

**NOTICE OF INTENTION TO BID**

Date: \_\_\_\_\_

Mr. William J. Aila Jr., Chairman  
Hawaiian Homes Commission  
DEPARTMENT OF HAWAIIAN HOME LANDS  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

Attention: Darrell Ing, Land Development Division  
**Notice of Intention to Bid due May 10, 2022**

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intention of the undersigned to bid on IFB No. IFB-22-HHL-025, Nakini Street and Huli Street Traffic Calming Improvements, Waimanalo, Oahu, for which bids are due at **2:00 p.m., on May 20, 2022.**

_____	_____
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

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Date: \_\_\_\_\_

The Department of Hawaiian Home Lands acknowledges on this date above, receipt of your Notice of Intention to Bid on IFB-22-HHL-025.

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Darrell Ing, Project Manager  
Land Development Division

Corporate Resolution Form

**CORPORATE RESOLUTION**  
**(Name of Corporation - Use Letterhead)**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_  
Corporation, a \_\_\_\_\_ 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 located at  
\_\_\_\_\_  
(address)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present  
and acting throughout; and that said resolution has not been modified, amended or rescinded and  
continues in full force and effect:

"RESOLVED that any individual at the time holding the position of  
President or Vice 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 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 or  
Municipal Government of said State, or any department or subdivision of  
any of them."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
said \_\_\_\_\_ Corporation this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(Names and Addresses of:)  
President  
Vice President  
Secretary

# **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 \_\_\_\_\_

## 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 submitting an offer for the following project:

(a) Project Title \_\_\_\_\_

(b) Location \_\_\_\_\_

(c) Bid Opening Date \_\_\_\_\_

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror \_\_\_\_\_

- A Corporation
- 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, then each member firm comprising the joint venture must submit all information listed on pages 3 through 16, inclusive, of the Questionnaire and, in addition, answer the following:

(a) Members of joint Venture \_\_\_\_\_

(b) Date of Joint Venture Agreement \_\_\_\_\_

(c) Is agreement between members comprising the joint venture joint and several liability? \_\_\_\_\_

If not, state the terms of agreement in this respect: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXPERIENCE QUESTIONNAIRE

Submitted by \_\_\_\_\_ 
 A Corporation  
 A Partnership  
 An Individual

Principal Office \_\_\_\_\_

**The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made**

1. How many years has your organization been in business as a [General Contractor] under your present business name? \_\_\_\_\_
2. How many years experience in [construction] \_\_\_\_\_ has your organization had: (A) as a [General Contractor] \_\_\_\_\_; (B) as a [Sub-Contractor] \_\_\_\_\_
3. Show what [construction] projects your organization has completed in the past five (5) years in the following tabulation:

Contract Amt.	Class of Work	When Completed	Name and Address of Owner

4. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, state when, where and why? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. 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.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
7. In what other lines of business are you financially interested? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
8. For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
9. For what counties within the State of Hawaii have you performed work and to whom do you refer?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
10. For what Bureaus or Departments of the State government have you performed work and to whom do you refer?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
11. Have you performed work for the U. S. Government? \_\_\_\_\_ If so, when and to whom do you refer?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
12. Have you ever performed any work for any other governmental agencies outside the State of Hawaii? \_\_\_\_\_ If so, when and to whom do you refer? \_\_\_\_\_  
 \_\_\_\_\_

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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

Submitted by \_\_\_\_\_

- A Corporation
- A Partnership
- An Individual

Principal Office \_\_\_\_\_

**The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to 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? \_\_\_\_\_ If so, give amount and type of equipment to be used. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Do you intend to do grading on the proposed work with your own forces? \_\_\_\_\_ If so, give type of equipment to be used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Do you intend to sublet any other portions of the work? \_\_\_\_\_ If so, state -amount of sub-contract, and, if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. From which sub-contractors or agents do you expect to require a bond? \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

10. What equipment do you own that is available for the proposed work?

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost

12. How and when will you pay for the equipment to be purchased? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Do you propose to rent any equipment for this work? \_\_\_\_\_ If so, state type, quantity and reasons for renting \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FINANCIAL STATEMENT

Submitted by \_\_\_\_\_

- A Corporation
- A Partnership
- An Individual

Principal Office \_\_\_\_\_

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

## BALANCE SHEET

As of \_\_\_\_\_, 20\_\_\_\_\_

### Assets

#### 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 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 \$ \_\_\_\_\_

## DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

<u>Financial Institution</u>	<u>Type of Account</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
		\$ _____

(2) Short-term investments:

<u>Type of Security</u>	<u>Cost</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Estimated Fair Value</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____	\$ _____

(3) Accounts receivable (list major debtors):

Completed contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Amount Receivable</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
		\$ _____	\$ _____	\$ _____

Other than completed contracts

<u>Name</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount Receivable</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	Less allowance for doubtful accounts		( _____ )
			\$ _____

(4) Inventories

<u>Description</u>	<u>Cost</u>	<u>Market Value</u>	<u>Lower of Cost or Market Value</u>
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____

**DETAILS RELATIVE TO ASSETS (Continued)**

(5) Costs and estimated earnings in excess of billings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Costs and Estimated Earnings in Excess of Billings</u>
		\$ _____	\$ _____	\$ _____	\$ _____	
			\$ _____	\$ _____	\$ _____	\$ _____

(6) Prepaid expenses and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	\$ _____

(7) Land

<u>Description</u>	<u>Location</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	\$ _____

(8) Buildings

<u>Description</u>	<u>Location</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	\$ _____

(9) Vehicles, machinery and equipment

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	\$ _____

(10) Furniture and fixtures

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	\$ _____

**DETAILS RELATIVE TO ASSETS (Continued)**

(11) Cash surrender value of life insurance policies

<u>Key Employee</u>	<u>Insurance Company</u>	<u>Policy Amount</u>	<u>Paid-Up Additional Insurance</u>	<u>CSV Amount</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Less loans payable		_____	_____	(_____)
		\$ _____	\$ _____	\$ _____

(12) Deposits and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

**DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY**

(1) Current portion of long-term debt (maturing within 12 months)

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$ _____
				_____
				_____
				_____
				\$ _____

(2) Accounts payable (list major creditors)

<u>Name</u>	<u>Past Due Amount</u>	<u>Amount</u>
	\$ _____	\$ _____
	_____	_____
	_____	_____
	\$ _____	\$ _____

(3) Billings in excess of costs and estimated earnings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Billings in excess of costs and Estimated Earnings</u>
			\$ _____	\$ _____	\$ _____	\$ _____
			_____	_____	_____	_____
			_____	_____	_____	_____
			\$ _____	\$ _____	\$ _____	\$ _____

(4) Accrued liabilities and other

<u>Description</u>	<u>Amount</u>
	\$ _____
	_____
	_____
	\$ _____

(5) Long-term debt, net of current portion

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
				\$ _____
				_____
				_____
				\$ _____



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

(6) Capital stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares Authorized</u>	<u>No. of Shares Issued and Outstanding</u>	<u>Par Value</u>	<u>Amount</u>
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
					\$ _____

(7) Additional paid-in capital

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

(8) Treasury stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares</u>	<u>Cost</u>
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
			\$ _____

**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: Capital paid in cash, \$ _____ When Incorporated _____ In what State _____ Date registered in Hawaii _____ President's name _____ Vice-President's name _____ Secretary's name _____ Treasurer's name _____	If a partnership, answer this: Date of organization _____ Date registered in Hawaii _____ State whether partnership is general or limited _____  <table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">Name and address of partners:</th> <th style="width: 20%;">Age</th> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Name and address of partners:	Age	_____	_____	_____	_____	_____	_____	_____	_____
Name and address of partners:	Age										
_____	_____										
_____	_____										
_____	_____										
_____	_____										

The undersigned hereby declares: that the foregoing is a true statement of the financial condition of the individual, partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the offeror a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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.**

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### Affidavit for Individual

STATE OF HAWAII  
 COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Applicant must also sign here)

\_\_\_\_\_  
 Notary Public

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### Affidavit for Partnership

STATE OF HAWAII  
 COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he is a member of the firm of \_\_\_\_\_; and that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Members of firm must also sign here)

\_\_\_\_\_  
 Notary Public

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### Affidavit for Corporation

STATE OF HAWAII  
 COUNTY OF \_\_\_\_\_

\_\_\_\_\_ of the \_\_\_\_\_ being duly sworn, deposes and says that he is described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Officer must also sign here)

\_\_\_\_\_  
 Notary Public

LINDA LINGLE  
GOVERNOR

AARON S. FUJIOKA  
ADMINISTRATOR

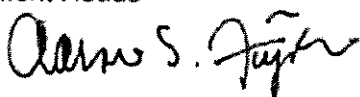


PROCUREMENT POLICY BOARD  
LESLIE S. CHINEN  
DARYLE ANN MO  
GREGORY L. KING  
RUSSELL K. SAITO  
PAMELA A. TORRES

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
P.O. Box 119  
Honolulu, Hawaii 96810-0119  
Tel: (808) 587-4700 Fax: (808) 587-4703  
www.spo.hawaii.gov

July 24, 2007

PROCUREMENT CIRCULAR NO. 2007-05

TO: Executive Department Heads  
FROM: Aaron S. Fujioka   
SUBJECT: Bid Security, Contract Performance and Payment Bonds

This circular is issued to:

- 1) Rescind Procurement Circular No. 1998-09, dated November 23, 1998; and
- 2) Reissue amended bond forms Exhibits B, D, F, and includes the bond and acknowledgment forms Exhibits A, C, E, G, H, I, J, which did not require any changes. The forms are as required by HAR Subchapter 24, Chapter 3-122, and in accordance with HRS §§103D-323 to 103D-328.

Bonds are to protect against the failure or refusal of the offeror to proceed with the performance of the contract, secure the faithful performance of contract requirements, and payment of suppliers or subcontractors. Exemptions on the use of these bond forms are allowed, with the prior approval of the Administrator.

Changes made to the bond forms, effective June 21, 2007, are as follows:

- 1) Exhibits B & D:

Page 1, 2<sup>nd</sup> paragraph, is amended to read: "WHEREAS, the above-bound Principal has [entered-into] signed a Contract with Obligeo [dated] on \_\_\_\_\_ for the following project: \_\_\_\_\_."

- ~~2) Exhibit F:~~

~~a. Page 1, 2<sup>nd</sup> paragraph, is amended to read: "WHEREAS: The Principal has by \_\_\_\_\_ dated \_\_\_\_\_ [entered-into] signed a contract with \_\_\_\_\_ following Project: \_\_\_\_\_"~~

Not available for use in solicitations  
(Procurement Circular 2014-08)

~~b. Page 2, 3<sup>rd</sup> paragraph, is amended to read: "...the performance of the Contract who has not been paid in full therefor after [two-months] ninety days from the completion...."~~

~~c. Page 3, 1<sup>st</sup> sentence, is amended to read: "The amount of this bond may be reduced in accordance with and subject to section [3-122-226] 3-122-225, Hawaii Administrative Rules."~~

- 3) Exhibits A, C, E, G, H, I, J: No changes were made to these exhibits.

Purchasing agencies shall utilize bond and acknowledgment forms as provided in the exhibits listed below:

- EXHIBIT A: Surety bid security titled "*Surety [Bid] [Proposal] Bond*", dated 11/17/98.
- EXHIBIT B: Surety contract performance bond titled "*Performance Bond (Surety)*", dated 6/21/07.
- EXHIBIT C: Contract performance bond for types of security pursuant to HAR §3-122-222(2) and (3), titled "*Performance Bond*", dated 11/17/98.
- EXHIBIT D: Surety contract labor and material payment bond titled "*Labor and Material Payment Bond (Surety)*", dated 6/21/07.
- EXHIBIT E: Contract labor and material payment bond for types of security pursuant to HAR §3-122-222(2) and (3), titled "*Labor and Material Payment Bond*", dated 11/17/98.
- ~~EXHIBIT F: Surety combination contract performance and payment bond titled "*Performance and Payment Bond*", dated 6/21/07.~~
- Not available for use in solicitations  
(Procurement Circular 2014-08)
- EXHIBIT G: Surety contract performance bond for goods and services supplemental agreement titled "*Performance Bond (Surety) for Supplemental Agreement for Goods and Services*", dated 11/17/98.
- EXHIBIT H: Contract performance bond for goods and services supplemental agreement for types of security pursuant to HAR §3-122-222(2) and (3), titled "*Performance Bond for Supplemental Agreement for Goods and Services*", dated 11/17/98.
- EXHIBIT I: Contractor acknowledgement form for use with contract performance and payment bonds titled "*Contractor Acknowledgment*", dated 11/12/97.
- EXHIBIT J: Surety acknowledgement form for use with contract performance and payment bonds titled "*Surety Acknowledgment*", dated 11/12/97.

The exhibit bond and related forms are available on the SPO homepage at [www.spo.hawaii.gov](http://www.spo.hawaii.gov), under the "Quick Links" section, click on "Forms for State Agencies". To view the complete listing of all current Procurement Circulars, click on "Procurement Circulars".

Questions may be directed to Justin Fo at 586-0577 or Colin Tanaka at 586-0558, or call me at 587-4700.

EXHIBIT A

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

Bond No. \_\_\_\_\_

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_,  
*(Full Name or Legal Title of Offeror)*

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)*

as Owner, hereinafter 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 \_\_\_\_\_

\_\_\_\_\_  
*(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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Offeror)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

EXHIBIT B

PERFORMANCE BOND (SURETY)  
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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 hereof.

**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.



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**

EXHIBIT C

PERFORMANCE BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_, its successors and assigns, as Obligee, hereinafter called  
(State/County Entity)  
Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_  
(Dollar Amount of Contract)

DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal tender;
- Share Certificate unconditionally assigned to or made payable at sight to  
Description \_\_\_\_\_  
\_\_\_\_\_;
- 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 \_\_\_\_\_,  
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 \_\_\_\_\_  
\_\_\_\_\_;

- Teller's Check 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 \_\_\_\_\_;
- Treasurer's Check 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 \_\_\_\_\_;
- Official Check 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 \_\_\_\_\_;
- Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_, accepted by 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 \_\_\_\_\_;

WHEREAS:

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Oblige 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 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 \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

EXHIBIT D

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

KNOW TO ALL BY THESE PRESENTS:

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 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.

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 \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND  
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_, its successors and assigns, as Obligee, hereinafter called  
(State/County Entity)

Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_  
(Dollar Amount of Contract)

DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal tender;
- Share Certificate unconditionally assigned to or made payable at sight to  
Description \_\_\_\_\_;  
\_\_\_\_\_;
- 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 \_\_\_\_\_,  
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 \_\_\_\_\_;  
\_\_\_\_\_;
- Teller's Check 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 \_\_\_\_\_;

Treasurer's Check 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 \_\_\_\_\_;

Official Check 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 \_\_\_\_\_;

Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_, accepted by 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 \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee 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 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



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**

EXHIBIT F

COMBINATION PERFORMANCE AND PAYMENT BOND  
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_,  
*(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, as Obligees, hereinafter called Obligees, in the amount of

\_\_\_\_\_  
*(Twice the Dollar Amount of Contract)*

DOLLARS (\$ \_\_\_\_\_) (being \_\_\_\_\_  
DOLLARS as performance bond and \_\_\_\_\_  
DOLLARS as payment bond, each in the amount of one hundred percent of the contract price  
as required by 103D-324, Haw. Rev. Stat.) lawful money of the United States of America, for  
the payment of which to the said Obligees, well and truly to be made, Contractor and Surety bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS:

The Principal has by written agreement dated \_\_\_\_\_ signed a contract with  
Obligees 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 Principal 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 Principal or its agents or servants or the improper performance of the Contract by the Principal 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 no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining thereto, or in or to the said Project.

**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 above-named Principal and Surety hereby jointly and severally agree with the Obligee that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefor after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment rendered thereon. If the full amount of the liability of the sureties on the 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. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject to section 3-122-225, Hawaii Administrative Rules.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Not available for use in solicitations  
(Procurement Circular 2014-08)

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

EXHIBIT G

PERFORMANCE BOND (SURETY)  
FOR SUPPLEMENTAL AGREEMENT  
FOR GOODS AND SERVICES  
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

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 entered into a Contract with Obligee dated  
\_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;  
and entered into Supplemental Agreement No. \_\_\_\_\_, dated \_\_\_\_\_ for the period  
\_\_\_\_\_  
hereinafter collectively 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 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.

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, Surety shall either remedy the Default, or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of 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**

EXHIBIT H

**PERFORMANCE BOND  
FOR SUPPLEMENTAL AGREEMENT  
FOR GOODS AND SERVICES  
(11/17/98)**

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*  
as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_, its successors and assigns, as Obligee, hereinafter called Obligee,  
*(State/County Entity)*  
in the amount of \_\_\_\_\_  
*(Dollar Amount of Contract)*

DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal tender;
- Share Certificate unconditionally assigned to or made payable at sight to \_\_\_\_\_;  
Description \_\_\_\_\_;
- 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 \_\_\_\_\_, 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 \_\_\_\_\_;
- Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_, 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 \_\_\_\_\_;

- Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_, 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 \_\_\_\_\_;
- Official Check No. \_\_\_\_\_, dated \_\_\_\_\_, 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 \_\_\_\_\_;
- Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_, accepted by 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 \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_  
 \_\_\_\_\_  
 and entered into Supplemental Agreement No. \_\_\_\_\_, dated \_\_\_\_\_ for the period \_\_\_\_\_; hereinafter collectively 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 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 \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

EXHIBIT I

**CONTRACTOR ACKNOWLEDGMENT**

[FOR USE WITH PERFORMANCE AND PAYMENT BONDS]

(11/12/97)

CONTRACTOR ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_ )  
: SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
appeared \_\_\_\_\_ and \_\_\_\_\_  
to me known to be the person(s) described in and, who, being by me duly sworn, did say that  
he/she/they is/are \_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_

the Contractor named in the foregoing instrument, and that he/she/they is/are authorized to  
sign said instrument in behalf of the Contractor, and acknowledges that he/she/they executed  
said instrument as the free act and deed of the Contractor.

(Notary Seal)

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

EXHIBIT J

SURETY ACKNOWLEDGMENT

[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS]

(11/12/97)

SURETY ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_ )  
: SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known to be the person described in and, who, being by me, did depose and say that \_\_\_\_\_ resides in \_\_\_\_\_; that \_\_\_\_\_ is the Attorney-in-Fact of \_\_\_\_\_ the corporation described in and which executed the attached instrument; that \_\_\_\_\_ knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that \_\_\_\_\_ signed \_\_\_\_\_ name thereto by like order.

(Notary Seal)

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**CERTIFICATION FOR HAWAII PRODUCT PREFERENCE**

1. Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii  Requester: _____	2. dba: _____  3. Hawaii General Excise Tax Number: _____
4. Address	5. Email Address
6. Contact Person	7. Phone

Submit 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:    Oahu     Maui     Hawaii     Lanai     Kauai     Molokai

11. Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.  
 Yes    or     No

12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the state of Hawaii. Fill in every line in column s A, B, & C	A Hawaii Input	B Non- Hawaii input	C Total A + B
a	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
c	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	Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the state of Hawaii used in the production or manufacturing of a product.	\$_____ per unit	\$_____ per unit	\$_____ per unit
e	<b>Totals</b>	\$_____ per unit (Add Column A)	\$_____ per unit (Add Column B)	\$_____ per unit (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: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

**GOVERNMENT USE ONLY**

APPROVED     DISAPPROVED  
SPO-038 (Rev. 11/12/10)

\_\_\_\_\_  
Procurement Officer Signature

\_\_\_\_\_  
Government Agency

# FORM 1

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

<b>I. Bidder's Identifying Information</b>			
A. Legal Business Name: _____			
B. Project Bid Title & Reference No.: _____			
C. Contact Person's Name: _____			
1. Phone No.: _____		2. E-Mail: _____	
<b>II. Apprenticeable Trades To Be Employed*</b>	<b>B. Apprenticeship Sponsor*</b>	<b>C. No. Enrolled</b>	<b>D. No. Completed</b>
A. (List)	(One Sponsor Per Form)	(# of apprentices currently enrolled as of bidder's request date)	(# of apprentices who completed the apprenticeship program in the 12 months prior to request date)
1.			
2.			
3.			
4.			
5.			
6.			
<b>III. Bidder's Certification</b>			
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.			
_____		_____	
A. Name (Type)		B. Title	
_____		_____	
C. Signature (original signature required)		D. Date	
<b>IV. Apprenticeship Sponsor's Contact Information</b>			
A. Training Coordinator's Name: _____			
B. Address: _____			
C. Phone No.: _____		D. E-Mail: _____	E. Fax No: _____
<b>V. Apprenticeship Program Sponsor's Certification</b>			
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 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

<b>I. Contractor's Identifying Information</b>		<b>II. Reporting Period</b>	
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:	
<b>III. Apprenticeship Program (Complete a separate form for <i>each</i> apprenticeship program in which workers are employed on the project.)</b>			
A. Contractor was a party to an apprenticeship program or programs with the following sponsor: (Give sponsor's name.)*		B. Was the contractor a party to the program during the <i>entire</i> report month?	
		1. Yes <input type="checkbox"/>	
		2. No <input type="checkbox"/> If NO, state applicable period and why (may be subject to sanctions.)	
<b>IV. Contractor's Certification</b>			
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.			
_____		_____	
A. Name (Type)		B. Title	
_____		_____	
C. Signature (original signature required)		D. Date	
<b>V. Apprenticeship Sponsor's Contact Information</b>			
A. Training Coordinator's Name:			
B. Address:			
C. Phone No.:		D. E-Mail:	E. Fax No.:
<b>VI. Apprenticeship Program Sponsor's Certification</b>			
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.

**CERTIFICATION OF COMPLIANCE  
FOR  
EMPLOYMENT OF STATE RESIDENTS  
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: \_\_\_\_\_

Agency Project No: \_\_\_\_\_

Contract No.: \_\_\_\_\_

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of \_\_\_\_\_ and

(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, \_\_\_\_\_ was in

(Name of Contractor or Subcontractor Company)

compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

*CORPORATE SEAL*

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Subscribed and sworn to me before this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

Doc. Date: \_\_\_\_\_ # of Pages \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION

EXHIBIT 2