NOTICE OF INTENTION TO BID

	Date:
Mr. William J. Aila, Jr., Chairman Hawaiian Homes Commission DEPARTMENT OF HAWAIIAN HOME 91-5420 Kapolei Parkway Kapolei, Hawaii, 96707	ELANDS
	mura, Land Development Division to Bid due on September 1, 2021.
Administrative Rules 3-122-111, it is the HHL-003, Retaining Wall Repairs for Delian Repa	ction 103D-310, Hawaii Revised Statutes and Hawaii intention of the undersigned to bid on IFB No. IFB-22-epartment of Hawaiian Home Lands, 2403 Kaululaau a, Island of Oahu, State of Hawaii, for which bids are
Name of Firm	Contractor's License No.
Address	Hawaii General Excise Tax No.
City, State and Zip Code	Telephone No. / Facsimile No.
	e-mail address
	Respectfully submitted,
	Signature
	Print Name and Title
Gentlemen:	Date:
The Department of Hawaiian Hom Notice of Intention to Bid on IFB-22-HHL	te Lands acknowledges on this date above of your 2-003.
	Mitchell H. Kawamura, Project Manager,

Mitchell H. Kawamura, Project Manager, for William J. Aila, Jr., Chairman Hawaiian Homes Commission

SAMPLE

STATE OF HAWAII

STANDARD

QUALIFICATION QUESTIONNAIRE

FOR

OFFERORS

issued by the

PROCUREMENT POLICY BOARD

STATE OF HAWAII

June 16, 2003

To be filed with the procurement officer calling for offers in accordance with Section 103D-310, HRS, as amended.

Submitted By _	 	 	
Address	 	 	
Date			
Date			

STANDARD QUALIFICATION QUESTIONNAIRE

COVERING EXPERIENCE, EQUIPMENT AND FINANCIAL STATEMENT OF OFFERORS. THE OFFICER CALLING FOR OFFERS MAY REQUIRE THE OFFEROR TO FURNISH ADDITIONAL INFORMATION NOT SPECIFICALLY COVERED HEREIN. ALL ITEMS MUST BE ANSWERED AND OMISSIONS MAY BE CONSIDERED GOOD CAUSE FOR UNFAVORABLE CONSIDERATION.

GENERAL INFORMATION

1.	The statements contained in this Questionnaire are being furnished for consideration in the following project:	submittii	ng an offer for
	(a) Project Title		
	(b) Location		
	(c) Bid Opening Date		
2.	The Questionnaire is being submitted in behalf of:	0	A Corporation
	(a) Name of Offeror	0	A Partnership An Individual A Joint-Venture
	(b) Address		
	(c) Telephone No		
	(d) Date Submitted		
3.	If the bid is submitted by a joint venture, composed of two or more individual firms, the comprising the joint venture must submit all information listed on pages 3 through 16, is Questionnaire and, in addition, answer the following:		
	(a) Members of joint Venture		V-30-000
	(b) Date of Joint Venture Agreement		
	(c) Is agreement between members comprising the joint venture joint and several liabi If not, state the terms of agreement in this respect:		***************************************

EXPERIENCE QUESTIONNAIRE

Submitt	ed by			☐ A Corporation ☐ A Partnership ☐ An Individual				
Principa	Principal Office							
The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made								
	How many years has your organization been in business as a [General Contractor] under your present business name?							
2. How n Contra								
3. Show tabulat		nstruction] projects your	organization has comple	eted in the past five (5) years in the following				
Contract	Amt.	Class of Work	When Completed	Name and Address of Owner				
,								
		failed to complete any w		If so, state when, where and				

therefore
Has any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his own name? If so, state name of individual, name of Owner and reason therefore
In what other lines of business are you financially interested?
For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer?
 For what counties within the State of Hawaii have you performed work and to whom do you refer?
For what Bureaus or Departments of the State government have you performed work and to whom do you refer?
Have you performed work for the U. S. Government? If so, when and to whom do you refer?

	·	*****	

13. What is the [construction] experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Work Experience	Magnitude and Type of Work	In What Capacity?

EQUIPMENT QUESTIONNAIRE

Sι	abmitted by	A Corporation A Partnership
Рr	incipal Office	<pre>D An Individual</pre>
	ne signatory of this questionnaire guarantees the truth and accuracy of all statement interrogatories hereinafter made	
1.	In what manner have you inspected this proposed work? Explain in detail.	
2.	Explain your plan or layout for performing the proposed work.	
3.	The work, if awarded to you, will have the personal supervision of whom?	
4.	Do you intend to do the hauling on the proposed work with your own force?and type of equipment to be used	, yearsonists
5.	If you intend to sublet the hauling or perform it through an agent, state amount of sub-c contract, and, if known, the name and address of sub-contractor or agent, amount and ty financial responsibility	
6.	Do you intend to do grading on the proposed work with your own forces?equipment to be used	If so, give type of

contract	intend to sublet a, and, if known, t	any other portions of the work?the name and address of the sub-co	ntractor, amou	int and type o	f his equipment and
). What eq	uipment do you	own that is available for the propos	ed work?		
). What eq	uipment do you (Description, Size, Capacity,	ed work?	Years of Service	Present Location
_		• •		Years of Service	Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location
_		Description, Size, Capacity,			Present Location

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost
12. How a	nd when will you pa	ny for the equipment to be purchased?	

13. Do you and rea	u propose to rent any asons for renting	equipment for this work?	If so, state type, quantity
			
W			

FINANCIAL STATEMENT

Submitted by		A Corporation A Partnership
Principal Office		An Individual
The signatory of this questionnaire guarantees the truth and accuracy of interrogatories hereinafter made	s and of all answers to	
BALANCE SHEET		
As of	, 20	
<u>Assets</u>		
Current assets:		
Cash and cash equivalents (1)		\$
Short-term investments (2)		
Accounts receivable, net (3) Inventories (4)		
Costs and estimated earnings in excess of billings		<u> </u>
on uncompleted contracts (5)		
Prepaid expenses and other (6)		
Sub-Total Current Assets		
Property and equipment:		
Land (7)		
Buildings (8)		
Vehicles, machinery and equipment (9)		
Furniture and fixtures (10) Less accumulated depreciation		(
Sub-Total Net Property and Equipment		
Other assets:		
Cash surrender value of life insurance policies (11)		
Deposits and other (12)		
Sub-Total Other Assets		
Total Assets:		\$

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:	
Current portion of long-term debt (1)	\$
Accounts payable (2)	
Billings in excess of costs and estimated earnings	
on uncompleted contracts (3)	
Accrued liabilities and other (4)	
Sub-Total Current Liabilities	
Long-term debt, net of current portion (5)	
Sub-Total Liabilities & Long-term Debt:	\$
Stockholder's equity:	
Capital stock (6)	
Additional paid-in capital (7)	
Retained earnings	
Treasury stock (8)	(
Sub-Total Stockholder's Equity	\$
Total Liabilities and Stockholder's Equity	\$
i otal Diadilities and Stockholder's Equity	Ψ

DETAILS RELATIVE TO ASSETS

(1)	Cash and cash equivalents	:						
	<u>Financial Institut</u>	<u>ion</u>	Type of Ac	count			\$_	Amount
(2)	Short-term investments: Type of Security	\$	<u>ost</u> \$ _	Unrealized <u>Gains</u>		Inrealized Losses	\$ _ \$ _	Estimated Fair Value
		\$	\$_		\$		\$_	
(3)	Accounts receivable (list n Completed contracts Name	najor debtors): Description	\$_	Completion	\$	Contract Amount	\$ <u>_</u>	Amount <u>Receivable</u>
			\$ _		\$		\$_	
	Other than completed cont	racts						
	<u>Name</u>	Description			Due Da		_	Amount <u>Receivable</u>
-	Less allowance for doub		a second discussion	100 S S S S S S S S S S S S S S S S S S)
(4)	Inventories						•	6.0
	<u>Description</u>		\$_	Cost	<u>Mark</u> \$	tet Value		ower of Cost Market Value

DETAILS RELATIVE TO ASSETS (Continued)

(5)	Costs and e	estimated earnings			Costs and	ts		Costs and Estimated
	Name	<u>Description</u>	Completion Date \$\$	Contract Amount \$	Estimated Earnings to Dat\$	<u> </u>	Billings to Date	Earnings in Excess of Billings -
(6)		penses and other	Description	\$	\$	\$_		\$ Amount
							\$	Amount
(7)	Land						\$	
		escription		Location			\$	Amount
(8)	Buildings						\$	
	De	escription_		Location			\$	<u>Amount</u>
***							\$	
(9)	Vehicles, m	achinery and equi	pment					
			<u>Descriptio</u>	<u>on</u>			\$	Amount
					And 100 (100 ft)		\$	
(10)	Furniture ar	nd fixtures	Description	4-7-4-64			\$.	Amount

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value	e of life insurance policies				
Key Employee	Insurance Company	Policy <u>Amount</u> \$	Paid-Up Additional Insurance \$. \$	CSV <u>Amount</u>
Less loans payable		\$	\$	\$	(
(12) Deposits and other					
	<u>Description</u>			\$	Amount
				ф ——	

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

(1)	Current portion	of long-term debt (maturing v	vitnin 12 montns)			
	Lender	Description	Security <u>Pledged</u>	<u>Due Date</u>	_ \$_	Amount
(2)	Accounts payal	ole (list major creditors)			\$_	
	<u>Name</u>			Past Due Amount \$	\$	Amount
(3)	Billings in exce	ess of costs and estimated earni	ings on uncomplete	\$	 \$	
	<u>Name</u>	Comple Description Date	etion Contract <u>Amount</u> E	Costs and Estimated Billin	ngs	Billings in excess of costs and Estimated Earning
(4)	Accrued liabilit	ies and other	\$	\$\$		\$
	Accided habine	<u>Description</u>			\$_	Amount
					\$ <u></u>	
(5)	Long-term debt	, net of current portion	G .			
	<u>Lender</u>	Description	Security <u>Pledged</u>	Due Date	_ \$	Amount
					- \$	

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY (Continued)

(6) Capital stock							
Type of Stock	Class	No. of Shares <u>Authorized</u>	No. of Shares Issued and Outstanding	. \$_	Par Valu	<u>e</u>	<u>Amount</u> \$
							\$
(7) Additional paid-in ca	pital						
	Ī	<u>Description</u>				\$_	Amount
							enteres de la companya del companya de la companya del companya de la companya de
						\$_	
(8) Treasury stock							
Type of Stock		Class		lo. o hare		\$_	Cost
						\$	

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended	, 20	and 20
	20	20
Contract revenues	\$	\$
Costs of contracts Gross income from contracts		
General and administrative expenses Income from operations		
Other income (expense) Income before income taxes	-	
Income taxes Net income		
Retained earnings, beginning of the year		
Retained earnings, end of the year	\$	\$

If a corporation, answer this:	If a partnership, answer this:					
Capital paid in cash, \$	Date of organization					
When Incorporated	Date registered in Hawaii					
In what State	State whether partnership is general or limited					
Date registered in Hawaii						
President's name	Name and address of partners:	Age				
Vice-President's name						
Secretary's name						
Treasurer's name		***************************************				
		_				
		-				
The undersigned hereby declares: that the foregoing is partnership or corporation herein first named, as of the date h inducing the party to whom it is submitted to award the offer herein named is hereby authorized to supply such party with an	erein first given; that this statement is for the express ror a contract; and that any depository, vendor or oth	purpose of ier agency				
NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official, and affix corporate seal.	or Individual					
Amuavit id	or individual					
STATE OF HAWAII COUNTY OF						
	being duly sworn, deposes and says that the f	oregoing				
financial statement, taken from his books, is a true and accurate sta answers to the foregoing interrogatories are true.	stement of his financial condition as of the date thereof and	that the				
Sworn to before me this	(Applicant must also sign here)					
day of 20						
Notary Public						
Affidavit fo	r Partnership					
STATE OF HAWAII	-					
COUNTY OF						
member of the firm of	being duly sworn, deposes and says that he	nt he is a is familiar				
member of the firm of with the books of the said firm showing its financial condition: tha firm, is a true and accurate statement of the financial condition foregoing interrogatories are true.	at the foregoing financial statement, taken from the books of the said firm as of the date thereof and that the answ	of the said vers to the				
Sworn to before me this	(Members of firm must also sign he	re)				
day of20						
Notary Public						
Affidavit for	r Corporation					
STATE OF HAWAII						
	being duly sworn, deposes and savs t	hat he is				
of the described in and which executed the foregoing statement; that he is condition; that the foregoing financial statement, taken from the b financial condition of said corporation as of the date thereof and the	familiar with the books of the said corporation showing it ooks of the said corporation, is a true and accurate staten	s financial				
Sworn to before me this	(Officer must also sign here)					
day of 20	-					
Notary Public						

CORPORATE RESOLUTION (Name of Corporation - Use Letterhead)

	I,			, Sec	retary	of _								
Corpor	ation, a _				_ corp	orati	on, c	lo hereb	y ce	rtify	that the	follow	ing is a f	full,
true an	d correct o	copy of	a resolu	ition (luly ac	lopte	ed by	the Bo	ard o	f Dir	ectors o	of said	Corporati	ion,
at its	meeting	duly	called	and	held	at	the	office	of	the	Corpo	ration	located	at
				, , , , , , , , , , , , , , , , , , , 		(add	ress)							,
on the		day of				······································		20		ıt wh	ich a qu	uorum	was pres	ent
and act	ing throug	ghout; a	and that	said r	esoluti	on h	as no	t been	modi	fied,	amende	ed or re	escinded	and
continu	es in full	force a	nd effec	:										
	"R	ESOLV	/ED that	any	individ	ual	at the	time h	oldin	g the	positio	n of		
	Pr	esident	or Vice I	Preside	nt, be,	and	each	of them	hereb	y is, a	authorize	ed to		
	ex	ecute o	n behalf	of the	Corpor	ation	any	bid, proj	osal	or co	ntract fo	r the		
	sa	sale or rental of the products of the Corporation or for services to be												
	pe	performed by the Corporation and to execute any bond required by any												
	su	such bid proposal or contract with the United States Government or the												
	Sta	State of Hawaii or the City and County of Honolulu, or any County or												
	M	Municipal Government of said State, or any department or subdivision of												
	an	any of them."												
	IN WITN	ESS W	HEREC	F, I h	ave he	ereui	nto se	t my ha	and a	nd af	fixed th	ne corp	orate sea	l of
said					_			_ Cor	orat:	ion t	his		day	of
			,	20				_						
			,											
														•
							Secre	etary						
								-						

(Names and Addresses of) President Vice President Secretary

EXHIBIT A

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

Bond No
KNOW TO ALL BY THESE PRESENTS:
That we
That we,
as Offeror, hereinafter called Principal, and
as Offeror, hereinafter called Principal, and, (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, (State/County Entity)
(State/County Entity) as Owner, hereinafter called Owner, in the penal sum of
as Owner, nerematic called Owner, in the penal sum of
(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
The Filloparnas submitted an oner for
(Project by Number and Brief Description)
NOW, THEREFORE:
NOW, ITILITED ONE.
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 day of ,

-1-

(Seal)	
	Name of Principal (Offeror)
	Signature
	Title
(Seal)	
	Name of Surety
	Signature
	Title

-2- EXHIBIT A

EXHIBIT B

PERFORMANCE BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That,
That, (Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the, (State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of
DOLLARS (\$), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the above-bound Principal has signed a Contract with Obligee on, for the following project:
hereinafter called Contract, which Contract is incorporated herein by reference and made a part

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

-1- EXHIBIT B

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this	day of	·
	(Seal)	Name of Principal (Contractor)
		* Signature
		Title
	(Seal)	Name of Surety
		* Signature
		Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-2- EXHIBIT B

EXHIBIT C

PERFORMANCE BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

Tha	ıt we,,
	(Full Legal Name and Street Address of Contractor)
as Contract	tor, hereinafter called Contractor, is held and firmly bound unto the
	, its successors and assigns, as Obligee, hereinafter called the amount of
	(Dollar Amount of Contract)
payment of heirs, execu	(\$), lawful money of the United States of America, for the which to the said Obligee, well and truly to be made, Contractor binds itself, its utors, administrators, successors and assigns, firmly by these presents. Said evidenced by:
	Legal tender;
American Services	Share Certificate unconditionally assigned to or made payable at sight to
	Description
To the state of th	Certificate of Deposit, No, dated, issued by
	drawn on, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to
	Cashier's Check No, dated, issued by,
	drawn on
	o.g o. aoa.a.a.a.a.a.a.a.a.a.a.a.a.

-1- EXHIBIT C

	Teller's Check No.	, dated	, issued
	by		
	drawn on		
	a bank, savings institution or c		
	Insurance Corporation or the N		
	sight or unconditionally assign	ed to	
			<u> </u>
5	Treasurer's Check No	dated	issuad
	by		, issued
	drawn on		,
	a bank, savings institution or c	redit union insured by the Fede	ral Denosit
	Insurance Corporation or the N		
	sight or unconditionally assigned		
	orgin or anconamentally accigni	5d to	
-	Official Check No.	, dated	, issued
	by		
	drawn on		
	a bank, savings institution or c		
	Insurance Corporation or the N		
	sight or unconditionally assigne	ed to	
			j
	Constitional Classels No.	المحاجبات	
	☐ Certified Check No	, dated	,
	accepted by a bank, savings in		
	Deposit Insurance Corporation		aministration,
	payable at sight or uncondition	ally assigned	
			;
WHEREAS:			
	Contractor has by written agreem		
contract witl	h Obligee for the following Project		
hereinafter (called Contract, which Contract is	incorporated herein by referen	re and made a part
hereof.	cance contract, which contract is	incorporated herein by referen	oo ana made a part

NOW, THEREFORE,

-2- EXHIBIT C

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this day of , . .

uay or	·
(Seal)	Name of Contractor
	* Signature
	Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-3- EXHIBIT C

EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY) (6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That
That, (Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and
(Name and Street Address of Bonding Company) as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the
(State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of
Dollars (\$), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the above-bound Principal has signed Contract with the Obligee on for the following project:
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.
NOW THEREFORE, the condition of this obligation is such that if the Principal shall

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

- 1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.
- 2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

-1- EXHIBIT D

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this	day of	,
	(Sea	Name of Principal (Contractor)
		* Signature
		Title
	(Sea	Name of Surety
		* Signature
		Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-2- EXHIBIT D

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

Tha	ut we,		,
	(Full Legal Name and Stre	et Address of Contractor)	
as Contrac	tor, hereinafter called Contractor, is he	eld and firmly bound unto th	е
(State/Co	ounty Entity) , its successors	s and assigns, as Obligee, h	nereinafter called
Obligee, in	the amount of		
	(Dollar Amoun	t of Contract)	
heirs, execu	(\$), lawful mo which to the said Obligee, well and tr utors, administrators, successors and evidenced by:		binds itself, its
1	Legal tender;		
	Share Certificate unconditionally a	, ,	•
	Description		
	Certificate of Deposit, No	, dated	, issued by
	drawn ona bank, savings institution or credi Insurance Corporation or the Nationally assigned to	onal Credit Union Administra	ation, payable at
	Cashier's Check No	, dated	, issued by
	drawn ona bank, savings institution or credi Insurance Corporation or the Nationally assigned to	onal Credit Union Administra o	ation, payable at
W-25	Teller's Check No.	, dated	
	drawn on		

-1- EXHIBIT E

	a bank, savings institution or cred Insurance Corporation or the Nat sight or unconditionally assigned	ional Credit Union Administr	ation, payable at
	Treasurer's Check No	, dated	, issued by
	drawn ona bank, savings institution or cred Insurance Corporation or the Nat sight or unconditionally assigned	ional Credit Union Administr	ation, payable at
	Official Check No.		
	drawn ona bank, savings institution or cred Insurance Corporation or the Nat sight or unconditionally assigned	ional Credit Union Administr	eral Deposit ation, payable at
	Certified Check No by a bank, savings institution or consurance Corporation or the Natisight or unconditionally assigned	ional Credit Union Administr	ation, payable at
WHEREAS:			
contract with	ontractor has by written agreemen Obligee for the following Project:		
hereinafter ca hereof.	Illed Contract, which Contract is inc	corporated herein by referen	ce and made a part

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every

-2- EXHIBIT E

nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this	day of _		
		(Seal)	Name of Contractor
			* Signature
			Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-3- EXHIBIT E

EXHIBIT I

CONTRACTOR ACKNOWLEDGMENT

[FOR USE WITH PERFORMANCE AND PAYMENT BONDS] (11/12/97)

CONTRACTO	R ACKNOWLE	DGMENT:			
STATE OF	COUNTY OF _	: SS.			
annoarad	On this	day of		, 19	, before me
he/she/they is	to be the person s/are		and and, who, being b and	y me duly	, before me
the Contractor sign said instr	r named in the four ument in behalf	oregoing instrume	, and acknowled		is/are authorized to ne/she/they executed
(Notary Seal)			Notary Pub	lic	
(Notary Ocal)			•		
			Mv commis	sion expir	es:

EXHIBIT J

SURETY ACKNOWLEDGMENT

[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS] (11/12/97)

SURETY ACKNOWLEDGMENT:	
STATE OF	
	, 19, before me personally came to me known to be the person described
that is the Attorney-in-Fact of described in and which executed the attached the said corporation; that the seal affixed to the it was so affixed by order of the Board of Direct signed name thereto by like order.	
(Notary Seal)	Notary Public
	State of

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

. Bidder's Identifying Information			
A. Legal Business Name:			
B. Project Bid Title & Reference No.:			
C. Contact Person's Name:			
1. Phone No.:	2. E-Mail:		
l. Apprenticeable Trades To Be Employed*	B. Apprenticeship Sponsor*	C. No. Enrolled	D. No. Completed
A. (List)	(One Sponsor Per Form)	(# of apprentices currently enrolled as of bidder's request date)	apprenticeship program in the 12 months prior to request date)
			First to respond to the second
2.			
ŗ.			
4.			
ნ.			
6.			
II. Bidder's Certification	Transcription of the Control of the	a de la constante de la consta	
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.	knowledge. I understand that my willful misstatement on the contacted and for them to disclose any information	of facts may cause forfeiture of the prone of the prone of the prone of the preference of the preference of the preference of the prone	eference under Act 17 and may erence.
A. Name (Type)		B. Title	
C. Signature (original signature required)		D. Date	
V. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name:			
B. Address:			
C. Phone No.:	D. E-Mail:	E. Fa	Fax No:
/. Apprenticeship Program Sponsor's Certification			
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	knowledge. I understand that my willful misstatement on tacked and for them to disclose any information necessity.	of facts may cause forfeiture of the bi	dder's preference and may result
A. Name of Authorized Official		B. Title	
C. Signature (original signature required)		D. Date	

Name of Apprenticeable 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.

FORM 2

MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

Contractor's Identifying Information	II. Reporting Period
A. Legal Business Name:	A. Month: B. Year:
B. Project Contract Title & Reference No.:	
C. Contact Person's Name:	
1. Phone No.: 2. E-Mail:	
II. Apprenticeship Program (Complete a separate form for each apprenticeship program in which workers are employed on the project.)	gram in which workers are employed on the project.)
A. Contractor was a party to an apprenticeship program or programs with B. the following sponsor: (Give sponsor's name.)*	. Was the contractor a party to the program during the <i>entire</i> report month?
	1. Yes
	2. No If NO, state applicable period and why (may be subject to sanctions.)
V. Contractor's Certification	
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts	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.	disclose any information necessary to verify the bidder's preference.
A. Name (Type)	B. Title
1	
C. Signature (original signature required)	D. Date
Apprenticeship Sponsor's Contact Information	
A. Training Coordinator's Name:	
B. Address:	
C. Phone No.: D. E-Mail:	E. Fax No:
/I. 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 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.	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.
A. Name of Authorized Official	B. Title
C. Signature (original signature required)	D. Date

Name of 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

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

	Legal Name of the company whose product is mined, excavated, produced, manufactured, ed or grown in the state of Hawaii	2. dba:				
Requester:						
		3. Hawaii General E	xcise Tax Number:			
4.	Address	5. Email Address				
6. Contact Person		7. Phone				
	omit one (1) form for each product.					
8. Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):						
9. Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO,USDA, etc.) :						
10. Product available on:						
11.	Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or live	stock product raised,	grown, or harvested in	the state of Hawaii.		
	☐ Yes or ☐ No	1				
12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the state of Hawaii.	A Hawaii Input	B Non- Hawaii input	C Total A + B		
	Fill in every line in column s A, B, & C	паwан триц	Non- Hawan Input	Total A + B		
а	Cost to mine, excavate, produce, manufacture, raise, or grow the materials in the state of Hawaii.	\$ per unit	\$ per unit	\$ per unit		
b	The added value of that portion of the cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.	\$ per unit	\$ per unit	\$ per unit		
С	Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the state of Hawaii	\$ per unit	\$ per unit	\$ per unit		
d			\$ per unit	\$ per unit		
е	Totals	\$ per unit	\$ per unit	\$ per unit		
		(Add Column A)	(Add Column B)	(Add Colum C)		
13.	Percent of Hawaii Input % (12e. Column A Total ÷ Column C Total)					
14. Failure to adequately verify, deliver, or supply Hawaii products. A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, Hawaii products, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.						
Should the procurement officer receiving a protest challenging the validity of the classification of a Hawaii product request an audit of the information of the proper classification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for by the requester.						
In the event of any change that materially alters the offeror's ability to supply the certified Hawaii products, the offeror shall notify in writing the procurement officer within five (5) working days of knowing of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.						
Information submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shall not disclose this form, pursuant to HRS §92F-13(3) on government records; exception's to general rule.						
I certify, under penalties set forth in HRS §103D-1002, on Hawaii products, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.						
Signature of Authorized Representative: Date:						
CO'	Print Name of Authorized Representative:		Title:			
PO-	APPROVED DISAPPROVED Procurement Officer Signature	Government Ag	ency			

Years 2021 and 2022 Holidays to be observed by the HAWAII STATE GOVERNMENT

www.dhrd.hawaii.gov

Website where State Holiday Schedule posted

Year 2021 HAWAII STATE HOLIDAYS

(Hawaii Rev. Statutes, Sec. 8-1) New Year's Day	Day Observed in 2021 Jan. 1, Friday	Official Date Designated in Statute/Constitution The first day in January
Dr. Martin Luther King, Jr. Day	Jan. 18 Monday	The third Monday in January
Presidents' Day	Feb. 15 Monday	The third Monday in February
Prince Jonah Kuhio Kalanianaole Day	Mar. 26 Friday	The twenty-sixth day in March
Good Friday	April 2 Friday	The Friday preceding Easter Sunday
Memorial Day	May 31 Monday	The last Monday in May
King Kamehameha I Day	June 11 Friday	The eleventh day in June
Independence Day	July 5 Monday	. The fourth day in July
Statehood Day	Aug. 20 Friday	The third Friday in August
Labor Day	Sept. 6 Monday	The first Monday in September
Veterans' Day	Nov 11 Thursday	The eleventh day in November
Thanksgiving	Nov. 25 Thursday	The fourth Thursday in November
Christmas	Dec. 24 Friday	The twenty-fifth day in December

Year 2022 HAWAII STATE HOLIDAYS

(Hawaii Rev. Statutes, Sec. 8-1) New Year's Day	Day Observed in 2022 Dec. 31 Friday	Official Date Designated in Statute/Constitution The first day in January
Dr. Martin Luther King, Jr. Day		
Presidents' Day	Feb. 21 Monday	The third Monday in February
Prince Jonah Kuhio Kalanianaole Day	Mar. 25 Friday	The twenty-sixth day in March
Good Friday	April 15 Friday	The Friday preceding Easter Sunday
Memorial Day	May 30 Monday	The last Monday in May
King Kamehameha I Day	June 10 Friday	The eleventh day in June
Independence Day	July 4 Monday	The fourth day in July
Statehood Day	Aug. 19 Friday	The third Friday in August
Labor Day	Sept. 5 Monday	The first Monday in September
General Election Day Monday of even numbered ye		The first Tuesday in Nov. following the first ion, Article 2 – Section)
Veterans' Day	Nov. 11 Friday	. The eleventh day in November
Thanksgiving	Nov. 24 Thursday	The fourth Thursday in November
Christmas	Dec. 26 Monday	The twenty-fifth day in December

FOOTNOTES: For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 1/07/2020 subject to change.