



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

SECTION 2

CONTRACTOR'S BID SUBMITTAL

for

WEST O'AHU SEWER IMPROVEMENTS – WAI'ANAE SUBDIVISION

WAI'ANAE, O'AHU, HAWAI'I

T.M.K. (1) 8-5-30:52-54, 88-99, & 111-125

(1) 8-5-31:13-25, 32-34, & 69-72

(1) 8-5-32:37-38

(1) 8-5-033:1-3, 35, 113-117, & 130-134

IFB No.: IFB-22-HHL-001

November 2022



Instructions for Bid Submittal

General Instructions for Bid Submittal

The Bid Offer form must be completed and submitted to Department of Hawaiian Home Lands (DHHL) by the required due date and time, and in the form prescribed by 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. QUALIFICATIONS 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, Hawai'i Revised Statutes (HRS), and Section 3-122-108, Hawai'i Administrative Rules (HAR), a written Notice of Intention to Bid, herein after "Notice" must be submitted to the Chairman of the Hawaiian Homes Commission ("Chairman"), who also serves as the Head of the Purchasing Agency (HOPA), who is the officer responsible for this procurement on behalf of DHHL. The Notice may be faxed, hand carried, mailed, or e-mailed to the office indicated in the Notice.
2. The written Notice must be received by the DHHL no later than the date and time specified in the Notice to Bidders. The written Notice will be time stamped when received by DHHL. The time designated by the time stamping device in DHHL shall be official. If the written Notice is hand carried, then the bearer is responsible to ensure that the Notice is time stamped by DHHL. If the Notice is delivered through facsimile (fax) machine, the time of receipt by DHHL's fax machine shall be official. If the Notice is sent by email, the time indicated in the date and time field of the email as received by DHHL shall be official.

3. It is the responsibility of the prospective Bidder to ensure that the written Notice is received on time. DHHL assumes no responsibility for failure of timely delivery caused by the prospective Bidder or by any method of conveyance chosen by the prospective Bidder. DHHL shall use its 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; (2) a corporation owned substantially by the person, firm, or corporation; (3) a substantial stockholder or an officer of the corporation; (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawai'i or any of its political subdivisions or is in default of any obligation to the State of Hawai'i or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with DHHL.

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS.

1. Prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-021), hereinafter "Questionnaire" properly executed and notarized. The Questionnaire shall set 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 Questionnaire shall be submitted to the location on or prior to the date and time set forth in the Notice to Bidders. The Questionnaire will be time stamped when received by DHHL and the time designated by the time stamping device in DHHL shall be official. If the Questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by DHHL. Email and fax machine transmissions are not acceptable in whole or in part. If the information in the Questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the Questionnaire shall be kept confidential. The Questionnaire will be returned to the Bidder after it has served its purpose. Prior Questionnaires submitted 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 prospective Bidder.
3. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for DHHL to disqualify a prospective Bidder.

D. PROPOSAL FORM

1. Prospective Bidders are being furnished with the Bid Offer Form, (hereinafter "Proposal") giving the location, description, and the contract time of the work contemplated for which a Total Sum bid price is asked, containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.
2. All papers bound with or attached to the Proposal shall be considered a part thereof and shall not be detached or altered when the Proposal is submitted.
3. The drawings, specifications, and other documents designated in the Proposal will also be considered a part thereof whether attached or not.
4. When quantities for individual items of work are listed in the Proposal for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by DHHL only for the purpose of comparing on a uniform basis bids offered for the work. DHHL does not, expressly or by implication, agree that the actual quantity of work will correspond therewith.
5. Earthwork quantities shown on plans are for permit purposes only and shall not be used by the contractor for bidding purposes. The contractor shall determine his own quantities for the work and base his bids accordingly.
6. On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to DHHL Construction General Conditions (CGC), Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES.
7. The Bidder's proposal must be submitted on the proposal form furnished by DHHL. The Bidder's Offer/Bid must be prepared in full accordance with the instructions herein. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the Proposal in the spaces provided with ink.

8. If the Proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the Proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the DHHL. If made by a corporation the Proposal must include the submission show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a Corporate Resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with DHHL. If made by a joint-venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The Proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with DHHL. If made by a Limited Liability Corporation (LLC), the Proposal must identify its members and show the authority of its member to enter on behalf of said LLC.
9. Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor 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.
10. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of 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.
11. 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 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 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 to check 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 a 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 Development Division Project Manager. The face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried or mailed to DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawai'i, 96707. In either case, the written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.
2. Submit three (3) sets of the written request, technical brochures, and a statement of variances.
3. A statement of variances must list all features of the proposed substitution which differ from the drawings, specifications and/or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product at no cost to DHHL.
4. Any substitution request not in compliance with the above requirements will be denied. Substitution requests sent to other agencies and received by Land Development 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.
11. Any violation of Chapter 84, 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 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 Chairman, 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, DHHL may cancel the solicitation, reject any and all bids/proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of DHHL.

B. IRREGULAR PROPOSALS.

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

1. If the proposal is unsigned.
2. If bid security is not in accordance with Section I.E. BID SECURITY.
3. If proposal is on a form other than that furnished by the DHHL; if the form is altered; or if 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 either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five

- (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.
9. If in the opinion of the HOPA, the Bidder and/or its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all of the work.

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

1. Corrections to bids after bid openings but prior to award may be made under the following conditions:
 - (a) If the mistake is attributable to an arithmetical error, the HOPA shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.
 - (b) If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman 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 Chairman 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 Chairman 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 Chairman makes a written determination that DHHL's procurement practices and policies would not be materially affected by such correction or withdrawal.

D. AWARD OF CONTRACT

1. The award of contract, if it be awarded, will be made within one hundred twenty (120) consecutive calendar days after the opening of the proposals to the lowest

responsible and responsive Bidder (including the alternate or alternates which may be selected by the HOPA in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.

2. If the contract is not awarded within the one hundred twenty (120) days noted in Subsection II.D.1 above, DHHL may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, DHHL may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until DHHL elects to stop making such requests.
3. No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, HRS, as amended.
4. The contract will be drawn on the forms furnished by the HOPA. The contract will not be binding on the 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 Hawai'i 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 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 HlePRO. The four (4) lowest Bidders shall mail in their bid security, following the opening and checking of the proposals. The retained bid securities of the four lowest Bidders will be returned within five (5) working days following the complete execution of the contract.

G. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance bond and Payment Bonds 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 a good and sufficient performance bond and payment

bonds 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 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 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), DHHL reserves the right to execute the contract by the issuance of a Purchase Order. Issuance of a Purchase Order shall result in a binding contract between the parties without further action by DHHL. The issuance of a Purchase Order shall not be deemed a waiver of the General Conditions, and Contract Document requirements.

I. FAILURE TO EXECUTE THE CONTRACT

1. Before the Award. If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, DHHL shall be entitled to retain as damages the amount established as bid security, and may take all appropriate actions to recover the damages sum from the property or third-party obligations deposited as bid security.
2. After the Award. If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the HOPA may allow, DHHL shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. DHHL may apply all or part of the amount of the bid security to reduce its damages. If upon determination by DHHL that the bid security exceeds the amount of its damages, it shall release or return the excess to the Bidder who provided same.
3. HOPA's Options. Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Chairman may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Chairman 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-22-HHL-001

WEST O‘AHU SEWER IMPROVEMENTS

WAI‘ANAE SUBDIVISION

Items required prior to Bid Opening:

- ☐ Notice of Intention to Bid, no later than 2:00 p.m., December 1, 2022.
- ☐ SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division by 4:30 p.m., December 9, 2022.
- ☐ Questions due at 2:00 p.m., November 29, 2022.

Items required with Sealed Bid (submittal through HlePRO):

- ☐ Bid Offer Form (included with this IFB)
The total sum bid amount must be typed or clearly written in both numbers and words in the appropriate space on the Bid Offer Form. Illegible writing on any portion of the Bid Offer Form, except for the signee’s signature, may be grounds for considering a Bid “non-responsive”.
- ☐ Corporate Resolution (Indicating who is authorized to sign bid documents and contracts), Or other authorizations required for partnerships, joint ventures, and Limited Liability Corporations.
- ☐ 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).

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

BID OFFER FORM FOR

**WEST O‘AHU SEWER IMPROVEMENTS
WAI‘ANAE SUBDIVISION**

WAI‘ANAE, ISLAND OF O‘AHU, HAWAI‘I

**TAX MAP KEY
(1) 8-5-30, 31, 32 & 33**

IFB No.: IFB-22-HHL-001

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

The undersigned has carefully examined, read, and understands the terms and conditions in the Notice to Bidders, Instructions for Bid Submittal, Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-22-HHL-001. The State of Hawai‘i’s (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-22-HHL-001 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

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

Date: 12/13/22

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

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

State of incorporation: Hawaii

Offeror is:

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

Federal ID No.: 99-0230792

Hawai'i General Excise Tax ID No.: GE-098-048-4096-D1

Telephone No.: 808-839-0022

Fax No.: 808-839-7191

E-Mail Address.: marnie@mega-construction.org

Payment address (other than street address below)

same as below
(Street Address, City, State, Zip Code)

Business address

744 Kohou St. Unit A Honolulu, HI 96817
(Street Address, City, State, Zip Code)

Respectfully submitted:

Marnie Hursty
Authorized (Original) Signature

Marnie Hursty / President
Name and Title (Please Type or Print)

* Mega Construction, Inc.
Exact Legal Name of Company (Offeror)

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

The following bid is hereby submitted for IFB-22-HHL-001 to the Department of Hawaiian Home Lands.

<u>WEST O'AHU SEWER IMPROVEMENTS – WAI'ANAE SUBDIVISION</u>						
<u>IFB-22-HHL-001</u>						
<u>BID PROPOSAL</u>						
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT	UNIT PRICE	TOTAL	
1	Mobilization and Demobilization for all construction work (not to exceed 6% of total Basic Bid excluding the bid price.	1	Lump Sum	\$ 55,272	\$	55,272
2	Installation of Temporary Erosion Control, at disturbed areas, inclusive of all types of filter devices, inspection, maintenance, record keeping, reporting per ESCP, and removal of temporary BMP's.	1	Lump Sum	\$ 82,404	\$	82,404
3	Traffic Control Work including re-design (if necessary) of the traffic control, plans, obtainment of permits, advertisement, placement and removal of all traffic control devices (including but not limited to cones, barriers, signs, message boards, temporary bus stops, etc.), temporary pavement makings and striping, detours, cleanup, restoration, and all incidentals required to complete the work, including special duty police officers.	1	Lump Sum	\$ 598,433	\$	598,433
4	Pre- and Post-Construction Survey of site conditions for the entire project area, including buried sewer manholes, underground utility crossings, topographic survey as required, photo and video files and reports, and as-built drawings.	1	Lump Sum	\$ 15,057	\$	15,057
5	Project field office, equipment, furnishings, supplies and appurtenances, power, water, sanitary system, and construction staging areas in place complete.	1	Lump Sum	\$ 59,765	\$	59,765

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT	UNIT PRICE	TOTAL
6	Sewer Flow Control, including flow management plan, emergency procedures, installation of flow diversion pipes, pumps and stand-by pumps, road ramps, burying by-pass pipes as required, flow through plugs, odor mitigations, furnishing all materials, tools, equipment and labor, appurtenant work and incidentals necessary to install, test, monitor/maintain temporary flow diversion systems at sewer manholes and service laterals, remove flow diversion pipes, and surface restoration, in place complete.	1	Lump Sum	\$ 876,509	\$ 876,509
7	Unclassified water main, sewer main, sewer lateral and sewer manhole excavations including surface demolition, verification of utility locations including toning and potholing, full removal of existing sewer manholes and pipes to be replaced, sheeting and shoring, disposal of unsuitable materials, protection and support of utilities, traffic covers, temporary AC patch, in place complete.	5,110	CY	\$ 452	\$ 2,309,720
8	Crushed rock bedding for pipes and sewer manholes, including compaction, filter fabric, trench plug and other incidentals, in place complete.	832	CY	\$ 300	\$ 249,600
9	Installation of reinforced concrete jackets for water and sewer pipes, including reinforcing steel and all incidentals, in place complete.	391	LF	\$ 320	\$ 125,120
10	Base course including min 6-in AC base course, placing and compacting, equipment and labor, materials and incidentals, in place complete.	378	CY	\$ 1175	\$ 444,150

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT		UNIT PRICE		TOTAL
11	Restoration of pavements per trench and restoration details (including AC pavement, sidewalk, curb/gutter, driveway, and landscaping, surface treatment, pavement transitions, street monuments, pavement markings and markers, materials, labor, equipment, incidentals), in place complete.	2,418	SY	\$	244	\$	589,992
12	Locating sewer laterals and cleanouts and determining if lower laterals can connect to sewer mains at a 2% minimum slope, including labor, material and equipment.	64	EA	\$	1836	\$	117,504
Open Trench Installation for SL "A," "B", "C", "E", "F", "G" and "H." The following shall apply to Bid Items: 13-21							
Open Trench Installation shall include: pipe, fittings, backfill including CLSM/LWCC, crushed rock with filter fabric at soft spots, imported select borrow, root barrier, warning/ identification tape, air leakage testing, and mandrel testing as directed by the Project Manager, manhole connections, annulus grouting, required appurtenances, and all required work, in place complete.							
13	SL-A, 12-in C900 PVC DR 18 pipes	572	LF	\$	198	\$	113,256
14	SL-A, 8-in C900 PVC DR 18 pipes	667	LF	\$	183	\$	122,061
15	SL-B, 8-in C900 PVC DR 18 pipes	54	LF	\$	180	\$	9,720
16	SL-C, 8-in C900 PVC DR 18 pipes	168	LF	\$	180	\$	30,240
17	SL-E, 8-in C900 PVC DR 18 pipes	252	LF	\$	180	\$	45,360
18	SL-F, 8-in C900 PVC DR 18 pipes	271	LF	\$	180	\$	48,780
19	SL-G, 8-in C900 PVC DR 18 pipes	80	LF	\$	180	\$	14,400
20	SL-H, 8-in C900 PVC DR 18 pipes	518	LF	\$	185	\$	95,830
21	6-in C900 PVC DR 18 sewer laterals and cleanouts, including pipes and fittings, concrete jacket as required.	64	EA	\$	1713	\$	109,632

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT	UNIT PRICE	TOTAL
	Sewer Manholes. The following shall apply to Bid Items: 22-25				
	Sewer Manholes shall include: reinforced concrete base (and walls), precast concrete riser, cone, and epoxy coating (interior surfaces, channel, benches, wall, cone, etc.), drop connections where required, flexible pipe seals and connectors/couplings, grade adjustment ring(s), frame and cover, inflow insert, channelized inverts, installation, backfill, inspection and testing, in place complete.				
22	48-inch diameter plain reinforced concrete manhole, ≤ 6' deep	3	EA	\$ 11,282	\$ 33,846
23	48-inch diameter plain reinforced concrete manhole, > 6' but ≤ 10' deep	11	EA	\$ 11,265	\$ 123,915
24	48-inch diameter plain reinforced concrete manhole, > 10' but ≤ 16' deep	7	EA	\$ 12,993	\$ 90,951
25	48-inch diameter plain reinforced concrete manhole, > 16' deep	1	EA	\$ 12,839	\$ 12,839
26	Existing sewer laterals cut and plug, in place complete.	6	EA	\$ 265	\$ 1590
27	Existing Sewer Manhole Rehabilitation as directed by the Project Manager, including uncovering and raising buried sewer manholes, cleaning and manhole preparation work, rung removal, patching, application of epoxy coatings, testing, restoration or repaving of roadways and ground surface, replacement of manhole frame & cover as required, inflow insert, and all other required work.	11	EA	\$ 43,042	\$ 473,462
28	Project Sign and Public Notification	1	Lump Sum	\$ 2833	\$ 2833
29	Lowerings of Existing Water Mains and Laterals at Kepaula Street and Kaneilio Street, including field verifications, new pipes and fittings, cleaning, disinfection, hydrotesting and NPDES permit, connections to existing water mains and laterals, appurtenances, removal and disposal of the existing waterlines to be replaced, trench backfill, and	1	Lump Sum	\$ 159,447	\$ 159,447

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY UNIT	UNIT PRICE	TOTAL
	all necessary work including but not being limited to approvals from and coordination with the BWS, field inspection, in place complete.				
30	Final cleaning and CCTV Inspection of all new sewer mains and laterals, including labor, equipment, supplies and materials, traffic control, and all other work required.	1	Lump Sum	\$ 67,073	\$ 67,073
31	Additional Special Off-Duty Police Officers as requested by the Officer-in-Charge.	1	Allowance*	\$ 50,000	\$ 50,000
32	Utility company invoice for temporary or permanent relocation of utilities and appurtenances not shown on plans but conflict with the installation of project improvements.	1	Allowance*	\$ 50,000	\$ 50,000
33	Public Relations	1	Allowance*	\$ 40,000	\$ 40,000
34	Additional Traffic Control Devices as requested by the Officer-in-Charge.	1	Allowance*	\$ 25,000	\$ 25,000
35	Utility work for repair/replacement of underground pipes not indicated in the design plans, including but not being limited to sewer laterals and cleanouts, all required work, in place complete.	1	Allowance*	\$ 1,500,000	\$ 1,500,000
36	Additional utility work, including excavation and backfill, crushed rock fill and filter fabric, or CLSM/LWCC, as directed by the Project Manager, pipes and materials, in place complete.	1	Allowance*	\$ 50,000	\$ 50,000
* The unused portions of Allowance items shall remain with DHHL upon completion of the project. The Contractor shall not make a claim in the event DHHL chooses to delete any Allowance items from the Contract.					
				TOTAL	\$ 8,793,761

TOTAL SUM BID = Eight million seven hundred ninety three thousand
seven hundred sixty one Dollars (\$ 8,793,761.00).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive or exclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Three Hundred Sixty-Five (365) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawai'i Revised Statutes (HRS) § 103-55.6 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 to qualify for the preference. (In the example, 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 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*, 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, 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:

<u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u>	
<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>
OPERATOR	OPE - ENGINEERS
LABORER	LABOR UNION

(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, Hawai'i Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, HRS, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

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

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

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawai'i Tax ID Number	Nature and Scope of Work to be Performed
SHIMONS STEEL CORP	C-29707		REBAR
ROAD BUILDERS	AC-1126		AC PAVING
SP ROAD WORKS	AC-10998		STRIPING
HAWAIIAN WATER & CHIPPING	C-2756		CHIPPING
FOURD BRANDS			CCV
CRATING WORKS	C-32702		CRATING SYSTEM FOR PCH

(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 working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least twenty percent (20%) of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, HRS, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, HRS, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the State Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

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

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

	Date		Date
Addendum No. 1	<u>11/23/2022</u>	Addendum No. 5	<u> </u>
Addendum No. 2	<u>12/15/2022</u>	Addendum No. 6	<u> </u>
Addendum No. 3	<u> </u>	Addendum No. 7	<u> </u>
Addendum No. 4	<u> </u>	Addendum No. 8	<u> </u>

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: Five percent of total bid
amount DOLLARS (\$)

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

- | | |
|--|---|
| ☒ Surety Bond (*1) | ☐ Official Check (*3) |
| ☐ Legal Tender (*2) | ☐ Share Certificate (*3) |
| ☐ Cashier's Check (*3) | ☐ Teller's Check (*3) |
| ☐ Certificate of Deposit (*3) | ☐ Treasurer's Check (*3) |
| ☐ Certified Check (*3) | |

Respectfully submitted,

Mega Construction, Inc.
Name of Company, Joint Venture or Partnership

ABC - 12830
License No.

By Muf
Signature (*4)

Title: President

Date: 12/13/2022

Address: 744 Kohou St. Unit A
Hon, HI 96817

Telephone No.: 808-839-6022

IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE.

THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.

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

NOTES:

- *1. Surety bond underwritten by a company licensed to issue bonds in this State;
- *2. Legal tender; or
- *3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
 - A. These instruments may be utilized only to a maximum of \$100,000.
 - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- *4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- *5. Fill in all blank spaces with information asked for or bid may be invalidated. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

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

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

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

_____ this _____ day of _____, 20____.

Secretary

END OF BID

"
SEE ATTACHED
"

EXHIBIT A

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

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, Mega Construction, Inc.
(Full Name or Legal Title of Offeror)

as Offeror, hereinafter called Principal, and Fidelity and Deposit Company of Maryland,
(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 of Hawaii / Department of Hawaiian Home Lands
(State/County Entity)

as Owner, hereinafter called Owner, in the penal sum of _____
Five Percent (5%) of the Total Amount of Bid
(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 IFB No.: IFB-22-HHL-001, West Oahu Sewer Improvements -
Waianae Subdivision, Waianae, Oahu, State of Hawaii
(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 17th day of November, 2022.

(Seal)

Mega Construction, Inc.

Name of Principal (Offeror)



Signature

President

Title

(Seal)

Fidelity and Deposit Company of Maryland

Name of Surety



Signature

Erica Li, Attorney-in-Fact

Title

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Erica LI, Paul C. KENNEDY, Monica JOSEPH of **Honolulu, Hawaii**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of February, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 17th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 17th day of November, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



744 Kohou Street
Honolulu, Hawaii 96817
PHONE: (808) 839-0022

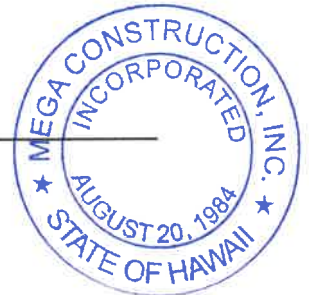
I, Marnie Kay Ohtani Koga Hursty, Secretary of Mega Construction, Inc., a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the corporation, 744 Kohou Street, Honolulu, Hawaii 96817, on the 30th day of September 2022, 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 or Secretary, 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 State Government or the State of Hawaii or the City & 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 Mega Construction, Inc. this 13th day of December, 2022.



Marnie Kay Ohtani Koga Hursty
Secretary



Marnie Kay Ohtani Koga Hursty/President/Secretary
3401 Loulu Street
Honolulu, Hawaii 96822

Milton M. Koga/Vice President
527 West Hind Drive
Honolulu, Hawaii 96821

FORM 1

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

I. Bidder's Identifying Information

A. Legal Business Name: Mega Construction, Inc.

B. Project Bid Title & Reference No.: West O'ahu Sewer Improvements - Wa'ianae Subdivision, IFB No.: IFB-22-HHL-001

C. Contact Person's Name: Marile K. Hursty

1. Phone No.: (808) 839-0022 2. E-Mail: marile@mega-construction.org

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. Construction Craft Laborer	Hawaii Laborers' Union Local 368	124	49
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) Marile K. Hursty

B. Title President

C. Signature (original signature required) 

D. Date December 13, 2022

IV. Apprenticeship Sponsor's Contact Information

A. Training Coordinator's Name: Lawrence DeRego

B. Address: 73-4171 Huiikoa Drive, Kona, HI 96740

C. Phone No.: (808) 329-1590

D. E-Mail: lderego@hiltip.org

E. Fax No: (808) 329-1591

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.

Francis Tau'a

A. Name of Authorized Official 

B. Title Director of Training

C. Signature (original signature required) 

D. Date December 13, 2022

* Name of Apprenticeship 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.

FORM 1

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

I. Bidder's Identifying Information			
A. Legal Business Name:		Mega Construction, Inc.:	
B. Project Bid Title & Reference No.:		West O'ahu Sewer Improvements - Wa'ianae Subdivision, IFB No.: IFB-22-HHL-001	
C. Contact Person's Name:		Marnie K. Hursty	
1. Phone No.: (808) 849-0022		2. E-Mail: marnie@mega-construction.org	
II. Apprenticable Trades To Be Employed*		B. Apprenticeship Sponsor* (One Sponsor Per Form)	
A. (List)		C. No. Enrolled (# of apprentices currently enrolled as of bidder's request date)	
1. Construction Equipment Operator		Hawaii Joint Apprenticeship	
2. Heavy Duty Repairman & Welder		Committee for Operating Engineers	
3. Truck Operator & Driver		0	
4. Paving Equipment Operator		5	
5.			
6.			
III. Bidder's Certification		D. No. Completed (# of apprentices who completed the apprenticeship program in the 12 months prior to request date)	
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	
Marnie K. Hursty		President	
C. Signature (original signature required)		D. Date	
		December 13, 2022	
IV. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name:		Michael Akau	
B. Address:		P.O. Box 428, 56-1160 Kamehameha Highway, Kahuku, HI 96731	
C. Phone No.: (808) 232-2001		D. E-Mail: oejac3@gmail.com	
E. Fax No: (808) 232-2217			
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.			
Michael Akau		State Administrator	
A. Name of Authorized Official		B. Title	
C. Signature (original signature required)		D. Date	
		December 13, 2022	

* Name of Apprenticable 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.