



STATE OF HAWAI'I
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway,
Kapolei, HI. 96707

SECTION 2

CONTRACTOR'S BID SUBMITTAL

for

**CHAIN LINK FENCING AND GATES
INSTALLATION**

**SOUTH KOHALA DISTRIBUTION ROAD
PROPERTY**

KAMUELA, HAWAI'I

T.M.K. (3) 6-6-001:077 (p)
IFB No.: IFB-27-HHL-004

September 2026



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
Invitation for Bid No.: Project Name:		IFB-27-HHL-004 CHAIN LINK FENCING AND GATES INSTALLATION AT SOUTH KOHALA DISTRIBUTION ROAD PROPERTY
<u>September 23, 2026</u>		<u>Pre-Bid Conference</u> Pre-bid Conference will be held at 9:30 am, H.S.T., on South Kohala Distribution Road.
<u>September 25, 2026</u> <u>September 30, 2026</u>	<u>No</u>	<u>Written Questions (if any)</u> Due on HlePRO not later than 2:00 pm, H.S.T. <u>Responses to Questions</u> DHHL will post responses to the questions no later than 4:00 pm, H.S.T.

<u>September 28, 2026</u>	<u>Yes</u>	<u>Written Notice of Intention to Bid</u> Due on HlePRO not later than 2:00 pm, H.S.T.* The Bid Offer Form must be uploaded and included as an attachment with your bid on HlePRO. Failure to send your Notice of Intention to Bid will be grounds for rejection of your bid.
<u>October 9, 2026</u>	<u>Yes</u>	<u>Bid Offer Due (no later than)</u> Due on HlePRO not later than 2:00 pm, H.S.T.* The Bid Offer Form must be uploaded and included as an attachment with your bid on HlePRO. Failure to attach the Bid Offer Form with your bid on HlePRO may be grounds for rejection of your bid.

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. QUALIFICATION FOR OFFERORS

1. Upon request, prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-021 (hereinafter "Questionnaire") and in the OFFEROR'S STATEMENT OF QUALIFICATIONS (SOQ), 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 and SOQ shall be submitted to the location on or prior to the date and time set forth in the Notice to Bidders. The Questionnaire and SOQ will be time stamped when received by DHHL. The time designated by the time stamping device in DHHL shall be official. If the Questionnaire and SOQ are 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 and SOQ proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the Questionnaire and SOQ shall be kept confidential. The Questionnaire and SOQ will be returned to the Bidder after it has served its purpose. Prior Questionnaires or SOQ submitted in response to other Notice to Bidders are not acceptable.
2. If upon review of the Questionnaire and SOQ, 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 and SOQ upon request by the designated deadline will be cause for DHHL to disqualify a prospective Bidder.

C. 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 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. 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 members 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.

D. 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.

E. 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 Addendum issued. Upon issuance of Addenda by DHHL on the HIEPRO website, all Bidders shall be deemed to be on notice of the information therein whether the Addendum is actually received. Bidders are responsible for checking the HIEPRO 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.

F. SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

1. Brand names of materials or equipment are specified or shown on the drawings to indicate 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 Management 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.

G. DELIVERY OF PROPOSALS

The entire proposal shall be uploaded and submitted through HlePRO 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 HlePRO system shall be official.

H. WITHDRAWAL OR REVISION OF PROPOSAL

Proposal may be modified prior to the deadline to submit through the HlePRO system.

I. PUBLIC OPENING OF PROPOSALS

Offers made on HlePRO will be made public at the time indicated in the Notice to Bidders, and results shared through the HlePRO system. There will be no physical bid opening.

J. 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 II.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, SOQ, 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.

K. 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.

L. 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 II.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 workforce. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to 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 correct the mistake. In case of errors 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 III.C.1.(a) and III.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 is awarded, will be made within thirty (30) 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 in 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 thirty (30) days noted in Subsection III.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 cases, 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 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. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance bond and Payment Bond shall be required for contracts of \$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 their 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 for 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 III., I, FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

G. 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 are 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.

H. 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.

I. PRE-CONSTRUCTION CONFERENCE

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

IFB Checklist for Bidders
IFB-27- HHL-004
CHAIN LINK FENCING AND GATES INSTALLATION
SOUTH KOHALA DISTRIBUTION ROAD PROPERTY

Items required prior to Bid Opening:

- Notice of Intention to Bid, no later than 2:00 pm, H.S.T., September 28, 2026.

Items required with Sealed Bid:

- 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.
- A surety bid bond will be required for this Invitation for Bids.
- Bid Security: A valid Bid Bond must be photocopied and uploaded as an attachment to the offer on HlePRO. Upon offer due date the four lowest bidders shall send in their original valid Bid Bond. The retained bid securities will be returned within five (5) working days following the complete execution of the contract.

(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

DEPARTMENT OF HAWAIIAN HOME LANDS

**CHAIN LINK FENCING AND GATES
INSTALLATION
SOUTH KOHALA DISTRIBUTION ROAD
PROPERTY**

Kamuela, HI 96743

IFB NO.: IFB-27-HHL-004

HIePRO BID

Submitted by: _____

Address: _____

Date: _____

Bid Package Cover

**STATE OF HAWAI‘I
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

**CHAIN LINK FENCING AND GATES
INSTALLATION
SOUTH KOHALA DISTRIBUTION ROAD
PROPERTY**

KAMUELA, ISLAND OF HAWAI‘I, HAWAI‘I

**TAX MAP KEY
(3) 6-6-001:077**

IFB No.: IFB-27-HHL-004

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawai‘i 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Notice to Bidders, Instructions for Bid Submittal, Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-27-HHL-004. The State of Hawai‘i’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-27-HHL-004 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 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 as a whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawai‘i 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 **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i; **OR**
☐ A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, is or shall be registered at the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawai'i.

State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other: _____

Federal ID No.: _____

Hawai'i 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-27-HHL-004 to the Department of Hawaiian Home Lands.

<u>CHAIN LINK FENCING AND GATES INSTALLTION – SOUTH KOHALA DISTRIBUTION ROAD PROPERTY</u>							
<u>IFB-27-HHL-004</u>							
<u>BID PROPOSAL</u>							
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT		UNIT PRICE		TOTAL
1	Fence A: Install 6-foot chain link fencing, as called for in the Department of Public Works Standard Detail R-19, 6' Chain Link Fence, in place complete.	530	Linear Feet	\$		\$	
2	Fence B: Install 6-foot chain link fencing, as called for in the Department of Public Works Standard Detail R-19, 6' Chain Link Fence, in place complete.	620	Linear Feet	\$		\$	
3	Fence C: Install 6-foot chain link fencing, as called for in the Department of Public Works Standard Detail R-19, 6' Chain Link Fence, in place complete.	170	Linear Feet	\$		\$	
4	Walk gates: Install 6-foot chain link fencing walk gates, as called for in the Department of Public Works Standard Detail R-20, in place complete.	5	Each	\$		\$	
5	Double swing gate: Install 6-foot chain link fencing double swing gate, 15' wide, as called for in the Department of Public Works Standard Detail R-21A, Typical Double Swing Gate, in place complete.	1	Each	\$		\$	
6	Burial Lot 1: Install 6-foot chain link fencing, as called for in the Department of Public Works Standard Detail R-19, 6' Chain Link Fence, in place complete.	560 (approximate)	Linear Feet	\$		\$	

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT		UNIT PRICE		TOTAL
7	Burial Lot 2: Install 6-foot chain link fencing, as called for in the Department of Public Works Standard Detail R-19, 6' Chain Link Fence, in place complete.	1160 (approximate)	Linear Feet	\$		\$	
8	Burial Lot 3: Install 6-foot chain link fencing, as called for in the Department of Public Works Standard Detail R-19, 6' Chain Link Fence, in place complete.	650 (approximate)	Linear Feet	\$		\$	
9	Allowance	1	Allowance*	\$	15,000	\$	15,000
* The unused portions of Allowance items shall remain with DHHL upon completion of the project. The Contractor shall not make a claim in the event DHHL chooses to delete any Allowance items from the Contract.							
					TOTAL	\$	

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

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive or exclusive of general excise tax to install or to construct these items in place completely 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 Sixty (60) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawai‘i Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, HRS, 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 of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor’s Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawai‘i Tax ID Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)

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 twenty percent (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 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 for 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.
- 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 State 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 State 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:

☐ Surety Bond (*1)	☐ Official Check (*3)
☐ Legal Tender (*2)	☐ Share Certificate (*3)
☐ Cashier's Check (*3)	☐ Teller's Check (*3)
☐ Certificate of Deposit (*3)	☐ Treasurer's Check (*3)
☐ 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 Hawai'i 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 _____, Hawai'i, 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 Hawai'i 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