STATE OF HAWAI‘I

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

SAMPLE FORMS

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

Corporate Resolution Form

CORPORATE RESOLUTION
(Name of Corporation - Use Letterhead)

I, _____, Secretary of _____ Corporation, a _____corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation located at _____,

(address)

on the _____ day of _____, 20___, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said _____ Corporation this _____ day of _____, 20_____.

_____
Secretary

(Names and Addresses of:)
President
Vice President
Secretary

EXHIBIT A

SURETY [BID] [PROPOSAL] BOND
(11/17/98)

Bond No. ____ _

KNOW TO ALL BY THESE PRESENTS:

That we,--------,----...,..,...--.,----------
(Full Name or Legal Title of Offeror)

as Offerer, hereinafter called Principal, and _____
(Name of Bonding Company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety

in the State of Hawaii, are held and firmly bound unto _____
(State/County Entity)

as Owner, hereinafter called Owner, in the penal sum of _____

_____
(Required Amount of Bid Security)

Dollars ($_____,, lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for _____

_____
(Project by Number and Brief Description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this ____ day of _____ ?_____

(Seal)

Name of Principal (Offeror)

Signature

Title

(Seal)

Name of Surety

Signature

Title

EXHIBIT B

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____
(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____
DOLLARS ($._____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on _____,for the following project:_____
_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this ___ day of _____

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT C

PERFORMANCE BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(Fufl Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____,its successors and assigns, as Obligee, hereinafter called
(State/County Entity)
Obligee, in the amount of_____

_____
(Dollar Amount of Contract)

DOLLARS ($._____ lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

u Legal tender;

CJ Share Certificate unconditionally assigned to or made payable at sight to
_____
Description _____
_____

CJ Certificate of Deposit, No. _____,dated _____,issued by
_____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____

r 1 Cashier's Check No. _____,dated _____,issued by _____

drawn on_____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to_____
_____

L.i Teller's Check No. _____, dated _____, issued by _____

drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____

LJ Treasurer's Check No. _____, dated _____, issued by _____

drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____

Official Check No. _____, dated _____, issued by _____

drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____

U Certified Check No. _____, dated _____
accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned
_____
_____

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT **IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this _____day of _____

(Seal) _____
Name of Contractor

" _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____
_____Dollars ($_____,, to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed Contract with the Obligee on _____for the following project:_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplie to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this ____ day of _____

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _____

(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____,its successors and assigns, as Obligee, hereinafter called
(State/County Entity)

Obligee, in the amount of _____

_____
(Dollar Amount of Contract)

DOLLARS ($_____), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

[J Legal tender;

CJ Share Certificate unconditionally assigned to or made payable at sight to
_____
Description _____
_____

[] Certificate of Deposit, No. _____,dated _____,issued by
_____
drawn on _____
abank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____

[] Cashier's Check No. _____,dated _____,issued by
_____
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
_____

Teller's Check No. _____, dated _____,issued by
_____
drawn on _____

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

_____

Treasurer's Check No. _____, dated ---------- , issued by

_____

drawn on _____

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

_____

Cl Official Check No. _____, dated _____, issued by

_____

drawn on _ _ : _ _ _ _ _ _ : _ _ _ _ _ _ _ _ _ _ _ _ : _ _ ◆◆ _ _ : _ ◆ _ _

_

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

_____

!! Certified Check No. _____,dated _____,accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

_____

WHEREAS:

The Contractor has by written agreement dated _____entered into a contract with Obligee for the following Project: _____

_____

_____

_____

_____

_____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee,

its officers, agents, successors or assigns, free and harmless from all suits or actions of every

nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT **IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT **IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this ____ day of _____.

(Seal) _____
Name of Contractor

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

Not available for use in solicitations
{Procurement Circular 2014-08)

EXHIBIT F

COMBINATION PERFORMANCE AND PAYMENT BOND
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____,
(Name and Street Address of Bonding Company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____
(State/County Entity)
its successors and assigns, as Obligee, hereinafter called Obligee, in the amount of

_____
(Twice the Dollar Amount of Contract)

DOLLARS($_____, (being _____
DOLLARS as performance bond and _____, _____
DOLLARS as payment bond, each in the amount of one hundred percent of the contract price as required by 103D-324, Haw. Rev. Stat. lawful money of the United States of America, for the payment of which to the said Obligee, well and truly be made, Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has by written agreement dated _____ """ signed a contract with Obligee for the following Project: _____
_____
_____
_____
_____,
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

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(Procurement Circular 2014-08)

The condition of this obligation is such that, if Prine----.---.---------. ---------, perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its te s, and shall deliver the Project to the Obligee, or to its successors or assigns, fully com eted as in the Contract specified and free from all liens and claims and without further cost, ense or charge to the Obligee, its officers, agents, successors or assigns, free an harmles from all suits or actions of every nature and kind which may be brought for o account o ny injury or damage, direct or indirect, arising or growing out of the doing work or the air or mafntenance thereof or the manner of doing the same or the n ect of the Principal or its ents or servants or the improper performance of the Contract by e Principal or its agents or rvants or from any other cause, and shall promptly pay all per ns supplying labor and material for the performance of the Contract, then this obligation s l be void; otherwise it shall be d remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that no change, extension, alteration, deduction or addition, per ·tted by the Contract, in or to the terms oft Contract, or the plans or specifications pertaining t reto, shall in any way affect the obllg on of the Surety on this bond; and the Surety does he y waive notice of any such chan , extension, alteration, deduction or addition in or to the rms of the Contract, or the pl s or specifications pertaining thereto, or in or to the said Project.

AND IT **IS HEREBY STIPULA** hat suit on this bond may be brought before a court of competent juris ·ction without jury, and that the sum or sums specified in the said Contract as liquidate amages,• any, shall be forfeited to the Obligee, its successors or assigns. in the event of a brea of , or all, or any part of, the covenants, agreements, conditions, or stipulations contain • the Contract or in this bond in accordance with the terms thereof.

AND IT **IS HEREBY STIPULATED** **ED** that this bond shall inure to the benefit of any and all persons entitled to fi claims for bor performed or materials furnished in said work so as to give any and all sue ersons a right action as contemplated by Sections 103D-324(d) and 103D-324(e}, Haw• Revised Statutes.

The above-named Princi and Surety hereby jointly a severally agree with the Obligee that every person who as furnished labor or material to e Principal for the performance of the Contract o has not been paid in full therefor ter ninety days from the completion and final settle nt of any contract, may institute an acti against the Principal and its sureties, and have th• rights and claims adjudicated in the action, d judgment rendered thereon. If the full am nt of the liability of the sureties on the bond is in fficient to pay the full amount of the claim hen, after paying the full amount due the Obligee, th remainder shall be distributed pro rata among the claimants. The Obligee shall not be liable for e payment of any costs or expenses of any such suit.

T: e amount of this bond may be reduced in accordance with and subject to sec tion 3-122-225, Hawaii Administrative Rules.

Signed this ___ day of _____

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(Procurement Circular 2014-08)

(Seal)

Name of Principal (Contractor)

Signature

Title

(Seal)

Name of Surety

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.

EXHIBIT G

PERFORMANCE BOND (SURETY)
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That _____
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____
(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of

_____
DOLLARS ($_____) for which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated _____ for _____

_____
_____
_____
and entered into Supplemental Agreement No. ____ , dated _____ for the period _____
hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal, Surety shall either remedy the Default, or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of this bond.

Signed this ___ day of _____

(Seal) _____
Name of Principal (Contractor)

• _____
Signature

_____
Title

(Seal) _____
Name of Surety

• _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT H

PERFORMANCE BOND
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____, its successors and assigns, as Obligee, hereinafter called Obligee,
(State/County Entity)
in the amount of _____
(Dollar Amount of Contract)
DOLLARS ($.....,, lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

☐ Legal tender;

☐ Share Certificate unconditionally assigned to or made payable at sight to _____

Description _____

Certificate of Deposit, No. _____, dated _____ issued by _____

drawn on _____

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

Cashier's Check No. _____, dated _____, drawn on _____

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

☐ Teller's Check No. _____, dated _____, drawn on _____

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

Treasurer's Check No. _____, dated _____, drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

Official Check No. _____, dated _____ drawn on _____, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

D Certified Check No. _____, dated _____, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

and entered into Supplemental Agreement No. ____, dated _____ for the period _____; hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED thatsuit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this ____ day of _____

(Seal) _____
Name of Contractor

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

EXHIBIT I

CONTRACTOR ACKNOWLEDGMENT

[FOR USE WITH PERFORMANCE AND PAYMENT BONDS]
(11/12/97)

CONTRACTOR ACKNOWLEDGMENT:

STATE OF _____,
SS.
_____COUNTY OF ____ _,

On this _____day of _____,20__ , before me appeared _____ and _____ to me known to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are _____ and _____ of _____.....,...,.....,_____,.....,...-,---

the Contractor named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument in behalf of the Contractor, and acknowledges that he/she/they executed said instrument as the free act and deed of the Contractor.

(Notary Seal)

_____
Notary Public

State of _____

My commission expires: _____

EXHIBIT J

SURETY ACKNOWLEDGMENT

[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS]
(11/12/97)

SURETY ACKNOWLEDGMENT:

STATE OF _____,
SS.
_____COUNTY OF _____

On this ____ day of _____,20__ , before me personally came _____to me known to be the person described in and, who, being by me, did depose and say that __ resides in _____ that ____ is the Attorney-in-Fact of _____the corporation described in and which executed the attached instrument; that ___ knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that __ _ signed _____name thereto by like order.

(Notary Seal)

_____
Notary Public

State of _____

My commission expires: _____

STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

1. Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii

2. dba: _____

Requester: _____

3. Hawaii General Excise Tax Number:

4. Address

5. Email Address

6. Contact Person

7. Phone

Submit one (1) form for each product.

8. Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):

9. Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO,USDA, etc.) :

10. Product available on: ☐ Oahu ☐ Maui ☐ Hawaii ☐ Lanai ☐ Kauai ☐ Molokai

11. Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.

☐ Yes or ☐ No

12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the state of Hawaii. Fill in every line in column s A, B, & C	**A** **Hawaii Input**	**B** **Non- Hawaii input**	**C** **Total A + B**
a	Cost to mine, excavate, produce, manufacture, raise, or grow the materials in the state of Hawaii.	$_____per unit	$_____per unit	$_____per unit
b	The added value of that portion of the cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.	$_____per unit	$_____per unit	$_____per unit
c	Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the state of Hawaii	$_____per unit	$_____per unit	$_____per unit
d	Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the state of Hawaii used in the production or manufacturing of a product.	$_____per unit	$_____per unit	$_____per unit
e	**Totals**	$_____per unit (Add Column A)	$_____per unit (Add Column B)	$_____per unit (Add Colum C)

13. Percent of Hawaii Input _____% (12e. Column A Total ÷ Column C Total)

14. Failure to adequately verify, deliver, or supply Hawaii products. A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, Hawaii products, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.

Should the procurement officer receiving a protest challenging the validity of the classification of a Hawaii product request an audit of the information of the proper classification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for by the requester.

In the event of any change that materially alters the offeror's ability to supply the certified Hawaii products, the offeror shall notify in writing the procurement officer within five (5) working days of knowing of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Information submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shall not disclose this form, pursuant to HRS §92F-13(3) on government records; exception's to general rule.

I certify, under penalties set forth in HRS §103D-1002, on Hawaii products, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.

Signature of Authorized Representative: _____ Date: _____

Print Name of Authorized Representative: _____ Title: _____

GOVERNMENT USE ONLY

☐ APPROVED ☐ DISAPPROVED SPO-038 (Rev. 11/12/10)	Procurement Officer Signature	Government Agency

FORM 1

CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Bidder's Identifying Information

A. Legal Business Name:

B. Project Bid Title & Reference No.:

C. Contact Person's Name:

1. Phone No.: 2. E-Mail:

II. Apprenticeable Trades To Be Employed* A. (List)	B. Apprenticeship Sponsor* (One Sponsor Per Form)	C. No. Enrolled (# of apprentices currently enrolled as of bidder's request date)	D. No. Completed (# of apprentices who completed the apprenticeship program in the 12 months prior to request date)
1.			
2.			
3.			
4.			
5.			
6.			

III. Bidder's Certification

I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.

A. Name (Type) B. Title

C. Signature (original signature required) D. Date

IV. Apprenticeship Sponsor's Contact Information

A. Training Coordinator's Name:

B. Address:

C. Phone No.: D. E-Mail: E. Fax No:

V. Apprenticeship Program Sponsor's Certification

I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.

A. Name of Authorized Official B. Title

C. Signature (original signature required) D. Date

* Name of Apprenticeable Trade and Apprenticeship Sponsor must be the ***same*** as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

(Rev. 08/25/2010)

FORM 2

MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Contractor's Identifying Information	**II. Reporting Period**	
A. Legal Business Name:	A. Month:	B. Year:
B. Project Contract Title & Reference No.:		
C. Contact Person's Name:		
1. Phone No.: 2. E-Mail:		

III. Apprenticeship Program (Complete a separate form for *each* apprenticeship program in which workers are employed on the project.)

A. Contractor was a party to an apprenticeship program or programs with the following sponsor: (Give sponsor's name.)*	B. Was the contractor a party to the program during the ***entire*** report month?
	1. Yes ☐
	2. No ☐ If NO, state applicable period and why (may be subject to sanctions.)

IV. Contractor's Certification

I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.

A. Name (Type)	B. Title
C. Signature (original signature required)	D. Date

V. Apprenticeship Sponsor's Contact Information

A. Training Coordinator's Name:		
B. Address:		
C. Phone No.:	D. E-Mail:	E. Fax No:

VI. Apprenticeship Program Sponsor's Certification

I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.

A. Name of Authorized Official	B. Title
C. Signature (original signature required)	D. Date

* Name of Apprenticeship Sponsor must be the ***same*** as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

(Rev. 08/25/2010)

CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter103B, as amended by Act 192, Session Laws of Hawaii 2011-Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, _____ was in
--(N_am_e_o_fC-o-ntr_ac_to_r_or-S-ubco_ntra_cto_r_C_om_pa_n-y)-

COmpliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

D I am an officer of the **Contractor** for this contract.

D I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

_____
(Name of Company)

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Subscribed and sworn to me before this
day of _____, 2011.

Doc. Date: _____ # of Pages___ l" Circuit
Notary Name: _____
Doc. Description: _____

_____
Notary Public, pt Circuit, State of Hawai'i
My commission expires: _____

_____
Notary Signature Date
NOTARY CERTIFICATION

EXHIBIT 2