

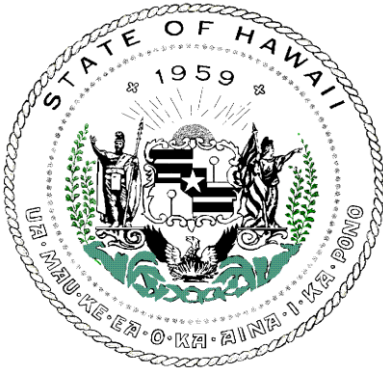
SEALED OFFERS

INVITATION FOR BID
MOLOKAI ACCESS ROAD REPAIRS 2023
MAUI

FOR
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
MAUI DISTRICT

HlePRO IFB
B23001919

NOTICE TO ALL OFFERORS



STATE DEPARTMENT OF LAND AND NATURAL RESOURCES

INVITATION FOR BIDS
HiePRO IFB
B23001919

SEALED OFFERS

MOLOKAI ACCESS ROAD REPAIRS 2023

FOR
DEPARTMENT OF LAND AND NATURAL RESOURCES,
DIVISION OF FORESTRY AND WILDLIFE
MAUI DISTRICT

WILL BE RECEIVED UP TO AND OPENED AT 4:00 P.M. (HST) ON

APRIL 14, 2023

THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIEPRO).

Request For Quotes
MO-MAUNAHUIROADREPAIRS-23
Molokai Access Road Repairs 2023

Pre-Bid Meeting

Date: Thursday, March 28, 2023
Time: 0900-1100
Location: Maunahui Cemetery (alongside road)

Bidder qualifications and requirements

A contractor's license type A or C-17 is required.

Vendor must provide insurance to State requirements.

Bid Offer of \$25,000 or higher will require Bid Bond of at least 5% of the offered amount. The bidder will also provide a performance bond and a payment bond to ensure completion of project to the specifications herein and payment of any materials, or labor debts.

Labor and Wage Rates will meet Davis Bacon rate requirements. The contractor will provide their own heavy machinery to accomplish the tasks, and the wage rates vary based on the type of machinery used. Contractors can visit the following website to determine the applicable wage rate for the power equipment operator group that best matches the type of machinery used: <https://sam.gov/wage-determination/HI20210001/6>

Weekly certified payrolls will need to be provided to the contract administrator.

Scope of Work

To repair and perform maintenance on existing firebreak/access/maintenance roads along the south slope of Moloka'i. This job may be partially awarded, based on funding availability and permissions for access.

All roads are unpaved dirt trails for 4x4 access. Approximate lengths for each section: (See Figure 1)

1. Maunahui to Waikolu Lookout – 9.3 miles
2. TNC – 3.1 miles
3. Makakupaia – 4.3 miles

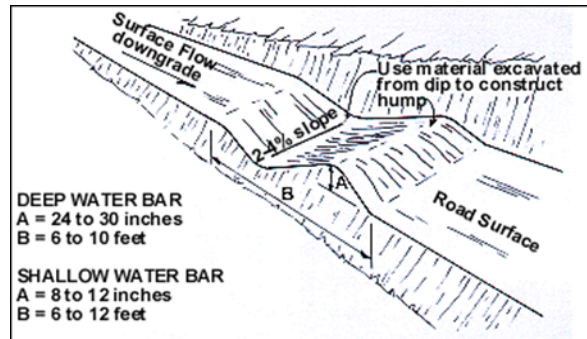
Job Specs:

Perform maintenance/repair of road sections.

Each pass will include the following:

1. Grade road to proper angle for proper water runoff to minimize impact of erosion.
2. Repair and maintain water diversions (throw-aways, water bars) where needed:
 - a. Repair/maintain existing water diversions where needed at top crown of slope 20% or more downhill to reduce drainage on slope.

- b. Repair/maintain existing water bars where needed at the base of any slope 20% or more downhill to reduce drainage on slope.
 - i. See picture for water bar specifications:



- c. In areas where water throw-away features do not exist, the contractor will install new water bars in areas that require them, which will be approximately every 200 feet
3. Fill ruts in road where erosion has occurred, may use dirt aggregate material that is available on-site.
 4. Fill sections of road where exposed rocks are present with dirt, base course or rock dust material.
 5. Maintain and repair roadside ditches and drainages that show signs of deep erosion.

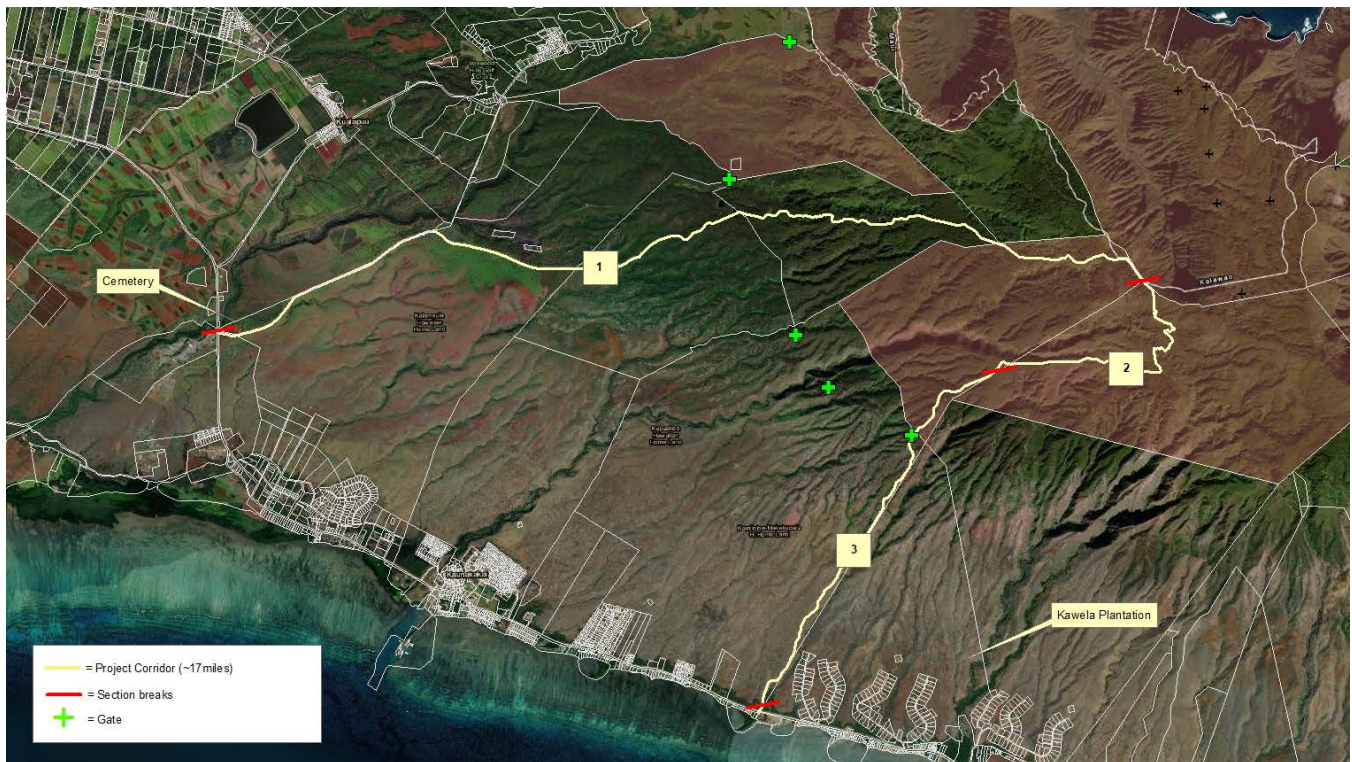


Figure 1 – Map of project corridor

Equipment

The Contractor shall be responsible for providing all equipment related to completing the roadwork.

Logistics

Contractor shall be solely responsible for all logistical arrangements for itself and its crew, including but not limited to all transportation, housing, meal, accommodations, and any associated costs, related to the Contractor's performance of this contract.

Road Construction

The Contractor shall be responsible for improving the road corridor to 15 feet wide and constructing water bars to prevent road erosion.

Sanitation and Safety

There are to be no fires (including smoking) and all waste products will be removed and disposed of in a legally run landfill.

1 – Vehicles Keep field vehicles clean. Tires/Tracks (especially treads) and undercarriage of vehicles should be hosed off after each field visit to avoid transporting weed seeds.

2 - Travel Routes and Trails Avoid carrying weed seeds from an infested part of the island of Molokai to these areas. If travel routes go through areas infested with invasive weeds, be conscious of the potential for spread. When leaving a weedy area and entering a more pristine area, transport of weed seeds can be reduced by carrying a small brush to clean shoe soles, pant legs, and packs. Stick to established and well used trails or travel routes to avoid spreading weeds off trail.

3 - Trash and Garbage Bring out your trash and unused foodstuffs. Do not bury trash in the field.

A detailed sanitation protocol from The Nature Conservancy is attached. See below.

**TNC Molokai Rapid 'Ōhi'a Death (ROD) Prevention and Sanitation Protocols
Information for Contractors and Researchers
Revised June 2019**

COMPLIANCE WITH THESE PROTOCOLS IS MANDATORY.

These protocols are not meant to be applied when working with known ROD infected trees.

Field Gear/Materials/Equipment

- **No gear used on the Big Island, Oahu Island or on Kauai in the past 12 months is allowed at the TNC property or any TNC field sites.**
- Refer to standard Gear Sanitation Protocols, which are below. All standard protocols must be followed in addition to those outlined here.
- Contractor/Researcher must use **Molokai dedicated gear** during all work in Molokai Preserves, including rain gear, back packs, boots and/or hiking shoes, gaiters, tents, and thermarests.
- Site-specific gear shall be stored separately whenever possible.
- Thoroughly inspect for seeds, dirt, and plant parts and remove. Make sure all gear is clean prior to placing in garage, container, or shed.

- Sanitation of boots: Thoroughly scrub/wash all visible dirt, plant material, etc. from boot surfaces. Be sure to pay special attention to the sole grooves and any crevices that may trap soil. Spray with 70% rubbing alcohol or 10% bleach solution..
- All cutting/digging tools must be sanitized to remove visible dirt and other contaminants. Tools should be clean before entry and use in Kamakou Preserve and other forested areas of Molokai. Remove all dirt and then spray with alcohol.
- Use pump sprayers when spraying alcohol or bleach solution - need to saturate high-risk areas like backpack seams and boot laces.
- For any gear not dedicated to Kamakou, gear should be disinfected with **a fresh 70% isopropyl alcohol or 10% bleach solution**. Wash any clothing that was worn in hot water and detergent, and dry on high heat.
- If using cargo nets to transport material into a field site via helicopter, thoroughly wash the nets with a high-pressure washer and inspect for seeds and mud prior to loading. Spray off net with 70% isopropyl alcohol (dedicated herbicide sprayer for this use) after initial cleaning.

Once ROD has been detected on Molokai, the following vehicle decontamination will go into effect:

Vehicles – Between Field Sites

- Pressure wash all vehicles after off road use.
- Makes sure to wash all undercarriage and tires and any area that may harbor soil.
- Wash vehicles with detergent, paying particular attention to removing dirt and organic material from the undercarriage, truck bed, bumpers, and wheel-wells. Clean all dirt and organic material from interior of vehicle. Wash floor mats with soap and water then spray floor mats with 70% rubbing alcohol.
- Use a 10% bleach solution (mixed the day of use) in a pump sprayer to disinfect tires and undercarriage and/or muddy areas.
- Spray off the vehicle washing area with the same bleach solution after vehicle cleaning as the decon area.

IF A SUSPECT TREE IS FOUND:

Best methods and practices for sampling suspected ROD-infected trees are constantly evolving.

If you see an ‘ōhi‘a tree whose entire crown or major limb has turned brown within a few days or weeks, **Take a GPS point and pictures, and notify the TNC Director (emisaki@tnc.org) and MoMISC (lbuchanan@tnc.org) right away (within 24 hours).**

ROD symptoms:

- Crowns of ‘ōhi‘a trees that appear healthy turn yellowish or brown within days to weeks; dead leaves remain on branches for some time.
- All ages of ‘ōhi‘a trees can be affected and can have symptoms of browning of branches and/or leaves.
- If a tree with ROD is cut down, or a section of the tree is removed, the fungus shows up as dark staining in the sapwood along the outer edge, and there may be an over-ripe fruit-like odor. Presence of wood staining does not necessarily mean that a tree has been infected by *Ceratocystis*.

- Trees within a given stand die in a haphazard pattern; the disease does not appear to radiate out directly from infected or dead trees.

*For updated information on *Ceratocystis luku‘ōhi‘a* and *Ceratocystis huli‘ōhi‘a* (a.k.a. *Rapid ‘Ōhi‘a Death*), visit www.rapidohiadeath.org*

Gear Sanitation Protocols

Hawai‘i’s natural resources management crews work in a variety of habitats in the course of their conservation work. These different habitats likely have weed strata that reflect the climate, elevation, or relatively pristine nature of the sites.

As a result, managers should be keenly aware of the composition of those various weed strata, especially in terms of priority invasive plants.

While other people besides conservation workers may frequent these assorted places, and possibly transport weeds seeds in their gear, it is imperative that conservation workers hold a much higher standard that reflects their value to protect natural areas. Any complacency in this regard only will undermine the huge effort made to preserve native ecosystems.

FOOTWEAR: When working in areas where seeds of highly invasive plants are likely to be in the soil, footwear should be inspected and cleaned (on site when possible) prior to entering vehicles.

This can be done with water and a shoe brush, disposing of the debris in 1) a known contaminated site, 2) a site that will have continued monitoring, or 3) trash receptacles, all depending on the severity of the species.

While the extremely tiny seeds of plants like melastomes are one of the greatest concerns, they may need mud or fruit pulp to adhere to footwear.

Grass seeds, on the other hand, are notorious for sticking to even dry boots.

An often overlooked aspect of cleaning footwear is the collection of seeds (especially grasses) inside the tongue and laces of boots. This requires a thorough inspection of laced footwear and is the main reason that rubber boots are often suggested.

In all cases, the insides of footwear should be inspected and brushed as well.

RAINGEAR: The seams of most raingear make them susceptible to hiding tiny seeds within the flap. Even raingear that is dedicated to certain sites known to harbor highly invasive plants should be periodically washed. This can be done in a tub containing 5% bleach in water, with disposal going into a place routinely monitored for any seedlings.

For less severe species, a hose can be directed at the seams, or they can be dry brushed. Also make a point of cleaning any pockets. The guidelines for where any debris is disposed of can be similar to that of footwear.

PANTS: Cloth pants are more difficult to separate as gear than rainpants, and therefore should be viewed in the same context as other working gear. They could be easily overlooked when removing and cleaning other gear, and contaminated pants could even be inadvertently worn inside vehicles. At some sites, it is not always practical or modest to be removing pants upon return to the vehicle. Provisions should be made to anticipate removal of pants (also shirts, hats, and socks) contaminated with mud from an area with highly invasive plants, such as wearing shorts underneath.

Again, depending on the severity of the weed and potential for contamination, change of clothing should be waiting for workers upon return to the vehicle.

PACKS: One of the most overlooked aspects of sanitation procedures is the pack.

Some workers make special effort to hang their packs above ground, while many other set them down in contaminated mud or weed debris.

As in raingear, packs contain many seams or netting material that readily adhere seeds. All sections of the pack, including the inside, should be examined for hitchhiking seeds or mud. Disposal guidelines as listed above.

GLOVES: If gloves are worn in areas where tiny seeds of invasive plants could be in mud or debris, they should be separated and washed as recommended above. In some cases, gloves should be dedicated gear per specific weed.

TOOLS: Machetes, hip chains, flagging tape, radios, GPS, spray bottles, and other supplies and tools that accompany crews into invasive plant work sites are sometimes just as susceptible in carrying unwanted seeds as personal gear. An example is the machete scabbard, which has an interior that no one looks at (cleaning a used scabbard will reveal dirt that has been hidden for some time).

According to the site and severity of the weed, this gear should be designated for use on a specific plant, or at the least, routinely inspected and cleaned.

Extra precaution should be taken for any camping gear used at such sites.

Disposal areas for debris the same as listed above.

GEAR CONTAINMENT: Once work is completed at a site and personnel return to the vehicle, provisions should be made for storage of the potentially contaminated gear. Gear designated for use on a particular species should be stored as such, with clear writing indicating the use. Large poly tubs are practical storage for these items, and plastic trash bags may provide an additional layer to contain boots, packs, and muddy clothes. This procedure minimizes the potential to contaminate the work vehicle.

VEHICLES: Wash all vehicles after off road use if moving between sites. Make sure to wash all undercarriage, tires and any area that may harbor soil. Wash vehicles with detergent, paying particular attention to removing dirt, debris and organic material from the undercarriage, truck bed, bumpers, and wheel-wells. Clean all dirt and organic material from interior of vehicle with vacuum. Wash floor mats with soap and water. **NOTE: IF ROD has been detected on island, the stricter protocols for vehicle decontaminations will apply.**

INSECTS ETC.: Also be aware when entering natural areas to avoid carrying roaches, ants, spiders, etc., in packs and supplies. Gear and food items should be inspected prior to going into natural areas.

COMMON SENSE: This task becomes much easier when personnel anticipate what challenges they will encounter when following sanitation procedures.

Each crew should have the same understanding of the priority weeds and their locations.

Knowing aspects of the target plant, such as seed size and likelihood to be in the soil or air, can help crews address the necessary precautions. As crews become confident in following these procedures, they can also be confident they are part of the solution and not the problem of vectoring priority weeds.

Project Supervision and Administration

Lance De Silva, DOFAW Forestry Program Manager or his delegate will handle administration for this project at the local level and all on-the-ground coordination between the Contractor and DOFAW. Mr. De Silva can be reached by mobile telephone at 808-873-3980, or email at lance.k.desilva@hawaii.gov . The State may change the Administrator or delegate at any time.

Timing

Schedule of Key Dates: The schedule below represents DOFAW’s best estimate of the schedule. If a component of this schedule is delayed, the rest of the schedule will be adjusted accordingly.

Solicitation Posting	March 17, 2023
Pre-Bid Meeting	March 28, 2023
Deadline to submit written inquiries	March 31, 2023
DOFAW’s Response to Written Questions	April 7, 2023
Deadline to Submit Bid*	April 14, 2023

The State will issue Purchase Orders sequentially for each road section. Performance of services for each road section shall be completed within two months (2) months of issuance of each Purchase Order. The Maunahui and TNC sections will be prioritized first.

1. This job includes private land in the following areas:
 - a. The Nature Conservancy – Molokai (Kamakou Preserve)
2. Prior to entering the sections of this job on private land, at the discretion of the private landowner, the successful bidder (vendor) shall sign and deliver a Right of Entry agreement in a form satisfactory to the private landowner containing, among other things, the agreement of each such vendor that such entry shall at all times be in full compliance with the terms and conditions of this job including, but not limited to, the insurance requirements set forth in the scope of work, and the undertaking of each such vendor to indemnify, defend, and hold harmless the private landowner from and against any claims, demands or damages for personal injury, death, or property damage arising from the activities of such vendor on the land.
3. Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:
 - a. "The [insert name of private landowner for each respective area] is added as an additional insured as respects to operations performed for the State of Hawaii."
4. No fires.
5. In the event iwi (bones) or other archaeological or cultural features are discovered at any time during the road improvement work activities described in this Contract, the Contractor shall cease all work/activity and notify the Conservancy/State immediately of the specific location and type or nature of the item(s) found.

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 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.

Coverage Limits

**Commercial General Liability \$2,000,000 combined single
(Occurrence form) limit per occurrence for bodily
injury and property damage**

**Basic Motor Vehicle Insurance BI: \$1,000,000 per person
and Liability Policies \$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.

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.

Wages and Hours:

In accordance with sub-sections 7.3 to 7.9 of the Interim General Conditions dated October 1994 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. This project is in a remote region that may require work on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day, and/or at night. Work during these times will be permitted subject to approval 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 always conduct construction operations with due regard to the convenience and safety of the public. 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 Hawaii. 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 always be provided 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 Hawaii 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 Hawaii 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 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" 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

Molokai Access Road Repairs 2023

Lance DeSilva
Department of Land and Natural Resources
Division of Forestry & Wildlife
State of Hawaii

Dear Sir:

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.: _____

Name and Title (Please Type or Print)

Fax No.: _____

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:**

Item No.	Description	Cost
1	Maunahui to Waikolu Lookout – 9.3 miles	
2	TNC – 3.1 miles	
3	Makakupaia – 4.3 miles	
Total:		

Offeror: _____
Name of Company

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Contact Person: _____

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

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 thereto, 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 Obligee 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 Obligee, the remainder shall be distributed pro rata among the claimants. The Obligee 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