

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: Mr. Robert Ing, Land Development Division
Notice of Intention to Bid due no later than _____

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-23-HHL-003, Site and Infrastructure Improvements for Pu'unani Homestead Subdivision, for which bids are due no later than **2:00 p.m.**, on _____.

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

Date: _____

The Department of Hawaiian Home Lands acknowledges on this date above, receipt of your Notice of Intention to Bid on IFB-23-HHL-003.

Stewart Matsunaga, Project Manager
Land Development Division

Standard Qualification Questionnaire

(SPO Form-21)

Link- <https://spo.hawaii.gov/wp-content/uploads/2013/12/spo-021.pdf>

Due date: Refer to the 'Notice to Bidders' or the Checklist on page 14 of the 'Instructions for Bid Submittal'

Instructions for Bid Submittal

General Instructions for Bid Submittal

The Bid Offer form must be completed and submitted to the Department of Hawaiian Home Lands (DHHL) by the required due date and time, and in the form prescribed by DHHL.

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

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

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

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

I. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

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

B. NOTICE OF INTENTION TO BID

1. In accordance with Section 103D-310, Hawaii Revised Statutes (HRS), and Section 3-122-108, Hawaii Administrative Rules (HAR), a written Notice of Intention to Bid, hereinafter (“Notice”) must be submitted to the Chairman of the Hawaiian Homes Commission (“Chairman”), of the Hawaiian Homes Commission, who also serves as the Head of the Purchasing Agency (HOPA), who is the officer responsible for this procurement on behalf of DHHL. The Notice may be faxed, hand carried, mailed, or e-mailed to the office indicated in the Notice.
2. The written Notice must be received by DHHL no later than the date and time specified in the Notice to Bidders. The written Notice will be time stamped when received by DHHL. The time designated by the time stamping device in DHHL shall be official. If the written Notice is hand carried, then the bearer is responsible to ensure that the Notice is time stamped by DHHL. If the Notice is delivered through facsimile (fax) machine, the time of receipt by DHHL’s fax machine shall be official. If the Notice is sent by email, the time indicated in the date and time field of the email as received by DHHL shall be official.
3. It is the responsibility of the prospective Bidder to ensure that the written Notice is received on time. DHHL assumes no responsibility for failure of timely delivery caused by the prospective Bidder or by any method of conveyance chosen by the

prospective Bidder. DHHL shall use its best efforts to return a signed acknowledgement of receipt of Notice from Bidder(s).

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

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

1. Prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-021) (hereinafter "Questionnaire") that are properly executed and notarized. The Questionnaire shall set forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, supplemented with adequate proof of the availability of such equipment. The Questionnaire shall be submitted to the location on or prior to the date and time set forth in the Notice to Bidders. The Questionnaire will be time stamped when received by DHHL and the time designated by the time stamping device in DHHL shall be considered official. If the Questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by DHHL. Email and fax machine transmissions are not acceptable in whole or in part. If the information in the Questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the Questionnaire shall be kept confidential. The Questionnaire will be returned to the Bidder after it has served its purpose. Prior Questionnaires submitted for other Notice to Bidders are not acceptable.
2. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the HOPA shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.

3. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for DHHL to disqualify a prospective Bidder.

D. PROPOSAL FORM

1. Prospective Bidders are being furnished with the Bid Offer Form, (hereinafter "Proposal") giving the location, description, and the contract time of the work contemplated for which a Total Sum bid price is asked, containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.
2. All papers bound with or attached to the Proposal shall be considered a part thereof and shall not be detached or altered when the Proposal is submitted.
3. The drawings, specifications, and other documents designated in the Proposal will also be considered a part thereof whether attached or not.
4. When quantities for individual items of work are listed in the Proposal for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by DHHL only for the purpose of comparing on a uniform basis bids offered for the work. DHHL does not, expressly or by implication, agree that the actual quantity of work will correspond therewith.
5. Earthwork quantities shown on plans are for permit purposes only and shall not be used by the contractor for bidding purposes. The contractor shall determine his own quantities for the work and base his bid accordingly.
6. On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to DHHL Construction General Conditions (CGC), Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES.
7. The Bidder's proposal must be submitted on the proposal form furnished by DHHL. The Bidder's Offer/Bid must be prepared in full accordance with the instructions herein. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the Proposal in the spaces provided with ink.
8. If the Proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the Proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with DHHL. If made by a corporation the Proposal must include the submission of a form of a corporate resolution that shows the authority of the particular corporate representative to enter on behalf of said corporation into

contract with DHHL. The corporate resolution shall show the name, title and business address of the president, secretary, and treasurer of the corporation. If made by a joint-venture, the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships, or corporations. The Proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with DHHL. If made by a Limited Liability Corporation (LLC), the Proposal must identify its members and show the authority of its member to enter on behalf of said LLC.

9. Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor and their respective contractor's license number. Each Bidder shall indicate the nature and scope of work to be performed by such joint contractor and/or subcontractor. A joint contractor or subcontractor performing less than or equal to one percent (1%) of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.
10. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of DHHL's right to eliminate entire portions of the work or to increase or decrease any or all the quantities shown in the proposal form.
11. By submitting an offer/bid on the Proposal, a Bidder accepts the language therein as its own.

E. BID SECURITY

1. Subject to the exceptions in Section 3-122-223(d), HAR, all lump sum bids of fifty thousand dollars (\$50,000) and higher, or lump sum base bids including alternates of fifty thousand dollars (\$50,000) and higher, that are not accompanied by bid security are considered non-responsive. In conformance with Section 3-122-222(a), HAR, bid security shall be considered present with one of the following instruments:
 - a. Surety bid bond underwritten by a company licensed to issue bonds in this State; or
 - b. Legal Tender; or
 - c. Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the

National Credit Union Administration. Company or personal checks are not considered “official checks” and will not be accepted.

- (a) These instruments may be utilized only to a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be accepted.
 - (c) CAUTION - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the DHHL.
2. Unless otherwise stated, the bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including all additive alternates or in an amount required by the terms of the federal funding, where applicable.
 3. If the Bidder is a corporation, evidenced in the form of a corporate resolution authorizing the corporate representative to execute the bond must be submitted with the proposal. (See a sample in Appendix.) If the Bidder is a partnership, all partners must sign the bond, or evidence in the form of a partnership agreement must be submitted showing the authority of the partner.
 4. If the Bidder is a joint-venture, all parties to the joint-venture must sign the bond; provided, that one party to the joint-venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.
 5. In the case where the award will be made on a group or item basis, the amount of bid security shall be based on the total bid for all groups or items submitted.
 6. Bidders are cautioned that surety bid bonds which place a limit in value to the difference between the bid amount and the next acceptable bid, such value not to exceed the purported amount of the bond, are not acceptable. Surety bid bonds which place a time limit on the right of the State to make claim other than allowed by statutes or the GENERAL CONDITIONS are not acceptable. Bidders are notified that a surety bid bond containing such limitation(s) is not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

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

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

G. ADDENDA AND BID CLARIFICATIONS

1. The terms and requirements of the bid documents (i.e., drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued Addendum.
2. DHHL may alter, increase, or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.
3. If a Bidder discovers what it considers to be a discrepancy, ambiguity, omission, or doubt as to the meaning of drawings, specifications, and any other bid or contract documents, the Bidder shall request in writing an interpretation from the HOPA.
4. If DHHL agrees that a discrepancy, ambiguity, omission, or doubt exists, it shall issue a written addendum to the bid documents on the HiePRO website no later than eight (8) days before the bids are opened. DHHL may extend the bid opening to allow at least eight (8) days from the notification date of the last issued Addendum. Upon issuance of Addenda by DHHL on the HiePRO website, all Bidders shall be deemed to be on notice of the information therein whether or not the Addendum is actually received. Bidders are responsible to check the HiePRO website for any Addenda issued. All issued addenda shall become part of the contract documents.
5. No claim for additional compensation and/or time for performance will be allowed if the Bidder discovered, or in the exercise of reasonable care, should have discovered, a discrepancy, ambiguity, omission, or doubt for which an interpretation was not requested.

H. SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

1. Brand names of materials or equipment are specified or shown on the drawings to indicate a quality, style, appearance, or performance and do not serve to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Land Development Division Project Manager. The face of the envelope containing the request must be clearly marked "SUBSTITUTION

REQUEST”. The request may be hand carried or mailed to DHHL, 91-5420 Kapolei Parkway, Kapolei, HI, 96707. In either case, the written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.

2. Submit three (3) sets of the written request, technical brochures, and a statement of variances.
3. A statement of variances must list all features of the proposed substitution which differ from the drawings, specifications, and/or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, the Contractor shall immediately replace the product with a specified product at no cost to DHHL.
4. Any substitution request not in compliance with the above requirements will be denied. Substitution requests sent to other agencies and received by the Land Development Division Project Manager after the deadline above will also be denied.
5. An addendum shall be issued to inform all prospective Bidders of any accepted substitution.

I. DELIVERY OF PROPOSALS.

The entire proposal shall be submitted through HIePRO as indicated in the Notice to Bidders. Proposals which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the Notice to Bidders. The time designated by the HIePRO system shall be considered official.

J. WITHDRAWAL OR REVISION OF PROPOSAL.

Proposal may be modified prior to the deadline to submit through the HIePRO system

K. PUBLIC OPENING OF PROPOSALS.

Proposals will be opened at the time indicated in the Notice to Bidders, and results shared through the HIePRO system. There will be no physical bid opening.

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

1. Non-compliance with Section I.A. QUALIFICATION OF BIDDERS;

2. Evidence of collusion among Bidders;
3. Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation;
4. Being in arrears on existing contracts with the State of Hawai'i, or having defaulted on a previous contract with the State of Hawai'i;
5. Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Qualification Questionnaire and Financial Statement for Bidders;
6. No contractor's license or a contractor's license which does not cover type of work contemplated;
7. More than one proposal for the same work from an individual, firm, partnership, corporation, or joint venture under the same or different name;
8. Delivery of bids after the deadline specified in the advertisement calling for bids;
9. Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms; and/or
10. Debarment or suspension pursuant to the provisions of Chapters 103D, 104, and 444, HRS.
11. Any violation of Chapter 84, HRS.

M. PROTESTS

1. Protests shall be governed by Section 103D-701, HRS, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, HAR.
2. The Chairman is DHHL's Head of Procurement Agency (HOPA), to whom protests shall be addressed unless specified otherwise in the solicitation.

N. WRONGFUL REFUSAL TO ACCEPT A BID.

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

II. AWARD AND EXECUTION OF CONTRACT

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

After the proposals are opened, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall be made public.

In the event of a tie bid, the low Bidder shall be determined in accordance with Section 3-122-34, HAR.

In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals.

Until the award of the contract, DHHL may cancel the solicitation, reject any and all bids/proposals in whole or part, and may waive any defects or technicalities whenever such action is deemed to be in the best interest of DHHL.

B. IRREGULAR PROPOSALS.

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

1. If the proposal is unsigned.
2. If bid security is not in accordance with Section I.E. BID SECURITY.
3. If proposal is on a form other than that furnished by DHHL; if the form is altered; or if any part of the form is detached.
4. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
5. If the Bidder adds any provisions reserving the right to accept or reject an award.
6. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.
7. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.
8. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the

completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.

9. If in the opinion of the HOPA, the Bidder and/or its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all the work.

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

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

makes a written determination that DHHL's procurement practices and policies would not be materially affected by such correction or withdrawal.

D. AWARD OF CONTRACT

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

E. CANCELLATION OF AWARD.

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

F. SUBMITTAL OF BID SECURITY.

Bid securities shall be scanned and uploaded with offer to HiePRO. The four (4) lowest Bidders shall mail in their bid security, following the opening and checking of the proposals. The retained bid securities of the four lowest Bidders will be returned within five (5) working days following the complete execution of the contract.

G. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance bond and Payment Bond shall be required for contracts fifty thousand dollars (\$50,000) and higher. At the time of the execution of the contract, the successful Bidder shall file a good and sufficient performance bond and payment bond on the form furnished by DHHL. Each bond shall be in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Bidders may use their own form, which shall comply and consist of similar content in DHHL's bond forms.

Acceptable performance and payment bonds shall be limited to the following:

- (a) Surety bonds underwritten by a company licensed to issue bonds in this State and listed on the U.S. Department of the Treasury's Listing of Certified Companies:

https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm; or

- (b) A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to DHHL by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

- (1) These instruments may be utilized only a maximum of one hundred thousand dollars (\$100,000).

- (2) If the required security or bond amount totals over one hundred thousand dollars (\$100,000), more than one instrument not exceeding one hundred thousand dollars (\$100,000) each and issued by different financial institutions shall be acceptable.

2. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled; DHHL shall have the remedies provided below under Section II., subsection I. FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

H. EXECUTION OF THE CONTRACT

1. The contract shall be signed by the successful Bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the Bidder is awarded the contract for execution or within such further time as the HOPA may allow. No proposal or contract shall be considered binding upon the DHHL until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the HOPA shall also endorse thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation

over and above all outstanding contracts sufficient to cover DHHL's amount required by such contract.

2. On any individual award totaling less than fifty thousand dollars (\$50,000), DHHL reserves the right to execute the contract by the issuance of a Purchase Order. Issuance of a Purchase Order shall result in a binding contract between the parties without further action by DHHL. The issuance of a Purchase Order shall not be deemed a waiver of the General Conditions, and Contract Document requirements.

I. FAILURE TO EXECUTE THE CONTRACT

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

J. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be conducted prior to the issuance of a Notice to Proceed.

IFB Checklist for Bidders
IFB-23- HHL-003
Site and Infrastructure Improvements for Pu'unani Subdivision

Items required prior to Bid Opening:

- Notice of Intention to Bid, **no later than 2:00 p.m., NOVEMBER 15, 2022.**
- SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division **no later than 4:30 p.m., NOVEMBER 15, 2022.**

Items required with Sealed Bid (submit through HlePRO):

- Bid Offer Form (included with this IFB)
The total sum bid amount must be typed or clearly written in both numbers and words in the appropriate space on the Bid Offer Form. Illegible writing on any portion of the Bid Offer Form, except for the signee's signature, may be grounds for considering a Bid "non-responsive."
- Corporate Resolution (Indicating who is authorized to sign bid documents and contracts), Or other authorizations required for partnerships, joint ventures, and Limited Liability Corporations.
- Bid Security (Surety companies executing bonds must appear on the U.S. Department of the Treasury's Listing of Certified Companies:
https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)
- Form 1 – Certification of Bidder's Participation in Approved Apprenticeship Program Under Act 17 (Apprenticeship Agreement Preference, if any).

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

BID OFFER FORM FOR

**SITE AND INFRASTRUCTURE IMPROVEMENTS FOR THE
PU‘UNANI HOMESTEAD SUBDIVISION**

WAIKAPŪ, ISLAND OF MAUI, HAWAII

**TAX MAP KEY
(2) 3-5-002:002**

IFB No.: IFB-23-HHL-003

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-23-HHL-003. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-23-HHL-003 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

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

Date: _____

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

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

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture Other: _____

Federal ID No.: _____

Hawaii General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address.: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted to the Department of Hawaiian Home Lands' Site and Infrastructure Improvements for the Pu'unani Homestead Subdivision.

PU'UNANI HOMESTEAD SUBDIVISION

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

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
I. GENERAL REQUIREMENTS, OVERHEAD AND FEES					
1.	L.S.	Including project specific insurance, bonds, permits, taxes, temporary facilities, overhead, and fees.	Lump Sum	_____	\$ _____
2.	Allowance	Archaeological Monitoring, Including overhead and fees. See Exhibit B for Archaeological Monitoring Plan	Allowance		\$ 290,000.00
TOTAL – GENERAL CONDITIONS (Item 1 and 2)					\$ _____
II. SITEWORK IMPROVEMENTS					
3.	L.S.	Mobilization (Not to exceed 6% of the sum of all items, excluding bid price of this item, field office, allowances, and force account items.)	Lump Sum	_____	\$ _____
4.	35	Each, Remove Monkey Pod Trees	Each	\$ _____	\$ _____
5.	1,850	Lin. ft., Remove Guardrail	Per Lin. Ft.	\$ _____	\$ _____
6.	146,300	Cu. yds., Mass Excavation	Per Cu. Yd.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
7.	144,200	Cu. yds., Mass Embankment	Per Cu. Yd.	\$ _____	\$ _____
8.	2,100	Cu. yds., Haul Off Surplus Material	Per Cu. Yd.	\$ _____	\$ _____
9.	2,075,000	Sq. ft., Fine Grading Site	Per Sq. Ft.	\$ _____	\$ _____
10.	3,728	Lin. ft., Dust Fence	Per Lin Ft.	\$ _____	\$ _____
11.	18	MO, BMP Maintenance	Per MO	\$ _____	\$ _____
12.	18	MO, Dust and Erosion Control	Per MO	\$ _____	\$ _____
13.	77.65	Acres, Clearing & Grubbing, including handling and proper removal of vegetation, unsuitable material, and debris off DHHL Lands	Per Acre	\$ _____	\$ _____

**TOTAL – SITEWORK IMPROVEMENTS
(Item 3 to 13, inclusive) \$ _____**

III. SEWER SYSTEM INCL. OFFSITE

14.	8,170	Lin. ft., 8” Sewer Main Incl. Offsite	Per Lin. Ft.	\$ _____	\$ _____
15.	3,900	Lin. ft., Sewer Laterals	Per Lin. Ft.	\$ _____	\$ _____
16.	161	Each, COTG	Each	\$ _____	\$ _____
17.	34	Each, Precast SMH	Each	\$ _____	\$ _____
18.	3	Each, Precast SMH Drop	Each	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
19.	1	Each, Precast SMH Deep Drop	Each	\$ _____	\$ _____
20.	30	Lin. ft., Reinforced Concrete Jacket	Per Lin. Ft.	\$ _____	\$ _____
21.	L.S.	Press Test & Video	Lump Sum		\$ _____
22.	L.S.	Tie-in to Existing	Lump Sum		\$ _____
23.	L.S.	AC Restoration	Lump Sum		\$ _____
24.	L.S.	Traffic Control	Lump Sum		\$ _____
TOTAL – SEWER SYSTEM INCL. OFFSITE					
(Item 14 to 24, inclusive)					\$ _____

IV. STORM DRAIN SYSTEM

25.	16	Lin. ft., 18" HDPE Drainline	Per Lin. Ft.	\$ _____	\$ _____
26.	4,090	Lin. ft., 24" HDPE Drainline Incl. Offsite	Per Lin. Ft.	\$ _____	\$ _____
27.	1,421	Lin. ft., 30" HDPE Drainline Incl. Offsite	Per Lin. Ft.	\$ _____	\$ _____
28.	390	Lin. ft., 36" HDPE Drainline	Per Lin. Ft.	\$ _____	\$ _____
29.	421	Lin. ft., 42" HDPE Drainline	Per Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
30.	44	Lin. ft., 48" HDPE Drainline	Per Lin. Ft.	\$ _____	\$ _____
31.	154	Lin. ft., 54" HDPE Drainline	Per Lin. Ft.	\$ _____	\$ _____
32.	113	Lin. ft., 60" HDPE Drainline	Per Lin. Ft.	\$ _____	\$ _____
33.	1,360	Lin. ft., 4" PVC Perf Drainline	Per Lin. Ft.	\$ _____	\$ _____
34.	21	Each, Precast SDMH (Std.)	Each	\$ _____	\$ _____
35.	1	Each, Precast SDMH (DOT Type "C")	Each	\$ _____	\$ _____
36.	10	Each, Precast Concrete GDI 1211214p with Bio Clean Inlet Filter	Each	\$ _____	\$ _____
37.	461	Each, Precast Catch Basin	Each	\$ _____	\$ _____
38.	L.S.	Concrete Outlet Structure 54"	Lump Sum		\$ _____
39.	L.S.	Concrete Outlet Structure 60"	Lump Sum		\$ _____
40.	L.S.	Precast Basin Riser Box with grate and frame (5'x5')	Lump Sum		\$ _____
41.	L.S.	Precast Spillway Vault with frame and grate (7'x6')	Lump Sum		\$ _____
42.	L.S.	AC Restoration	Lump Sum		\$ _____

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
43.	L.S.	Tie-in to CRM Spillway	Lump Sum		\$ _____
TOTAL – STORM DRAIN SYSTEM (Item 25 to 43, inclusive)					\$ _____

V. WATER SYSTEM

44.	7,923	Lin. ft., 8" DI Pipe Incl. Offsite	Per Lin. Ft	\$ _____	\$ _____
45.	391	Lin. ft., 6" DI Pipe (for FH)	Per Lin. Ft	\$ _____	\$ _____
46.	L.S.	DI Fittings & Concrete Blks	Lump Sum		\$ _____
47.	20	Each, Assembly FH w/Valve & Concrete Blk	Each	\$ _____	\$ _____
48.	1	Each, Assembly CO/ARV w/ Type F MH	Each	\$ _____	\$ _____
49.	1	Each, Vertical Offset	Each	\$ _____	\$ _____
50.	16	Each, Gate Valve w/ SVB&C	Each	\$ _____	\$ _____
51.	L.S.	Tapping Tee & Valve	Lump Sum		\$ _____
52.	39	Each, Water Assembly WM "A" w/ box	Each	\$ _____	\$ _____
53.	61	Each, Water Assembly WM "A-1" w/ box	Each	\$ _____	\$ _____
54.	L.S.	Press. Test, Pig & Chlorinate	Lump Sum		\$ _____

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
55.	L.S.	Water Connection to Existing Main (incl. DWS Fee)	Lump Sum	\$ _____	
56.	L.S.	AC Restoration	Lump Sum	\$ _____	
57.	L.S.	Traffic Control	Lump Sum	\$ _____	
TOTAL – WATER SYSTEM					
(Item 44 to 57, inclusive)				\$ _____	

VI. ELEC/TEL/TV IMPROVEMENTS

58.	350	Lin. ft., Trenching & Backfill	Per Lin. Ft.	\$ _____	\$ _____
59.	480	Lin. ft., PVC Conduit (Sch 40)	Per Lin. Ft.	\$ _____	\$ _____
60.	13	Cu. yds., Concrete Encasement	Per Cu. Yd.	\$ _____	\$ _____
61.	5	Each, 2x4 Handhole	Each	\$ _____	\$ _____
62.	4	Each, Street Light Base	Each	\$ _____	\$ _____
63.	2	Each, Concrete Pads (CATV/Fiber)	Each	\$ _____	\$ _____
64.	5	Each, Connect to Riser Pole	Each	\$ _____	\$ _____
65.	1	Each, Meter Pedestal	Each	\$ _____	\$ _____
TOTAL – ELEC/TEL/TV IMPROVEMENTS					
(Item 58 to 65, inclusive)				\$ _____	

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
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VII. ROADWAY & HIGHWAY IMPROVEMENTS

66.	18,180	Ton, 6" Base Course	Per Ton	\$ _____	\$ _____
67.	18,180	Sq. yds., 2" AC Paving	Per Sq. Yd.	\$ _____	\$ _____
68.	13,430	Lin. ft., Concrete Curb & Gutter	Per Lin. Ft.	\$ _____	\$ _____
69.	33,580	Sq. ft., Concrete Sidewalk	Per Sq. Ft.	\$ _____	\$ _____
70.	18	Each, Concrete Ramp w/Detectable Warning Mat	Each	\$ _____	\$ _____
71.	8	Each, St. Survey Monument	Each	\$ _____	\$ _____
72.	19	Each, C.L. Monument	Each	\$ _____	\$ _____
73.	73	Each, Sign & Post for Subdivision	Each	\$ _____	\$ _____
74.	L.S.	Subdivision Striping & Pavement Markers	Lump Sum		\$ _____
75.	2,975	Lin. ft., PVC Vinyl Fence (6'-0")	Per Lin Ft.	\$ _____	\$ _____
76.	3,405	Lin. ft., Chain Link Fence (4'-0")	Per Lin. Ft.	\$ _____	\$ _____
77.	2,575	Sq. yds., Highway Widening	Per Sq. Ft.	\$ _____	\$ _____
78.	2,575	Sq. yds., 12" Subbase Course	Per Sq. Yd.	\$ _____	\$ _____

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
79.	2,575	Sq. yds., 8" Base Course	Per Sq. Yd.	\$ _____	\$ _____
80.	2,575	Sq. yds., Highway AC Paving (4" AC)	Per Sq. Yd.	\$ _____	\$ _____
81.	13	Each, Highway Sign & Post	Each	\$ _____	\$ _____
82.	70	Lin. ft., Highway Guardrail (with End Treatment)	Per Lin. Ft.	\$ _____	\$ _____
83.	L.S.	Highway Striping & Pavement Markers	Lump Sum		\$ _____
84.	L.S.	Offsite Traffic Control	Lump Sum		\$ _____
85.	L.S.	Project Sign including installation and removal; in place complete.	Lump Sum		\$ _____
TOTAL – ROADWAY & HIGHWAY IMP.					
(Item 66 to 85, inclusive)					\$ _____

VIII. LANDSCAPE IRRIGATION IMPROVEMENTS

86.	2	Each, Irrigation Assembly WM "B" incl. Copper Run	Each	\$ _____	\$ _____
87.	2	Each, Irrigation 1.5" RPBP Assembly	Each	\$ _____	\$ _____
88.	L.S.	Permanent Irrigation System (Complete)	Lump Sum		\$ _____
TOTAL – LANDSCAPE IRRIGATION IMP.					
(Item 86 to 88, inclusive)					\$ _____

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
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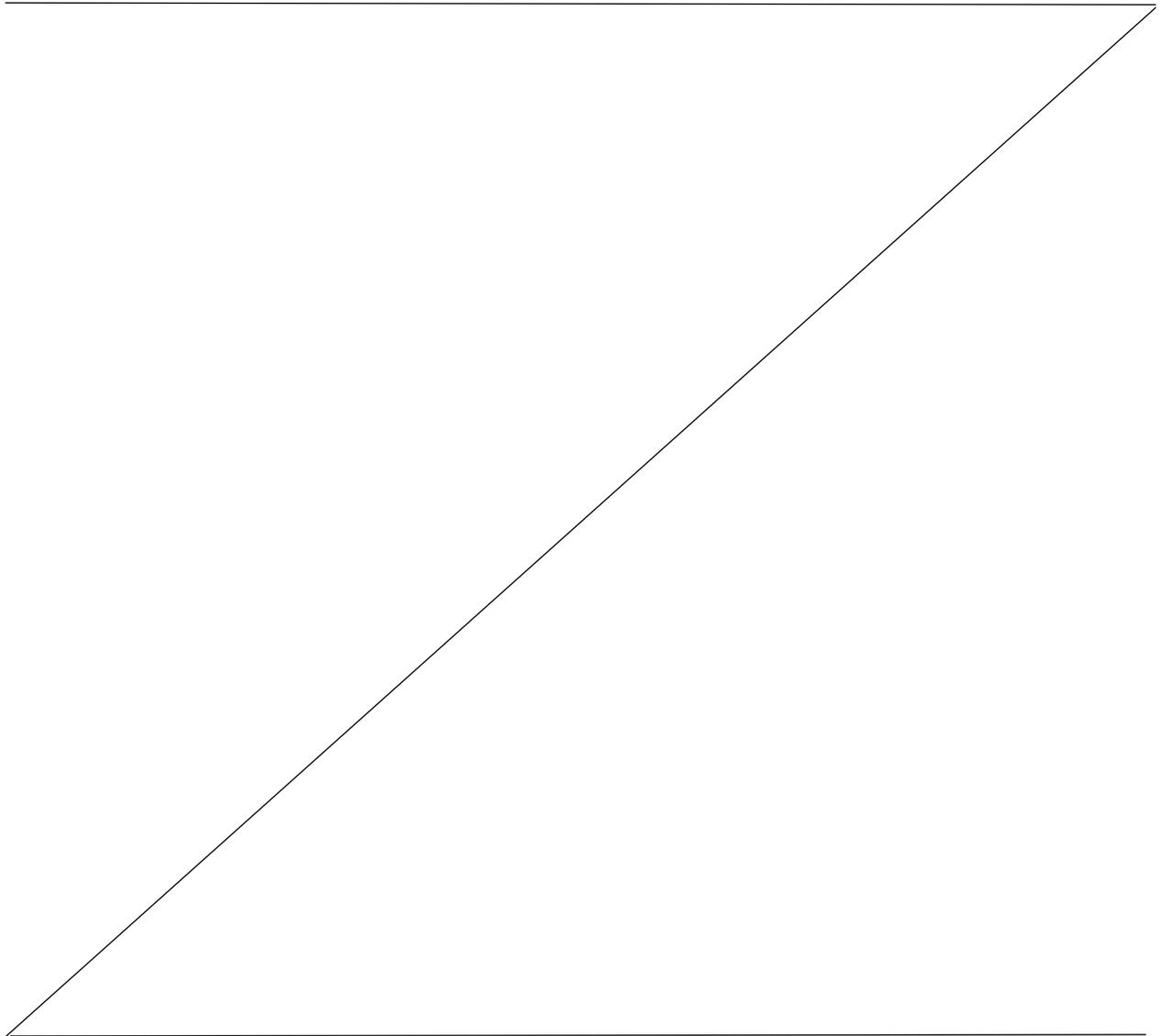
IX. LANDSCAPE PLANTING IMPROVEMENTS

89.	118,030	Sq. ft., Install Topsoil	Per Sq. Ft.	\$ _____	\$ _____
90.	118,030	Sq. ft., Prepare and Amend Planting	Per Sq. Ft.	\$ _____	\$ _____
91.	2,600	Lin. ft., Plastic Edging	Per Lin. Ft.	\$ _____	\$ _____
92.	62,600	Sq. ft., Erosion Control Netting	Per Sq. Ft.	\$ _____	\$ _____
93.	24	Each, Koaia	Each	\$ _____	\$ _____
94.	34	Each, White Rainbow Shower	Each	\$ _____	\$ _____
95.	23	Each, Ohia Lehua	Each	\$ _____	\$ _____
96.	10	Each, Hala	Each	\$ _____	\$ _____
97.	12	Each, Loulu	Each	\$ _____	\$ _____
98.	12	Each, Milo	Each	\$ _____	\$ _____
99.	25,470	Sq. ft., Naupaka Kuawihi	Per Sq. Ft.	\$ _____	\$ _____
100.	36,920	Sq. ft., Carex	Per Sq. Ft.	\$ _____	\$ _____
101.	200	Sq. ft., UkiUki	Per Sq. Ft.	\$ _____	\$ _____
102.	55,440	Sq. ft., Grass	Per Sq. Ft.	\$ _____	\$ _____
103.	L.S.	Maintenance Period	Lump Sum	\$ _____	\$ _____

**TOTAL – LANDSCAPE PLANTING
IMPROVEMENTS
(Items 89 to 103, inclusive) \$ _____**

104. X. CONTINGENCY- UNFORSEEN SITE CONDITIONS \$ 250,000.00

TOTAL SUM BID: \$ _____



RECAPITULATION

I. GENERAL REQUIREMENTS, OVERHEAD AND FEES (Items 1 and 2)	\$ _____
II. SITEWORK IMPROVEMENTS (Items 3 to 13, inclusive)	\$ _____
III. SEWER SYSTEM INCL. OFFSITE (Items 14 to 24, inclusive)	\$ _____
IV. STORM DRAIN SYSTEM (Items 25 to 43, inclusive)	\$ _____
V. WATER SYSTEM (Items 44 to 57, inclusive)	\$ _____
VI. ELEC/TEL/TV IMPROVEMENTS (Items 58 to 65, inclusive)	\$ _____
VII. ROADWAY & HIGHWAY IMP. (Items 66 to 85, inclusive)	\$ _____
VIII. LANDSCAPE IRRIGATION IMP. (Items 86 to 88, inclusive)	\$ _____
IX. LANDSCAPE PLANTING IMP. (Items 89 to 103, inclusive)	\$ _____
X. CONTINGENCY- UNFORSEEN SITE CONDITIONS (Item 104)	\$ 250,000.00 _____
TOTAL – SUM BID (Items 1 to 104, inclusive)	\$ _____

TOTAL SUM BID = _____
_____ Dollars (\$ _____).

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

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before FOUR HUNDRED AND FIFTY (450) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

APPRENTICESHIP AGREEMENT PREFERENCE

Section 103-55.6, HRS, provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

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

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

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

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

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

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

Should the bidder qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

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

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

METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 5) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.
- 5) A written notice of award of a contract will be made within hundred eighty (180) days after the opening of the bids. Said notice shall not be construed to be authorization to proceed with the performance of services under the contract. Any services performed by the Contractor prior to the date indicated in the Notice to Proceed shall be at the Contractor's risk. The bid price shall be firm for a minimum of hundred eighty (180) days from bid opening date to allow for contract execution.

It is further understood and agreed that:

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

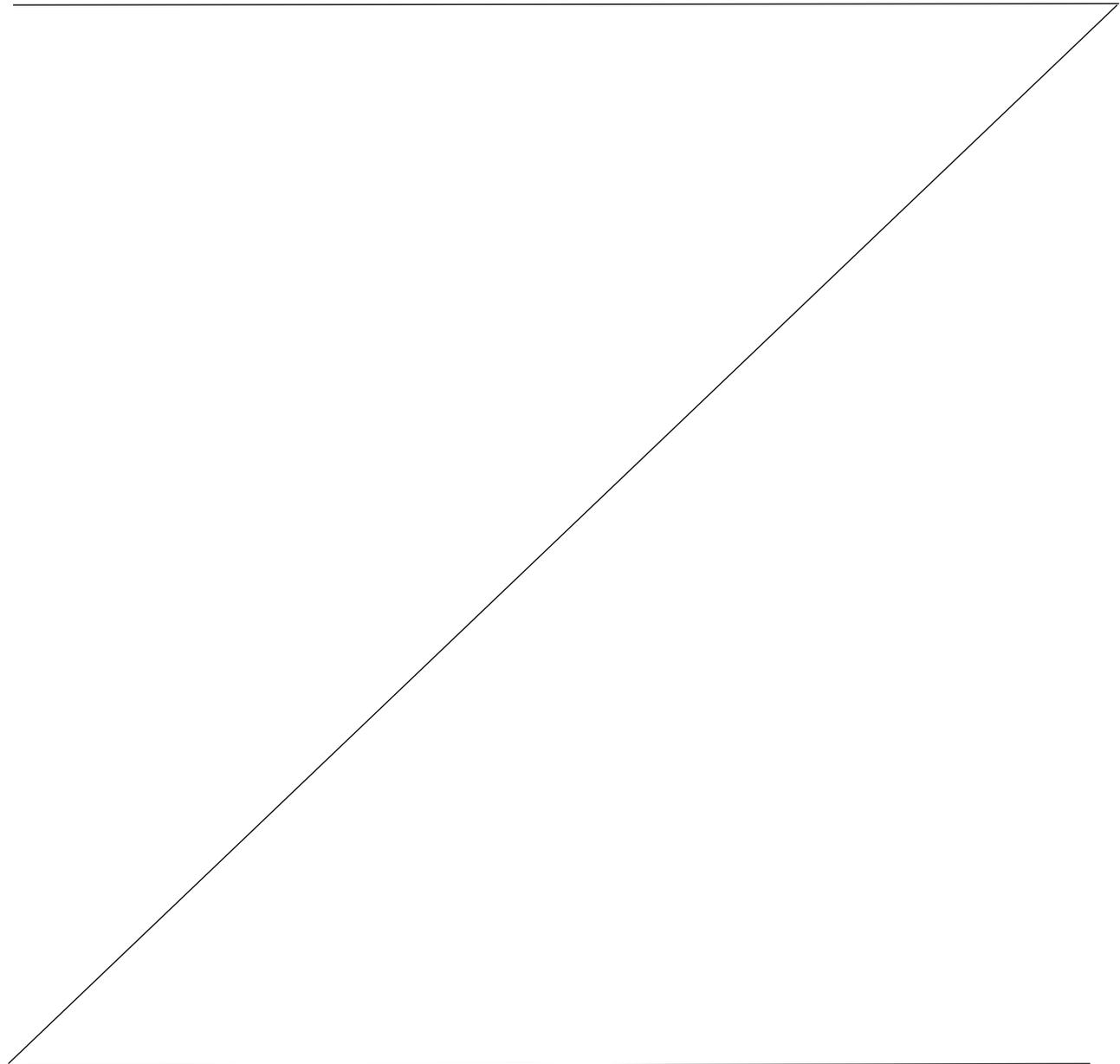
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

OTHER CONDITIONS

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

and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

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



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

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

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

Bid Security in the amount of: _____

_____ DOLLARS (\$ _____)

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

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

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE.

THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.

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

NOTES:

- *1. Surety bond underwritten by a company licensed to issue bonds in this State;
- *2. Legal tender; or
- *3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
 - A. These instruments may be utilized only to a maximum of \$100,000.
 - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- *4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- *5. Fill in all blank spaces with information asked for or bid may be invalidated. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

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

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

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

_____ this _____ day of _____, 20____.

Secretary

END OF BID

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