCES for description		
Allowance A [Description]	\$	[00,000.00]
[Allowance] [B] [Description]	\$	[00,000.00]
TOTAL LUMP SUM BID PRICE	\$	_____

DOLLARS

{BIDDER'S INSTRUCTIONS: Fill in the total lump sum bid price in numbers and write out the total lump sum bid price in words.}

2. TIME:

See Section 01100 - PROJECT REQUIREMENTS for additional time and duration requirements.

Contract Duration _____ **000** Calendar Days

6.5.1.2 Insert the following after SCHEDULE FOR WORK and before BID SECURITY.

4. ALLOWANCES

Bidder includes in the Lump Sum Bid Price, cash allowances that are itemized in the COST, TIME AND SCHEDULE article and described in specification SECTION 01210 - ALLOWANCES. (The allowance is an estimate and may increase or decrease, depending on the actual cost of the vendor who will perform the work.)

6.5.2 VARIABLE QUANTITIES UNIT PRICES:

6.5.2.1 Replace COST and TIME paragraphs in COST, TIME AND SCHEDULE article as follows:

A. COST, TIME AND SCHEDULE

[PROJECT SITE]
 [PROJECT NAME]
 DAGS Job No: [00-00-0000]

1. COST:

Project Bid Price	\$ _____
Variable Quantities Unit Prices total amount (See SECTION 01270 - VARIABLE QUANTITIES UNIT PRICES for description) (*A)	\$ _____
TOTAL LUMP SUM BID PRICE	\$ _____

DOLLARS

{BIDDER'S INSTRUCTIONS: Fill in the total lump sum bid price in numbers and write out the total lump sum bid price in words.}

2. TIME:

See Section 01100 - PROJECT REQUIREMENTS for additional time and duration requirements.

Contract Duration 000 Calendar Days

6.5.2.2 Insert the following after SCHEDULE OF WORK and before BID SECURITY.

4. VARIABLE QUANTITIES UNIT PRICES

Bidder includes in the Lump Sum Bid Price, costs for variable quantities unit prices that are itemized below and described in specification SECTION 01270 - VARIABLE QUANTITIES UNIT PRICES.

DESCRIPTION	ESTIMATED QUANTITIES	UNIT COST	SUBTOTAL COST
1. [Description]	_____ [unit]	\$ _____ /unit	\$ _____
2. [Description]	_____ [unit]	\$ _____ /unit	\$ _____

DESCRIPTION	ESTIMATED QUANTITIES	UNIT COST	SUBTOTAL COST
	(*A) Total Amount to be included in the Lump Sum Bid Price		\$ _____

*BIDDER'S INSTRUCTIONS – Fill in all blank spaces above.
 (*A) Enter the VQUP total amount in the respective line of the COST
 paragraph in the COST, TIME AND SCHEDULE Article.*

6.5.3 ALLOWANCES AND VARIABLE QUANTITIES UNIT PRICES:
 6.5.3.1 Replace COST and TIME paragraphs in COST, TIME AND SCHEDULE article as follows:

A. COST, TIME AND SCHEDULE

[PROJECT SITE]
 [PROJECT NAME]
 DAGS Job No: [00-00-0000]

1. COST:

Project Bid Price		\$	_____
Allowance	See Section 01210 - ALLOWANCES for description		
Allowance A	[Description]	\$	[00,000.00]
[Allowance] [B]	[Description]	\$	[00,000.00]
Variable Quantities Unit Prices total amount	(See SECTION 01270 - VARIABLE QUANTITIES UNIT PRICES for description) (*A)	\$	_____
TOTAL LUMP SUM BID PRICE		\$	_____

DOLLARS

{BIDDER'S INSTRUCTIONS: Fill in the total lump sum bid price in numbers and write out the total lump sum bid price in words.}

2. TIME:

See Section 01100 - PROJECT REQUIREMENTS for additional time and duration requirements.

Contract Duration 000 Calendar Days

6.5.3.2 Insert the following after SCHEDULE FOR WORK and before BID SECURITY.

4. ALLOWANCES

Bidder includes in the Lump Sum Bid Price, cash allowances that are itemized in the COST, TIME AND SCHEDULE article and described in specification SECTION 01210 - ALLOWANCES. (The allowance is an estimate and may increase or decrease, depending on the actual cost of the vendor who will perform the work.)

5. VARIABLE QUANTITIES UNIT PRICES

Bidder includes in the Lump Sum Bid Price, costs for variable quantities unit prices that are itemized below and described in specification SECTION 01270 - VARIABLE QUANTITIES UNIT PRICES.

DESCRIPTION	ESTIMATED QUANTITIES	UNIT COST	SUBTOTAL COST
1. [Description]	_____ [unit]	\$ _____ /unit	\$ _____
2. [Description]	_____ [unit]	\$ _____ /unit	\$ _____
(*A) Total Amount to be included in the Lump Sum Bid Price			\$ _____

BIDDER'S INSTRUCTIONS - Fill in all blank spaces above.

(*A) Enter the VQUP total amount in the respective line of the COST paragraph in the COST, TIME AND SCHEDULE Article.

SPECIFIER'S NOTE: Blue colored texts are Notes to the Specifier and should be completely deleted from the final text. Where [red colored text in brackets] is shown in this specification section, insert wording, numbers, etc. as appropriate and delete brackets. Where <Red colored text in brackets> is shown, choice is indicated. Make the appropriate choice and delete the brackets. Maintain footer notation in italics with the current version used. (e.g. TG 00410 v23.01)

Do not include the Project Name (etc.) line in the footer. Use the following format for the specification footer.

TG 00410 v23.01
DAGS Job No. [00-00-0000]

Solicitation, Offer and Contract Form
00410 - 1

End Footer Sample

USE THE FOLLOWING SECTION TG 00410 FOR ALL PROJECTS WITHOUT ALTERNATES, OTHERWISE USE SECTION TG 00411 FOR PROJECT WITH ALTERNATES

SOLICITATION, OFFER AND CONTRACT FORM

1. DAGS Job No: [XX-XX-XXXX]	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> SEALED PROPOSAL (RFP)	3. PAGE OF PAGES 1 of [Total # of pages]
IMPORTANT – The “offer” section must be fully completed by offeror.		
NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder.”		
4. ISSUED BY: DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES PUBLIC WORKS DIVISION, FOURTH FLOOR OF THE KALANIMOKU BUILDING ROOM 426, 1151 PUNCHBOWL STREET HONOLULU, HAWAII 96813	5. ADDRESS OFFER TO: SAME AS BLOCK 4 [add District Office Address, if applicable.] <or at the Kauai District Office, Department of Accounting and General Services, 1680 Haleukana Street, Lihue, Kauai> <or at the Maui District Office, Department of Accounting and General Services, 755 Mua Street, Kahului, Maui> <or at the Hawaii District Office, Department of Accounting and General Services, State Office Building Basement, 75 Aupuni Street, Hilo, Hawaii>	
6. FOR INFORMATION Call: Or Visit:	A. NAME Ms. Jolie Yee http://www.hawaii.gov/pwd/construction_bids	B. TELEPHONE NO. (NO COLLECT CALLS) (808) 586-0512
SOLICITATION		
7. THE STATE OF HAWAII REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS TO CONSTRUCT: [PROJECT SITE] [PROJECT NAME] TMK: [X-X-XXX: XXX] [City, Island], Hawaii After carefully examining the bid documents including the specifications, drawings, addenda, and other proposed contract documents, the bidder shall furnish all labor, materials, machinery, tools, superintendence, transportation, and other construction accessories, services, and facilities necessary to construct and complete, at its own risk and expense, the work and requirements of the Project for the cost and time stipulated in the COST, TIME AND SCHEDULE article of Attachment A of this Form. The bidder agrees to the conditions and requirements stipulated in this SOLICITATION, OFFER AND CONTRACT FORM and any attachments thereto.		
8. The Contractor shall complete the work as stipulated in the COST, TIME AND SCHEDULE article of Attachment A. This performance period is mandatory.		
9. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS WITHIN 10 CONSECUTIVE CALENDAR DAYS AFTER DATE OF THE LETTER OF AWARD. IF ALTERNATE FORMS OF SECURITY WILL BE SUBMITTED, REFER TO STATE OF HAWAII, GENERAL CONDITIONS 3.7.1.3. INCORPORATED HEREIN BY REFERENCE.		

10. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed bids/offers to perform the work required are due at the place specified in Block 5, by the date and time specified in the Notice to Bidders. If this is a sealed bid solicitation, offers will be publicly opened at that time. Offers must be submitted in sealed envelopes that shall be marked to show the offeror's name and address, the DAGS Job number, and the date and time offers are due.
- B. Bid Security is required and must be submitted with the offer if the offer amount is \$25,000 or more.
- C. Apprenticeship Agreement Preference – Any offeror seeking the apprenticeship agreement preference must complete the self certification form and the DLIR Certification of Bidder's Participation - Form 1.
- D. Listing of Joint Contractors and Subcontractors – Any offeror must submit with its offer, the name of each person or firm to be engaged by the offeror as a joint contractor or subcontractor in the performance of the contract and the nature and scope of the work to be performed by each. The offeror is directed to complete the joint contractors and subcontractors list form included in the solicitation and submit it with the offer.
- E. The Offeror be registered and compliant with Hawaii Compliance Express, link found at <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
- F. All offers are subject to the requirements of the solicitation, including the Specifications, Notice to Bidders, Instruction to Bidders, General Conditions, and Drawings, any Special Conditions, Addenda, Bid Clarifications, and any other provision whether incorporated in full text or by reference in, or attached to, the solicitation.
- G. Contractors are hereby notified of the applicability of Section 11-355 HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.
- H. Recycled Product Preference – Certain recycled products ~~are~~ **are not** acceptable for use in this project. Any offeror proposing to use the recycled product preference must complete the recycled product preference schedule form in the solicitation and submit it with the offer.

OFFER (Must be fully completed by offeror)	
11. NAME AND ADDRESS OF OFFEROR (Include Zip Code) (*1)	12. REMITTANCE ADDRESS (Include only if different than item 11)
13. TELEPHONE NO. (Include area code) FAX NO.	14. EMAIL ADDRESS
15. FEDERAL EMPLOYER ID # (FEIN)	16. HAWAII GENERAL EXCISE ID #
17. BUSINESS ORGANIZATION (*2)	18. CONTRACTOR'S LICENSE NO.
19. The offeror agrees to perform the work required at the price(s) specified in the COST, TIME AND SCHEDULE article of Attachment A in strict accordance with the terms of this solicitation, including any attachments thereto, if this offer is accepted by the State of Hawaii within the time specified in the solicitation documents.	
20. The offeror has completed Attachment A.	
21. COMPLIANCE WITH §3-122-112 (HAR) {BIDDER'S INSTRUCTIONS: Mark one box only. If a Non-Hawaii Business, write your State's name where incorporated.}	
<p>The undersigned represents:</p> <p><input type="checkbox"/> A Hawaii Business incorporated or organized under the laws of the State of Hawaii.</p> <p>Or</p> <p><input type="checkbox"/> A Compliant Non-Hawaii Business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs, Business Registration Division to do business in the State of Hawaii. State of incorporation: _____</p>	
22A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
22B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge. (*3)	22C. DATE:

BIDDERS INSTRUCTIONS AND SOLICITATION, OFFER AND CONTRACT FORM FOOTNOTES (footnotes relate to boxes 11, 17 & 22B)

(*1) If the Offeror is a "dba" of a sole proprietor, furnish the exact legal name as registered with the Department of Commerce and Consumer Affairs.

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.

The address included in this box will be used for correspondence.

(*2) For Business Organization, enter one of the following: Sole Proprietor, Partnership, Corporation, Joint Venture, or Other.

(*3) MANUAL SIGNATURE REQUIRED: attach to this page evidence of the authority of this signatory to submit bids on behalf of the Offer, and also the names and residence addresses of all officers of the company.

Fill in information in all blank spaces or the bid may be invalidated. SOLICITATION, OFFER AND CONTRACT FORM MUST BE INTACT; MISSING PAGES OR ANY ALTERATIONS MAY INVALIDATE THE BID. TYPE OR WRITE ALL INFORMATION IN INK. USE INK FOR MANUAL SIGNATURE.

CONTRACT (To be completed by State of Hawaii)	
23. CONTRACT NO.	23A. CONTRACT DATE:
24. ITEMS ACCEPTED:	
25. AMOUNT:	27. PAYMENT WILL BE MADE BY: (Department) By _____ Signature _____ Print Name _____ Title
26. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 4 UNLESS DIFFERENT ADDRESS STIPULATED HERE <i>(7 copies unless otherwise specified)</i>	
COMPTROLLER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE	
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return ____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) any document incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed in Block 24. This award consummates the contract, which consists of (a) the State of Hawaii solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
28A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	29A. NAME OF COMPTROLLER <i>(Type or print)</i>
28B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge.	29B. STATE OF HAWAII By:
28C. DATE	

ATTACHMENT A

A. COST, TIME AND SCHEDULE

[PROJECT SITE]

[PROJECT NAME]

DAGS Job No: [00-00-0000]

1. COST:

TOTAL LUMP SUM BID PRICE \$ _____

_____ DOLLARS

{BIDDER'S INSTRUCTIONS: Fill in the total lump sum bid price in numbers and write out the total lump sum bid price in words.}

2. TIME:

See SECTION 01100 - PROJECT REQUIREMENTS for additional time and duration requirements.

Contract Duration [000] Calendar Days

3. SCHEDULE FOR WORK

Contractor shall commence and complete all work within the contract duration stipulated and as follows:

SPECIFIER'S NOTE: Only select one of the following OPTIONS and delete other OPTIONS.

SPECIFIER'S NOTE: Use OPTION 1 (Paragraphs 3a, 3b and 3c) for standard bid to allow contractors the choice of ordering materials, doing offsite fabrication and similar work, upon the receipt of the executed contract and a written authorization from the Contracting Officer before DAGS issues the formal NOTICE TO PROCEED. Refer to guidance provided under TG00800 SPECIAL CONDITIONS Section 1.01 regarding required modifications to the GENERAL CONDITIONS, SECTION 3.10 - NOTICE TO PROCEED when using OPTION 1.

OPTION 1

<a. After the project is awarded, the contractor shall begin preparatory work, obtain approvals, permits, process submittals or conduct other work as directed. The contractor shall not start any work at the jobsite or order any materials, unless the Contracting Officer specifically issues a written authorization to proceed with designated work.

b. Upon receipt of the executed contract and a written authorization from the Contracting Officer, the contractor may proceed with ordering materials, doing offsite fabrication and similar work, approved by DAGS, prior to issuance of the formal Notice to Proceed. The Contractor shall not start any

work at the jobsite before the formal Notice to Proceed is issued, unless the Contracting Officer specifically issues a written authorization to proceed with designated work. Payment for materials ordered and received prior to DAGS issuance of the formal Notice to Proceed are subject to the following conditions:

1. The contractor is responsible for all storage costs incurred. No additional compensation will be made;
 2. Ordering materials prior to the formal Notice to Proceed will not decrease or increase the specified contract time; and
 3. Conditions as specified in the DAGS 1999 INTERIM GENERAL CONDITIONS, and other conditions required by the contract documents.
- c. After issuance of the formal Notice to Proceed or upon written authorization from the Contracting Officer to proceed with designated work, the contractor shall order approved materials, do off-site fabrication and similar work. The contractor shall start and complete the jobsite work per the dates, times and durations noted in the COST, TIME AND SCHEDULE article.>

END OPTION 1

SPECIFIER'S NOTE: Use OPTION 2 (Paragraph 3a) only with the approval of the PUBLIC WORKS ADMINISTRATOR for short time frame construction projects with critical deadlines. Refer to guidance provided under TG00800 SPECIAL CONDITIONS Section 1.01 regarding modifications to the GENERAL CONDITIONS, SECTION 3.10 - NOTICE TO PROCEED when using OPTION 2.

OPTION 2

- <a. The Letter of Award also serves as the written formal Notice to Proceed. After the project is awarded, the contractor shall order approved materials, do off-site fabrication and similar work. Jobsite work shall start and be completed per the dates, times and durations noted in the COST, TIME AND SCHEDULE article.>

END OPTION 2

SPECIFIERS'S NOTE: Use OPTION 3 (Paragraph 3a and 3b) only with the approval of the PUBLIC WORKS ADMINISTRATOR for projects with anticipated NOTICE TO PROCEED will be longer than 270 days from bid open due to anticipated permit/approval delays or other justified delays.

OPTION3

- <a. After the project is awarded, the Contractor shall begin preparatory work, obtain approvals, permits, process submittals, or conduct other directed work. The contractor shall not start any work at the jobsite or order any materials before the formal Notice to Proceed is issued, unless the Contracting Officer specifically issues a written authorization to proceed with designated work.
- b. After issuance of the formal Notice to Proceed or upon written authorization from the Contracting Officer to proceed with designated work, the contractor shall order approved materials, do off-site fabrication and similar work. The contractor shall start and complete the jobsite work per the dates, times and durations noted in the COST, TIME AND SCHEDULE article.>

END OPTION3

B. BID SECURITY

Mark the applicable box. State in words and numerals the Bid Bond dollar amount. See the Bidder's Instructions at the end of this section for additional information.

Enclosed with this BID FORM:

- Surety Bond (*4)
- Cashier's Check (*6)
- Certified Check (*6)
- Share Certificate (*6)
- Treasurer's Check (*6)
- Legal Tender (*5)
- Certificate of Deposit (*6)
- Official Check (*6)
- Teller's Check (*6)

{BIDDER'S INSTRUCTIONS: * See below for footnotes.

- (*4) Surety bond underwritten by a company licensed to issue bonds in this State (Note: Surety bond shall be substantially in the form of the sample in the Appendix to the Interim General Conditions);
- (*5) Legal tender; or
- (*6) 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.}

In the amount of:

_____ DOLLARS (\$_____)

(Bid Security shall be no less than 5% of the total lump sum bid amount) as required by law.

C. RECEIPT OF ADDENDA AND BID CLARIFICATIONS

Bidder acknowledges receipt of the following Addenda and Bid Clarifications issued by the Department, and the bidder shall indicate by marking each applicable box:

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5
- Bid Clarification No. 1
- Bid Clarification No. 2
- Bid Clarification No. 3
- Bid Clarification No. 4
- Bid Clarification No. 5

SPECIFIER'S NOTE: Determine if any PREFERENCES will be used. Insert PREFERENCE article and the respective RECYCLED PRODUCT Preference Articles as applicable to the project; OTHERWISE, OMIT ARTICLE TEXT. If the RECYCLED PRODUCT Preference is not used, delete paragraph four.

D. PREFERENCE

Bidder agrees that:

1. Preferences are considered in the evaluation of bids; however, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

2. If granted recycled product preference and awarded the contract, the Contractor must use the designated products in the work; otherwise, the Contractor may be in default of the contract.
3. If granted the Apprenticeship Agreement Preference and awarded the contract, the Contractor must, for the duration of the contract, certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.
- [4. Regardless of whether a bidder requests to use the recycled product preference or chooses any other preference, all bidders are required to complete the RECYCLED PRODUCT PREFERENCE article. Failure to complete this article is sufficient cause to reject the bid.]

SPECIFIER'S NOTE: Add this article if qualified recycled products are available for this project. If there are no applicable products available, delete RECYCLED PRODUCT PREFERENCE article.

F. RECYCLED PRODUCT PREFERENCE

This project allows a price preference for recycled products of at least 5 percent of the price of the item. Irrespective of choosing any other preference, bidder shall complete this Recycled Product Schedule; otherwise, the bid may be rejected. Bidder shall fill in the cost for either the recycled product or non-recycled product.

SPECIFIER'S NOTE: Products listed under "Description" shown for example only. Fill in products, which meet the requirements of the specifications. Fill in the percent from 5 percent to 10 percent to be used for the respective product, see Project Coordinator for percentage to be used. The percent may be increased above 10 percent with authorization from the Public Works Administrator. MAKE SURE TO INCLUDE THE SPECIFICATIONS OF THE RECYCLED PRODUCT(S) IN THE TECHNICAL SPECIFICATIONS

Recycled Product Schedule

DESCRIPTION	PERCENT	RECYCLED PRODUCT COST	NON-RECYCLED PRODUCT COST
[Burnt Bagasse]		\$ _____	\$ _____
[Paving Material & Base]		\$ _____	\$ _____
[Sub-Base]		\$ _____	\$ _____
[Previous Backfill Material]		\$ _____	\$ _____

G. APPRENTICESHIP AGREEMENT PREFERENCE

SPECIFIER'S NOTE: Add the applicable sentence for the apprenticeship agreement preference. Note: the estimated cost range noted above shall correspond to the applicable paragraph added.

<The estimated value of the public works contract is less than \$250,000 and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (Act 17, SLH 2009) shall not apply.><The estimated value of the public works contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii

Revised Statutes §103-55.6 (Act 17, SLH 2009) shall apply. Complete self certification form below.

IMPORTANT: THIS SECTION MUST BE COMPLETED BY ALL BIDDERS REQUESTING THE APPRENTICESHIP PROGRAM PREFERENCE.

By submission of this offer, the Bidder certifies that it has indicated all apprenticeable trades it will employ for this project (excluding subcontractors) by checking all applicable boxes below:

- Bricklayer/Mason
- Carpenter
- Cement Finisher
- Construction Craft Laborer
- Construction Equip Operator
- Drywall
- Electrician
- Elevator Constructor
- Fire Sprinkler Fitter
- Floor Layer
- Glazier
- Heat & Frost Asbestos Insulator
- Heavy Duty Repairman/Welder
- Ironworker
- Painter
- Paving Equip Operator
- Plasterer
- Plumber
- Pointer/Caulker/Weatherproofer
- Refrig/AC
- Roofer
- Sheet Metal Worker
- Steamfitter/Welder
- Stone Mason
- Taper
- Telecommunication/CATV
- Tile Setter Installer Technician
- Truck Operator

The Contractor **must** submit a complete, valid Form1 for each apprenticeable trade indicated above to qualify for the preference.>

H. OTHER CONDITIONS

1. Bidder agrees to pay liquidated damages as specified in SECTION 00800 - SPECIAL CONDITIONS.
2. Bidder declares that its firm was not assisted or represented by an individual who has, in a State capacity, been involved in this project or this proposed contract in the past two consecutive years.

3. **Anti-collusion Certification** - In accordance with §3-122-192 (HAR), the bidder declares that the price submitted for this bid is independently arrived at without collusion.
4. **Certification for Safety and Health Programs for Offers in excess of \$100,000** - In accordance with HRS 396-18, the bidder certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the date when onsite construction starts. Bidder may obtain the requirements for the safety plan from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
5. **Labor and Wage Certification** (Chapter 104 HRS) - For projects in excess of \$2,000, the bidder shall comply with the requirements of Chapter 104 HRS, "Wages and Hours of Employment on Public Works Construction Projects" and shall certify that:
 - a. Individuals engaged in the performance of the contract on the job site shall not be paid less than wages the Director of Labor and Industrial Relations determines to be prevailing for corresponding classes of laborers and mechanics employed on public works projects, including any periodic adjustments to the prevailing wages during the performance of the contract; and
 - b. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
 - c. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.
6. Upon the acceptance of the bid by the Procurement Officer, the bidder must enter into and execute a contract and furnish a performance and payment bond. These bonds shall conform to the provisions of HRS Sections 103D-324 and 325, and any law applicable thereto.
7. **Compliance with §103D-310 HRS:** Bidder shall be incorporated or organized under the laws of the State or registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

SPECIFIER'S NOTE: Start **JOINT CONTRACTORS OR SUBCONTRACTORS** article on a new page. Bidder will fill out the table and complete the list of required specialty contractors. Provide several blank rows for the bidders to add or correct listing errors.

- I. **LISTING JOINT CONTRACTORS OR SUBCONTRACTORS** (HRS, 103D-302)
It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty contractor's licenses that are required to complete the project. The bidder acknowledges that as a general contractor ('A' or 'B' license) the bidder is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general contractor) to act as a specialty ('C' license) contractor in any area in which the bidder ('A' or 'B' general

contractor) has no specialty contractor's license. The bidder ('A' or 'B' general contractor) must have the appropriate 'C' specialty contractor's licenses either obtained on its own, or obtained automatically under HAR §16-77-32.

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.

Bidder agrees the completed listing of joint contractors or subcontractors is required for the project and that the bidder, together with the listed joint contractors and subcontractors, have all the specialty contractor's licenses to complete the work.

COMPLETE FIRM NAME JOINT CONTRACTOR OR SUBCONTRACTOR	NATURE OF WORK TO BE PERFORMED

J. LIQUIDATED DAMAGES

Liquidated damages in the sum stated in the Special Conditions will be deducted from the Contractor’s final payment if the work is not completed within the time specified in this solicitation and any time extensions granted in writing to the Contractor by the State.

K. COMPENSATION

All payments shall be made in the manner and at the times indicated in the Contract Documents.

It is understood and agreed that the compensation paid by the State to the Contractor shall include all expenses incurred by the Contractor for all loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulty encountered in the prosecution of the work; for all risks of every description connected with the work; and for all expenses incurred by or in consequence of the suspension or discontinuation of the work, except as set forth in the General Conditions.

It is further agreed by the parties that any portion of the Contract price payable to the Contractor out of federal funds shall be paid to the Contractor only when such federal funds are received, and this contract shall not be construed as binding the State to pay said portion out of any fund other than those which are received from the Federal government.

SPECIFIER’S NOTE: Add this paragraph if Solicitation, Offer and Contract form is being used in a tri-party agreement.

It is further understood that the compensation owed under this Contract shall be made by the [Agency Name]. The CONTRACTOR shall submit to DAGS for review and approval its original invoices billed to [Agency Name] and supporting documentation. DAGS will forward all approved invoices to the [Agency Name] for processing. The [Agency Name] shall make any payments directly to the CONTRACTOR.

L. GUARANTY OF WORK

The Contractor agrees to guaranty all work under this Contract for the period(s) stipulated in the Contract Documents from the project acceptance date.

If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are deficient, inferior, or not in accordance with the contract, the Contractor shall, when notified by the State, immediately place such guaranteed work in a condition satisfactory to the State and make repairs of all damage to the buildings, equipment and grounds made necessary in fulfillment of the guaranty. Everything necessary for the fulfillment of any guaranty shall be done without any expense to the State. It is understood that the performance and payment bond furnished by the Contractor under this Contract may be used to secure performance of Contractor's guaranty.

M. CONTRACT DOCUMENTS

It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise this contract and are fully a part of this Contract as though attached hereto or set forth at length herein: (1) Contractor's accepted proposal; (2) General Conditions; (3) Drawings; (4) Specifications, including the Notice to Bidders, Instructions to Bidders, and Special Conditions, Addenda, Bid Clarifications, if any; (5) ~~Combination~~ Performance Bond; and ~~(6)~~ Labor and Material Payment Bond; and ~~(7)~~ this Contract Agreement.

N. ENTIRE AGREEMENT

This Contract is the entire agreement between parties, and no alterations, changes, or additions thereto shall be made, except in writing approved by the parties.

O. ATTACHMENTS TO BE PROVIDED BY OFFER AS APPLICABLE

- Corporate Resolution
- Certificate of Vendor Compliance (HCE)
- Surety Bid Bond
- Power of Attorney

END OF SECTION