

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

**Invitation for Bid #B23002582**

Fence Construction for Laau and Namolokama Fences

**I. Fence Construction for Laau and Namolokama Fences**

**SECTION ONE: 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 two protective ungulate proof fences - Laau 655 meters (0.4 mile or 2150 ft.) in length; Namolokama 445 meters (0.28 mile or 1460 ft.) in length, located within a portion of Halelea Forest Reserve, Bishop Estate and Brue Baukol Capital Partners Lands, on the island of Kauai. This is part of a suite of projects outlined in the Kauai Watershed Alliance (KWA) Management Plan. The objective of the project is to protect and preserve approximately 200 and 400 acres of mountaintop plateau on La'au and Namolokama respectively from hooved animals. *See Exhibit A.*

**SECTION TWO: 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. Feral goats also pose a threat and must be fenced out of important watershed areas.

**Description of the Terrain and Vegetation**

The Laau and Namolokama project areas are on State land in the Halelea Forest Reserve (TMK 4-5-4-001:001), Bishop Estate lands in Lumahai (TMK 4-5-7-001:001) and Brue Baukol Capital Partners in Wainiha (TMK 4-5-8-001:001). The elevation ranges from approximately 3,500 to 4,400 feet. Shapefiles of the fencelines are available here:

[https://drive.google.com/drive/folders/1tymFEfCLIEtNmW6pSHe\\_pRg8WR7aGZC-?usp=share\\_link](https://drive.google.com/drive/folders/1tymFEfCLIEtNmW6pSHe_pRg8WR7aGZC-?usp=share_link)

IFB Laau and Namolokama Fences

The montane wet forests of these areas are characterized by an Ohia-Olapa canopy with the understory and open spaces dominated by a mixed assemblage of native sedges, grasses, herbs, shrubs and ferns interspersed. The topography is irregular with meandering streamlets, ridges and gullies, and associated bogs.

### **Access to Installation Site**

Access to the fencing sites are by helicopter ONLY. Both sites have an LZ or potential LZs very close to them. Laau has a cleared LZ on the north end very close to the fence. Namolokama has no LZ yet, but there are some open draws where a helicopter could easily be landed. The closest draws on Namolokama may require clearing of dead snags. Other naturally open LZs on Namolokama are just a short ways further off.

Weather conditions at the fence sites are at times extreme and may change rapidly. Therefore, the work activity is weather contingent, and the Contractor must have a flexible schedule and be able to respond when weather conditions allow access. Suitable helicopter landing sites exists near the fence routes and may be brushed, or otherwise cleared of any vegetation overgrowth, by the contractor to improve safety.

The Contractor shall be responsible for storing and transporting all required fence materials. 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 not provide any helicopter transport for the contractor's crew, equipment or materials. The Contractor shall coordinate its work schedules, timing and other relevant communications directly with their Helicopter Contractor. In addition, the State's Project Coordinator and KWA Coordinator shall be notified at least five (5) days in advance of proposed work and flight schedules and included in pertinent communications affecting the project.

The Contractor is advised that endangered seabird and forest bird species may be present and/or nesting along the proposed fence line and may restrict Contractor activities during the contract period. Protected forest bird species occur along the entire forested stretch of the fence project and ground-nesting seabirds may inhabit steep portions of each of the contracted project areas.

### **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 delineated and flagged. The Contractor shall be responsible for brushing a fence corridor, 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 and KWA Coordinator staff. Upon approval, the Contractor may re-align the fence to straighten alignments, to adjust corners, to avoid certain trees and shrubs, and to avoid any rare plants or nesting birds. The Contractor shall be responsible for brushing (removing) some vegetation in up to a five-foot corridor on either side of the final or corrected fence alignment (no more than ten feet total) as the fence shall be constructed at or near the midpoint of the clearing. The contractor should minimize clearing wherever possible to reduce impacts to native vegetation. Additionally, the contractor shall be responsible for removal of standing dead trees (snags) even when just outside the brushed corridor, if they could pose a serious future threat to the fence when falling. This may include some shrubs, ferns and both non-native and native vegetation. Brushing of plants along the fence corridor should only remove those plants that may hinder fence construction or future fence inspections and be placed in designated areas to avoid any conflicts with fence maintenance or endangered species in the area. Note that it is not necessary to remove all vegetation, but unstable limbs which are damaged, dying, dead or rotting should not overhang the constructed fence since they have a greater chance of falling onto the fence in the future. In addition, large healthy native trees shall be avoided as much as possible. Should Ohia trees need to be limbed or removed the open wounds should be treated with Spectracide to discourage beetle infestation and minimize risk of exposure to *Ceratocystis* or other pathogens.

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. The entire fence line is within endangered species occupied and unoccupied habitat and thus extreme caution must be used during clearing and installation of all phases of the fence line. The State and KWA have conducted biological surveys and has flagged all known

IFB Laau and Namolokama Fences

rare species locations. Contractor will be responsible for not damaging those resources. All human litter and waste must be removed from the site at all stages of fence line installation.

## **Fence Materials**

DOFAW has purchased the fence materials and will provide the contractor the following materials:

- Fence panels - Hot dipped, galvanized 50" X 16' combination panels, 4-gauge, graduated spacing, 13 horizontal bars - certified to specification ASTM A116-87. 13 strands/panel.
- Fence rolls (used for hog proof apron) – Hinge joint 12.5 gauge, bezinal coated, high tensile wire, and 39" minimum height.
- T- Posts & anchors - 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.), 24-inch concrete pins.
- Fasteners - Bezinal coated clips, 11-gauge minimum 4 per T post; hogrings of 9-gauge, Bezinal; galvanized annealed straight wire (11-gauge equivalent).

If the contractor seeks to use materials in addition to or to replace the listed materials (at their own cost), the contractor must submit in writing a list of their proposed materials at least 14 days before bid opening. These must be at the same or higher quality to complete fence installation. DOFAW will issue an addendum prior to bid opening indicating whether those materials are acceptable. These materials are available for the contractor to pick up at the DOFAW baseyard in Līhue. The contractor will be responsible for picking up the materials from the baseyard, washing the material to remove weed seeds and pests, and delivering the materials to the site.

The contractor will be responsible for providing the materials for the gates and building them to the following specifications.

- Gate (1) – Step through gates will be elevated 32 inches from grade and will be framed with 1½" galv. pipe. Two 6-foot by 2 ¼" posts frame the gate and secure the fence (concreted at 24" below grade). Gate frames to be welded. [hardware - gate hinges, springs, ¾" nuts, bolts, washers]. All pipe is schedule 40 (see illustrative renderings, gate design example pictures). The contractor will also be responsible for providing the materials for the gates.

## **Fence Installation – Minimum Specifications**

### **1. General**

IFB Laau and Namolokama Fences

Fences are intended to exclude all age classes of feral ungulates present (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 50-inch-high fence will be constructed using rigid combination panel fence. The outside of the fence will be continuously skirted along the base.

The fences shall be approximately – Laau 655 meters (0.4 mile or 2150 ft.) in length; Namolokama 445 meters (0.28 mile or 1460 ft.) in length. The fences shall be constructed with 50-inch galvanized combination panel, and 39-inch hog apron.

The Contractor ensures spacing of posts and T-posts no more than 8 feet apart (no less than 3 t-posts along the length of a panel (1 on each end and at least one in between). 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. Hog proof apron will consist of the 39-inch woven wire attached to the vertical fence by hog rings to the lowest visible (exposed) fence strand, connected with a hog ring no more than 12 inches apart. . In all areas, the contractor should use anchors made from 24” concrete anchors. In boggy areas, contractor will use panels for the apron, to be attached with the bottom strand of the vertical fence.

Note: Corners must have a solid brace that maintains the tension of the fence and holds the corner post plumb and sturdy. Anchors used to hold the apron down will be pounded into the ground so that the top of the anchor is flush with the surface of the ground. Concrete pin should not be in direct contact with skirting if electrolysis would occur as a result. 9 gauge galvanized smooth wire should connect the skirt to the anchor.

Where a radical change in slope occurs, panel will be used and a new section started at an angle that better matches the terrain. New sections of panel will be cut to match the angle of posts on either end. Posts and braces will be used at these locations. Contractor shall ensure that the State DLNR shall get the benefit of all applicable manufacturer’s warranties; and all fence materials shall remain as the property of the State.

## 2. Fence panels

Fence panels will be hot dipped galvanized 50 inches by 16-foot combination panels, with graduated spacing and up to 13 horizontal bars. Panels must be positioned so that the smallest eyes are on bottom. Panels will be attached to pounded T-posts using fence clips or 9-gauge smooth wire. At each T-post the panel shall be attached at a minimum of 4 places; one along the top horizontal, one along the bottom horizontal, and two places evenly spaced in between.

Panels shall be flush along the ground. In situations where the ground is uneven, the ground must first be graded to accommodate the fence panel. In event that grading is not enough, fence panels can be cut to accommodate the shape of the terrain. Successive panels shall be attached using hog rings. When attaching two successive panels, a minimum overlap of two columns of squares must occur to ensure that flex in the fence is minimized. Adjoining panels must also must align and be hog-ringed along the vertical (not the horizontal) axis. Securing adjoining panels on the horizontal axis will cause the adjoining panels to slide apart when pressure is applied at that spot in the fence; this sliding apart of adjoining panels is unacceptable. Securing adjoining panels along overlapping vertical axes (schematics) is the only way to avoid slippage between adjacent panels and is the only acceptable method for connecting panels. A minimum of 8 hog rings shall be used to connect adjoining panels; 1 shall be used at each of the 4 corners where the two panels overlap, and the other 4 shall be used at additional areas as needed. Panels may be bent to accommodate slight changes in angle of the fence line. However, when sharp angles are encountered (60 degrees or more) panels should be cut and opposing verticals of the two panels should be interlaced and bent back on themselves

### 3. T-Posts

T-Posts (6 ft.) will be spaced no more than 8 feet apart and closer when terrain dictates. Each panel connection will have a post. At each panel 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.

On areas that are particularly boggy where t-posts may need to be sunk to a lower depth, a T-post should be sunk to the needed depth and then an additional post will need to be placed alongside it to reach the desired height.

### 4. 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 bezinal coated.

#### 5. Apron

Apron shall be continuous, of (39) inch high tensile steel woven Bezinal coated hog wire fabric (or panel in boggy areas). The apron shall be connected to the lowest visible fence strand with 9 gauge hog rings no more than every 12 inches. The side with the smallest eyes should be the side connected to the fence. Hog wire will be stretched horizontally over the ground on the outside of the fence (meaning the south side of Namolokama and the west side of Laau) The apron mesh shall be secured to the ground using the 24” anchors. A tie wire shall be attached to the anchor through the hole provided in the spade and then tied to the apron mesh. When anchors are required, they shall be spaced no more than 15 feet apart.

The bottom apron will be on the ground surface, or no more than 2 inches above the ground surface. Ground surface is the actual soil surface and not the vegetation mat. The vegetation mat and soil shall be removed manually along the fence line as required, to allow proper installation of the fence.

Where obstacles such as rocks or large roots appear, either these items must be removed, or the skirt must be installed to fit tightly around these surface irregularities. Where the skirt is cut to accommodate objects, or the hog wire roll ends, the strands of wire must be bent down and secured into the ground to avoid becoing a poking hazard.

#### 6. Hog rings

Hog rings shall be used to secure the apron to the bottom of the panel fence as described in the apron section above.

#### 7. Gates

One (1) step-over style pedestrian access gate will be installed on the the Namolokama fence. The Laau fence will not require a gate of any sort. See Exhibit E.

## **II. Contractor and Crew Activities**

### Camps

Camps will be at designated locations in the general project area. DOFAW/KWA staff will coordinate with the Contractor on appropriate camping locations. Only one camp location will be permitted for Laau and one camp location permitted for Namolokama.

### 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. The Contractor will also take precautions to prevent spreading alien plants already found at the fencing sites. All materials shall be power washed prior to transport to the construction site. For contractors arriving from other islands, please perform these tasks prior to transporting your equipment and personal gear to Kauai. The DOFAW and TNC/KWA Project Coordinators reserve the right to inspect all gear prior to deployment to ensure cleanliness. 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 or KWA Coordinators.

### 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. All camping and landing permits required for any camping and landing to be conducted on State land must be acquired at the Kauai DOFAW Office prior to the commencement of work. Camping and Landing on Private lands will not require said permits from DOFAW.



## 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 or pipe will be arranged neatly near the fence line (or in stockpiles) away from cliff tops and ridge lines 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. Forest habitat can be examined by doing a “fly-over” of the installation site. A pre-bid conference will be scheduled on June 5, 2023 at 9:00am on a virtual platform. The meeting link is here: [Click here to join the meeting](#). Topographic and logistic conditions present difficulties that are not typical for fence installation projects. 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 successful bidder will enter into a contract with the State of Hawaii. If additional fence is required beyond the 3,400 ft in this contract, the State will add a contingency to the contract or create a supplemental contract for additional fence needed at the following per-foot rate: Total bid divided by 3,400. The bidder will also provide a performance bond and a payment bond for the Project 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.

Deadline to Submit Written Inquiries	June 6, 2023
DOFAW’s Response to Written Questions	June 12, 2023
Bid due date	June 26, 2023
Contract awarded	July 1, 2023
Contract notice to proceed	September 1, 2023

\*Offers must be submitted through the State of Hawaii eProcurement (HiePRO) system <https://hiepro.ehawaii.gov> by the date indicated in HiePRO, as amended.

### **Pre-Installation Conference**

Contractor shall meet with staff from DOFAW and KWA coordinator 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
- Helicopter transport
- Proposed installation schedule
- Camping guidelines and restrictions
- Alien plant and animal precautions
- ROD protocols
- Miscellaneous

### **Written Inquiries**

Inquiries regarding this solicitation are due June 6, 2023. Inquiries shall be made in writing via e-mail to: Emma.Yuen@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 Bid Security in acceptable form pursuant to HRS 103D-323 and HAR 3-122-222. Bid Security must be submitted BERORE Offer Due Date & Time.**

Bidder shall provide in the proposal at least two (2) fence installation projects in remote (requiring helicopter transport of materials and/or crews) and rough terrain in the State of Hawai‘i of at least 3,400 LF each.

A contractor’s license is NOT required for this project.

**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 HIePRO. Retain the original to submit if selected for award.**

**Contract Supervision:**

Mapuana OSullivan, Kauai Forest Management Supervisor, is the Contract Administrator, and can be reached at (808) 346-2338 or [Mapuana.R.OSullivan@hawaii.gov](mailto:Mapuana.R.OSullivan@hawaii.gov), with assistance from the Kauai Watershed Alliance (KWA) coordinators Lucas Behnke and Mele Khalsa, will handle contract administration for this project and the coordinators will be available for on-the-ground questions and inspections. The State may change the Contract Administrator or delegate at any time.

**Method of Award:**

Offers must be submitted through the State of Hawai‘i eProcurement (HIePRO) 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 HIePRO solicitation. The bidder must provide a bid for all fences (Laau and Namolokama) 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 contract may be extended by agreement in

writing for three (3) additional twelve-month periods. Any extension must be made 90 days prior to expiration date.

**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 the date indicated in HIePRO, as amended. No late submittals will be accepted.

**Notice of Award:**

Upon execution of the contract the Contract Administrator will issue a written Notice of Award.

**Fence Projects:**

After Notice of Award has been issued, DOFAW will draft a contract. The Contractor will provide a performance bond and labor and material payment bonding and DOFAW will submit for processing. After the contract 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.

**Payment:**

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 or TNC 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.

The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications and are referred to hereafter as the Interim General Conditions.

It is understood that the contract will include Forms AG-015 Special Conditions, AG-008 General Conditions and Interim General Conditions. In the event of a conflict between conditions, Special Conditions shall take precedence, followed by the General Conditions, and the DLNR Interim 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/government/html/index.html](http://www.ehawaii.gov/government/html/index.html).

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

The job class used for this remote fence project is “Chain-link fence erector.”

**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 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.

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
<b>Commercial General Liability (Occurrence form)</b>	<b>\$2,000,000 combined single limit per occurrence for bodily Injury and property damage</b>

**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.

In addition, Bishop Estate and Brue Baukol Capital Partners, Hawaii private corporations will be added as additional insured on the liability insurance for the work on the private land sections of the project. All contractor staff will be required to sign a landowner waiver form prior to accessing the private lands.

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. This project is located 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 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 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**

LAAU AND NAMOLOKAMA FENCES, Kauai

Mapuana OSullivan/Kauai Forest Management Supervisor

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. \_\_\_\_\_

IFB Laau and Namolokama Fences

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:**

Laau and Namolokama Fences

<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>TOTAL Price</b>
1	3,400	LF	Construction / Installation of ungulate-proof fence	\$____/LF	\$
2	1	Gate	Installation of gate(s)	\$____/gate	\$
TOTAL PRICE					\$

Offeror: \_\_\_\_\_

Name of Company

**OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Experience Requirement:

1. Fence Project Name: \_\_\_\_\_

Date of completion: \_\_\_\_\_

LF of fence installed: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

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: LAAU AND NAMOLOKAMA 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/RFP 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: \_\_\_\_\_

TAX EQUALIZATION CERTIFICATE

Description:       LAAU AND NAMOLOKAMA FENCES, Kauai

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

- |   | <u>Yes</u> | <u>No</u> |  |
|---|------------|-----------|--|
| (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 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.

IFB Laau and Namolokama Fences



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**

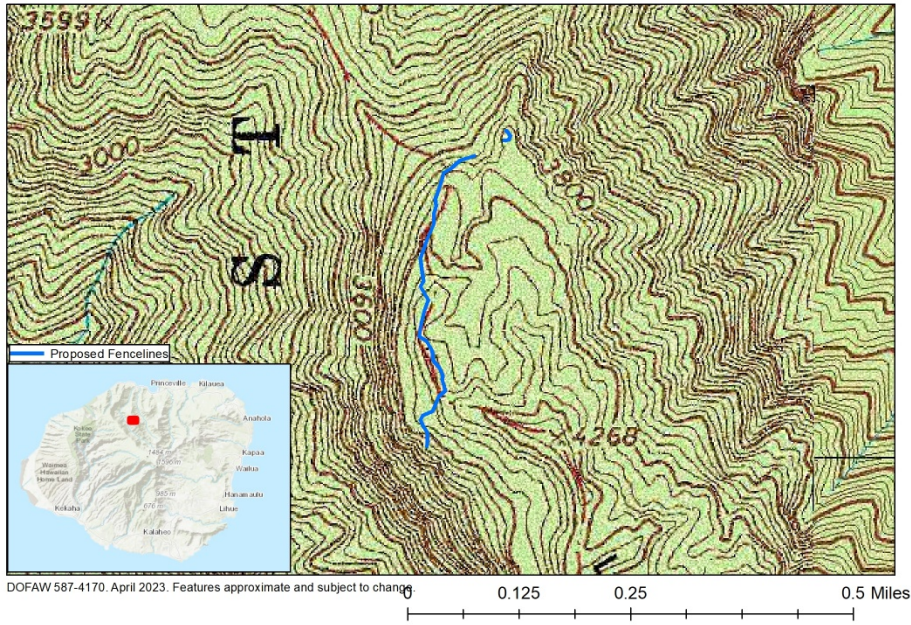
*The rest of this page left intentionally blank*

**Exhibit A – Laau and Namolokama Proposed Fencelines and Infrastructure**

IFB Laau and Namolokama Fences

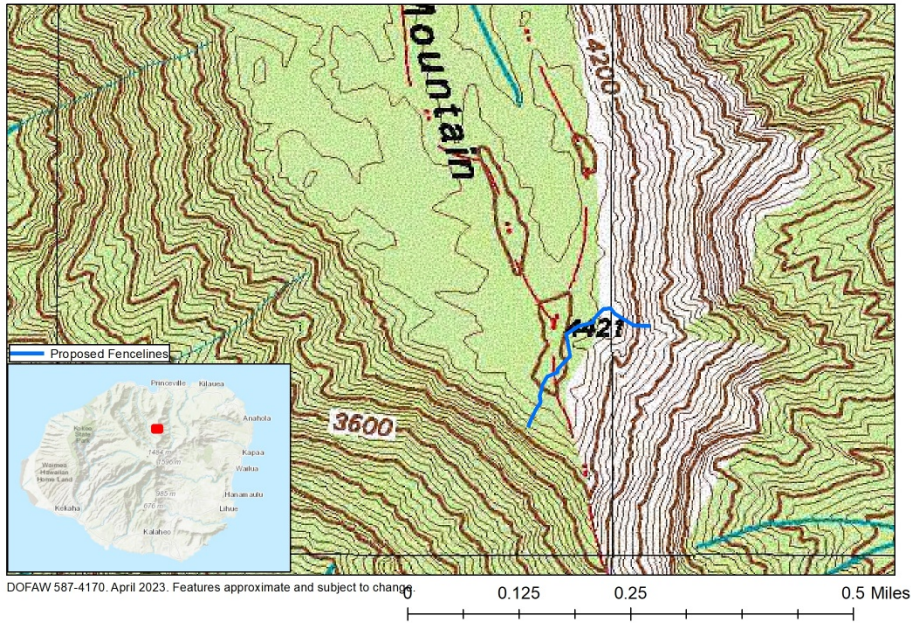


# Laau Fence



IFB Laau and Namolokama Fences

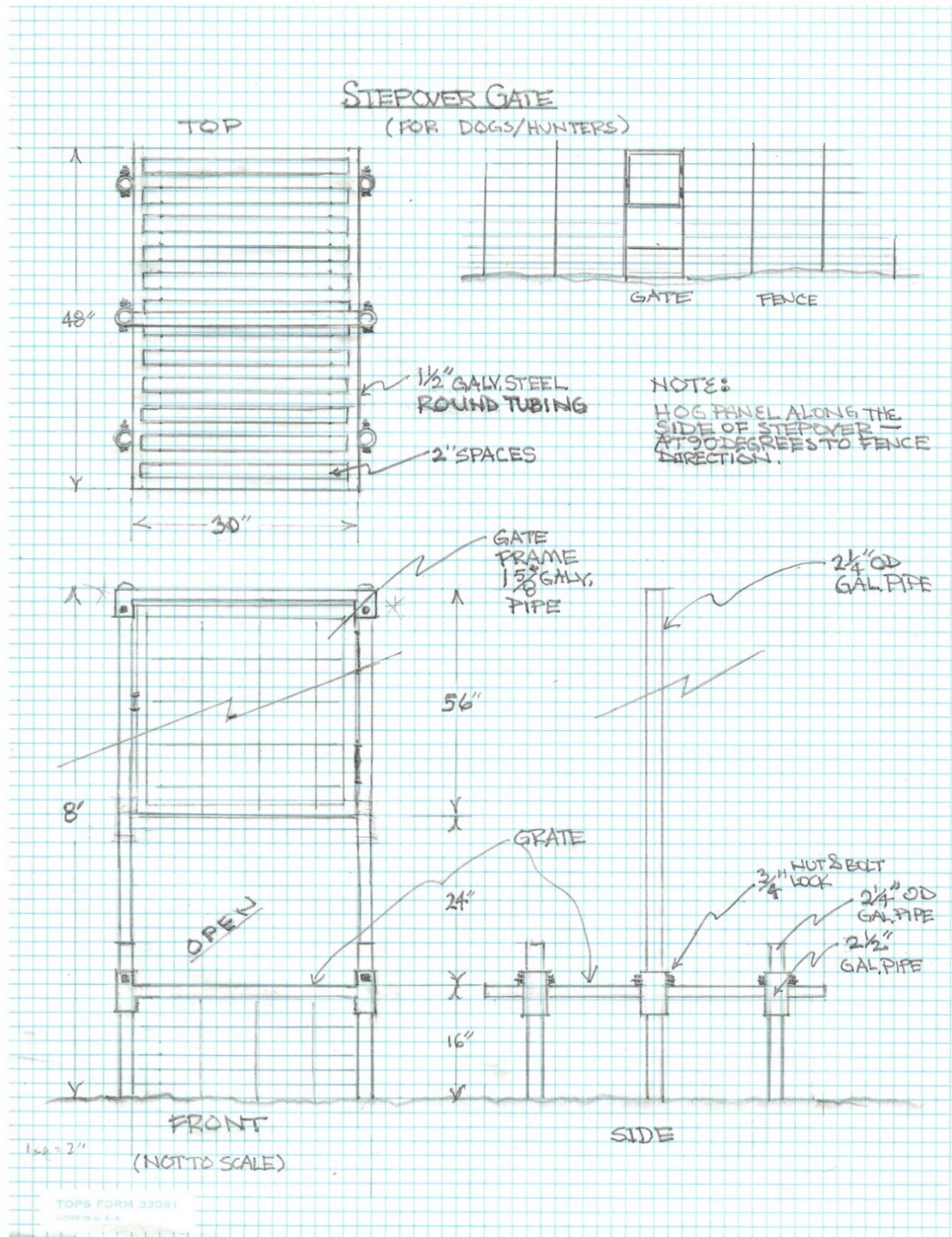
# Namolokama Fence



DOFAW 587-4170, April 2023. Features approximate and subject to change



**Exhibit B – Gate Design Examples – Stepmover Gate Rendering**





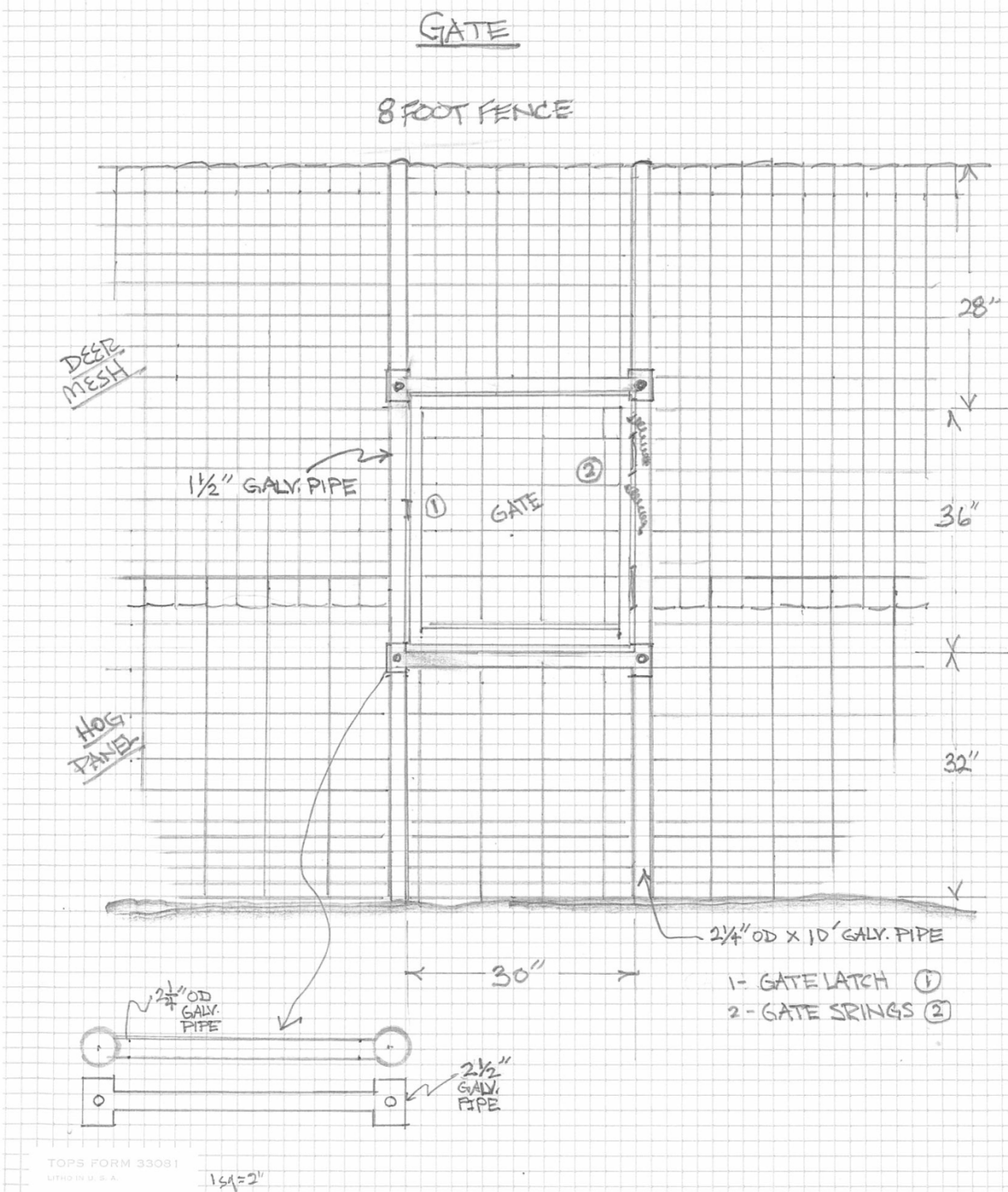
**Exhibit E – (continued) Gate Design Examples – Stepmover Gate Rendering**



IFB Laau and Namolokama Fences



**Exhibit B – (continued) Gate Design Examples – Gate Rendering**



IFB Laau and Namolokama Fences