

Instructions for Bid Submittal

General Instructions for Bid Submittal

The Bid Offer form must be completed and submitted to the Department of Hawaiian Home Lands (DHHL) by the required due date and time, and in the form prescribed by DHHL.

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

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

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

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

I. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

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

B. NOTICE OF INTENTION TO BID

1. In accordance with Section 103D-310, Hawaii Revised Statutes (HRS), and Section 3-122-108, Hawaii Administrative Rules (HAR), a written Notice of Intention to Bid, hereinafter (“Notice”) must be submitted to the Chairman of the Hawaiian Homes Commission (“Chairman”), of the Hawaiian Homes Commission, 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 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") that are 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 considered 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 bid accordingly.
6. On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to DHHL Construction General Conditions (CGC), Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES.
7. The Bidder's proposal must be submitted on the proposal form furnished by DHHL. The Bidder's Offer/Bid must be prepared in full accordance with the instructions herein. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the Proposal in the spaces provided with ink.
8. If the Proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the Proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with DHHL. If made by a corporation the Proposal must include the submission of a form of a corporate resolution that shows the authority of the particular corporate representative to enter on behalf of said corporation into contract with DHHL. The corporate resolution shall show the name, title and business address of the president, secretary, and treasurer of the corporation. If made by a joint-venture, the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be

shown with other pertinent information required of individuals, partnerships, or corporations. The Proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with 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 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 considered non-responsive. In conformance with Section 3-122-222(a), HAR, bid security shall be considered present with one of the following instruments:
 - a. Surety bid bond underwritten by a company licensed to issue bonds in this State; or
 - b. Legal Tender; or
 - c. Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Company or personal checks are not considered "official checks" and will not be accepted.

- (a) These instruments may be utilized only to a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be accepted.
 - (c) CAUTION - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face 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, evidenced in the form of a corporate resolution authorizing the corporate representative to execute the bond must be submitted with the proposal. (See a 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 HlePRO 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 HlePRO 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 HlePRO website for any Addenda issued. All issued addenda 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, HI, 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, the 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 the 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 HOPA, or designee, for any reason, wrongfully refuses to accept what would otherwise be a responsive and responsible lowest bid, the exclusive remedy for such lowest Bidder shall be the recovery of the reasonable actual costs of preparing the bid. No other Bidder shall have any claim for damages.

II. AWARD AND EXECUTION OF CONTRACT

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

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

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

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

Until the award of the contract, 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 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 the work.

C. CORRECTION OF BIDS AND WITHDRAWAL OF BIDS (Section 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 HOPA shall prepare a written approval or denial in response to this request. Examples of such mistakes include:
 - (1) Typographical errors;
 - (2) Transposition errors;
 - (3) Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.
 - (c) For reasons not allowable under Subsections II.C.1.(a) and II.C.1.(b) when the HOPA determines that the correction or waiver of an obvious mistake is in the best interest of DHHL or is warranted for the fair treatment of other Bidders.
2. Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The HOPA shall prepare a written approval or denial in response to this request.
3. Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the HOPA makes a written determination that DHHL's procurement practices and policies would not be materially affected by such correction or withdrawal.

D. AWARD OF CONTRACT

1. The award of contract, if it be awarded, will be made within one hundred twenty (120) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the HOPA in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter

mailed to the address shown 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; 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 the DHHL elects to stop making such requests.
3. No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104, and Chapter 444, HRS, as amended.
4. The contract will be drawn on the forms furnished by the HOPA. The contract will not be binding on DHHL until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.
5. Prior to award of the contract, DHHL shall verify compliance with Sections 103D-310 and 103D-328, HRS via Hawaii Compliance Express (“HCE”). Firms who decline to participate in HCE shall submit paper certificates in a timely manner, as prescribed by the HOPA, or its designee, or risk determination that the bid is non-responsive.

E. CANCELLATION OF AWARD.

After procurement posting of award of contract, DHHL reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by DHHL to any other Bidder.

F. SUBMITTAL OF BID SECURITY.

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

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

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

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

- (b) A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to 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 HOPA may deem to be in the best interests of DHHL.

J. PRE-CONSTRUCTION CONFERENCE

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

IFB Checklist for Bidders

IFB-22- HHL-029

Retaining Wall Repairs for DHHL 2403 Kaululaau Street and 2147 Tantalus Drive

Items required prior to Bid Opening:

- ☐ Notice of Intention to Bid, no later than 2:00 p.m., May 20, 2022.
- ☐ SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division by 2:00 p.m., May 20, 2022.

Items required with Sealed Bid (submit 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).