



STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
91-5420 Kapolei Parkway,  
Kapolei, HI. 96707

# **BID SUBMITTALS**

FOR

FURNISHING LABOR AND MATERIALS FOR

## **R & M OF STREETLIGHTS AND SIGNS IN VARIOUS DHHL SUBDIVISIONS ON OAHU**

ISLAND OF OAHU, HAWAII,

IFB No.: IFB-24-HHL-011

MARCH 2024



STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
91-5420 Kapolei Parkway,  
Kapolei, HI. 96707

**R & M OF STREET LIGHTS AND SIGNS IN  
VARIOUS DHHL SUBDIVISIONS ON OAHU  
ISLAND OF OAHU, HAWAII**

IFB NO.: IFB-24-HHL-011

**\*SEALED BID\***

Submitted by:

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Address:

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Date:

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Bid Package Envelope Cover



# 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 ” or “ Department ”) by the required due date and time, and in the form prescribed by DHHL. Electronic mail and facsimile transmissions shall not be accepted.*

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

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

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

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

### I. IFB SCHEDULE AND CHECKLIST FOR BIDDERS:

DATE OR DEADLINE	REQUIRED	DESCRIPTION
<b>Invitation for Bid No.:</b>  <b>Project Name:</b>		<b>IFB-24-HHL-011</b>  <b>R &amp; M OF STREET LIGHTS AND SIGNS IN VARIOUS DHHL SUBDIVISIONS ON OAHU</b>
		<b><u>No Pre-Bid Conference and Site Inspection</u></b>
<u>March 11, 2024</u>    <u>March 12, 2024</u>	<b><u>No</u></b>	<b><u>Written Questions (if any)</u></b> Due in writing via facsimile at (808) 620-9299, or e-mail to <a href="mailto:kehaulani.a.quartero@hawaii.gov">kehaulani.a.quartero@hawaii.gov</a> , no later than <b>2:00 p.m H.S.T.</b>  <b><u>Responses to Questions</u></b> DHHL will post an addendum with questions and responses no later than <b>4:00 p.m. H.S.T.</b>
<u>March 15, 2024</u>	<b><u>Yes</u></b>	<b><u>Notice of Intention to Bid due by 2:00 P.M. H.S.T.</u></b>  May be delivered to 91-5420 Kapolei Parkway, Kapolei May be faxed to 808-620-9299 May be emailed to: <a href="mailto:kehaulani.a.quartero@hawaii.gov">kehaulani.a.quartero@hawaii.gov</a>
<u>March 18, 2024</u>	<b><u>Yes</u></b>	<b>Standard Qualification Questionnaire (SQQQ)</b> <b>SPO Form 21</b> Due no later than <b>4:00 p.m. H.S.T.</b>

		<p>Must be delivered to 91-5420 Kapolei Parkway, Kapolei</p> <p>Completed Questionnaires <u>must</u> be submitted as an original hard copy with wet signatures. Questionnaires that are submitted via facsimile or E-mail <b><u>will not</u></b> be accepted.</p>
<b><u>March 26, 2024</u></b>	<b><u>Yes</u></b>	<p><b><u>Bid Offer Due</u></b>  <b>Time: Received by 2:00 p.m. H.S.T.</b></p> <p><b>Where: DHHL, Hale Kalaniana'ole,  91-5420 Kapolei Parkway  Kapolei, HI 96707</b></p>
<b><u>Items required with sealed bid</u></b>		
<b><u>Bid Package Envelope Cover</u></b>	<b><u>Yes</u></b>	<p>Bid Package Envelope Cover (with the words "Sealed Bid"), included with this IFB. The Envelope Cover Form should be glued or taped to the front of the bid envelope.</p>
<b><u>Bid Offer Form</u></b>	<b><u>Yes</u></b>	<p>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."</p>
<b><u>Corporate Resolution</u></b>	<b><u>Yes</u></b>	<p>Indicating who is authorized to sign bid documents and contracts, or other authorizations required for partnerships, joint ventures, and Limited Liability Corporations.</p>

## **II. 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”), who is the Department’s chief procurement officer. 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 in time and 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 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, as amended, and the rules and regulations of the Contractor’s License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must be registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425, HRS, as amended.
5. No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the

State of Hawaii 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") properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment. 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. The time designated by the time stamping device in DHHL shall be 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 in response to 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 Questionnaire by the designated deadline will be 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 show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a Corporate Resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with DHHL. If made by a joint-venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The Proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with DHHL. If made by a Limited Liability Corporation (LLC), the Proposal must identify all of 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 indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent (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: No Bid Security will be required for this service contract.

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

The Bidder shall carefully examine the project site and study all Contract Documents (as defined in the DHHL Construction General Conditions) and any documents or items referenced therein and contract and bond forms, therefore. The submission of 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 HANDS 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 HANDS 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 HANDS website for any Addenda issued. All addenda so issued shall become part of the contract documents.
5. No claim for additional compensation and/or time for performance will be allowed if the 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 not to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the 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, Hawaii, 96707. In either case, the written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.
2. Submit three (3) sets of the written request, technical brochures, and a statement of variances.
3. A statement of variances must list all features of the proposed substitution which differ from the drawings, specifications and/or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product at no cost to DHHL.
4. Any substitution request not complying 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 be denied.
5. An addendum shall be issued to inform all prospective Bidders of any accepted substitution.

#### I. DELIVERY OF PROPOSALS.

The entire proposal shall be placed in a sealed envelope and delivered 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 time stamping device in DHHL shall be official.

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

1. Withdrawal of Proposals:

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

2. Modification of Proposals:

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

K. PUBLIC OPENING OF PROPOSALS.

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

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

1. Non-compliance with Section I.A. QUALIFICATION OF BIDDERS;
2. Evidence of collusion among Bidders;
3. Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation;
4. Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii;
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, as amended.
11. Any violation of Chapter 84, HRS.

M. PROTESTS

1. Protests shall be governed by Section 103D-701, HRS, and amended hereafter, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, HAR, and as amended hereafter.
2. The Chairman is the 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.

**III. AWARD AND EXECUTION OF CONTRACT**

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

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

In the event of a tie bid, the low Bidder shall be determined in accordance with §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; or if the form is altered or any part thereof detached.
4. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
5. If the Bidder adds any provisions reserving the right to accept or reject an award.
6. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.
7. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.
8. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.
9. If in the opinion of the 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 of the work.

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

1. Corrections to bids after bid openings but prior to award may be made under the following conditions:
  - (a) If the mistake is attributable to an arithmetical error, the 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. RETURN OF BID SECURITY.

No Bid Security required for this service contract.

G. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance bond and Payment Bond shall be required for construction contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance bond and payment bond on the form furnished by DHHL, **each** in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Bidders may use its own form, which complies with 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; 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 \$100,000 (one hundred thousand dollars).
  - (2) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding

\$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.

- (3) A company check, or a personal check is not acceptable as a teller's check and not considered an official check.
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.,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 \$50,000 (fifty thousand dollars), the 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.



**NOTICE OF INTENTION TO BID**

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

Mr. Kali Watson, Chairman  
Hawaiian Homes Commission  
DEPARTMENT OF HAWAIIAN HOME LANDS  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

Attention: Kehaulani Quartero, Land Development Division  
**Notice of Intention to Bid due March 15, 2024**

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-24-HHL-011, R & M of Street Lights and Signs in Various DHHL Subdivisions on Oahu**, for which bids are due at **2:00 p.m., on March 26, 2024.**

_____	_____
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-24-HHL-011.

\_\_\_\_\_

Kehaulani Quartero, Project Manager  
Land Development Division

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

- D A Corporation
- D A Partnership
- D An Individual
- D 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 \_\_\_\_\_

- D A Corporation
- D A Partnership
- D 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 \_\_\_\_\_

D A Corporation  
D A Partnership  
D 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 Earnings in Excess of</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> <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.**

### 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

### 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

### Affidavit for Corporation

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

\_\_\_\_\_ being duly sworn, deposes and says that he is \_\_\_\_\_ of the \_\_\_\_\_, the corporation 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

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

BID OFFER FORM FOR

**R & M OF STREET LIGHTS IN DHHL SUBDIVISIONS ON OAHU**  
Island of Oahu, Hawaii

IFB NO.: IFB-24-HHL-011

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 Request for Quotes (IFB) No. IFB-24-HHL-011 The State of Hawaii's (State) Requisition and Purchase Order Form C-03, 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 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

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

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

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 for IFB No.: IFB-24-HHL-011, R & M OF STREET LIGHTS AND SIGNS IN VARIOUS DHHL SUBDIVISION ON OAHU for the Department of Hawaiian Home Lands.

Item No.	Estimated		Description	Unit Bid Price	Total Bid Price
	Quantity	Units			
1	150	Each	70-Watt, or equivalent, LED street light lamps, in place complete	\$	\$
2	150	Each	100-Watt, or equivalent, LED street light lamps, in place complete	\$	\$
3	150	Each	150-Watt, or equivalent, LED street light lamps, in place complete	\$	\$
4	200	Each	Replace Photocell (material cost + indirect costs + overhead and profit)	\$	\$
5	1	Allowance	Electrical troubleshooting and replacement of damaged poles, arms, and Carmanah Speed Check Solar signs. Also, any emergency response.		\$100,000.00
<b>TOTAL SUM BID</b>					<b>\$</b>

**\*Indefinite Delivery, Indefinite Quantities (IDIQ):** The quantity listed are estimates and are for evaluation and award purposes only. The invoice charge will be based on unit bid price multiplied by actual number of units worked on.

**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 Time of Performance for this work will be 36 calendar months after receiving written Notice to Proceed, with one option to extend for an additional 36-month period.

## METHOD OF AWARD

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

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

It is further understood and agreed that:

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

### **OTHER CONDITIONS**

- 1) 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.
- 2) 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.
- 3) The quantities given herewith are approximate only and are subject to increase or decrease.
- 4) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 5) 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.

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. 3	_____
Addendum No. 2	_____	Addendum No. 4	_____

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

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture or Partnership

\_\_\_\_\_  
License No.

By \_\_\_\_\_  
Signature (\*1)

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

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

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



NOTES:

- \*1. 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.
- \*2. 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 \_\_\_\_\_, 2016, 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 \_\_\_\_\_, 2016.\_\_\_\_\_.

\_\_\_\_\_  
Secretary

**WAGE CERTIFICATE  
FOR SERVICE CONTRACTS  
(See Special Provisions)**

Subject: IFB No.: IFB-24-HHL-011

Title of IFB: R & M OF THE STREET LIGHTS AND SIGNS IN VARIOUS DHHL  
SUBDIVISION ON OAHU

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

END OF BID

STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS LAND DEVELOPMENT DIVISION <b>DAILY PROGRESS REPORT</b>	REPORT NO.:	
	CONTRACT DAY:	
	DATE:	

PROJECT:			Purchase Order No.
Contractor:			
Certified by:			
Weather:		Condition:	

**WORK PERFORMED TODAY** (by General Contractor or Subcontractor)

Work location & description	Number (Workers)	Trade/Labor Classification	Hours

Observed defective work:

Observed corrected work:

Materials and equipment delivered today:

Testing done today:

Questions or problems:

Remarks: