

**REVISED-3**  
**FORM OF BID**

FOR  
FURNISHING LABOR AND MATERIALS  
REQUIRED FOR

**WAIAHOLE VALLEY AGRICULTURAL PARK AND RESIDENTIAL SUBDIVISION  
LOTS LANDSCAPE AND GENERAL MAINTENANCE**

IFB No. 23-002-N90-S

To: Executive Director  
Hawaii Housing Finance and Development Corporation (HHFDC)  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

1. The undersigned Bidder hereby acknowledges visiting or otherwise familiarizing itself with the site of work, being familiar with the conditions under which the work is to be performed and reading the specifications and other solicitation and contract documents relating to the above-referenced project. The undersigned Bidder hereby proposes to furnish all labor, materials, equipment, tools, transportation, permits, incidentals and supplies required to complete the project in full accordance with the contract documents for the following price(s), in the form of a grand total lump sum amount noted below (which includes the Hawaii General Excise Tax of four and seven twelve percent (4.712%)).

**GRAND TOTAL BID (Sum of Base Bid + Extension-Term Bid):**

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_

2. The Bidder shall complete this Form of Bid ("Bid" or "Bid Form") for all the itemized line items in the Base Bid Schedule and Extension-Term Bid Schedule, if applicable. If any or all itemized line items are removed from the executed contract, the contract time and the contract cost will be adjusted accordingly.
3. In submitting this Bid, it is understood that the award of contract will be made to the lowest responsive and responsible bidder for the GRAND TOTAL BID amount, subject to the availability of funds.
4. Failure to complete this Bid in its entirety may cause the Bid to be considered non-responsive and may result in rejection of this Bid.
5. **Contract Term.** The time of completion for the contract shall be approximately two (2) years from the date of commencement indicated in the Notice to Proceed. HHFDC may extend the contract term by no more than two (2) years at the given

unit prices stated in the Extension-Term Bid Schedule submitted with this Bid. Any extension of the Contract time shall be mutually agreed upon in writing in the form of a supplemental agreement executed prior to contract expiration.

6. By submitting this bid, the undersigned also agrees and/or attests to the following:
  - (a) Bidder is registered and/or licensed to do business in the State of Hawaii and will pay such taxes on all sales made to the State of Hawaii.
  - (b) The information provided is accurate to the best of bidder's knowledge and the contracting officer is authorized to contract on behalf of the firm and confirm the stated information.
  - (c) If awarded a contract for this Bid, Bidder shall comply with section 103B-3(a), HRS and ensure that Hawaii residents compose not less than eighty per cent of the workforce employed to perform the contract on a particular construction project, as determined under subsection (b). Prior to an award of a contract, the contractor may withdraw a bid without penalty if the contractor finds that it is unable to comply with this subsection.
  - (d) That the estimated quantities in this Bid are approximate only and are subject to increase or decrease.
  - (e) To complete the work whether the estimated quantities are increased or decreased at the unit prices stated in this Bid.
  - (f) That the estimated quantities in this Bid are only for the purpose of comparing bids offered for the work on a uniform basis, and that the undersigned is satisfied with and will at no time dispute the estimated quantities as a means of comparing the bids.
  - (g) To make no claim for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the material and equipment actually installed and the estimated quantities.
  - (h) That if the UNIT PRICE multiplied by the estimated quantity does not equal the total price of any item in this Bid, the correct total price of the item shall be the amount arrived at by multiplying the UNIT PRICE by the estimated quantity.
  - (i) That for UNIT PRICE items, payment will be made only for the actual number of units completed at the UNIT PRICE.

- (j) That the UNIT PRICE for each item in this Bid includes the cost of all materials, equipment, labor and all other incidental work required for the completion of the work.
- (k) That the basis of comparison will be the Grand Total Bid.
- (l) That all bids submitted include the State of Hawaii general excise tax of **4.712%**.
- (m) That allowance work will be paid for on a cost-plus fifteen percent (15%) for overhead and profit, for work done by the Contractor's own forces, and cost-plus seven percent (7%) for overhead and profit, for work done by the Contractor's subcontractor. Furthermore, the HHFDC may require the Contractor to submit invoices, receipts and/or other information as needed.
- (n) Bidder agrees to pay liquidated damages and has completed, signed and submitted with this Bid the Acknowledgment of Liquidated Damages Form.
- (o) Bidder declares that its firm was not assisted or represented by an individual who has, in a State capacity, been involved in this project or this proposed contract in the past two consecutive years.
- (p) That HHFDC reserves the right, in its sole discretion, to reject any or all bids.
- (q) That this Bid may not be withdrawn within 60 calendar days subsequent to the opening of bids or any extension of time as may be requested by the Director.
- (r) That upon acceptance of this Bid, the undersigned will enter into, execute and deliver a contract in the prescribed form by HHFDC, and current state and federal tax clearances within ten (10) days after the Contract is presented to the undersigned for signature or within such further time as the Director may allow.
- (s) That by submitting this proposal, the undersigned is declaring that if awarded a contract, the undersigned will comply with Section 11-355, HRS, which prohibits campaign contributions from State and County government contractors during the term of their contract, where the contractor is paid with funds appropriated by a legislative body.

7. The following documents shall be submitted with this Bid Form:

- (a) **Form of Non-Default Affidavit**, attesting that the undersigned is not in default of any contract with the State of Hawaii.

- (b) **Form of Non-Collusive Affidavit**, attesting that the undersigned has not entered into any collusion with any other person with respect to the submission of this Bid or any other bid for the work.
- (c) **Form of Non-Gratuity Affidavit**, attesting that the undersigned has not given or made any agreement to give any gift or gratuity in any form whatsoever to any employee of HHFDC, the employee's relatives or agents.
- (d) **Certification for Safety and Health Programs for Offers in excess of \$100,000**, certifying that the undersigned will have a written safety and health plan for this project.
- (e) **Statement of Bidder's Contractor Experience.**
- (f) A valid and current **Hawaii Compliance Express (HCE) Certificate** of Vendor Compliance or ALL of the following items below:
  - Current tax clearances from the Director of the Department of Taxation and the Internal Revenue Services.
  - Certificate of Good Standing from the Department of Commerce and Consumer Affairs.
  - Certificate of Compliance from the Department of Labor and Industrial Relations.
- (g) A copy of **Bidder's General or Specialty Contractor License(s).**

8. **Apprenticeship Agreement Preference.** By submission of this Bid, the Bidder certifies that it has indicated all apprenticeable trades it will employ for this project (excluding subcontractors) by listing all the applicable trades below:

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Bidder **must** submit a complete, valid Form1 for each apprenticeable trade indicated above to 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 bid amount by five (5) percent for evaluation purposes.

9. If this solicitation is being conducted on HlePRO, bidder agrees that awards made for this solicitation, if any, shall be done through the HlePRO system and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC (HIC), the vendor administering HlePRO. As such, while award of the Bid will be made to the lowest responsive, responsible bidder based on the Grand Total Bid amount, the initial award amount posted in HlePRO will be for the initial term of the contract only and may therefore be less than the Grand Total Bid. If the contract is extended, then the award amount in HlePRO will be increased by the total of the Extension-Term Bid amount at the time of the extension.

HIC shall invoice the vendor directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

10. Receipt of the following addenda (if any) issued by the HHFDC is acknowledged by the date(s) of receipt indicated below:

|                      |                      |
|----------------------|----------------------|
| 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 Bidder from any obligation of this Bid.

OFFICIAL ADDRESS

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

BIDDER:

\_\_\_\_\_  
 Company  
 \_\_\_\_\_  
 Authorized signature

\_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Failure to submit this form with the bid may be cause for rejection of the bid.**

**REVISED BASE BID SCHEDULE**

The prices listed in this Base Bid Schedule shall apply to the initial 2-year term of the contract.

| Item No. | Estimated Quantity | Description   | Unit Price | Total    |
|----------|--------------------|---|------------|----------|
| 1.       | 1                  | Initial Cutting, Removal and Disposal within 30 days of Notice to Proceed. Initial cutting and removal of tall weeds, brush, trees, vegetation, and trash for Lots 25, 30, 32, 33, 59, 77, 102, 103, 108, 131, and State Well Site.<br><p style="text-align: right;">Lump Sum</p>   | \$ _____   | \$ _____ |
| 2.       | 24                 | <b>Monthly.</b> Waiahole Valley Road (including North Branch and South Branch) and Waiahole Homestead Road, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br><p style="text-align: right;">Each Month</p> | \$ _____   | \$ _____ |
| 3.       | 24                 | <b>Monthly.</b> Lot 131 TMK (1) 4-8-7:6, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br><p style="text-align: right;">Each Month</p>  | \$ _____   | \$ _____ |
| 4.       | 12                 | <b>Bimonthly.</b> Lots 102 and 103 TMK (1) 4-8-11:46 and 4-8-11:47, inclusive of clearing/removal of vegetation, branches, and trees up to ten (10) feet high.<br><p style="text-align: right;">Each Bimonthly</p>  | \$ _____   | \$ _____ |
| 5.       | 24                 | <b>Monthly.</b> Lot 25 TMK (1) 4-8-9:21, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br><p style="text-align: right;">Each Month</p>  | \$ _____   | \$ _____ |
| 6.       | 24                 | <b>Monthly.</b> Lot 30 TMK (1) 4-8-9:26, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br><p style="text-align: right;">Each Month</p>  | \$ _____   | \$ _____ |

|     |    |  |          |          |
|-----|----|--|----------|----------|
| 7.  | 24 | <b>Monthly.</b> Lots 32 and 33 TMK (1) 4-8-9:28 and 4-8-10:2, inclusive of grass cutting and clearing/removal of vegetation, clear, and remove debris, and inspection, once per month.<br>Each Month   | \$ _____ | \$ _____ |
| 8.  | 24 | <b>Monthly.</b> Lot 33 TMK (1) 4-8-10:2, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month   | \$ _____ | \$ _____ |
| 9.  | 24 | <b>Monthly.</b> Lot 59 TMK (1) 4-8-12:37, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month  | \$ _____ | \$ _____ |
| 10. | 24 | <b>Monthly.</b> Lot 77 Water Tank TMK (1) 4-8-12:44, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month   | \$ _____ | \$ _____ |
| 11. | 24 | <b>Monthly.</b> Lot 108 Waiahole Stream TMK (1) 4-8-8:18, inclusive of grass cutting and clearing/removal of vegetation, clearing all drain inlet/outlet grates and riprap, clear and remove debris, and inspection, once per month.<br>Each Month                           | \$ _____ | \$ _____ |
| 12. | 24 | <b>Monthly.</b> State Well Site TMK (1) 4-8-13, inclusive of grass cutting and clearing/removal of vegetation, tree trimming, clear and remove debris, and inspection, once per month.<br>Each Month   | \$ _____ | \$ _____ |
| 13. | 4  | <b>Biyearly.</b> Drain(s) and drainage channel(s) cleaning, inclusive of removal of vegetation, rocks, leaves, tree branches, grass, mud, rubbish, etc. from around drains, drain inlets, drain outlets, catchments, grating panels, and drainage channels.<br>Each Biyearly | \$ _____ | \$ _____ |



|     |   |  |          |              |
|-----|---|--|----------|--------------|
| 14. | 4 | Removal and disposal of abandoned vehicles, inclusive of towing.<br>Each   | \$ _____ | \$ _____     |
| 15. | 1 | <b>Contingency Allowance.</b> General Requirements Section 1.02B, 1.02E, 1.02F and 1.05 for unforeseen or emergency work in the interest of public safety. Tree trimming, inclusive of branches encroaching into lots or driveways, cut away up to 10-15 feet high. Tree removal, inclusive of cutting up and chipping tree trunks.<br>Allowance |          | \$125,000.00 |

Total Sum, Items 1 through 15  
Inclusive for **BASE BID** \$ \_\_\_\_\_

**BASE BID** (Item No. 1 through Item 15 of the Base Bid) (which includes the State of Hawaii General Excise Tax of four and seven twelve percent (4.712%)):

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

The initial contract term shall be for two (2) years from the date indicated in the Notice to Proceed.

**REVISED EXTENSION-TERM BID SCHEDULE**

The prices listed in this Extension-Term Bid Schedule shall apply to the one (1) additional 2-year extension term available, pursuant to the Contract Term provisions set forth in this IFB and the contract.

| Item No. | Estimated Quantity | Description   | Unit Price | Total    |
|----------|--------------------|---|------------|----------|
| 16.      | 24                 | <b>Monthly.</b> Waiahole Valley Road (including North Branch and South Branch) and Waiahole Homestead Road, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month | \$ _____   | \$ _____ |
| 17.      | 24                 | <b>Monthly.</b> Lot 131 TMK (1) 4-8-7:6, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month  | \$ _____   | \$ _____ |
| 18.      | 12                 | <b>Bimonthly.</b> Lots 102 and 103 TMK (1) 4-8-11:46 and 4-8-11:47, inclusive of clearing/removal of vegetation, branches, and trees up to ten (10) feet high.<br>Each Bimonthly  | \$ _____   | \$ _____ |
| 19.      | 24                 | <b>Monthly.</b> Lot 25 TMK (1) 4-8-9:21, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month  | \$ _____   | \$ _____ |
| 20.      | 24                 | <b>Monthly.</b> Lot 30 TMK (1) 4-8-9:26, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month  | \$ _____   | \$ _____ |
| 21.      | 24                 | <b>Monthly.</b> Lots 32 and 33 TMK (1) 4-8-9:28 and 4-8-10:2, inclusive of grass cutting and clearing/removal of vegetation, clear, and remove debris, and inspection, once per month.<br>Each Month  | \$ _____   | \$ _____ |

|     |    |  |          |          |
|-----|----|--|----------|----------|
| 22. | 24 | <b>Monthly.</b> Lot 33 TMK (1) 4-8-10:2, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month   | \$ _____ | \$ _____ |
| 23. | 24 | <b>Monthly.</b> Lot 59 TMK (1) 4-8-12:37, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month  | \$ _____ | \$ _____ |
| 24. | 24 | <b>Monthly.</b> Lot 77 Water Tank TMK (1) 4-8-12:44, inclusive of grass cutting and clearing/removal of vegetation, clear and remove debris, and inspection, once per month.<br>Each Month   | \$ _____ | \$ _____ |
| 25. | 24 | <b>Monthly.</b> Lot 108 Waiahole Stream TMK (1) 4-8-8:18, inclusive of grass cutting and clearing/removal of vegetation, clearing all drain inlet/outlet grates and riprap, clear and remove debris, and inspection, once per month.<br>Each Month                           | \$ _____ | \$ _____ |
| 26. | 24 | <b>Monthly.</b> State Well Site TMK (1) 4-8-13, inclusive of grass cutting and clearing/removal of vegetation, tree trimming, clear and remove debris, and inspection, once per month.<br>Each Month   | \$ _____ | \$ _____ |
| 27. | 4  | <b>Biyearly.</b> Drain(s) and drainage channel(s) cleaning, inclusive of removal of vegetation, rocks, leaves, tree branches, grass, mud, rubbish, etc. from around drains, drain inlets, drain outlets, catchments, grating panels, and drainage channels.<br>Each Biyearly | \$ _____ | \$ _____ |
| 28. | 4  | Removal and disposal of abandoned vehicles, inclusive of towing.<br>Each   | \$ _____ | \$ _____ |

|     |   |  |  |              |
|-----|---|--|--|--------------|
| 29. | 1 | <b>Contingency Allowance.</b> General Requirements Section 1.02B, 1.02E, 1.02F and 1.05 for unforeseen or emergency work in the interest of public safety. Tree trimming, inclusive of branches encroaching into lots or driveways, cut away up to 10-15 feet high. Tree removal, inclusive of cutting up and chipping tree trunks.<br><div style="text-align: right;">Allowance</div> |  | \$125,000.00 |
|-----|---|--|--|--------------|

Total Sum, Items 16 through 29  
Inclusive for **EXTENSION-TERM BID**                      \$ \_\_\_\_\_

**EXTENSION-TERM BID** (Item No. 16 through Item 29 of the Base Bid)  
(which includes the State of Hawaii General Excise Tax of four and seven  
twelve percent (4.712%)):

\_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

The extended contract term shall be for an additional **two (2) years**.

ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

Project: Waiahole Valley Agricultural Park and Residential Lots Subdivision  
Landscape and General Maintenance, Kaneohe, Hawaii  
IFB/Job No. 23-002-N90-S

This is to certify that the undersigned understands and agrees to the provisions for liquidated damages contained in the bid to which this acknowledgement is attached, and that submittal of a bid constitutes acceptance of the provision and amount of liquidated damages for delay that shall assessed at \$150.00 per calendar day.

By: \_\_\_\_\_

Firm: \_\_\_\_\_

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

**Failure to submit this form with the bid may be cause for rejection of the bid.**

WAGE CERTIFICATE

Project: Waiahole Valley Agricultural Park and Residential Lots Subdivision  
Landscape and General Maintenance  
IFB No. 23-002-N90-S

This Project will result in a construction contract in excess of \$2,000 and is therefore subject to Chapter 104, Hawai'i Revised Statutes (HRS). In accordance with HRS 103-55.5, by signing below, the undersigned affirms that the Offeror intends to comply with the requirements of Chapter 104, HRS and certifies that:

- (1) Individuals engaged in the performance of the contract on the job site shall be paid:
  - (A) Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
  - (B) Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day; and
  
- (2) All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

The published Hourly Wage Rate Schedule may be obtained from the Department of Labor and Industrial Relations web site:

<https://labor.hawaii.gov/wsd/prevailing-wages-wage-rate-schedule/>

Weekly certified payroll and labor standards documents shall be submitted to HHFDC.

By: \_\_\_\_\_  
Signature

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

Offeror: \_\_\_\_\_

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

**REVISED**

**LISTING OF JOINT CONTRACTORS AND SUBCONTRACTORS**

**The following shall be attached to and be considered a part of the bid:**

The bidder certifies that the following is a complete listing of all joint contractors or subcontractors covered under Hawaii Revised Statutes, Chapter 444, who will be engaged by the bidder on this Project to perform the nature and scope of work indicated pursuant to Hawaii Revised Statutes, section 103-29 and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The bidder further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this Project and that all other work necessary shall be performed by the bidder with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all the work shall be performed by the bidder with his own employees.

All bidders must be sure that they possess and that the subcontractors listed in the proposal possess all the necessary specialty licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all specialty licenses required to perform the work are set forth in his bid.

The following is a list of the contractor licenses that HHFDC anticipates is required to complete this Project. PLEASE NOTE that this list is not exclusive and additional licenses may be required. It is the sole responsibility of the contractor to review the requirements of the job to determine the appropriate licenses that are required to complete the job.

C-27 Landscaping Contractor  
C-27b Tree Trimming and Removal Contractor

(Complete Firm Name and Contractor's License No. and indicate whether Joint Contractor or Subcontractor)

| Name of Joint Contractor or Subcontractor | <b>Nature and Scope of Work</b> | License Number and Specialty Classification Number |
|---|---------------------------------|--|
|   |                                 |  |
|   |                                 |  |
|   |                                 |  |

**Failure to submit this form with the bid may be cause for rejection of the bid.**

**BIDDER INFORMATION**

Bidder must provide the following information:

1. Name of Bidder \_\_\_\_\_  
(company)

Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_

2. Bidder acknowledges that it is a (check one):

Hawaii Business

Compliant Non-Hawaii Business

3. Liability coverage is carried by:

Commercial General Liability: \_\_\_\_\_

\_\_\_\_\_

4. General/Specialty Contractor License: \_\_\_\_\_

5. Listed below are the names and addresses of three references for whom the bidder has provided or is currently providing maintenance services similar to the services to be provided herein:

|     | <u>Agency or Firm</u> | <u>Address</u> | <u>Contact Person</u> |
|-----|-----------------------|----------------|-----------------------|
| (1) | _____                 | _____          | _____                 |
| (2) | _____                 | _____          | _____                 |
| (3) | _____                 | _____          | _____                 |

**Failure to submit this form with the bid may be cause for rejection of the bid.**