

State of Hawaii
Department of Land and Natural Resources
DIVISION OF FORESTRY AND WILDLIFE

Invitation for Bid

Anahola Mauka Community Stewardship Fences

Contents

I. Construction for Anahola Mauka Community Stewardship Fences Overview	2
II. Scope of Work and Specifications	2
III. Contractor and Crew Activities	7
IV. Pre-Proposal On-Site Inspection and Pre-Bid Conference	8
V. Terms and Conditions	9
Exhibit A – Anahola Mauka Stewardsdhip Fence Units	34
Exhibit B – Wedge-loc diagonal brace assembly	35
Exhibit C – Vehicle gate design	36
Exhibit D – Pedestrian gate design.....	37

I. Construction for Anahola Mauka Community Stewardship Fences Overview

Overview of Services Requested

The Division of Forestry and Wildlife (DOFAW), Department of Land and Natural Resources (DLNR), State of Hawaii (State) plans to construct four protective ungulate proof fences - each unit will be approximately 5 acres for a total of 1.8 miles (9,490 Linear Feet) of fence located within a portion of the northern section of Kealia Forest Reserve on the island of Kauai. The objective of the project is to restore and rejuvenate approximately 20 acres of land that has been degraded and neglected. Historically the area was used for sugar cane cultivation but in 2003 this area was added back into the forest reserve. The area was dominated by non-native vegetation *Albizia* (*Falcataria moluccana*) and Guinea grass (*Urochloa maxima*). In 2020, the area was cleared of *Albizia* and now there is an opportunity to utilize the area as a community stewardship space. These units will be focused on establishing native and culturally significant plantings as well as provide additional habitat for DOFAW's seed amplification and T&E management projects.

II. Scope of Work and Specifications

Summary of Work

Research, within the Hawaiian Islands, has demonstrated that feral pigs, which damage native vegetation and expose soil to erosion, pose a significant threat to the native biodiversity and watershed integrity of Hawaiian forests. Decades of pig control in Hawaii verify that the only successful method of completely protecting an area from feral pigs is to exclude the animals with a fence.

Description of the Terrain and Vegetation

The Anahola Mauka Stewardship project area is on State land in the Kealia Forest Reserve (TMK 4-4-7-001:003). The elevation ranges from approximately 800 to 1,000 feet. See Exhibit A.

The area is highly disturbed and is currently dominated by non-native shrubs and grasses, with no upper canopy trees. The topography is relatively flat.

Access to Installation Site

Access to the fencing site is by road, through Department of Hawaiian Homes Land (DHHL).

Weather conditions at the fence sites are relatively predictable and should not pose any major issues.

The Contractor shall be responsible for transporting all required fence materials from DOFAW Pua Loke base yard (4398D Pua Loke, Lihue HI 96766) to the site. Contractor shall be responsible for sanitizing all fence materials, tools, equipment and gear before transporting to the work site. The Contractor shall be responsible for transporting its work crew and equipment to the installation sites. DOFAW will have a forklift at the baseyard where material is currently located, but will not have equipment at fence site.

The Contractor is advised that this project occurs within the hunting unit C which allows hunting Friday through Monday, year-round. During hunting days, it is advised that the Contractor take all precautions necessary to avoid conflicts with hunters and to advertise their presence in the area including wearing hunter orange colors.

Equipment, Supplies, Transportation, and Labor

The Contractor shall be responsible for the provision of the necessary installation equipment, supplies, tools, and all labor required to install fencing as specified herein. The Contractor shall be responsible to provide their own transportation of all materials, crews, equipment and supplies to the site.

Contractor is advised that DOFAW shall not supply communications equipment. The Contractor is advised that DOFAW shall not supply personal protective equipment (PPE) for use when working in or around helicopters.

The Contractor may not use the DOFAW base yard as an office or staging area; for storage of tools, supplies, equipment, or other materials; or for overnight vehicle parking.

Site Preparation

The fence corridors have been mapped and will be delineated on ground. The area will already be cleared of brush. The Contractor shall be responsible for fence construction

and post construction clean-up. It is recognized that for installation purposes the contractor may choose to shift the flagged alignment slightly. The fence alignment may need adjusting prior to and/or during corridor clearing, and only after consultation with DOFAW.

There are no known archaeological sites within the fencing corridor, but if found they will be flagged and must be avoided. If the Contractor finds bones or cultural artifacts at any time during site preparation or installation, work must immediately cease and DOFAW notified immediately. All human litter and waste must be removed from the site at all stages of fence line installation.

Fence Materials

The contractor will have the following fence material available for **installation**:

- Fence rolls – Fixed-knot, Solid lock, bezinal coated, high tensile wire, and 48” height.
- T- Posts - Galvanized T-Posts 6 feet in length ("domestic" T133 galv.) – certified ASTM RR-F-221/3A; galvanized T-post type steel anchors ("domestic" T133 galv.)
- Fasteners - Bezinal coated clips, 11-gauge minimum 4 per T post; hog rings of 9-gauge, Bezinal; galvanized annealed straight wire (11-gauge equivalent); Wedge-loc diagonal brace set.

Contractor will **fabricate** and **install** the following:

- Gates - Vehicle (4) – 4’ x 20’ double swing vehicle gates.
- Gates – Pedestrian (8) – 4’ x 3’ spring loaded pedestrian gates.

Fence Installation – Minimum Specifications

1. General

Fences are intended to exclude all age classes of feral pigs and goats. The following specifications are necessary to ensure that the fence works as planned after installation and that it prevents feral ungulates from entering the area within the fence. A 48-inch-

high (4') fence will be constructed using rigid hog wire fence steel fence posts. The outside of the fence will be continuously skirted along the base.

The fences shall be approximately – Unit A 2,445 feet in length; Unit B 2,600 feet in length; Unit C 1,980 feet in length; and Unit D 2,464 feet in length. The fences shall be constructed with combinations of 48-inch-high bezinal coated hog wire fence.

The fence will be supported by six foot (6') galvanized coated T-posts sunk into to the ground at least two feet and placed no more than 6 feet apart, the entire length of the fence line; shorter galvanized coated fence anchors will be used between T-posts if necessary. If a post is not stable at a depth of two feet; the post will be pounded down until secure and a second post will be sunk two feet into the ground and secured to the first post.

The Contractor ensures spacing of T-posts no more than 6 feet apart. If the substrate is solid rock, a rock drill will be used. String and level will be used to keep new posts on center and plumb. Wire fencing will be installed within an inch of the ground surface. Woven wire will be attached with fence clips to each post at the top and bottom strand.

Note: All fence related obstacles such as bracing and guy wires for cornering, anchors, and other fence support structures shall be installed on the outside side of the fence (when possible) to provide a clear pathway on the opposite side so workers/staff can walk and maintain the fence consistently from one side. Corners must have a solid brace that maintains the tension of the fence and holds the corner post plumb and sturdy.

Woven wire shall not be deformed to adapt to variations in contour. "Bellying" is unacceptable.

2. T-Posts

T-Posts (6 ft.) will be spaced no more than 6 feet apart and closer when terrain dictates. At each change in angle of the fence line greater than 30 degrees, 3 posts shall be used to create the corner. One post shall be driven at the vertex of the angle and two posts shall be driven 4 feet from either side of the vertex post. Posts shall be driven into the ground to withstand 75 pounds vertical pull and any horizontal force that would cause the posts to be uprooted prior to being bent. The T-posts shall be driven by use of a tubular post driver or driving cap in a manner that will prevent damage to the T-post; a Post-mate type driver that attaches around the T-post may also be used. Steel posts shall be driven to a minimum depth of 24 inches. Standing trees or snags may not be used as fence posts. T-posts shall be driven perpendicular to the slope of the terrain so that the height of the fence is not compromised over steep terrain sections.

Anahola Mauka Community Stewardship Fences

3. Clips

Clips shall be twisted to wire and fence panels only tight enough to be secure. Over tightening to the extent of damaging the smooth wire or causing the clips to break will not be allowed. Both ends of the fence clips shall be properly tightened so that clips are not loose and there is no play between the clip and the T-post. Fence panels shall be attached with clips to the T-posts at the top and the bottom of the panel with two clips evenly spaced in between the top and the bottom and bent down for safe future inspections and maintenance. Clips shall be beznal coated.

4. Hog rings

Hog rings shall be used to connect sections of hog wires.

5. Wedge-loc diagonal brace set

Wedge-loc diagonal braces will be used for corner support where a change in angle of the fence line greater than 30 degrees, where each corner will have 2 brace sets, one in each direction to create the corner. See Exhibit B.

Gate Fabrication and Installation – Minimum Specifications

1. Vehicle gates

Vehicle gate shall be a 4' x 20' double swing gate. Side anchor posts shall be 6" schedule 40 pipe to support a 10' framed gate. Posts shall be at least 6' long, with 2' driven and secured in the ground, and 4' above ground, with top cap. Frame will be constructed from 1-7/8" schedule 40 pipe with 4-gauge hog panel welded to the frame. 1-7/8" schedule 40 pipe and hog panel can be provided by DOFAW. Contractor must supply its own 6" 6' long schedule 40 pipe. See Exhibit C for design.

2. Pedestrian gates

Pedestrian gate shall be a 4' x 3'. Side anchor posts shall be 2-1/4" schedule 40 pipe to support the 3'x4' framed gate. Posts shall be at least 6' long, with 2' driven and secured in the ground, and 4' above ground, with top cap. Frame will be constructed from 1-7/8" schedule 40 pipe with 4-gauge hog panel welded to the frame. Gate shall be spring loaded. The 1-7/8" and 2-1/4" schedule 40 pipe and hog panel can be provided by DOFAW. See Exhibit D for design.

III. Contractor and Crew Activities

Alien Plants and Animals

The Contractor will implement precautions to prevent the introduction of alien plants, animals and insects. Boots, equipment and materials (including fence materials) will be cleaned and inspected by the Contractor for seeds, eggs, larvae, etc., prior to delivery and entry into project area. All equipment and personal belongings must be treated to prevent the transmission of Rapid Ohia Death (ROD) if contractors are arriving from areas that this disease occurs or have been, prior to delivery and entry. ROD treatments must occur every time the contractor leaves Kauai and returns to Kauai. This area is close to known ROD trees and therefore sanitation protocol should be followed at the end of the contract to ensure boots, equipment and tools are cleaned before moving on to other projects around the island. The Contractor will also take precautions to prevent spreading alien plants already found at the fencing sites. The Contractor will remove all food, refuse, tools, gear, and installation scrap upon completion of work at each fencing site. Extra fence material may be left at the site for future repairs if desired by DOFAW.

Rapid Ohia Death (ROD) Sanitation Requirements

The overarching protocol for preventing the spread of ROD on Kauai is currently to avoid using clothing, footwear and other equipment that has been used in potentially ROD-infected areas. This is an area close to ROD infected trees and therefore the Contractor shall have designated field gear, equipment and tools that must be sanitized after leaving this site. Because of the known presence of *Ceratocystis huliohia* and *C. lukuohia* in the area, the use of 70% isopropyl (rubbing) alcohol or 10% bleach solution sprayed to sterilize tools, boots and camping gear should be systematic when moving between work sites. Extra care should also be taken for all gear, to prevent the spread of invasive plants, animals, and pathogens as follows.

Communication

DOFAW recognizes that the contractor may not work on the job continuously from start to finish. At the same time, DOFAW has management responsibilities that must be coordinated around the fence installation schedule. Thus, the Contractor shall notify Kauai DOFAW at least five (5) days in advance whenever work at the Project site is planned to begin and shall notify DOFAW within three (3) days of leaving the Project site if the Contractor plans to be away for more than one (1) week.

Project Completion

The Contractor will remove all scrap (e.g., wire mesh, smooth wire, damaged posts, and discarded spades), tools, and trash. Surplus materials such as fence posts will be arranged neatly near the fence line (or in stockpiles) and an inventory with their location(s) provided to DOFAW.

IV. Pre-Proposal On-Site Inspection and Pre-Bid Conference

Bidders are strongly advised to inspect the general fencing area prior to submitting a proposal. A pre-bid conference will be scheduled on **February 17, 2023 at 9:30am on site. Meet in front of Spalding Monument on Kealia Road.** Failure to visit the work area/installation site will in no way relieve the successful bidder from completion of the work in accordance with the specifications, terms and conditions herein to the satisfaction of the Contracting Officer's Representative.

The State reserves the right to purchase less or additional fence, add units, or modify the fence alignment and areas in the vicinity per the Special Conditions. A contract modification in the form of a supplemental contract requiring mutual agreement of the State and Contractor can be executed if the State seeks to purchase the installation of more than the proposed linear feet (LF) of fence. Prices for additional fence quantities will be based on the per-linear foot cost indicated in the proposal for fence installation. Prior to execution of a supplemental contract for additional fence, the Contractor shall file performance and payment bonds pursuant to the requirements of Section 3.6 of the General Conditions.

The successful bidder will enter into a contract with the State of Hawaii from which the Project will be executed with a State of Hawaii Purchase Order (PO). The bidder will also provide a **performance bond** and a **payment bond** for the Project and each subsequent PO to ensure completion of all projects to the specifications herein and payment of any materials, or labor debts.

The schedule below represents DOFAW's best estimate. If a component of this schedule is delayed, the rest of the schedule will be adjusted accordingly.

Advertising of Invitation for Bid	February 6, 2023
Deadline to Submit Written Inquiries	February 15, 2023
Voluntary Pre-Bid Conference	February 17, 2023 at 9:30am

DOFAW's Response to Written Questions	February 22, 2023
Deadline to Submit Bid*	February 27, 2023

*Offers must be submitted through the State of Hawaii eProcurement (HiePRO) system <https://hiepro.ehawaii.gov> by February 27, 2023.

Pre-Installation Conference

Contractor shall meet with staff from DOFAW soon after the award. Topics to be included at the meeting will be:

- Designation of responsible officials
- Correspondence procedures
- Labor standard provisions
- Changes in specifications
- Payments to the Contractor
- Safety program
- Communication
- Installation techniques
- Proposed installation schedule
- Alien plant and animal precautions
- ROD protocols
- Miscellaneous

Written Inquiries

Refer to the schedule above for deadlines to submit inquiries regarding this solicitation. Inquiries shall be made in writing via e-mail to: Mapuana.R.OSullivan@hawaii.gov. Written inquiries received after this date may be responded to at the discretion of the State.

V. Terms and Conditions

Authority of the State:

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as

long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

Bidder Qualifications:

Bidder shall provide in the proposal at least two (2) fence installation projects in the State of Hawai'i of at least 5,000 LF each.

Offer Form:

Bidder is requested to submit its offer using the exact legal name of the business as registered with the Department of Commerce and Consumer Affairs (DCCA), if applicable; and to indicate exact legal name in the appropriate space on Offer Form. Failure to do so may delay proper execution of the contract. All offers must contain all pages of the offer form packet including any schematics requested by this IFB.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Offer Form shall indicate bidder's intent to be bound. **Please upload a copy of the completed Offer Form when submitting bid on HlePRO. Retain the original to submit if selected for award.**

Contract Supervision:

Mapuana OSullivan, DOFAW Kauai Forest Management Supervisor, is the Contract Administrator, and can be reached at (808) 346-2338 or Mapuana.R.OSullivan@hawaii.gov, and will handle contract administration for this project and be available for on-the-ground questions and inspections.

Alternative Kauai DOFAW Point of Contact:

Scott Nelson, DOFAW Kauai Protection Forester can be reached at (808) 378-8002 or Scott.D.Nelson@hawaii.gov and will be available for on-the-ground questions and inspections.

Method of Award:

Offers must be submitted through the State of Hawai'i eProcurement (HlePRO) system. At the close of this solicitation the bids will be reviewed by the Contract Administrator. Award will be made to the lowest responsive responsible bid. All vendors are advised that they must be HCE compliant within 10 calendar days of the closing of the HlePRO solicitation. The bidder must provide a bid for all line items in the solicitation to qualify

for award using the "Offer Form". The bid with the lowest TOTAL COST will be the lowest bid.

Timing:

Performance of services requested under this contract shall be completed within twelve (12) months of issuance of the Notice to Proceed. The term of the contract will be for 12 months from the date on the Notice to Proceed. Upon mutual agreement of both parties and the availability of funds this contract may be extended for ONE (1) additional twelve (12) MONTH periods for a total term not exceeding TWENTY-FOUR (24) MONTHS.

Vendor Selection:

Vendor will provide the unit price for every item number in order to bid. The vendor with the lowest total cost (sum of all costs based on estimated quantity) will be selected. All offers must be submitted by **2:00 PM on February 27, 2023.** No late submittals will be accepted. The offer must include all Offer Form pages.

Contract:

The successful bidder will enter into a contract with the State for the line item prices identified by this solicitation. The term of the contract will be for 12 months from the date on the Notice to Proceed. Upon mutual agreement of both parties and the availability of funds this contract may be extended for ONE (1) additional twelve (12) MONTH periods for a total term not exceeding TWENTY-FOUR (24) MONTHS.

Notice of Award:

Upon execution of the contract the Contract Administrator will issue a written Notice of Award. However, no work shall commence. This will be notification that the contract has been successfully executed.

Fence Projects:

After Notice of Award has been issued, DOFAW will work with the contractor to install the fence with a State of Hawaii Purchase Order (PO). **For every PO, the Contractor will be required to submit two (2) bonds, a performance bond and labor payment bond for 100% of the PO price.** The State will prepare a PO for the quantities of each line item and provide to the Contractor. The Contractor will provide the required performance bond and labor and payment bonding and DOFAW will submit for processing. After the PO has been approved and the required bonds received, DOFAW will issue a Notice to Proceed to the contractor and work on that fence section may begin. The State has the discretion to allow extensions.

Payment:

The successful bidder will enter into a contract with the State of Hawaii from which fence projects will be executed with a State of Hawaii Purchase Order (PO). Partial payments may be invoiced every 30 days, at the completion of a line item, or at the completion of a project. Completed fence will be measured on site by DOFAW staff and inspected for compliance with specifications before payment.

General Conditions:

The State's General Conditions (AG-008 103D), shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.

Chapter 104, HRS, Wages and Hours of Employees on Public Works:

Bidder is advised that Chapter 104, HRS shall apply to this solicitation. The Bidder may access this Chapter on the State's website:

www.ehawaii.gov.org/government/html/index.html.

****Awarded contractor will provide weekly certified payroll to the Contract administrator.****

Contractor's License Required:

The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto. Due to the nature of work contemplated, bidders must possess a valid State Contractor's license, classification C-32 and/or A.

Subcontractors:

Bidder shall provide the name and contact information for any subcontractor to be used on the project. Failure to provide this information shall be grounds for bid rejection.

Insurance:

Bidder shall provide proof of insurance including: the insurance agent (company name), contact person and phone number, the insurance underwriter, and the policy number. Failure to provide such information shall be grounds for bid rejection.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether

Anahola Mauka Community Stewardship Fences

such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor(s) to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$2,000,000 combined single limit per occurrence for bodily Injury and property damage
Basic Motor Vehicle Insurance And Liability Policies	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, the Contractor shall be responsible for furnishing a copy of the policy or policies.

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

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

Irregular Bids:

No irregular bids or propositions for doing the work will be considered by the Board.

Withdrawal of Bid:

No bidder may withdraw his bid between the time of the opening thereof and the award of contract.

Successful Bidder to file Performance and Payment Bonds:

The successful bidder will be required to file performance bonds and labor and material payment bonds each for the total amount of each project price requisitioned by a purchase order per the "fence projects" section.

Change Orders:

No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Contract Administrator and in accordance with sub-section 4.2 of the General Conditions.

The Contractor shall clearly identify and inform the Contract Administrator in writing of any deviations from the contract documents at the time of submission and shall obtain the Contract Administrator's written approval to the specified deviation prior to proceeding with any work.

Wages and Hours:

In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his Bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Contract Administrator. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Contract Administrator.

Property Damage:

It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

Bidder's Responsibility to Provide Proper Superintendence:

The successful low bidder shall designate in writing to the Contract Administrator the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Contract Administrator in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Contract Administrator shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

Hiring of Hawaii Residents:

The Contractor shall comply with Act 68, SLH 2010, in the performance of; and for the duration of this contract. The Contractor shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees with shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

The requirements shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.

Public Convenience and Safety:

The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

Worker Safety:

The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawai'i. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

Other Health Measures:

Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a

person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.

Hawaii Business or Compliant Non-Hawaii Business Requirement:

Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.

Compliance with §3-122-112 HAR:

As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the selected bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. TAX CLEARANCE REQUIREMENTS (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawai'i State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) "Certificate of Compliance". (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers' Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawai'i State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
- C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) "Certificate of Good Standing". Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Preferably, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawai'i Compliance Express (HCE), which allows businesses to register online through a simple wizard

Anahola Mauka Community Stewardship Fences

interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance" indicating the bidder's status is compliant with the requirements of §103D-310(c), HRS, and shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

Campaign Contributions:

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Protest:

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows, or should have known, of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.

OFFER FORM

ANAHOLA MAUKA STEWARDSHIP FENCES, Kauai

Mapuana O'Sullivan, Kauai Forest Management Supervisor / Contract Administrator

Department of Land and Natural Resources

Division of Forestry & Wildlife

State of Hawai'i

3060 Eiwa Street, Room 306

Lihue, HI 96766

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto SPO GENERAL PROVISIONS and the AG General Conditions, Form AG-008 as revised attached separately; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

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

Payment address (other than street address below):

City, State, Zip Code:

Businesses address (street address):

City, State, Zip Code:

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address:

** _____

Exact Legal Name of Company (Offeror)

****If Offeror 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:**

Anahola Mauka Stewardship Fences

Item No.	Estimated Quantity	Unit	Description	Unit Price
1	9,490	LF	Construction / Installation of ungulate-proof fence	\$____/LF
2	4	Gate	Fabrication and Installation of vehicular gate(s)	\$____/gate
3	8	Gate	Fabrication and Installation of pedestrian gate(s)	\$____/gate
TOTAL COST:				

Offeror: _____

Name of Company

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Contractor's License No. _____

Experience Requirement:

1. Fence Project Name: _____

Date of completion: _____

LF of fence installed: _____

Contact Name: _____

Contact Phone: _____

Anahola Mauka Community Stewardship Fences

2. Fence Project Name: _____

Date of completion: _____

LF of fence installed: _____

Contact Name: _____

Contact Phone: _____

Commercial General Liability Insurance:

Insurance Agent (Company Name): _____

Contact Person: _____

Contact No.: _____

Insurance Underwriter: _____

Policy No.: _____

Subcontractors: If Offeror is using subcontractors for this project, Offeror shall provide the following information for each subcontractor:

1) _____

Name

Address

Contact Name

Contact Phone Number

2) _____

Name

Address

Contact Name

Contact Phone Number

3)

Name

Address

Contact Name

Contact Phone Number

Offeror: _____

Name of Company

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB No: _____

Title of IFB: ANAHOLA MAUKA STEWARDSHIP FENCES, Kauai

Pursuant to Section 103-55, Hawai'i Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS

Offeror: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT

(Reference §3-122-112, HAR)

Reference: _____
(Contract Number) **(IFB Number)**

_____ Affirms it is in
(Company Name)

Compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____

(Company Name)

Acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

1. **State of Hawai'i Contractor License Information** _____

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No: _____

Description: ANAHOLA MAUKA STEWARDSHIP FENCES, Kauai

Out-of-State Offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

Yes No

(Check only one)

- | | | | |
|----|--|-------|--------|
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. | Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by

Chapter 237, HRS, at the current 4% or 4.5%* rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103D-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

COMBINATION PERFORMANCE AND PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____,

(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____,

(Name and Street Address of Bonding Company)

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

(State/County Entity)

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

(Twice the Dollar Amount of Contract)

DOLLARS (\$_____) (being _____)

DOLLARS as performance bond and _____

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

WHEREAS:

The Principal has by written agreement dated _____ signed a contract with Obligee for the following Project: _____

_____,

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

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

AND IT IS HEREBY STIPULATED AND AGREED that no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining there to, or in or to the said Project.

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

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

The above-named Principal and Surety hereby jointly and severally agree with the Obligor that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefor after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment rendered thereon. If the full amount of the liability of the sureties on the bond is insufficient to pay the full amount of the claims, then, after paying the full amount due the Obligor, the remainder shall be distributed pro rata among the claimants. The Obligor shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject to section 3-122-225, Hawaii Administrative Rules.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED

BY A NOTARY PUBLIC

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Exhibit A – Anahola Mauka Stewardsdhip Fence Units



North Section of Kealia Forest Reserve Anahola Community Stewardship Project

20 acres - Total 9,490 LF

Unit A - 2445 LF

Unit B - 2600 LF

Unit C - 1981 LF

Unit D - 2464 LF



0 0.05 0.09 0.18 Miles

Anahola Mauka Community Stewardship Fences

Exhibit B – Wedge-loc diagonal brace assembly

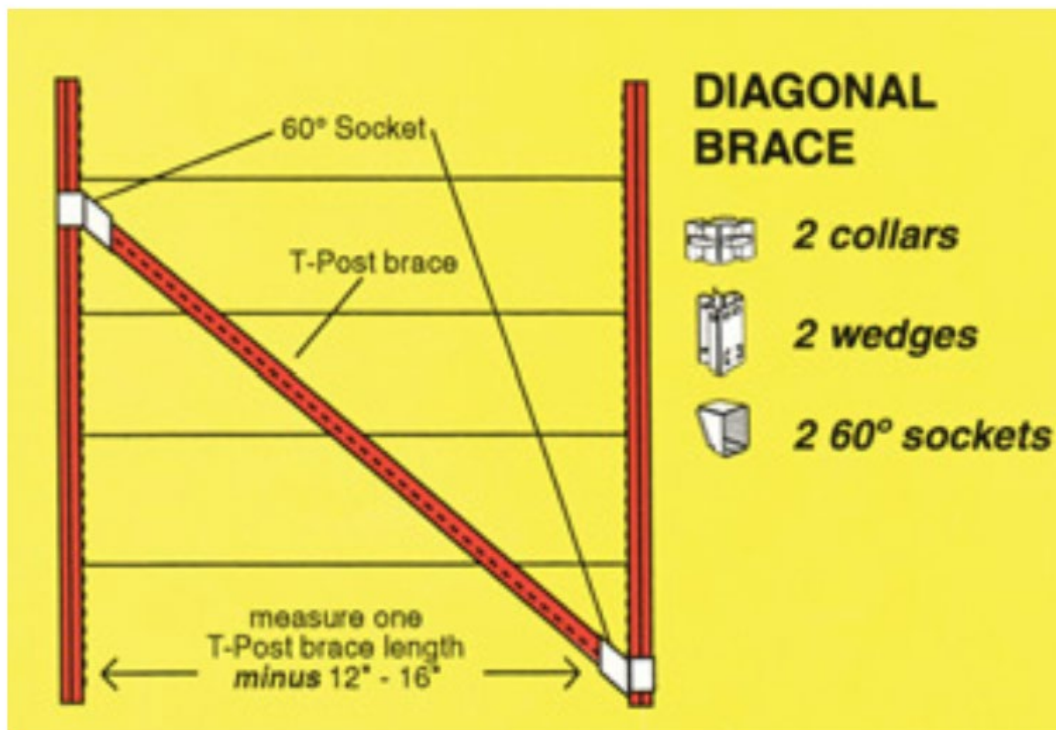


Exhibit C – Vehicle gate design

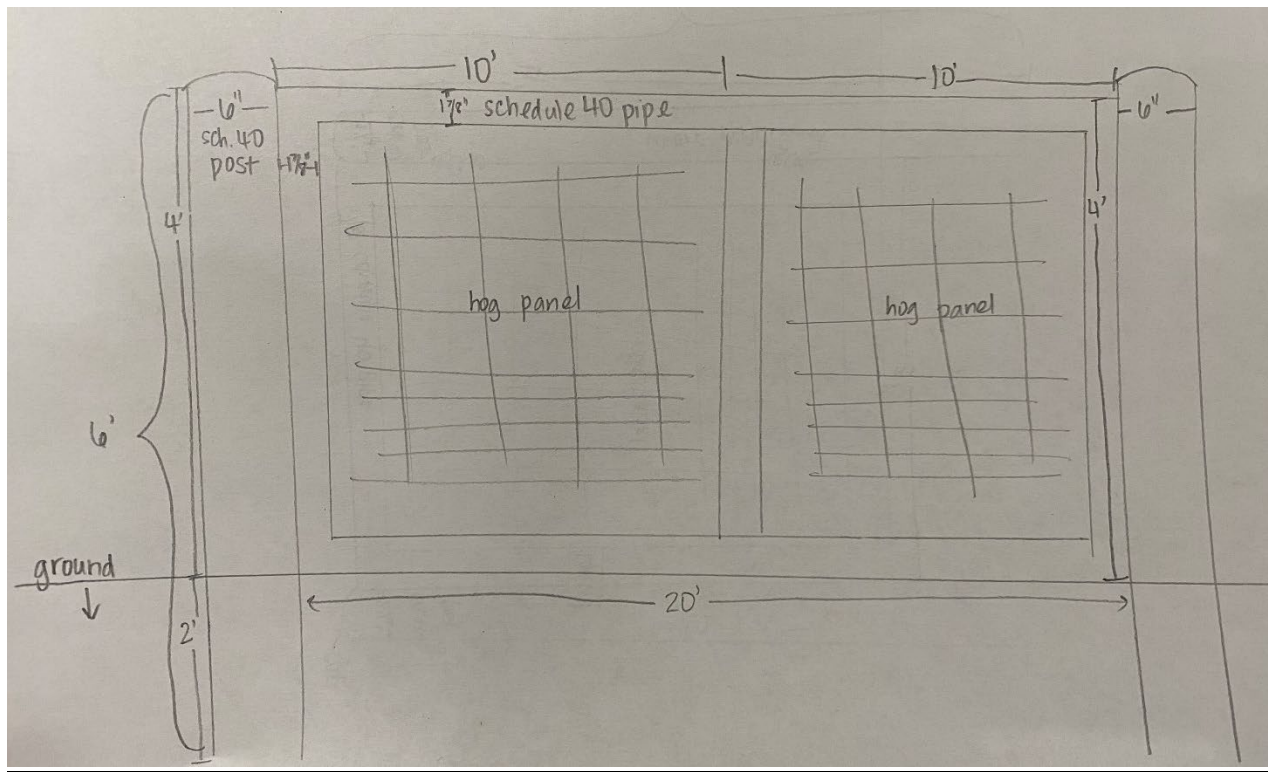


Exhibit D – Pedestrian gate design

