

**HO'OLEHUA WATER SYSTEM IMPROVEMENTS
PACKAGE 1 – HO'OLEHUA
IFB-18-HHL-008**

CONTRACTOR'S BID SUBMITTAL

Instructions for Bid Submittal

General Instructions for Bid Submittal

The bid offer form must be completed and submitted to the DHHL by the required due date and time, and in the form prescribed by the DHHL. Electronic mail and facsimile transmissions shall not be accepted.

For your convenience, an “IFB Checklist for Bidders” is included in this section for your use.

No supplemental literature, brochures or other unsolicited information should be included in the bid packet.

A written response is required for each item unless indicated otherwise.

Bid documents and all certifications should be written legibly or typed and completed with black ink.

I. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

Prospective Bidders must be capable of performing the work for which bids are invited, and must be capable of entering into a public contract of \$25,000 (twenty-five thousand dollars) or more.

B. NOTICE OF INTENTION TO BID

1. In accordance with Section 103D-310, Hawai‘i Revised Statutes, and Section 3-122-108, Hawai‘i Administrative Rules, a written notice of intention to bid must be submitted to the Chairman, who is the officer charged with letting the contract. The notice may be faxed, hand carried, mailed, or e-mailed to the office indicated in the Notice to Contractors.
2. The written notice must be received by the office indicated in the Notice to Contractors no later than the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. If the notice is faxed, the time of receipt by the Department fax machine shall be official. If the notice is sent by email, the time indicated in the date and time field of the email as received by the Department shall be official.

3. It is the responsibility of the prospective Bidder to ensure that the written notice of intention to bid is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective Bidder or by any method of conveyance chosen by the prospective Bidder.
4. If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their notice of intention to bid. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the Hawai'i Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must be registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 of the Hawai'i Revised Statutes, as amended.
5. No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawai'i or any of its political subdivisions or is in default of any obligation to the State of Hawai'i or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the Department.

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

1. Prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-21), properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, no later than 2:00 p.m. on the tenth calendar day prior to the day designated for opening bids. If the tenth calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the questionnaire must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The questionnaire will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. E-mail and facsimile (FAX) transmissions are not acceptable in whole or in part, under any circumstances. If the information in the questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

Instructions for Bid Submittal

2. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the Chairman shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.
3. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for the Department to disqualify a prospective Bidder.

D. PROPOSAL FORM

1. Prospective Bidders are being furnished with the proposal form giving the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.
2. All papers bound with or attached to the proposal form shall be considered a part thereof and shall not be detached or altered when the proposal is submitted.
3. The drawings, specifications and other documents designated in the proposal form will also be considered a part thereof whether attached or not.
4. When quantities for individual items of work are listed in the proposal form for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication agree that the actual quantity of work will correspond therewith.
5. On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to DHHL Construction General Conditions (CGC), Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES.
6. The Bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions herein. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the proposal in the spaces provided with ink.

7. If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the Department. If made by a corporation the proposal must show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the Department. If made by a joint-venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the Department.
8. Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.
9. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of the Departments right to eliminate entire portions of the work or to increase or decrease any or all the quantities shown in the proposal form.
10. By submitting a bid on the proposal form, a Bidder accepts the language therein as its own.

E BID SECURITY

1. Subject to the exceptions in Section 3-122-223(d) HAR, all lump sum bids of \$50,000 (fifty thousand dollars) and higher, or lump sum base bids including alternates of \$50,000 (fifty thousand dollars) and higher, that are not accompanied by bid security are non-responsive. Bid security shall be one of the following: §3-122-222(a) HAR

- a. Surety bid bond underwritten by a company licensed to issue bonds in this State which shall be substantially in the form of the Surety Bid Bond form in Procurement Circular No. 2007-05; or
 - b. Legal Tender; or
 - c. 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, 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 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be accepted.
 - (c) CAUTION - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Chairman.
2. Unless otherwise stated, the bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including all additive alternates or in an amount required by the terms of the federal funding, where applicable.
 3. If the Bidder is a corporation, evidence in the form of a corporate resolution, authorizing the corporate representative to execute the bond must be submitted with the proposal. (See sample in Appendix.) If the Bidder is a partnership, all partners must sign the bond or evidence in the form of a partnership agreement must be submitted showing the authority of the partner.
 4. If the Bidder is a joint-venture, all parties to the joint-venture must sign the bond; provided, that one party to the joint-venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.
 5. In the case where the award will be made on a group or item basis, the amount of bid security shall be based on the total bid for all groups or items submitted.

6. Bidders are cautioned that surety bid bonds which place a limit in value to the difference between the bid amount and the next acceptable bid, such value not to exceed the purported amount of the bond, are not acceptable. Also, surety bid bonds which place a time limit on the right of the State to make claim other than allowed by statutes or the GENERAL CONDITIONS are not acceptable. Bidders are hereby notified that a surety bid bond containing such limitation(s) is not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

F. BIDDER'S RESPONSIBILITY FOR EXAMINATION OF CONTRACT DOCUMENTS, SITE OF WORK, ETC.

The Bidder shall carefully examine the project site and study all Contract Documents (as defined in the DHHL Construction General Conditions) and any documents or items referenced therein and contract and bond forms therefore. The submission of a bid shall be considered as a warranty that the Bidder has made such examination and is informed of the conditions to be encountered in performing the Work and of the requirements of the Contract Documents and any documents and items referenced therein, and contract and bonds.

G. ADDENDA AND BID CLARIFICATIONS

1. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum.
2. The Department may alter, increase or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.
3. If a Bidder discovers what it considers to be a discrepancy, ambiguity, omission or doubt as to the meaning of drawings, specifications and any other bid or contract documents, the Bidder shall request in writing an interpretation from the Chairman.
4. If the Department agrees that a discrepancy, ambiguity, omission or doubt exists, it shall issue a written addendum to the bid documents to all prospective Bidders known to have received a solicitation eight (8) days before the bids are opened. The Department may extend the bid opening to allow at least eight (8) days from the notification date of the addendum. Upon notification by the Department, all Bidders/addressees shall be deemed to be on notice of the information therein whether or not the addendum is actually received. All addenda so issued shall become part of the contract documents.

5. No claim for additional compensation and/or time for performance will be allowed if the Contractor discovered, or in the exercise of reasonable care, should have discovered a discrepancy, ambiguity, omission or doubt for which an interpretation was not requested.

H. SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

1. Brand names of materials or equipment are specified or shown on the drawings to indicate a quality, style, appearance or performance and not to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Project Manager. The face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried or mailed to DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawai'i, 96707. In either case, the written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.
2. Submit three (3) sets of the written request, technical brochures, and a statement of variances.
3. A statement of variances must list all features of the proposed substitution which differ from the drawings, specifications and/or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product at no cost to the Department.
4. Any substitution request not complying with the above requirements will be denied. Substitution requests sent to other agencies and received by Project Manager after the deadline above will be denied.
5. An addendum shall be issued to inform all prospective Bidders of any accepted substitution.

I. DELIVERY OF PROPOSALS.

The entire proposal shall be placed together with the bid security, in a sealed envelope and delivered as indicated in the Notice to Bidders. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The time designated by the time stamping device in DHHL shall be official.

J. WITHDRAWAL OR REVISION OF PROPOSAL. Proposal may be modified prior to the deadline to submit the proposal by any of the following documents:

1 Withdrawal of Proposals:

- (a) A signed, written notice received in the office designated in the solicitation; or
- (b) A signed written notice faxed or e-mailed to the office designated in the solicitation.

2 Modification of Proposals:

- (a) A signed written notice received in the office designated in the solicitation, accompanied by a duly executed certificate of resolution for corporations, partnerships and joint-ventures, stating that a modification to the proposal is submitted; and
- (b) The actual modification sealed securely in a separate envelope or container, accompanying the written notice.
- (c) The modification may be sent by fax or email, provided that the originals must be submitted within two working days of the fax or email.

K. PUBLIC OPENING OF PROPOSALS.

Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

L. DISQUALIFICATION OF BIDDERS. Any one or more of the following causes will be considered as sufficient for the disqualification of a Bidder and the rejection of its proposal or proposals:

- 1. Non-compliance with Section I.A. QUALIFICATION OF BIDDERS;
- 2. Evidence of collusion among Bidders;

3. Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation;
4. Being in arrears on existing contracts with the State of Hawai‘i, or having defaulted on a previous contract with the State of Hawai‘i;
5. Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Questionnaire and Financial Statement for Bidders;
6. No contractor’s license or a contractor’s license which does not cover type of work contemplated;
7. More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name;
8. Delivery of bids after the deadline specified in the advertisement calling for bids;
9. Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms; and/or
10. Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawai‘i Revised Statutes, as amended.

M. PROTESTS

1. Protests shall be governed by Section 103D-701, Hawai‘i Revised Statutes, and amended hereafter, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, of the Hawai‘i Administrative Rules, and as amended hereafter.
2. The Chairman is the Department’s chief procurement officer to whom protests shall be addressed unless specified otherwise in the solicitation.

N. WRONGFUL REFUSAL TO ACCEPT A BID.

In the event the Chairman, for any reason, wrongfully refuses to accept what would otherwise be a responsive and responsible lowest bid, the exclusive remedy for such lowest Bidder shall be the recovery of the reasonable actual costs of preparing the bid. No other Bidder shall have any claim for damages.

II AWARD AND EXECUTION OF CONTRACT

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

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 and the results of such comparison shall be made public. In the event of a tie bid, the low Bidder shall be determined in accordance with HAR 3-122-34. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the Department.

B. IRREGULAR PROPOSALS.

Proposals will be considered irregular and may be rejected for the following reasons:

1. If the proposal is unsigned.
2. If bid security is not in accordance with Section I.E. BID SECURITY.
3. If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.
4. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
5. If the Bidder adds any provisions reserving the right to accept or reject an award.
6. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.
7. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.

8. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.
9. If in the opinion of the Chairman, the Bidder and/or its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all of the work.

C. CORRECTION OF BIDS AND WITHDRAWAL OF BIDS (§3-122-31 HAR)

1. Corrections to bids after bid openings but prior to award may be made under the following conditions:
 - (a) If the mistake is attributable to an arithmetical error, the Chairman shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.
 - (b) If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request. Examples of such mistakes include:
 - (1) Typographical errors;
 - (2) Transposition errors;
 - (3) Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.
 - (c) For reasons not allowable under Subsections II.C.1.(a) and II.C.1.(b) when the Chairman determines that the correction or waiver of an obvious mistake is in the best interest of the Department or is warranted for the fair treatment of other Bidders.

2. Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request.
3. Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the Chairman makes a written determination that the Department's procurement practices and policies would not be materially affected by such correction or withdrawal.

D. AWARD OF CONTRACT

1. The award of contract, if it be awarded, will be made within one hundred twenty (120) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Chairman in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.
2. If the contract is not awarded within the one hundred twenty (120) days noted in Subsection II.D.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.
3. No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawai'i Revised Statutes as amended.
4. The contract will be drawn on the forms furnished by the Chairman. The contract will not be binding on the Department until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.
5. Prior to award of the contract, the Department shall verify compliance with Sections 103D-310 and 103D-328 HRS via Hawai'i Compliance Express (HCE).

E. CANCELLATION OF AWARD.

The Department reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by the Department to any other Bidder.

F. RETURN OF BID SECURITY.

All bid securities, except those of the four (4) lowest Bidders, will be returned following the opening and checking of the proposals. The retained bid securities of the four lowest Bidders will be returned within five (5) working days following the complete execution of the contract.

G. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance and Payment Bonds shall be required for contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:
 2. Surety bonds underwritten by a company licensed to issue bonds in this State; 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, and payable on demand to the Department 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 a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.
4. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the Department shall have the remedies provided below under FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

H. EXECUTION OF THE CONTRACT

1. The contract shall be signed by the successful Bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the Bidder is awarded the contract for execution or within such further time as the Chairman may allow. No proposal or contract shall be considered binding upon the Department until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the Chairman shall also endorse thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the Department's amount required by such contract.
2. On any individual award totaling less than \$25,000 (twenty-five thousand dollars), the Department reserves the right to execute the contract by the issuance of a Purchase Order. Issuance of a Purchase Order shall result in a binding contract between the parties without further action by the Department. The issuance of a Purchase Order shall not be deemed a waiver of the General Conditions, and Contract Document requirements.

I. FAILURE TO EXECUTE THE CONTRACT

1. Before the Award. If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, the Department shall be entitled to retain as damages the amount established as bid security, and may take all appropriate actions to recover the damages sum from the property or third-party obligations deposited as bid security.
2. After the Award. If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Chairman may allow, the Department shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. The Department may apply all or part of the amount of the bid security to reduce its damages. If upon determination by the Department that the bid security exceeds the amount of its damages, it shall release or return the excess to the person who provided same.
3. Chairman's Options. Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Chairman may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Chairman may deem to be in the best interests of the Department.

IFB Checklist for Bidders
IFB-18- HHL-008
Ho‘olehua Water System Improvements
Package 1 – Ho‘olehua

Items required prior to Bid Opening:

- Notice of Intention to Bid, due on **4:00 p.m., July 6, 2018.**
- SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division due on **4:00 p.m., July 6, 2018.**

Items required with Sealed Bid:

- Bid Package Envelope Cover (with the words “Sealed Bid”), included with this IFB.

The Envelope Cover Form shall be used for Sealed Bid Envelopes. The cover form should be glued or taped to the front of the bid envelope and the information type- written or printed clearly in ink.

- Bid Offer Form (included with this IFB)

The total sum bid amount must be typed or clearly written in both numbers and words in the appropriate space on the Bid Offer Form. Illegible writing on any portion of the Bid Offer Form, except for the signee’s signature, may be grounds for considering a Bid “non-responsive”.

- Corporate Resolution (Indicating who is authorized to sign bid documents and contracts)
- Bid Security
- Form 1 – Certification of Bidder’s Participation in Approved Apprenticeship Program Under Act 17 (Apprenticeship Agreement Preference, if any).
- Form RD 400-6 Compliance Statement
- Equal Employment Opportunity Policy Statement
- Form AS-1048 U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- RD Instruction 1940-Q Exhibit A-1 Certification for Contracts, Grants and Loans
- Standard Form – LLL, Disclosure of Lobbying Activities (if applicable)

DEPARTMENT OF HAWAIIAN HOME LANDS
LAND DEVELOPMENT DIVISION

**HO‘OLEHUA WATER SYSTEM IMPROVEMENTS
BID PACKAGE 1 - HO‘OLEHUA**

HO‘OLEHUA, MOLOKA‘I, HAWAI‘I

IFB NO.: IFB-18-HHL-008

SEALED BID

Submitted by:

Address:

Date:

**STATE OF HAWAI‘I
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

HO‘OLEHUA WATER SYSTEM IMPROVEMENTS

HO‘OLEHUA, MOLOKA‘I, HAWAI‘I

TAX MAP KEYS:

Portions of: (2) 5-2-002, (2) 5-2-004, (2) 5-2-005, (2) 5-2-006, (2) 5-2-007, (2) 5-2-010, (2) 5-2-012, (2) 5-2-13, 5-2-21, (2) 5-2-023, (2) 5-2-024 & (2) 5-2-025

IFB No.: IFB-18-HHL-008

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawai‘i 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-18-HHL-008. The State of Hawai‘i’s (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-18-HHL-008 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State’s opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawai‘i Revised Statutes (HRS) § 103-55.5.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: _____

The undersigned represents that it is: **(Check ✓ one only)**

- A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i; **OR**
- A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, is or shall be registered at the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawai'i.

State of incorporation: _____

Offeror is:

Sole Proprietor Partnership Corporation Joint Venture Other: _____

Federal ID No.: _____

Hawai'i General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address.: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

*If Offeror shown above 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 following bid is hereby submitted for the Hoolehua Water System Improvements to the Department of Hawaiian Home Lands.

SITE 1 – KAULUWAI WELL SITE

0.2 MG RESERVOIR SITE WORK

- | | | | | |
|----|------|---|----------|----------|
| 1. | L.S. | 200,000-gallon reservoir, including subbase, base course, structural fill, liners, piping & fittings to exterior face of footing, ladders, landings, railings, hatches, vents, finishes and all appurtenances and incidentals. | Lump Sum | \$ _____ |
| | | | | |
| 2. | L.S. | Grading and drainage, including reservoir site clearing & grubbing; unclassified excavation for 0.9 MG reservoir, embankments - fill & backfill; roadway excavation, disposal of excess material; installation of drain pit, inclusive of structural excavation, crushed rock base and backfill. Inclusive of retaining walls. | Lump Sum | \$ _____ |
| | | | | |
| 3. | L.S. | Paving, including 6" aggregate base course, inclusive of hauling, spreading, laying, and compacting; 2" Asphaltic Concrete paving, inclusive of hauling, spreading, laying, rolling and compacting; smooth-riding connection and all incidentals. | Lump Sum | \$ _____ |
| | | | | |
| 4. | L.S. | Site piping work, including influent/effluent line, overflow line, washout line, perimeter drain, sampling line, copper pressure line, connection to existing influent/effluent line, inclusive of fittings, valves, valve boxes, concrete blocks, trench excavation, cushion and backfill, all appurtenant and incidental items. | Lump Sum | \$ _____ |

ABOVE-GROUND DIESEL FUEL STORAGE TANK

- | | | | | |
|----|------|---|----------|----------|
| 5. | L.S. | Grading, paving and fencing, including roadway excavation and backfill, disposal of excess material; 6" aggregate base course inclusive of hauling, spreading, laying and compacting, 2" A. C. paving inclusive of hauling, spreading, laying, rolling and compacting; smooth-riding connection and all incidentals; 8-ft. high chain link fencing and new 16-ft. wide double swing gate inclusive of all appurtenant and incidental items. | Lump Sum | \$ _____ |
| 6. | L.S. | Installation of diesel fuel storage tank and appurtenances, including all equipment on fuel tank per manufacturer's recommendations, site grading, concrete foundation and bollards per manufacturer's recommendations, all appurtenant and incidental items. | Lump Sum | \$ _____ |
| 7. | L.S. | Fuel oil piping, including all fittings, valves, trench excavation and backfill, containment, connection to existing generator set fuel line, all appurtenant and incidental items. | Lump Sum | \$ _____ |
| 8. | L.S. | Electrical system, including preliminary site investigation, electrical power and controls including alarm circuit input into existing SCADA system, all appurtenant components and incidental items. Inclusive of booster pump and deep well pump replacement. | Lump Sum | \$ _____ |

BOOSTER PUMP REPLACEMENT

9. L.S. Booster pump replacement, including two (2) booster pumps, disposal of construction and demolition debris, installation of concrete pad, connection to electrical and existing water system. Inclusive of deep well pump replacement.

Lump Sum \$ _____

MISCELLANEOUS ITEMS

10. L.S. Fire Contingency Plan, including preparation, submittal and processing for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the entire contract.

Lump Sum \$ _____

11. ALLOW Field Office, including installation and removal, in place complete.

Allowance \$ 14,875.00

12. 1 Each, Project Sign for Department of Hawaiian Home Lands (DHHL) in place complete.

Per Each \$ _____ \$ _____

13. 1 Each, Project Sign for United States Department of Agriculture (USDA) in place complete.

Per Each \$ _____ \$ _____

- | | | | | |
|-----|-------|---|-----------|---------------------|
| 14. | L.S. | Temporary Erosion Control Measures and compliance with the National Pollution Discharge Elimination System (NPDES) Permit, including submittals to the State Department of Health (inclusive of, but not limited to, obtaining the permit, installation and removal of silt fences, BMPs, watering and roadway cleaning). | Lump Sum | \$ _____ |
| 15. | L.S. | Mobilization, including obtaining insurance, bonds, grading/permits, scheduling, submittals and other activities to mobilize for project. | Lump Sum | \$ _____ |
| 16. | L.S. | Demobilization, including removing excess materials and equipment, clean-up. | Lump Sum | \$ _____ |
| 17. | ALLOW | Archaeological Monitoring. | Allowance | \$ <u>81,460.00</u> |
| 18. | ALLOW | Implementation of the Historic Preservation Plan. | Allowance | \$ <u>20,000.00</u> |

SITE 3 – KAULUWAI 1.0 MG RESRVOIR

INSTALL CONTROL VALVES

19. L.S. Install new 6" pipe, including fittings, concrete blocks, all appurtenant and incidental items, inclusive of excavation, cushion and backfill, cutting and plugging of existing 6" piping, and connection to existing 6" piping.

Lump Sum \$ _____

20. 12,250 Lin. Ft., Install new 6" pipeline, including meter, meter box, valves, valve boxes, fittings, concrete blocks, all appurtenant and incidental items; inclusive of excavation, cushion and backfill, cutting and removal of existing 6" piping, meter, meter box, valve, valve boxes, concrete blocks and connection to existing 6" piping with all appurtenant and incidental items.

Per Lin. Ft. \$ _____ \$ _____

MISCELLANEOUS ITEMS

21. L.S. Fire Contingency Plan, including preparation, submittal and processing for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the entire contract.

Lump Sum \$ _____

22. ALLOW Field Office, including installation and removal, in place complete.

Allowance \$ 5,950.00

23.	1	Each, Project Sign for Department of Hawaiian Home Lands (DHHL) in place complete.	Per Each	\$ _____	\$ _____
24.	1	Each, Project Sign for United States Department of Agriculture (USDA) in place complete.	Per Each	\$ _____	\$ _____
25.	L.S.	Temporary Erosion Control Measures and compliance with the National Pollution Discharge Elimination System (NPDES) Permit, including submittals to the State Department of Health (inclusive of, but not limited to, obtaining the permit, installation and removal of silt fences, BMPs, watering and roadway cleaning).	Lump Sum		\$ _____
26.	L.S.	Mobilization, including obtaining insurance, bonds, grading/permits, scheduling, submittals and other activities to mobilize for project.	Lump Sum		\$ _____
27.	L.S.	Demobilization, including removing excess materials and equipment, clean-up.	Lump Sum		\$ _____
28.	ALLOW	Archaeological Monitoring.	Allowance		\$ <u>89,370.00</u>

SITE 4 – HOOLEHUA 2x3.5 MG RESRVOIR

REPLACE FLOW CONTROL VALVES AND INFLUENT PIPING

29. L.S. Construct control valves, vault and site work, including clearing and grubbing, structural excavation and backfill, inclusive of disposal of excess material; masonry, reinforcing steel, steel plate covers, miscellaneous metals, all appurtenant and incidental items.
- Lump Sum \$ _____
30. L.S. Installation of flow and level control valves, including 6" piping, fittings, gate valves, air release valves, copper piping inclusive of connecting to existing copper pipe, cutting existing copper pipe, remove portion of copper pipe and existing pressure gauge, concrete blocks and pedestals, all appurtenant and incidental items.
- Lump Sum \$ _____
31. L.S. Install new 6" influent piping, including gate valves, fittings, pipe straps, concrete blocks and pedestals, connection of two existing 6" piping to two reservoirs, all appurtenant and incidental items, inclusive of removal and disposal of existing 6" C.I. piping.
- Lump Sum \$ _____
32. L.S. Install new exterior galvanized steel vertical ladder, including all appurtenant and incidental items for the safe and proper installation of new ladder, inclusive of removal and disposal of existing ladder.
- Lump Sum \$ N.I.C.

2x3.5 MG TANK REPAIRS

33. L.S. Tank repair, including replacement of rebar, resurface tank exterior, installation of ancillary equipment, excavation and disposal of construction debris.

Lump Sum \$ _____

34. L.S. Fencing, 8-foot high fencing around both tanks and new access road, including excavation and disposal of construction debris.

Lump Sum \$ _____

35. L.S. Roadway grading and paving, 5,280 linear feet including roadway excavation, backfill, disposal of excess material; 6" aggregate base course and 2" ac pavement, inclusive of hauling, spreading, laying, rolling and compacting with smooth-riding connection.

Lump Sum \$ _____

36. 5 Each, Butterfly valve replacement, including replacement of 20" butterfly valves, re-aligning manholes, excavation and debris disposal.

Per Each \$ _____ \$ _____

MISCELLANEOUS ITEMS

37. L.S. Fire Contingency Plan, including preparation, submittal and processing for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the entire contract.

Lump Sum \$ _____

38.	ALLOW	Field Office, including installation and removal, in place complete.	Allowance	\$ <u>5,950.00</u>
39.	1	Each, Project Sign for Department of Hawaiian Home Lands (DHHL) in place complete.	Per Each	\$ _____ \$ _____
40.	1	Each, Project Sign for United States Department of Agriculture (USDA) in place complete.	Per Each	\$ _____ \$ _____
41.	L.S.	Temporary Erosion Control Measures and compliance with the National Pollution Discharge Elimination System (NPDES) Permit, including submittals to the State Department of Health (inclusive of, but not limited to, obtaining the permit, installation and removal of silt fences, BMPs, watering and roadway cleaning).	Lump Sum	\$ _____
42.	L.S.	Mobilization, including obtaining insurance, bonds, grading/permits, scheduling, submittals and other activities to mobilize for project.	Lump Sum	\$ _____
43.	L.S.	Demobilization, including removing excess materials and equipment, clean-up.	Lump Sum	\$ _____
44.	ALLOW	Archaeological Monitoring.	Allowance	\$ <u>89,370.00</u>

SITE 5 – PUU HELEAKALA IMPROVEMENTS

NEW 8” TRANSMISSION MAIN AND FIRE HYDRANTS

45.	3,350	Linear Foot, Install new 8" pipe, including trench excavation, pipe cushion and backfill, trench repaving where applicable, 8" gate valves, valve boxes, fittings, concrete blocks, all appurtenant and incidental items		
		Per Linear Foot	\$ _____	\$ _____
46.	2	Each, Install 6" Gate Valve, including valve box, all appurtenant and incidental items.		
		Per Each	\$ _____	\$ _____
47.	2	Each, Install Fire Hydrant Assembly, Including 6" pipe, concrete pads reflector post, concrete blocks, all appurtenant and incidental items.		
		Per Each	\$ _____	\$ _____

MISCELLANEOUS ITEMS

48.	L.S.	Fire Contingency Plan, including preparation, submittal and processing for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the entire contract.		
		Lump Sum		\$ _____
49.	ALLOW	Field Office, including installation and removal, in place complete.		
		Allowance		\$ <u>5,950.00</u>

50.	1	Each, Project Sign for Department of Hawaiian Home Lands (DHHL) in place complete.	Per Each	\$ _____	\$ _____
51.	1	Each, Project Sign for United States Department of Agriculture (USDA) in place complete.	Per Each	\$ _____	\$ _____
52.	L.S.	Temporary Erosion Control Measures and compliance with the National Pollution Discharge Elimination System (NPDES) Permit, including submittals to the State Department of Health (inclusive of, but not limited to, obtaining the permit, installation and removal of silt fences, BMPs, watering and roadway cleaning).	Lump Sum		\$ _____
53.	L.S.	Mobilization, including obtaining insurance, bonds, grading/permits, scheduling, submittals and other activities to mobilize for project.	Lump Sum		\$ _____
54.	L.S.	Demobilization, including removing excess materials and equipment, clean-up.	Lump Sum		\$ _____
55.	ALLOW	Archaeological Monitoring.	Allowance		\$ <u>66,200.00</u>

SITE 6 – HOOLEHUA PRESSURE BREAKER TANK ROADWAY

12-FOOT WIDE ACCESS ROAD

56. L.S. Replace ancillary equipment, including replacement of butterfly valves, all appurtenant and incidental items, excavation and disposal of demolition and construction debris.
- Lump Sum \$ _____
57. 7,920 Linear Foot, Construct new 12-foot wide access road, including roadway excavation and backfill, disposal of excess material, pavement, and fencing and gates to support new access road.
- Per Linear Foot \$ _____ \$ _____
58. 5 Each, Butterfly replacement, including replacement of 20" butterfly valves, realigning manholes, excavation and debris disposal.
- Per Each \$ _____ \$ _____

MISCELLANEOUS ITEMS

59. L.S. Fire Contingency Plan, including preparation, submittal and processing for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the entire contract.
- Lump Sum \$ _____
60. ALLOW Field Office, including installation and removal, in place complete.
- Allowance \$ 5,950.00

61.	1	Each, Project Sign for Department of Hawaiian Home Lands (DHHL) in place complete.	Per Each	\$ _____	\$ _____
62.	1	Each, Project Sign for United States Department of Agriculture (USDA) in place complete.	Per Each	\$ _____	\$ _____
63.	L.S.	Temporary Erosion Control Measures and compliance with the National Pollution Discharge Elimination System (NPDES) Permit, including submittals to the State Department of Health (inclusive of, but not limited to, obtaining the permit, installation and removal of silt fences, BMPs, watering and roadway cleaning).	Lump Sum		\$ _____
64.	L.S.	Mobilization, including obtaining insurance, bonds, grading/permits, scheduling, submittals and other activities to mobilize for project.	Lump Sum		\$ _____
65.	L.S.	Demobilization, including removing excess materials and equipment, clean-up.	Lump Sum		\$ _____
66.	ALLOW	Archaeological Monitoring.	Allowance		\$ <u>66,200.00</u>

SITE 7 – HOOLEHUA VARIOUS IMPROVEMENTS

VALVE REPLACEMENT

67.	7	Each, Pressure Reducing Valve Replacement, including replacement of 12" gate valves, realigning manholes, excavation and debris disposal.	Per Each	\$ <u>N.I.C.</u>	\$ <u>N.I.C.</u>
68.	2	Each, Pressure Reducing Valve Station Replacement, including 2-new Pressure Reducing Valve at each location, fittings and piping, adjusting manholes, excavation, backfill and disposal of excess material.	Per Each	\$ _____	\$ _____
69.	11	Each, Air Relief Valve Replacement, including new Air Relief Valve, excavation, backfill and disposal of excess material.	Per Each	\$ _____	\$ _____

INVENTORY STORAGE

70.	L.S.	Maintenance Yard Improvements, including demolition of existing structure, expansion of existing concrete pad, construction of new structure, grading, excavation, installation of a fire hydrant, site infrastructure (water, sewer, drain), and power connections, lighting, fencing and ancillary equipment; inclusive all plans, specifications and permits necessary to construct, special inspections (as required) and as-built drawings.	Lump Sum		\$ _____
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MISCELLANEOUS ITEMS

71.	L.S.	Fire Contingency Plan, including preparation, submittal and processing for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the entire contract.	Lump Sum	\$ _____
72.	ALLOW	Field Office, including installation and removal, in place complete.	Allowance	\$ <u>5,950.00</u>
73.	1	Each, Project Sign for Department of Hawaiian Home Lands (DHHL) in place complete.	Per Each	\$ _____ \$ _____
74.	1	Each, Project Sign for United States Department of Agriculture (USDA) in place complete.	Per Each	\$ _____ \$ _____
75.	L.S.	Temporary Erosion Control Measures and compliance with the National Pollution Discharge Elimination System (NPDES) Permit, including submittals to the State Department of Health (inclusive of, but not limited to, obtaining the permit, installation and removal of silt fences, BMPs, watering and roadway cleaning).	Lump Sum	\$ _____

76.	L.S.	Mobilization, including obtaining insurance, bonds, grading/permits, scheduling, submittals and other activities to mobilize for project.	Lump Sum	\$ _____
77.	L.S.	Demobilization, including removing excess materials and equipment, clean-up.	Lump Sum	\$ _____
78.	ALLOW	Archaeological Monitoring.	Allowance	\$ <u>89,370.00</u>

ALL SITES

79.	ALLOW	Required mitigation for the inadvertent discovery of human burials within the project area.	Allowance	\$ <u>100,000.00</u>
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TOTAL BID AMOUNT = _____
 _____ Dollars (\$ _____).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before **Seven Hundred Thirty (730)** calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawai‘i Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai‘i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the Bidder’s amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the Bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the Bidder will employ to construct the public works project for which the bid is being made.
 - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the Bidder to obtain the preference.
 - c. The Bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
 - d. If a Bidder’s employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the Bidder need only be a party to the carpenter’s apprenticeship agreement and does not need to be a party to the laborer’s apprenticeship agreement in order to qualify for the preference. The Bidder is not “employing” a laborer, only a carpenter, and so only needs to be a party to the carpenter’s apprenticeship agreement.
 - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A Bidder’s employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the Bidder only employs carpenters to perform work in the carpentry and labor trades, then the Bidder only needs to be a party to the carpenter’s apprenticeship agreement in order to qualify for the preference. However, on another project if the same Bidder employs both carpenters and laborers, then the Bidder will not qualify for the preference if the Bidder is only a party to the carpenter’s apprenticeship agreement and not the laborer’s apprenticeship agreement.

2. State the trades the Bidder will employ to perform the work;

3. For each trade to be employed to perform the work, the Bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);
4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the Bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed signed original must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/>.

Upon receiving *Certification Form 1*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the Bidder will not qualify for the preference.

If the Bidder is certified to participate in an apprenticeship program for each trade which will be employed by the Bidder for the project, a preference will be applied to decrease the Bidder's total bid amount by five per cent (5%) for evaluation purposes.

Should the Bidder qualify for other preferences, all applicable preferences shall be applied to the bid amount.

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low Bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The Bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

METHOD OF AWARD

The Bidder is required to bid on the entire project. The low Bidder shall be determined by the procedures outlined in items 1) through 4) below:

1. Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
2. The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
3. The low Bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
4. If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low Bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

5. The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
6. After determining the low Bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
 - a. It is in the best interest of the State;
 - b. Funds are available at time of the award; and
 - c. The combination of the Base Bid plus Alternate does not change the apparent low Bidder.
7. In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive Bidder to award a contract within available funds.
8. In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

OTHER CONDITIONS

1. The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
2. By submitting this bid, 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 one (1) year.
3. By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
4. Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawai'i Revised Statutes, and any law applicable thereto.
5. The quantities given herewith are approximate only and are subject to increase or decrease.
6. The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
7. If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
8. Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawai'i Revised Statutes, by submitting this bid, the undersigned certifies that his firm 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.

9. Any contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

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

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

Bid Security in the amount of: _____

_____ DOLLARS (\$ _____)

as required by law, is enclosed herewith in the form of:

- | | |
|--|---|
| <input type="checkbox"/> Surety Bond (*1) | <input type="checkbox"/> Official Check (*3) |
| <input type="checkbox"/> Legal Tender (*2) | <input type="checkbox"/> Share Certificate (*3) |
| <input type="checkbox"/> Cashier's Check (*3) | <input type="checkbox"/> Teller's Check (*3) |
| <input type="checkbox"/> Certificate of Deposit (*3) | <input type="checkbox"/> Treasurer's Check (*3) |
| <input type="checkbox"/> Certified Check (*3) | |

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.)

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

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 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 of 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. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____, a Hawai'i Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation _____, Hawai'i, on _____ day of _____, 20_____, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

“RESOLVED that any individual at the time holding the position(s) of _____, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawai'i or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said

_____ this _____ day of _____, 20____.

Secretary

END OF BID