

**INVITATION FOR BIDS
BID PROPOSAL NO. J19019**

**TO PROVIDE JURY BOX CHAIRS (252) FOR 18 COURTROOMS
AT
KA`AHUMANU HALE**

MAY, 2018

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: Deepa.P.Sheehan@courts.hawaii.gov

Provide the following information:

- | | | |
|------------------------|--|--------------------------|
| 1. Name of Company | • Mailing Address | • Name of Contact Person |
| 2. Telephone Number | • FAX number | • E-mail Address |
| 3. Solicitation Number | • Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) | |

INVITATION FOR BIDS NO. J19019

The Judiciary, State of Hawaii

The estimated cost for this project is between \$375,000 and \$400,000.

Competitive Sealed Bids to **Provide and Install 252 Jury Box Chairs and disposal of old chairs**, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

up to and will be opened at **2:00 P.M., H.S.T., on Tuesday, May 29, 2018.**

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. Questions relating to this bid solicitation shall be directed to Ms. Deepa P. Sheehan, in the Contract and Purchasing Office via phone at (808) 538-5805 or via email at Deepa.P.Sheehan@courts.hawaii.gov.

/S/ Dean H. Seki

Dean H. Seki
Financial Services Director

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ATTACHMENTS

- Picture of Chair - CONA 1171 CHAIR
- General Conditions
- Procedural Requirements
- Application for Tax Clearance
- Certificate of Compliance
- Standard of Conduct
- Discrimination/Harassment Free Work Place Policy

SECTION 1 - SPECIFICATIONS

1.1 SCOPE OF WORK

The work consists of providing and installing 252 new Jury Box Chairs and disassembly and disposal of 252 old chairs. The work must be completed within 320 days of the issuance of the **Notice to Proceed**.

1.2 MATERIAL SPECIFICATION

The Jury Box Chairs shall be or approved equivalent:

Manufacturer: Keilhauer

1450 Birchmount Road

Toronto, ON M1P 2E3

Phone: (416)759-5665 Facsimile: (416)759-5723

URL: www.keilhauer.com info: info@keilhauer.com

Product #1: Cona 1171 Executive Conference Chair

Quantity: **250 Chairs**

Description: Keilhauer Cona Mid Black Executive Conference Chair

Model Number: 1171-B01-GR C

18" Fixed Seat Height, 45/45 Degree Swivel with Memory Return

Jury Base: MSQ#M200004660

Fabric Choice: Grade C - To be advised

Base Color: B01 Black

Rated: 300 LBS.

Warranty: 10 Years

Product #2: Cona 1171 Executive Conference Chair

Quantity: **2 Chairs**

Description: Keilhauer Cona Mid Black Executive Conference Chair

Model Number: 1171-B01-GR C

18" Fixed Seat Height, 45/45 Degree Swivel with Memory Return

With "5 Star" Base B01 Black Powder Coat (With Casters)

Fabric Choice: Grade C To be Advised

Base Color: B01 Black

Rated: 300 LBS.

Warranty: 10 Years

1.3 PERFORMANCE OF WORK

1.3.1 USE OF PREMISES AND WORK RESTRICTIONS

- A. General: The Contractor is notified that the entire building will generally remain operational throughout the entire duration of the project.

- B. The Contractor shall schedule and perform his work and operations to conform to the requirements of The Judiciary (including requirements for the schedule and hours of the court, noise restrictions and security requirements described elsewhere), and in such a manner as to minimize inconvenience, hazards and disturbance upon the building's occupants and to ensure their safety.
 - 1. Coordinate construction, shutdown and schedules with the Project Contact Person and Contracting Officer.

 - 2. All building areas (e.g. courtrooms, offices, etc.) shall be fully operational at the end of work periods.

 - 3. As the building area will remain operational throughout the entire duration of the project, safe access and egress around the project site shall be maintained at all times.

 - 4. Disruptions of access, etc. shall be coordinated in writing with the Project Contact Person and Contracting Officer. Disruptions shall also be identified in the work schedule.

 - 5. The Contractor shall provide construction aids as necessary to maintain and protect the public and staff.

- C. As the building will be operational during the duration of the project, on-site parking, storage and staging, etc. will be limited.
 - 1. Coordinate parking needs with the Project Contact Person and Contracting Officer.

- D. Contractor's use of premises is restricted as follows:
 - 1. Construction Times and Schedule:
 - a. Night, weekend and overtime work are required.

 - b. No work will be allowed on project site between 7:45 AM to 4:30 PM from Monday through Friday.

 - c. In order to insure that the courts continue to function and provide their services, all work must be done **before or after** normal facility business hours. Normal facility business hours are 7:45 AM through 4:30 PM, Monday through Friday, excluding State and Federal holidays. **All areas under construction shall be clean by the start of the next business day at 7:45 AM.**

2. Site Access and Parking:
 - a. Parking: Parking for the Contractor's employees (or Subcontractors) will be limited to the loading zone area or in areas designated by the Contracting Officer. Do not use parking stalls in regularly designated parking zones within the Facility grounds.
 - b. Maintain access to the Loading area.
3. Sanitation:
 - a. Use of the building's toilet facilities will be restricted to **public toilet** facilities. These facilities are located in the public area near the stairway. Do not use the "Staff" toilets located in the back hallways. Failure to keep such facilities clean and neat will subject the Contractor to loss of privilege.
4. Noise and Dust Control:
 - a. In adjacent locations surrounding the project site, noise, dust and other disrupting activities, resulting from construction operations, are detrimental to the conduct of Judiciary activities. Therefore, Contractor shall monitor its construction activities. Exercise precaution when using equipment and machinery to keep the noise and dust levels to a minimum.
5. Other Conditions:
 - a. Arrange for construction debris and trash to be removed from the project site daily (includes the "loading dock").
 - b. Operate machinery and equipment with discretion and with minimum interference to driveways and walkways. Do not leave machinery and equipment unattended on roads and driveways.
 - c. No space will be provided for storage of material or equipment on site. Contractor to transport to and from site as needed.
 - d. Keep access roads to the project site free of dirt and debris. Obey traffic and safety regulations.

E. Security Provisions:

1. Security Checks:
 - a. After award and before commencement of any work on the project, Contractor shall submit for a security check a list of the names, dates of birth, and Social Security Numbers of all workers planned to work on the site. Any worker who has a previous record of any felonious or any conviction for such offenses other than minor traffic offenses will not be permitted to work on this project. The list of workers shall be kept current at all times.

Workers shall not enter the jobsite until receipt of clearance is obtained from the Contracting Officer. Workers found on the site without proper clearance will be removed immediately. Workers shall exchange picture identification for a Visitor Badge upon entry and shall maintain this Badge visibly on their person at all times. Worker lists may be transmitted Attn: Contracting Officer via fax to (808) 539-4402 during normal operational hours. Note that it may take up to five business days lead time before workers receive clearance.

2. Sheriff Oversight:

- a. All movements of the Contractor's employees into and within the building will be subject to control by the Sheriff's Division. The Contractor, his agents or employees shall be subject to personal search whenever the Sheriff's Division deems such action necessary for the safety of the building. This shall also include the inspection of lunch boxes, toolboxes, clothing and equipment. Introduction or possession of weapons, narcotics, alcoholic beverages, or contraband to the project site is prohibited.
- b. When work is performed outside the normal operating hours (7:45 AM – 4:30 PM) of the Judiciary (or users operations), only a single entry to the building will be permitted and a Special Duty Officer (Deputy Sheriff) shall be stationed at this entrance throughout the period that it is open. All construction workers must remain in line-of-sight of a Deputy Sheriff. Workers moving from one work area to another must be accompanied by a Sheriff in order to comply with this requirement. The Contractor shall be restricted to the area of construction and shall at no time enter other areas unless granted permission by the Sheriff's Deputy on duty. Contact and arrange with the Department of Public Safety, Sheriff's Division, Special Duty Coordinator Deputy Kirk Enos (telephone (808) 587-3663 or cellular (808) 285-6001) and the Sheriff's office for the locations where the project is to be constructed to provide the security personnel. Make arrangements at least 48 hours before security personnel are required. Special Duty Officer charges are [\$30.00] per hour or fraction thereof (minimum of quarter hour increments), for a minimum of 4 hours. If the situation requires more Sheriffs, each additional Sheriff will be paid at the same hourly rate. A Sergeant at an hourly rate of [\$35.00] will be required for every four Sheriffs and a Lieutenant at an hourly rate of [\$40.00] will be required for every three Sergeants. If the Sheriff's office receives less than 12 hours' notice for cancellation of scheduled security services, a minimum of four hours per Sheriff will be assessed to the requester. Pay for Sheriffs costs as part of the contract. Payment shall be made directly to the Special Duty Officer within 5 days of receipt after the Officer fills out a W-9 form on the jobsite.

- c. In addition to contacting the Special Duty Coordinator, contact the Sheriff's Office with local jurisdiction over the project building as follows: Circuit Court, Sergeant Glenn Thom (808) 539-4593.
 - d. Note that the Sheriff's Offices do not possess keys for access to the building such that arrangements must be made with Contracting Officer (808) 539-4351 and/or the Project Contact (808) 539-4183 to provide keys or the means for access to the building after normal working hours.
3. Tool, Material and Equipment Controls:
- a. All hand tools, cables, ropes and other implements shall be transported and retained, except when in use, in approved, locked tool boxes. At all times, tools shall be subject to inventory by the Sheriff's Deputies. During the progress of the work, care shall be taken that no tool is left unguarded or unattended at any time. It is an urgent matter that missing tools, equipment, etc. be reported immediately to those in authority. Material and equipment shall be brought into the work area through entrance as approved by those in authority and shall be carried to and stored in limited areas as approved. Introduction or possession of weapons, narcotics, alcoholic beverages, or contraband to the project site is prohibited.
 - b. Explosives, explosive devices or any equipment associated with a system that could be used as an explosive shall not be allowed.

1.3.2 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: The Judiciary may execute a separate contract for certain construction at the project site.
- B. Cooperate fully with separate Contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.4 CONTRACTOR'S RESPONSIBILITY

The Contractor shall furnish 252 Jury Box Chairs and **pay for all** freight and storage of chairs and all labor, tools and equipment necessary to install chairs and remove and dispose of old chairs.

1.5 OFFICER IN CHARGE

Dee Dee Letts
 Coordinator, Office of Project Management
 First Judicial Circuit
 777 Punchbowl Street
 Honolulu, Hawaii 96813
 Phone: (808)538-5990
 Email: deedee.d.letts@courts.hawaii.gov

1.6 **JOB LOCATION**

The job site location is as follows:

Ka`ahumanu Hale, First Circuit Court
777 Punchbowl Street, Honolulu, Hawaii 96813

SECTION 2 - SPECIAL PROVISIONS

2.1. SCOPE OF WORK

To furnish and install Jury Box Chairs and remove and dispose of old chairs. Work and schedule will need to be coordinated with others, under separate contract, furnishing and installing new broadloom carpet and pad in the Jury Boxes. All work shall be in accordance with these Special Provisions, the Specifications and the General Conditions Governing Contracts with the Judiciary, State of Hawaii for Goods and Services dated Feb. 2001, Procedural Requirements Governing RFP'S and IFB'S dated May 2003, and IFB attached hereto and by reference made a part hereof.

2.2. WORK SEQUENCE AND COORDINATION

The Judiciary will enter into a separate contract with a licensed contractor to install new broadloom carpet and pad in each of the courtroom jury boxes. This work and the work of this solicitation will need to be coordinated such that the old Jury chairs are removed, new carpet installed and new Jury chairs installed. This work and the fact that the courtrooms must be ready to conduct business will limit the number of courtrooms that can be completed in a particular period of time. The Judiciary will coordinate a meeting between the furnishing and carpet contractors to develop and agree to a schedule that will allow the contractors to work efficiently and the Judiciary to continue to use the courtrooms.

2.3 EXAMINATION OF THE JOB SITE

It shall be the Offeror's responsibility to inspect the Jury boxes so as to be thoroughly familiar with the existing conditions and the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding the chairs to be provided and the installation to be performed. Submission of offer shall be evidence that the offeror understands the scope of the project and will comply with these special provisions if awarded the contract.

Arrangements to inspect the job site may be made by telephoning the Officer-in-Charge, between the hours of 7:45 a.m. to 4:30 p.m., except on weekends and State holidays.

2.4 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

This section includes shop drawings, manufacturer's catalog cuts, product data and samples:

2.4.1 Submission

Within 14 days of award the contractor shall submit manufacture's catalog cuts, product data

and samples. Within 21 days of award contractor shall submit properly identified shop drawings showing placement and clearances of all Jury chairs with sufficient information to allow the Judiciary to review and confirm the proper placement of chairs and entrance and egress dimensions.

2.4.2 Submission Review

Judiciary shall have 7 days after submission to review manufacturer's catalog cuts, product data and samples or ask for resubmission with noted corrections. Judiciary shall have 14 days after submission to review and approve shop drawings or ask for resubmission with noted corrections.

2.4.3 Permanent Office

Offeror must have a permanent office location or local representative, on the island of Oahu, from where business is conducted and where they are accessible to requests or complaints during normal working hours.

2.5 OFFEROR QUALIFICATION

Notwithstanding any other provisions stated herein, prospective offerors must be properly certified by the State of Hawaii to conduct business in the State. To assure the Judiciary that the offeror is capable of performing the work specified herein, the offeror must meet the following requirements:

2.5.1 Certification

Offeror must be a representative of the manufacturer of the specified product in the State of Hawaii.

2.5.2 License

Offeror must have applied for a General Excise Tax (GET) license.

2.6 OFFER PREPARATION

Offers submitted must be on the forms provided and must be in accordance with the terms and conditions stated herein. Any offer offering any other set of terms and conditions contradictory to those included herein will be rejected without further consideration.

2.6.1 Legal Name

Offeror must submit its offer under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the

contract.

2.6.2 TOTAL Bid Price.

TOTAL Bid price shall include all products, materials, labor, tools, equipment, freight and delivery charges and storage, if needed, and all applicable taxes and all expenses necessary to provide the products and services specified.

2.6.3 Per COURTROOM Bid Price.

Per COURTROOM Bid price shall include all products, materials, labor, tools, equipment, freight and delivery charges and storage, if needed, and all applicable taxes and all expenses necessary to provide the products and services specified in each **individual courtroom**. This price may be necessary should the Judiciary need to negotiate a Total Bid Price for less than 18 courtrooms.

2.6.4 Hawaii General Excise Tax License

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

2.6.5 Proposal Guaranty

A Proposal guaranty is not required for this invitation for bids.

2.6.6 Substitutions

A bidder wishing to submit a bid for a product other than the product referred to in Section 1.2 MATERIAL SPECIFICATION shall submit, for Judiciary review and approval the product information including description, warranty and environmental information, photographs and cut sheets three weeks prior to the date specified in the **NOTICE OF OFFERORS**.

2.7 SUBMISSION OF OFFER

Offerors shall submit their completed Offer Form and Letters of Recommendations no later than 2:00 p.m., H.S.T., on Tuesday, May 29, 2018 to:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Offers should be submitted in a sealed envelope clearly marked with the Bid Number and Title, and should include the Offeror's name.

Offers received after the above specified date and time or at a location other than the location specified above will not be accepted. Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated above to the above Purchasing Specialist via Email or FAX. Please note that 3.5 of the Procedural Requirements Governing RFPs, dated May 2003 is not applicable for this RFP.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

Purchasing Specialist e-mail address & fax:

Deepa.P.Sheehan@courts.hawaii.gov & Fax: (808) 538-5802

2.8 CONTRACT AWARD

Award, if any, shall be made to the responsive and responsible offeror submitting the lowest Bid Price.

Responsibility of Bidder To be eligible for award, the apparent responsive low bidder recommended for contract award, if any, will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, worker's compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(C), Certificate in Good Standing (COGS) for entities doing business in the State of Hawaii.

The Contractor may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a

“Certificate of Vendor Compliance”. The HCE provides current compliance status as of the issuance date. In order to meet compliance, the certificate must indicate “COMPLIANT”. This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

2.9 Insurance. The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.
- c) Workers’ Compensation and Employer’s Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

2.10 CONTRACT EXECUTION

Successful offeror receiving award shall be required to enter into a formal written contract.

2.11 PERFORMANCE BOND

A performance bond is not required for this invitation for bid.

2.12 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Judiciary shall have the right, and the Contractor shall comply with any request, to remove personnel from all work on this project effective immediately upon notification by the Judiciary. Any such request from the Judiciary shall include a written statement indicating why removal of personnel is warranted.

2.13 WORK SCHEDULE

The work to be done shall be accomplished according to the Specifications. The Judiciary reserves the right to change the work schedule with the bid price remaining the same.

2.14 INSPECTION

All work done shall be subject to inspection and approval by the Officer-in-Charge so as to ascertain that the services rendered are in accordance with the Specifications and Special Provisions.

2.15 INVOICING AND PAYMENT

Contractor shall submit original and three copies of the invoice to:

The Judiciary of Hawaii
Office of the Chief Court Administrator
Fiscal Branch
Kaahumanu Hale
777 Punchbowl Street,
Honolulu, Hawaii 96813

2.16 OTHER SPECIAL PROVISIONS

2.16.1 STRICT PERFORMANCE

The parties, by the Agreement, recognizes that Judiciary has a right to insist upon strict performance by Contractor. Any failure by the Judiciary to insist upon strict performance of any provisions of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during any such breach, shall not constitute a waiver of any rights of the Judiciary under the Agreement.

2.16.2 CONFLICTS AND VARIATIONS

In the event of conflict or variation between the provisions of the document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

SECTION 3 - OFFER FORM

**INVITATION FOR BIDS NO. J19019
TO PROVIDE JURY BOX CHAIRS (252) FOR 18 COURTROOMS AT
KA`AHUMANU HALE**

OFFEROR: _____

Honolulu, Hawaii

_____, 2018

Financial Services Director
The Judiciary, State of Hawaii
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Director:

The following offer is made to provide the service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the proposal and the specifications for this contract, and understands that the Financial Services Director reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned hereby proposes to provide TO PROVIDE JURY BOX CHAIRS (252) FOR 18 COURTROOMS AT KA`AHUMANU HALE, JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 attached hereto and by reference made a part hereof:

for the TOTAL Bid Price of:

Dollars \$_____.

Per COURTROOM Bid Price of:

Dollars \$_____.

The undersigned represents: (Check one only)

- A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
 Other _____

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

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code _____

Business address (**Hawaii street address**): _____

City, State, Zip Code _____

Respectfully submitted,

Offeror: _____
(Exact Legal Name of Offeror)

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____ Fax No: _____

Email Address: _____

**KA`AHUMANU HALE
JURY BOX SEATING**

CONA 1171 CHAIR

