

2020 MAR 34 AM 9: 39

Dept. of Hawaiian Home Land.
Maui District Office

2020 MAR 34 AM 9: 40

Dept. of Hawaiian Home Land.
Maui District Office

DEPARTMENT OF HAWAIIAN HOME LANDS

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

KULA, MAUI, HAWAII

(2) 2-2-002: 014; (2) 2-2-033: 007, 009-020 & 038-058 and (2) 2-2-034: 016-026

IFB NO.: IFB-20-HHL-023

SEALED BID

Submitted by: ALPHA INC.

Address: P.O. BOX 330449, KAHULUI, HI 96733

Date: 05/04/2020

Bid Package Envelope Cover

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

KEOKEA & WAIOHULI, MAKAWAO, MAUI

**TAX MAP KEYS: (2) 2-2-002: 014; (2) 2-2-033: 007 to 008, 009 to 022, 025 to 027 &
038 to 058 AND (2) 2-2-034: 016-026**

IFB NO.: IFB-20-HHL-023

Mr. William Aila, Jr., Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Dear Mr. Aila:

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-20-HHL-023. The State of Hawaii'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-20-HHL-023 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 Hawaii 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: 5/4/2020

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

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

State of incorporation: Hawaii

Offeror is:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: _____

Federal ID No.: 90-0655602

Hawaii General Excise Tax ID No.: GE-153-510-0928-01

Telephone No.: (808) 873-3883

Fax No.: (808) 873-3884

E-Mail Address: Alphainc@alphahawaii.com

Payment address (other than street address below)

P.O. Box 330449 Kahului, HI 96733
(Street Address, City, State, Zip Code)

Business address

P.O. Box 330449 Kahului, HI 96733
(Street Address, City, State, Zip Code)

Respectfully submitted:


Authorized (Original) Signature

James Stenger President

Name and Title (Please Type or Print)

* Alpha Inc
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 IFB-20-HHL-023 for the Department of Hawaiian Home Lands.

KEOKEA-WAIOHULI SUBIVISION, PHASE 2A

The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications. Note. Prices are subject to general excise tax (GET).

Item No.	Estimated Quantity	Description	Unit Price	Total
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications.

MASS GRADING

1.	20	Acres, Clearing and Grubbing, including handling and removal of vegetation, unsuitable material, and debris off of DHHL Lands.	Per Acre	<u>\$ 14,000.00</u>	<u>\$ 280,000.00</u>
2.	86,500	Cu. Yds., Mass Grading of Unclassified excavation for roads, swales, lot access, culvert access roads and lot improvement, including Removal and Replacement of ash materials off of DHHL Lands (embankment =85,500 cu. yds.).	Per Cu. Yd.	<u>\$ 26.50</u>	<u>\$ 2,292,250.00</u>
TOTAL – MASS GRADING (Items 1 to 2 inclusive)					<u><u>\$ 2,572,250.00</u></u>

ROAD CONSTRUCTION

3.	98,100	Sq. ft., Fine grading of roadway, inclusive of subgrade preparation and Geofabric.	Per Sq. Ft.	<u>\$ 1.00</u>	<u>\$ 98,100.00</u>
4.	1,000	Cu. yds., Aggregate Subbase Course, 6" thick.	Per Cu. Yds.	<u>\$ 45.00</u>	<u>\$ 45,000.00</u>
5.	10,900	Sq. yds., Base Course, 6" thick.	Per Sq. Yds.	<u>\$ 15.00</u>	<u>\$ 163,500.00</u>
6.	3,685	Sq. yds., Asphaltic concrete pavement, 1-1/2" thick.	Per Sq. Yds.	<u>\$ 24.00</u>	<u>\$ 88,440.00</u>

7.	4,500	Sq. yds., Asphaltic concrete pavement, 2" thick.	Per Sq. Yds.	<u>\$ 24.00</u>	<u>\$ 108,000.00</u>
8.	2,710	Sq. yds., Concrete road pavement and shoulder, 6" thick.	Per Sq. Yds.	<u>\$ 123.00</u>	<u>\$ 333,330.00</u>
9.	L.S.	Asphaltic concrete road pavement transition to existing A.C. roadway; In place complete.	Lump Sum	<u>\$ 4,000.00</u>	<u>\$ 4,000.00</u>
10.	L.S.	Concrete road pavement transition to existing concrete roadway; In place complete.	Lump Sum	<u>\$ 4,000.00</u>	<u>\$ 4,000.00</u>
11.	90	Lin. ft., Concrete header.	Per Lin. Ft.	<u>\$ 45.00</u>	<u>\$ 4,050.00</u>
12.	90	Lin. ft., Wooden barricade as shown in the plans.	Per Lin. ft..	<u>\$ 35.00</u>	<u>\$ 3,150.00</u>
13.	L.S.	Remove existing wooden barricade and concrete header.	Lump Sum		<u>\$ 1,500.00</u>
14.	L.S.	Construction of 10' wide Non-Paved Lot Access (220 LF); In place complete.	Lump Sum		<u>\$ 16,000.00</u>
15.	L.S.	Construction of 10' A.C. Paved Culvert Access Roads (590 LF) including Geofabric (360 SY) and cattle gate; In place complete.	Lump Sum		<u>\$ 122,000.00</u>
16.	7	Each, Standard County street survey monument.	Each	<u>\$ 1,500.00</u>	<u>\$ 10,500.00</u>
17.	4	Each, Standard street name sign.	Each	<u>\$ 1,500.00</u>	<u>\$ 6,000.00</u>
18.	11	Each, Traffic sign with post.	Each	<u>\$ 1,500.00</u>	<u>\$ 16,500.00</u>
19.	L.S.	Centerline pavement striping, intersection markings and raised pavement markers.	Lump Sum		<u>\$ 16,000.00</u>

TOTAL – ROAD CONSTRUCTION
(Items 3 to 19 inclusive)

\$ 1,040,070.00

DRAINAGE SYSTEM

20. L.S. Construction of Drain Culvert “M-1” @ Road “M” Station 4+40.37 including excavation and backfill, construction of CRM inlet and outlet, GRP swale outlet, 73 lin. ft. of 19’ x 8’-3” single radius annular arch, and 227 lin. ft. of metal guardrail; In place complete.

Lump Sum

\$ 286,000.00

21. L.S. Construction of Drain Culvert “M-2” @ Road “M” Station 6+63.28 including excavation and backfill, construction of CRM inlet and outlet, GRP swale outlet, 67 lin. ft. of 36” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 165 lin. ft. of metal guardrail; In place complete.

Lump Sum

\$ 155,000.00

22. L.S. Construction of Drain Culvert “M-3” @ Road “M” Station 9+21.16 including excavation and backfill, construction of Type “B” catch basin “M-3a” with transition gutter, Type “B” catch basin “M-3b” with transition gutter, CRM outlet, GRP swale outlet, 49 lin. ft. of 24” corrugated aluminum pipe and 60 lin. ft. of 18” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 64 lin. ft. of metal guardrail; In place complete.

Lump Sum

\$ 95,000.00

23. L.S. Construction of Drain Culvert “M-4” @ Road “M” Station 14+06.45 including excavation and backfill, construction of Type “F” catch basin “M-4a” with transition gutter, Type “B” catch basin “M-4b” with transition gutter, Type “B” catch basin “M-4c” with transition gutter, CRM inlet, GRP swale outlet, 49 lin. ft. of 24” corrugated aluminum pipe and 159 lin. ft. of 18” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 102 lin. ft. of metal guardrail; In place complete.

Lump Sum

\$ 85,000.00

24.	L.S.	Construction of Drain Culvert "M-5" @ Road "M" Station 17+96.58 including excavation and backfill, construction of Type "B" catch basin "M-5a" with transition gutter, CRM inlet, GRP swale outlet, 45 lin. ft. of 24" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation; In place complete.	Lump Sum	<u>\$ 90,000.00</u>
25.	L.S.	Construction of Drain Culvert "Keanuhea Culvert-1" @ Keanuhea Street Station 42+71 including trench excavation, backfill, and restoration of Keanuhea Street, construction of CRM inlet and outlet, 71 lin. ft. of 36" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation and 130 lin. ft. of metal guardrail, relocation of existing water laterals; In place complete.	Lump Sum	<u>\$ 110,000.00</u>
26.	L.S.	Construction of Drainage System for Extension of Pahiliko Street including excavation and backfill, construction of Type "B" catch basin "E5" with transition gutter, Type "B" catch basin "E5a" with transition gutter, standard drain manhole "E6", standard drain manhole "E7", Type "B" catch basin "E7a" with transition gutter, CRM outlet "E4", and 458 lin. ft. of 18" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation; In place complete.	Lump Sum	<u>\$ 85,000.00</u>
TOTAL – DRAINAGE SYSTEM (Items 20 to 26 inclusive)				<u><u>\$ 906,000.00</u></u>

SWALE CONSTRUCTION

27.	L.S.	Construction of Trapezoidal Grass Swale (1' bottom width x 1.5' depth) including Swale transition, Hydro-Mulch Seeding (5,200 SY) and 90-day Maintenance; In place complete. Swale Nos. 78B, 80, 81B, 82, 83, 86B, 88A, 104A, 106, 108, 110, 111, 113, 117B, 118, 119A, 120, 121A, 121B, 123B, 124A, 156, 157, 159, 162, 165A, 169, 170, 171B, 172, 175A, 186B, 188, 189C, 190, 191C, 193, 194, 195, and 196 (6,580 LF); In place complete.	Lump Sum	<u>\$ 257,000.00</u>
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28.	L.S.	Construction of Trapezoidal Grass Swale (1' bottom width x 2' depth) including Swale transition, Hydro-Mulch Seeding (340 SY) and 90-day Maintenance; In place complete. Swale Nos. 77 and 76 (340 LF); In place complete.	Lump Sum	<u>\$ 25,000.00</u>
29.	L.S.	Construction of Trapezoidal GRP Swale (2' bottom width x 2' depth) including Swale transition/merge/connection, GRP (2,990 SY), and concrete block energy dissipators; In place complete. Swale Nos. 85A, 85B, 86A, 119B, 121C, 158, 160, 161, 163, 165B, 175, 189B, and 191A (2,990 LF); In place complete.	Lump Sum	<u>\$ 580,000.00</u>
30.	L.S.	Construction of Trapezoidal GRP Swale (2' bottom width x 2.5' depth) including Swale transition/merge/connection, GRP (400 SY), and concrete block energy dissipators; In place complete. Swale Nos. 81A and 184 (360 LF); In place complete.	Lump Sum	<u>\$ 75,000.00</u>
31.	L.S.	Construction of Trapezoidal GRP Swale (2' bottom width x 3' depth) including Swale transition/merge/connection, GRP (1,360 SY), and concrete block energy dissipators; In place complete. Swale Nos. 164, 180, and 191B (1,110 LF); In place and complete.	Lump Sum	<u>\$ 255,000.00</u>
32.	L.S.	Construction of Trapezoidal GRP Swale (3' bottom width x 2' depth) including Swale transition/merge/connection, GRP (670 SY), and concrete block energy dissipators; In place complete. Swale Nos. 78A and 115 (600 LF); In place and complete.	Lump Sum	<u>\$ 125,000.00</u>

33.	L.S.	Construction of Trapezoidal GRP Swale (3' bottom width x 3' depth) including Swale transition/merge/connection, GRP (1,640 SY), and concrete block energy dissipators; In place complete. Swale Nos. 171A, 186A, and 189A (1,230 LF); In place and complete.	Lump Sum	<u>\$ 310,000.00</u>
34.	L.S.	Construction of Trapezoidal GRP Swale (3' bottom width x 3.5' depth) including Swale transition/merge/connection, GRP (280 SY), and concrete block energy dissipators; In place complete. Swale No. 174 (190 LF); In place and complete.	Lump Sum	<u>\$ 50,000.00</u>
35.	L.S.	Construction of Trapezoidal GRP Swale (3' bottom width x 4' depth) including Swale transition/merge/connection, GRP (380 SY), and concrete block energy dissipators; In place complete. Swale No. 117A (240 LF); In place and complete.	Lump Sum	<u>\$ 65,000.00</u>
36.	L.S.	Construction of Trapezoidal GRP Swale (4' bottom width x 3' depth) including Swale transition/merge/connection, and GRP (600 SY); In place complete. Swale No. 197A (410 LF); In place and complete.	Lump Sum	<u>\$ 100,000.00</u>
37.	L.S.	Construction of Trapezoidal GRP Swale (4' bottom width x 4' depth) including Swale transition/merge/connection, GRP (2,820 SY), and concrete block energy dissipators; In place complete. Swale Nos. 84, 116, 123A, 167, and 174 (1,690 LF); In place and complete.	Lump Sum	<u>\$ 500,000.00</u>

38.	L.S.	Construction of Rectangular GRP Swale (11' bottom width x 4' depth) including Swale transition, and GRP (200 SY); In place complete. Swale No. 117A (80 LF); In place and complete.	Lump Sum	<u>\$ 45,000.00</u>
39.	L.S.	Construction of Rectangular GRP Swale (12' bottom width x 4' depth) including Swale transition, and GRP (770 SY); In place complete. Swale No. 84, 116, 123A, and 167 (300 LF); In place and complete.	Lump Sum	<u>\$ 140,000.00</u>
TOTAL – SWALE CONSTRUCTION (Items 27 to 39 inclusive)				<u><u>\$ 2,527,000.00</u></u>

WATER SYSTEM

40.	870	Cu. yds., Unclassified excavation for water mains, manholes, and appurtenances, including backfill and pipe cushion.	Per Cu. Yd.	<u>\$ 120.00</u>	<u>\$ 104,400.00</u>
41.	440	Lin. ft., 12" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	<u>\$ 100.00</u>	<u>\$ 44,000.00</u>
42.	1,890	Lin. ft., 8" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	<u>\$ 60.00</u>	<u>\$ 113,400.00</u>
43.	110	Lin. ft., 6" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	<u>\$ 60.00</u>	<u>\$ 6,600.00</u>
44.	2	Each, 12" Gate valve, Class 150.	Each	<u>\$ 2,700.00</u>	<u>\$ 5,400.00</u>
45.	3	Each, 8" Gate valve, Class 150.	Each	<u>\$ 2,500.00</u>	<u>\$ 7,500.00</u>
46.	6	Each, 6" Gate valve, Class 150.	Each	<u>\$ 900.00</u>	<u>\$ 5,400.00</u>
47.	2,790	Lbs., Cast iron fittings.	Per Lb.	<u>\$ 8.00</u>	<u>\$ 22,320.00</u>

The above weight is approximate and based on the fittings listed below:

12" MJ Fittings

2 – 12" 1/32 bend	440 lbs.
1 – 12" x 8" tee	340 lbs.
2 – 12" x 6" tee	670 lbs.
1 – 12" cap	80 lbs.
1 – 12" plug	79 lbs.
1 – 12" sleeve, 12" long	136 lbs.

8" MJ Fittings

4 – 8" x 6" tee	728 lbs.
2 – 8" cap	90 lbs.
1 – 8" plug	45 lbs.
2 – 8" sleeve, 12" long	<u>180 lbs.</u>

2,788 lbs.

48.	3	Each, 3/4" Air relief valve, 150 psi W.P., including appurtenances, in place complete.	Each	<u>\$ 3,000.00</u>	<u>\$ 9,000.00</u>
49.	3	Each, Air relief valve box, inclusive of concrete slab, in place complete.	Each	<u>\$ 6,000.00</u>	<u>\$ 18,000.00</u>
50.	4	Each, Fire hydrant, 4.5' curb to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.	Each	<u>\$ 7,300.00</u>	<u>\$ 29,200.00</u>
51.	2	Each, Fire hydrant, 5.5' curb to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.	Each	<u>\$ 7,500.00</u>	<u>\$ 15,000.00</u>
52.	11	Each, 6" Sliding valve box including cast iron frame and cover and concrete anchor pad, in place complete.	Each	<u>\$ 800.00</u>	<u>\$ 8,800.00</u>
53.	5	Cu. yds., Class "B" concrete including reinforcing steel wherever necessary for pipe bracing, reaction and test blocks, manhole bottoms, etc.	Per Cu. Yd.	<u>\$ 7,500.00</u>	<u>\$ 37,500.00</u>
54.	21	Each, 1" copper service lateral with Type "A" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.		<u>\$ 4,100.00</u>	<u>\$ 86,100.00</u>

		Each		
55.	7	Each, 1-1/2" copper service lateral with Type "A-1" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.		
		Each	<u>\$ 4,200.00</u>	<u>\$ 29,400.00</u>
56.	L.S.	Connection to existing 8" water main at intersection of Road "M" and Pahilikoa Street.		
		Lump Sum		<u>\$ 14,000.00</u>
57.	L.S.	Connection to existing 8" water main at intersection of Road "M" and Keanuhea Street.		
		Lump Sum		<u>\$ 14,000.00</u>
58.	L.S.	Connection to existing 12" water main at extension to Pahilikoa Street.		
		Lump Sum		<u>\$ 14,000.00</u>
59.	L.S.	Chlorination of waterlines, in place complete.		
		Lump Sum		<u>\$ 27,000.00</u>
TOTAL – WATER SYSTEM (Items 40 to 59 inclusive)				<u><u>\$ 611,020.00</u></u>

MISCELLANEOUS ITEMS

60.	L.S.	Mobilization and Demobilization.		
		Lump Sum		<u>\$ 400,000.00</u>
61.	L.S.	Field office.		
		Lump Sum		<u>\$ 3,000.00</u>
62.	L.S.	Project Sign including installation and removal; In place complete.		
		Lump Sum		<u>\$ 2,500.00</u>
63.	L.S.	Temporary Traffic Control.		
		Lump Sum	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>
64.	L.S.	Installation, Maintenance, Monitoring and Removal of BMP, Including Silt Fence, Filter Sock, Temporary Erosion Control, Sediment Control Filter, Dust Control, and 12" Thick Ingress/Egress Gravel Access (13'x20'); In place complete.		
		Lump Sum		<u>\$ 380,000.00</u>

65.	L.S.	Permanent Erosion Control Measures for all graded areas, including Hydro mulch Seeding and 90 day maintenance; In place complete.	
		Lump Sum	<u>\$ 390,000.00</u>
66.	Allowance	Archaeological work, including monitoring and miscellaneous work as directed by the archaeologist with the approval of DHHL.	
		Allowance	<u>\$200,000</u>
67.	Allowance	Removal of silt and debris from existing downstream drain structures, where drainage improvements will connect to existing structures; abandoned vehicles; trash; or dumped items, including hauling and disposal.	
		Allowance	<u>\$100,000</u>
68.	Allowance	Additional drainage improvements and stabilization, or other work as directed by the Engineer.	
		Allowance	<u>\$200,000</u>
69.	Allowance	Additional work pertaining to Endangered Species Mitigation as directed by DHHL.	
		Allowance	<u>\$50,000</u>
70.	Allowance	Allowance for Unforeseen Conditions	
		Allowance	<u>\$200,000</u>
		TOTAL – MISCELLANEOUS ITEMS (Items 60 to 70 inclusive)	<u><u>\$ 1,930,500.00</u></u>

RECAPITULATION

SUBTOTAL – MASS GRADING (Items 1 to 2, inclusive)	<u><u>\$ 2,572,250.00</u></u>
SUBTOTAL – ROAD CONSTRUCTION (Items 3 to 19, inclusive)	<u><u>\$ 1,040,070.00</u></u>
SUBTOTAL – DRAINAGE SYSTEM (Items 20 to 26, inclusive)	<u><u>\$ 906,000.00</u></u>
SUBTOTAL – SWALE CONSTRUCTION (Items 27 to 39, inclusive)	<u><u>\$ 2,527,000.00</u></u>

SUBTOTAL – WATER SYSTEM (Items 40 to 59, inclusive) \$ 611,020.00

SUBTOTAL – MISCELLANEOUS ITEMS (Items 60 to 70, inclusive) \$ 1,930,500.00

SUBTOTAL SUM BID = \$ 9,586,840.00

GET = \$ 399,454.86

(Note: GET @ 4.1667%)

TOTAL SUM BID=\$ 9,986,294.86

(With GET)

Dollars (\$ NINE MILLION NINE HUNDRED EIGHTY SIX THOUSAND

TWO HUNDRED NINETY FOUR DOLLARS AND EIGHTY SIX CENTS) .

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB. Subtotals shall be exclusive of GET and Total Sum Bid shall include GET.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Five Hundred Fifty (550) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

HAWAII PRODUCTS PREFERENCE

Section 103D-1002, Hawaii Revised Statutes (HRS), as amended by Act 175 (Session Laws of Hawaii 2009), provides preference for Hawaii products. The previous Hawaii products list established pursuant to HRS §103D-1002 was suspended effective July 1, 2009, and a new list has been published by the State Procurement Office (SPO). DHHL will be supplementing the list with additional approved products for this solicitation.

Pursuant to HRS §103D-1002(b) (2) and Procurement Circular No. 2009-13, bidders intending to use Hawaii products should distribute the attached SPO-38, *Certification for Hawaii Product Preference*, to each of the manufacturers and producers of such products which bidders intend to use if the manufacturers and producers and their products are not listed on the SPO Hawaii Products List or in the DHHL's list below. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **4:00 p.m., April, 9, 2020**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by **4:30 p.m., April, 17, 2020**.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

A partial list of approved products is provided below. The complete current list as compiled by the State Procurement Office is available at:

<http://www4.hawaii.gov/spoh/HiProducts/hiProducts.htm>

Preferences, Hawaii Products

CONSTRUCTION PRODUCTS AND SOIL AMENDMENTS/PRODUCTS

Aggregates – Basaltic Termite Barrier							
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral							
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Select Borrow	11/3/2009	4/5/2017	HAWAIIAN CEMENT		X		
3/4 Base Coarse	11/3/2009	4/5/2017	HAWAIIAN CEMENT		X		
S4C	11/3/2009	4/5/2017	HAWAIIAN CEMENT		X		
#2B Coarse	11/3/2009	4/5/2017	HAWAIIAN CEMENT		X		

Aggregates – Recycled Asphalt and Concrete

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Asphalt and Paving Materials - HI Products

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Mix 4	Nov 3, 2011	Feb 25, 2016	Maui Asphalt X-IV, LLC		X		
SS-1h	Nov 20, 2009	July 2, 2018	Walker-Moody dba Seal Master		X		

Cement and Concrete Products

Product Subcategory <i>as applicable</i>	Effective Date	Last Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
Concrete	11/3/2009	4/5/2017	HAWAIIAN CEMENT		X		

Precast Concrete Products

Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
Precast Conc .Drain	2/26/2010		WALKER INDUSTRIES, LTD.		X		
Structures							

Environmental Sewage-Treatment Innovative System (ESIS) Individual Wastewater System which utilizes anaerobic/aerobic processing to treat wastewater to R-2 quality at discharge

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Hot Dip Galvanizing

Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Pipes-Aluminum and Galvanized

Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Aluminum Docks, Floating, etc. - Miscellaneous

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Playground Surfaces

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Signs - Traffic, Regulatory and Construction

Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Veneer

Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Soil Amendments, Mulch, Compost

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Compost Filter

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED

ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
Mix No. 4	Maui Asphalt X-IV, LLC	\$ 131,750.00	\$
SS-1h Asphalt Emulsion	Walker-Moody dba Seal Master	\$ 7,480.00	\$
Select Borrow	Hawaiian Cement	\$ 23,380	\$
3/4" Base Course	Hawaiian Cement	\$ 98,700	\$

S4C	Hawaiian Cement	\$ <u>42,700</u>	\$ _____
#2B Course	Hawaiian Cement	\$ <u>14,000</u>	\$ _____
Concrete	Hawaiian Cement	\$ <u>87,500</u>	\$ _____
Precast Conc. Drainage Structures	Walker Industries, LTD.	\$ <u>56,000</u>	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawaii 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 (for example, Hawaii Products Preference), 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:

<u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u>	
<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>
CARPENTER	ASSOCIATED BUILDERS AND CONTRACTORS APPRENTICESHIP COMMITTEE

(Add additional sheets if necessary)

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed
MAUI KUPONO BUILDERS LLC	CT-27998	GE-151-975-7312-01	ASPHALT PAVING
TOM IWAMASA PAINTING CO.	CT-7247	GE-037-761-8432-01	ROAD STRIPING
BLASTING TECHNOLOGY, INC.	CT-14323	GE-035-261-6448-01	BLASTING
FINISHING EDGE CURB & SIDEWALK, L.L.C.	CT-23422	GE-071-061-2992-01	CONC. CATCH BASINS AND CONC. PAVEMENT
TAUSINGA HAFOKA	CT-24468	GE-150-262-5792-02	GRP SWALE, CRM HEADWALL, GRP APRON
KIHEI GARDENS AND LANDSCAPING COMPANY LLP	CT-16417	GE-125-225-9840-01	LANDSCAPING
VALLEY ISLE FENCING	CT-20077	GE-039-856-9472-01	CATTLE GATES
PURAL WATER SPECIALTY CO INC	CT-19053	GE-206-430-8224-01	CHLORINATION
GP ROADWAY SOLUTIONS, INC	CT-10998	GE-106-850-3040-01	GUARDRAIL

METHOD OF AWARD

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:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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, Hawaii 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, Hawaii 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.

Telephone No. (808) 873-3883

(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.

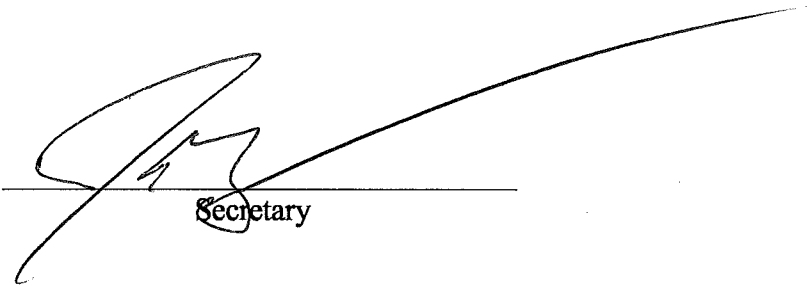
CERTIFICATE OF RESOLUTION

I, James Stenger, Secretary of Alpha Inc., a Hawaii 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 351 Ala Makani St. Kahului, Hawaii, on 4th day of May, 20 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 President, 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 Hawaii 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

Alpha Inc. this 4th day of May, 20 20.



Secretary

END OF BID



CERTIFICATE OF CORPORATE RESOLUTION

I, JAMES "JASON" STENGER, JR., certify that I am the President of Alpha, Inc., a Hawaii corporation ("Corporation").

I do hereby certify that the corporate resolution quoted below was adopted by the Board of Directors of the Corporation at its meeting duly called and held at the office of the Corporation, 381 Ala Makani Street, Kahului, Hawaii 96732, on the 3rd day of January 2020, at which a quorum was present and acting throughout, and that said resolution has been modified, amended, or rescinded and continues in full force and effect.

.....

RESOLVED, that all notes and contracts shall be executed on behalf of the corporation by any of the following officers: the President, Vice President, Secretary, Treasurer, or Controller, and they are hereby authorized, empowered and directed to execute, in the name of the Corporation, with or without its corporate seal, any and all such documents as might be reasonably necessary to conduct business, including, without limitation, all necessary documents, certifications, oaths, contracts and other instruments and amendments; and the actions of said officers in executing said documents are hereby ratified, confirmed and approved as and for the actions of the Corporation; said officers are further empowered to do all things and to take all such other action or actions as may be necessary, proper, appropriate or convenient in order to consummate the transaction contemplated herein and to effectuate the intent of this resolution;

.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporation seal of said Alpha, Inc., this 19th day of March, 2020.


James "Jason" Stenger, Jr.
President

NAMES AND ADDRESSES OF CORPORATION SIGNATORIES:

PRESIDENT/SECRETARY/TREASURER:

- James A. Stenger, Jr., P.O. Box 330449, Kahului, Hawaii 96733

VICE PRESIDENT:

- Tiffany Stenger, P.O. Box 330449, Kahului, Hawaii 96733

CONTROLLER:

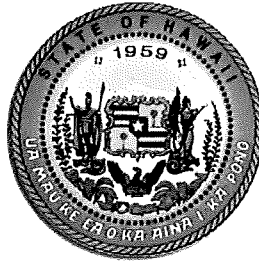
- Elizabeth Smith, 180 W Waiko Road, Wailuku, Hawaii 96793

FORM 1

CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Bidder's Identifying Information			
A. Legal Business Name: Alpha Inc			
B. Project Bid Title & Reference No.: Keokea Waiohuli Subdivision Phase 2A IFB-20-HHL-023			
C. Contact Person's Name: Robert Young			
1. Phone No.: 808-873-3883		2. E-Mail: bob@alphahawaii.com	
II. Apprenticable Trades To Be Employed*		B. Apprenticeship Sponsor* (One Sponsor Per Form)	C. No. Enrolled (# of apprentices currently enrolled as of bidder's request date)
A. (List)			
1. Carpenter	Associated Builders and Contractors		
2.	Apprenticeship Committee		
3.			
4.			
5.			
6.			
III. Bidder's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.			
James A Stenger Jr.			
A. Name (Type)			
C. Signature (original signature required)			
IV. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name: Associated Builders and Contractors Hawaii - Jonathan Young			
B. Address: 1375 Dillingham Blvd., Suite 200 Honolulu, HI 96817			
C. Phone No.: 808-845-4887			
D. E-Mail: jonathan@abchawaii.org			
E. Fax No: 808-847-7876			
V. Apprenticeship Program Sponsor's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.			
Jonathan Young			
A. Name of Authorized Official			
B. Title			
C. Signature (original signature required)			
D. Date			

* Name of Apprenticable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

Vendor Name: **ALPHA, INC.**

DBA/Trade Name: **ALPHA, INC.**

Issue Date: **04/30/2020**

Status: **Compliant**

Hawaii Tax#:

New Hawaii Tax#: GE153510092801

FEIN/SSN#: XX-XXX5602

UI#: No record

DCCA FILE#: 231557

Status of Compliance for this Vendor on Issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

EXHIBIT A

SURETY [BID] [PROPOSAL] BOND
(11/17/98)

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, ALPHA, INC.,
(Full Name or Legal Title of Offeror)

as Offeror, hereinafter called Principal, and FIRST INSURANCE COMPANY OF HAWAII, LTD.,
(Name of Bonding Company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a
Surety

in the State of Hawaii, are held and firmly bound unto DEPARTMENT OF HAWAIIAN HOME LANDS,
(State/County Entity)

as Owner, hereinafter called Owner, in the penal sum of _____

FIVE PERCENT (5%) OF BID AMOUNT

(Required Amount of Bid Security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of
which sum well and truly to be made, the said Principal and the said Surety bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS:

The Principal has submitted an offer for KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A, KEOKEA &
WAIOHULI, MAKAWAO, MAUI; TAX MAP KEYS: (2) 2-2-002: 014; (2) 2-2-033: 007 TO 008, 009 TO 022, 025 TO 027 &
038 TO 058 AND (2) 2-2-034: 016-026; IFB NO.: IFB-20-HHL-023

(Project by Number and Brief Description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in
the alternate, accept the offer of the Principal and the Principal shall enter into a Contract
with the Owner in accordance with the terms of such offer, and give such bond or bonds as
may be specified in the solicitation or Contract Documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof as specified in the solicitation then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed this 10TH day of APRIL, 2020.

(Seal)

ALPHA, INC.

Name of Principal (Offeror)

Signature

Title

(Seal)

FIRST INSURANCE COMPANY OF HAWAII, LTD.

Name of Surety

Signature

DANIELLE JOY ULMANN, ATTORNEY-IN-FACT

Title

FIRST INSURANCE COMPANY OF HAWAII, LTD
1100 WARD AVENUE, HONOLULU, HAWAII 96814

POWER OF ATTORNEY

Know all by these Presents: That FIRST INSURANCE COMPANY OF HAWAII, LTD., a corporation of the State of Hawaii, hereby does make, constitute, and appoint

PATRICIA M. MIYASHIRO, DANIELLE JOY ULMANN, ERIKA NACAR, OR WING S. HO

its true and lawful Attorney-in-Fact, with limited power and authority to make, execute and deliver, on its behalf as Surety, bonds, undertakings and other obligatory instruments of similar nature as follows:

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

Such bonds, undertakings and obligatory instruments for said purposes, when duly executed by aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if such bonds, undertakings and obligatory instruments were signed by the duly authorized officers of the Company and sealed with its corporate seal.

This appointment is made pursuant to the following Resolution adopted by the Board of Directors of the said Company of the 5th Day of November, 1982;

"RESOLVED, that the Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, A Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, FIRST INSURANCE COMPANY OF HAWAII, LTD has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and duly attested by its Secretary this 5th day of September, 2018.

Attest:

FIRST INSURANCE COMPANY OF HAWAII, LTD.

(Seal)

Secretary

By

President

State of Hawaii)
City & County of Honolulu) ss:

On this 5th day of September, 2018 before me appeared Jeffrey Shonka to me personally known, who, being by me duly sworn, did say that he is the President of First Insurance Company of Hawaii, Ltd. and that the seal affixed to the foregoing instruments if the corporate seal of said corporation and that said instrument was signed and seal on behalf of said corporation by authority of its Board of Directors, and the said Jeffrey Shonka acknowledged said instrument to be the free act and deed of said corporation.



CITY AND COUNTY OF HONOLULU
STATE OF HAWAII

Marsha H. Nugal
Notary Public, First Judicial Circuit
State of Hawaii

My commission expires: May 11, 2020
Marsha H. Nugal
1-page Power of Attorney dated 09/05/2018

I, Isaac Kosasa, Secretary of FIRST INSURANCE COMPANY OF HAWAII, LTD, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said FIRST INSURANCE COMPANY OF HAWAII, LTD., which is still in full force and effect.

Secretary

Bond No. _____ Signed and Sealed this 10th day of April, 2020