STATE OF HAWAI‘I

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

BID SUBMITTALS

FOR

FURNISHING LABOR AND MATERIALS FOR

Honokoa Gulch Brush Clearing and Ungulate Fencing Installation

Kawaihae, South Kohala, Island of Hawai‘i

T.M.K. (3) 6-1-001:003 (p)

IFB No.: IFB-27-HHL-006

November 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) by the required due date and time, and in the form prescribed by the DHHL.

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

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

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

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

I. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

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

B. NOTICE OF INTENTION TO BID

1. In accordance with Section 103D-310, Hawaii Revised Statutes (HRS), and Section 3-122-111, Hawaii Administrative Rules (HAR), a written Notice of Intention to Bid, (hereinafter "Notice") must be submitted to the project manager responsible for this procurement on behalf of the DHHL. The Notice shall be e-mailed to ashley.n.tabalno@hawaii.gov.

2. The written Notice must be received by the DHHL no later than the date and time specified in the Notice to Bidders. 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 the Department assumes no responsibility for failure of timely delivery. The 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, and the rules and regulations of the

Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must be registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 HRS.

5. No persons, firm or corporation may bid where (1) the person, firm, or corporation, 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 be prepared to 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, supplemented with adequate proof of the availability of such equipment. The apparent low bidder shall submit Questionnaire within 3 working days of bid opening. If the apparent low bidder is found to be not responsive or responsible, the next apparent low bidder shall submit Questionnaire within 3 working days of being notified to submit Questionnaire. All information contained in the answers to the Questionnaire shall be kept confidential. The Questionnaire will be returned to the Bidder after it has served its purpose. Prior Questionnaires submitted for other Notice to Bidders are not acceptable.

2. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the HOPA shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the Bidder.

3. Failure to complete and submit the Questionnaire by the designated deadline will be sufficient cause for DHHL to disqualify a 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. 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.

6. 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.

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

8. Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor and their respective contractor's license number. Each bidder shall indicate the nature and scope of work to be performed by such joint contractor and/or subcontractor. A joint contractor or subcontractor performing less than or equal to one percent (1%) of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.

9. 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 the 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.

10. By submitting an offer/bid on the Proposal, a Bidder accepts the language therein as its own.

E. BID SECURITY

1. Subject to the exceptions in Section 3-122-223(d) HAR, all lump sum bids of fifty thousand dollars ($50,000) and higher, or lump sum base bids including alternates of fifty thousand dollars ($50,000) and higher, that are not accompanied by bid security are considered non-responsive. In conformance with Section 3-122-222(a) HAR, bid security shall be considered present with one of the following instruments:

   a. Surety bid bond underwritten by a company licensed to issue bonds in this State; or

   b. Legal Tender; or

   c. Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Company or personal checks are not considered "official checks" and will not be accepted.

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

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

      (c) CAUTION - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face

Instructions for Bid Submittal

value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the DHHL.

2. Unless otherwise stated, the bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including all additive alternates or in an amount required by the terms of the federal funding, where applicable.

3. If the Bidder is a corporation, evidence in the form of a corporate resolution, authorizing the corporate representative to execute the bond must be submitted with the proposal. (See sample in Appendix.) If the Bidder is a partnership, all partners must sign the bond or evidence in the form of a partnership agreement must be submitted showing the authority of the partner.

4. If the Bidder is a joint-venture, all parties to the joint-venture must sign the bond; provided, that one party to the joint-venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.

5. In the case where the award will be made on a group or item basis, the amount of bid security shall be based on the total bid for all groups or items submitted.

6. Bidders are cautioned that surety bid bonds which place a limit in value to the difference between the bid amount and the next acceptable bid, such value not to exceed the purported amount of the bond, are not acceptable. Surety bid bonds which place a time limit on the right of the State to make claim other than allowed by statutes or the GENERAL CONDITIONS are not acceptable. Bidders are notified that a surety bid bond containing such limitation(s) is not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

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

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

G. ADDENDA AND BID CLARIFICATIONS

1. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued Addendum.

2. DHHL may alter, increase or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.

3. If a Bidder discovers what it considers to be a discrepancy, ambiguity, omission or doubt as to the meaning of drawings, specifications and any other bid or contract documents, the Bidder shall request in writing an interpretation from the HOPA.

4. If DHHL agrees that a discrepancy, ambiguity, omission or doubt exists, it shall issue a written addendum to the bid documents on the HIePRO website no later than eight (8) days before the bids are opened. DHHL may extend the bid opening to allow at least eight (8) days from the notification date of the last issued Addendum. Upon issuance of Addenda by DHHL on the HIePRO website, all Bidders shall be deemed to be on notice of the information therein whether or not the Addendum is actually received. Bidders are responsible 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.

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 quality, style, appearance, or performance and do not serve to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Land Management Division Project Manager. The subject of the request must be clearly marked "SUBSTITUTION REQUEST". The request may be submitted by e-mail to the DHHL Project Manager. 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. The time indicated in the date and time field of the e-mail as received by the Department shall be official.

2. Submit written requests, 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 the DHHL.

4. Any substitution request not in compliance with the above requirements will be denied. Substitution requests sent to other agencies and received by the Land Management Division Project Manager after the deadline above will also be denied.

5. An addendum shall be issued to inform all prospective Bidders of any accepted substitution.

I. DELIVERY OF PROPOSALS.

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

J. WITHDRAWAL OR REVISION OF PROPOSAL.

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

K. PUBLIC OPENING OF PROPOSALS.

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

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

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

2. Evidence of collusion among Bidders;

3. Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation;

4. Being in arrears on existing contracts with the State of Hawai‘i, or having defaulted on a previous contract with the State of Hawai‘i;

5. Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Qualification Questionnaire and Financial Statement for Bidders;

6. No contractor’s license or a contractor’s license which does not cover type of work contemplated;

7. More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name;

8. Delivery of bids after the deadline specified in the advertisement calling for bids;

9. Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms; and/or

10. Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, HRS.

M. PROTESTS

1. Protests shall be governed by Section 103D-701, HRS, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, HAR.

2. The Chairman is 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.

II. AWARD AND EXECUTION OF CONTRACT

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

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

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

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

Until the award of the contract, the 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 the DHHL.

B. IRREGULAR PROPOSALS.

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

1. If the proposal is unsigned.

2. If bid security is not in accordance with Section I.E. BID SECURITY.

3. If proposal is on a form other than that furnished by DHHL; if the form is altered; or any part of the form is detached.

4. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.

5. If the Bidder adds any provisions reserving the right to accept or reject an award.

6. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.

7. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.

8. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to 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, HOPA shall so 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 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 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 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 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.

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. SUBMITTAL OF BID SECURITY.

Bid securities shall be scanned and uploaded with offer to HIePRO.

G. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

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

      (2) If the required security or bond amount totals over one hundred thousand dollars ($100,000), more than one instrument not

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

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

H. EXECUTION OF THE CONTRACT

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

2. On any individual award totaling less than fifty thousand dollars ($50,000), 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 the DHHL. The issuance of a Purchase Order shall not be deemed a waiver of the General Conditions and Contract Document requirements.

I. FAILURE TO EXECUTE THE CONTRACT

1. Before the Award. If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, DHHL shall be entitled to retain as damages the amount established as bid security and may take all appropriate actions to recover the damages sum from the property or third-party obligations deposited as bid security.

2. After the Award. If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the HOPA may allow, DHHL shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. DHHL may apply all or part of the amount of the bid security to reduce its damages. If upon determination by DHHL that the bid security exceeds the amount of its damages, it shall release or return the excess to the Bidder who provided same.

3. HOPA's Options. Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Chairman may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the HOPA may deem to be in the best interests of DHHL.

J. PRE-CONSTRUCTION CONFERENCE

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

IFB Checklist for Bidders
IFB-27- HHL-006
Honokoa Gulch Brush Clearing and Ungulate Fencing Installation

Items required prior to Bid Opening:

☐ Notice of Intention to Bid, no later than 2:00 p.m., November 20, 2026.

Items required with Sealed Bid:

☐ Bid Offer Form (included with this IFB), uploaded to HIePRO by 2:00 p.m., December 10, 2026.

The total sum bid amount must be typed or clearly written in both numbers and words in the appropriate space on the Bid Offer Form. Illegible writing on any portion of the Bid Offer Form, except for the signee's signature, may be grounds for considering a Bid "non-responsive".

☐ Corporate Resolution (Indicating who is authorized to sign bid documents and contracts), Or other authorizations required for partnerships, joint ventures, and Limited Liability Corporations.

☐ Bid Security (Surety companies executing bonds must appear on the U.S. Department of the Treasury's Listing of Certified Companies:
https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

☐ Form 1 – Certification of Bidder's Participation in Approved Apprenticeship Program Under Act 17 (Apprenticeship Agreement Preference, if any).

NOTICE OF INTENTION TO BID

Date:_____

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

Attention: Ashley Tabalno, Land Management Division
Notice of Intention to Bid due 2:00 pm, November 20, 2026

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-27-HHL-006, Honokoa Gulch Brush Clearing and Ungulate Fencing Installation, Kawaihae, South Kohala, Hawai'i County, State of Hawai'i, for which bids are due at **2:00 p.m.,** on **December 10, 2026.**

_____ Name of Firm

_____ Address

_____ City, State and Zip Code

_____ Contractor's License No.

_____ Hawaii General Excise Tax No.

_____ 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-27-HHL-006.

_____
Ashley Tabalno, Project Manager
Land Management 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 _____ 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. 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? _____

_____
_____
_____
_____
_____
_____

13. What is the [construction] experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Work Experience	Magnitude and Type of Work	In What Capacity?

EQUIPMENT QUESTIONNAIRE

Submitted by _____ ☐ A Corporation
☐ A Partnership
☐ An Individual

Principal Office _____

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

1. In what manner have you inspected this proposed work? Explain in detail. _____

2. Explain your plan or layout for performing the proposed work. _____

3. The work, if awarded to you, will have the personal supervision of whom?

4. Do you intend to do the hauling on the proposed work with your own force? _____ If so, give amount and type of equipment to be used. _____

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL STATEMENT

Submitted by _____ ☐ A Corporation
☐ A Partnership
☐ An Individual

Principal Office _____

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

BALANCE SHEET

As of _____, 20_____

Assets

Current assets:	
Cash and cash equivalents (1)	$ _____
Short-term investments (2)	_____
Accounts receivable, net (3)	_____
Inventories (4)	_____
Costs and estimated earnings in excess of billings on uncompleted contracts (5)	_____
Prepaid expenses and other (6)	_____
Sub-Total Current Assets	_____
Property and equipment:	
Land (7)	_____
Buildings (8)	_____
Vehicles, machinery and equipment (9)	_____
Furniture and fixtures (10)	_____
Less accumulated depreciation	(_____)
Sub-Total Net Property and Equipment	_____
Other assets:	
Cash surrender value of life insurance policies (11)	_____
Deposits and other (12)	_____
Sub-Total Other Assets	_____
Total Assets:	$ _____

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:	
Current portion of long-term debt (1)	$ _____
Accounts payable (2)	_____
Billings in excess of costs and estimated earnings on uncompleted contracts (3)	_____
Accrued liabilities and other (4)	_____
Sub-Total Current Liabilities	_____
Long-term debt, net of current portion (5)	_____
Sub-Total Liabilities & Long-term Debt:	$ _____
Stockholder's equity:	
Capital stock (6)	_____
Additional paid-in capital (7)	_____
Retained earnings	_____
Treasury stock (8)	(_____)
Sub-Total Stockholder's Equity	$ _____
Total Liabilities and Stockholder's Equity	$ _____

DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

Financial Institution	Type of Account	Amount
		$
		$

(2) Short-term investments:

Type of Security	Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
	$	$	$	$
	$	$	$	$

(3) Accounts receivable (list major debtors):

Completed contracts

Name	Description	Completion Date	Contract Amount	Amount Receivable
		$	$	$
		$	$	$

Other than completed contracts

Name	Description	Due Date	Amount Receivable
Less allowance for doubtful accounts			( )
			$

(4) Inventories

Description	Cost	Market Value	Lower of Cost or Market Value
	$	$	$
	$	$	$

DETAILS RELATIVE TO ASSETS (Continued)

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

Name	Description	Completion Date	Contract Amount	Costs and Estimated Earnings to Date	Billings to Date	Costs and Estimated Earnings in Excess of Billings
			$	$	$	$
			$	$	$	$

(6) Prepaid expenses and other

Description	Amount
	$
	$

(7) Land

Description	Location	Amount
		$
		$

(8) Buildings

Description	Location	Amount
		$
		$

(9) Vehicles, machinery and equipment

Description	Amount
	$
	$

(10) Furniture and fixtures

Description	Amount
	$
	$

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of life insurance policies

Key Employee	Insurance Company	Policy Amount	Paid-Up Additional Insurance	CSV Amount
		$	$	$
Less loans payable				( )
		$	$	$

(12) Deposits and other

Description	Amount
	$
	$

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

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

Lender	Description	Security Pledged	Due Date	Amount
				$
				$

(2) Accounts payable (list major creditors)

Name	Past Due Amount	Amount
	$	$
	$	$

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

Name	Description	Completion Date	Contract Amount	Costs and Estimated Earnings to Date	Billings to Date	Billings in excess of costs and Estimated Earnings
			$	$	$	$
			$	$	$	$

(4) Accrued liabilities and other

Description	Amount
	$
	$

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

Lender	Description	Security Pledged	Due Date	Amount
				$
				$

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

(6) Capital stock

Type of Stock	Class	No. of Shares Authorized	No. of Shares Issued and Outstanding	Par Value	Amount
				$	$
					$

(7) Additional paid-in capital

Description	Amount
	$
	$

(8) Treasury stock

Type of Stock	Class	No. of Shares	Cost
			$
			$

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:	If a partnership, answer this:	
Capital paid in cash, $ _____	Date o f organization _____	
When Incorporated _____	Date registered in Hawaii _____	
In what State _____	State whether partnership is general or limited _____	
Date registered in Hawaii _____	_____	
President's name _____	Name and address of partners:	Age
Vice-President's name _____	_____	_____
Secretary's name _____	_____	_
Treasurer's name _____	_____	_____
		_
		_____
		_

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.

_____
(Applicant must also sign here)

Sworn to before me this
_____ day of _____ 20_____

_____
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.

_____
(Members of firm must also sign here)

Sworn to before me this
_____ day of _____20____

_____
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.

_____
(Officer must also sign here)

Sworn to before me this
_____ day of _____ 20_____

_____
Notary Public

STATE OF HAWAIʻI
DEPARTMENT OF HAWAIIAN HOME LANDS

BID OFFER FORM FOR

Honokoa Gulch Brush Clearing and Ungulate Fencing Installation

Kawaihae, South Kohala, Island of Hawaiʻi

TAX MAP KEY

(3) 6-1-001:003 (p)

IFB No.: IFB-27-HHL-006

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

The undersigned has carefully examined, read, and understood the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-27-HHL-006. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-27-HHL-006 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. 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 Hawaii Revised Statutes (HRS) Chapter 103, Part II, regarding public works and contracts.

3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, Standards of Conduct.

4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.

5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date:_____

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

□ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**

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

State of incorporation: _____

Offeror is:

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

Federal ID No.:_____

Hawaii General Excise Tax ID No.:_____

Telephone No.:_____

Fax No.:_____

E-Mail Address.:_____

Payment address (other than street address below)

_____

(Street Address, City, State, Zip Code)

Business address

_____

(Street Address, City, State, Zip Code)

Respectfully submitted:

_____

Authorized (Original) Signature

_____

Name and Title (Please Type or Print)

*_____

Exact Legal Name of Company (Offeror)

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

_____

The following bid is hereby submitted for Honokoa Gulch Brush Clearing and Ungulate Fencing Installationto the Department of Hawaiian Home Lands.

Item No.	No. of Units	Description/Location	Unit Price	Unit Total
Base Bid				
	Firebreak construction brush clearing – flush with the ground, cuttings removed from site.			
1.	26,400 linear feet	20-foot-wide firebreak along the southern edge of Honokoa Gulch	_____	$ _____
	Ungulate fencing installation			
2.	45,000 linear feet	Ungulate fencing installation	_____	$ _____
3.	5	Ungulate-proof stream crossing, complete in place, including posts, braces, cable, curtain/matting, hardware, fence connections, labor, and equipment.	_____	$ _____
4.	1	Step-over/step-through pedestrian gate	_____	$ _____
5.	Allowance	Unforeseen conditions, as directed by DHHL	Allowance	$ 50,000.00
Total Base Bid (Items 1 through 5, inclusive)				$ _____

TOTAL SUM BID = _____

_____Dollars ($_____).

Note: For Brush Clearing & Grubbing, all organic & non-organic debris must be removed from site. Cost of this work shall be incidental to the various contract items.

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all necessary incidentals, 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.

HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at http://hawaii.gov/spo, under For Vendors select *Hawaii Products Preferences* to view.

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at http://spo.hawaii.gov/all-forms/. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **2:00 p.m., December 2, 2026**. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by no later than eight (8) days prior to the bid opening**.**

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
		$_____	$_____
		$_____	$_____
		$_____	$_____
		$_____	$_____
		$_____	$_____
		$_____	$_____
		$_____	$_____
		$_____	$_____
		$_____	$_____
		$_____	$_____

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

APPRENTICESHIP AGREEMENT PREFERENCE

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

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.

    a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.

    b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.

    c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.

    d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.

    e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.

2. State the trades the bidder will employ to perform the work;

3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED*

APPRENTICESHIP PROGRAM UNDER ACT 17 (*Certification Form 1)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and

5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed **signed original** must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

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

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

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

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

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

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

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

LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED	
TRADE	APPRENTICESHIP PROGRAM SPONSOR

(Add additional sheets if necessary)

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, 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	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)

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) The liquidated damages per calendar day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.

2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.

3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.

4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, HRS, and any law applicable thereto.

5) The quantities given herewith are approximate only and are subject to increase or decrease.

6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. 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 Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

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

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

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

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

Bid Security in the amount of:_____

_____DOLLARS ($_____)

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

(____) Surety Bond (*1)
(____) Legal Tender (*2)
(____) Cashier's Check (*3)
(____) Certificate of Deposit (*3)
(____) Certified Check (*3)
(____) Official Check (*3)
(____) Share Certificate (*3)
(____) Teller's Check (*3)
(____) Treasurer's 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. <u>BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.</u>

CERTIFICATE OF RESOLUTION

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

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

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

_____this _____day of _____, 20___.____.

_____
Secretary

END OF BID