

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

Invitation for Bid #B24001202

Fence Expansions for Kuia NAR – Pteralyxia and Weller 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) is expanding protection of two existing fences in Kuia Natural Area Reserve, Pteralyxia fence (2150 LFft) and Weller fence (4600 LFft) located in Mahanaloa valley on the island of Kauai. These two fences protect threatened and endangered plants in some of the most diverse intact native mesic forest left across the state. The Pteralyxia fence construction was completed in 2014 and consists of hog panels and deer mesh. The fence boundary will expand to the top of the ridgeline, run along the ridge line to a fixed point and then descend to a natural barrier. At the cliff wall where the fence Pteralyxia expansion ends, contractors will have to hang panels over the edge to prevent animal intrusion. The Weller fences were constructed in 1998, these are a group of four separate fences that contain various examples of Rare and or Threatened and Endangered plants. The new fence will capture all of the existing fences and will be fully closed. The Weller fence expanded protection will run along the ridge line and then descend to the valley/gulch. The fence will run along the gulch floor and then back to the ridge line.

SECTION TWO: SCOPE OF WORK AND SPECIFICATIONS

Description of the Terrain and Vegetation

The Pteralyxia fence in the Kuia Natural Area Reserve is on a north facing slope with an aspect of 70 degrees. The forest is montane mesic forest which is characterized by Ohia canopy with a well-developed layer of native understory of trees and shrubs.

The Weller fence is also a montane mesic forest but is less intact with more kukui trees surrounding it. The fence is located on steep slopes that connect to the bottom of the valley.

Access to Installation Site

Access to the fencing sites is by helicopter or Milolii ridge dirt road followed by a 0.4 mile hike for the Pteralyxia fence and a .2 mile hike for the Weller fence See *Exhibit A*. Staging sites to fly material in are located in Kokee at NASA and Polihale Ridge Road See *Exhibit B*.

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Weather conditions at the fence site 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.

The Contractor shall be responsible for transporting all required fence materials from the State's designated staging/storage area to work site. Contractor shall be responsible for sanitizing all fence materials, tools, equipment and gear before transporting to the work site. The Contractor shall be responsible for transporting its work crew and equipment to the installation sites.

DOFAW will not provide any helicopter transport for the contractor's crew. The Contractor shall coordinate its work schedules, timing and other relevant communications directly with their Helicopter Contractor. In addition, the Project Coordinator/ Kauai's Native Ecosystems Protection Manager (Christopher Mottley) 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 plant species may be present along the proposed fence line. Pink/black flagging which indicates the presence of a protected species will be used to designate areas that contractors should be cautious when installing the fence.

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

Equipment, Supplies, Transportation, and Labor

The contractor is not responsible for purchasing materials. The State has procured the materials. The contractor is responsible for the collection of materials from Kauai DOFAW base yard located at 4398 D Pua Loke Street and for the delivery of materials to the sites.

There are two landing zones where materials may be flown from, NASA and the Forestry LZ located near Polihale ridge. The NASA site access may be acquired through the NASA access system, and for the other LZ within the Forest reserves, all forest reserve a

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. Contractor must have a satellite telephone with DOFAW and Kauai emergency contact information.

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 corridor will be delineated and flagged by DOFAW with orange flagging, pink and black striped flagging will indicate a T&E species is present and should be avoided or included within the fence line. 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. Upon approval, the Contractor may re-align the fence to straighten alignments, to adjust corners, to avoid certain trees and shrubs, to avoid any rare plants, and any endangered sea bird burrows. The Contractor shall be responsible for brushing (removing) some vegetation 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 the midpoint. There is no minimum, because DOFAW does not want the vegetation blown out. Instead, DOFAW wants to minimize the cleared corridor, so only clear what is necessary to build the fence. In general, the cleared debris should be discreetly placed a further 5 feet from the extent of the cleared corridor on the outside of the fence. Debris should be bucked and stacked into debris piles as is convenient to the contractor's progress along the fence. Brushing of plants along the fence corridor should only remove those plants that may hinder fence construction or future fence inspections, such as potential overhangs, unless it has been determined that the tree is an endangered species. Note that it is not necessary to remove all vegetation. In addition, large healthy native trees shall be avoided as much as possible. Any native trees especially Ohia that are cut or limbed must be sprayed with spectracide to close those wounds.

There are no known archaeological sites within the existing fence corridor, but if found they will be flagged and must be avoided. If the Contractor finds bones or cultural artifacts at any time during 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 any clearing and installation of the fence line. The State has previously conducted biological surveys and has flagged all known 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

All fence material purchased by the State will remain the property of the State. Following completion of the fence installation project, the Contractor will coordinate with NEPM staff to receive or collect excess fence materials not required for the project from the Contractor.

The contractor shall use the following materials of the following specifications or higher quality to complete fence installation:

- T- Posts - Galvanized T-Posts 10 feet in length (T133 galv.) – certified ASTM RR-F-221/3A; [15 lb./post]. At 8’ spacing.
- Deer mesh rolls – 6' x 330' heavy duty deer fence, 2x2 mesh, ASTM Lab tested & certified 650 lb. breaking load, carbon black polypropylene plastic, life expectancy-15 years, Deer Busters brand, made in USA.
- Single strand wire - Galvanized steel annealed straight wire (9-gauge equivalent) used for fence top single strand to support deer mesh. 11 gauge or equivalent wire may be used to fasten skirting/apron.
- Fasteners - Hog rings of 9-gauge, Bezinal; galvanized annealed straight wire. 2 Hog rings every 8’’ (for top wire and overlap with hog wire or hog panel), (estimate 50ea./lb.).
- Fasteners - Bezinal coated clips, Galfan clips or equivalent, greater than class III, 4 per T post; Hogrings of 9-gauge, Bezinal; stainless steel annealed straight wire. Plastic mesh can be secured by a hog ring with a gauge equivalent to the metal fence.
- Posts/Braces/Gates – 5 gates will be provided for installation. Gate locations will be finalized during construction.

Fence Installation – Minimum Specifications

1. General

Fences are intended to exclude all age classes of feral ungulates (pigs, goats, deer). 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 96-inch-high (8') fence will be constructed using rigid hog panel and plastic deer mesh supported by 10'T-133 galvanized steel fence posts. The outside of the fence will be continuously skirted along the base for the entire fence. In areas where there is high pedestrian traffic and the fence

abuts the hunting trail the skirting shall be laced on the inside of the fence. Where the fence follows a trail (i.e. Mahanaloa Ridge), the Contractor will be responsible for building it in such a way that the fence does not block access to hunters or managers (i.e., continuously situated on one side of the trail or another).

Corners must have a solid brace that maintains the tension of the fence and holds the corner post plumb and sturdy.

Contractor shall ensure that DLNR shall get the benefit of all applicable manufacturer's warranties; and all fence materials shall remain as the property of the State.

The fences shall be constructed with combinations of 50-inch galvanized hog panel at the bottom, and 72-inch plastic deer mesh at the top. The deer mesh will overlap panel at a minimum 12 inches and no more than 24 inches. One strand of galvanized steel smooth wire at the top of T-post (at 8 ft.) will support the deer mesh. The deer mesh will be secured to the hog wire or panel with hog rings and to the top strand wire (8 feet high) at intervals necessary to maintain the tension in the deer mesh or where needed. Each T-post will possess a fastener or clip at the top to hold the wire in place, and the clip may be used to increase the tension of the deer mesh by securing hog rings on those clips. All hog rings must be fully closed so that the ends overlap. All fasteners and or fence clips must be fully wrapped tightly. All pointed strands of wire must be neatly pointed down or away from any potential bodily injury. All loose panel strands must be bent facing down or wrapped upon each other to reduce potential for injury to public and or staff.

The fence will be supported by ten foot (10') galvanized coated T-posts sunk into the ground at least two feet and placed no more than 10 feet apart, the entire length of the fence line; shorter galvanized coated fence anchors will be used between T-posts. If a post is not stable at a depth of two feet; the post will be pounded down until secure and a second post will be sunk two feet into the ground and secured to the first post. T-post attached to panel but not driven in the ground may be used to maintain height of 8' for deer mesh. Three-point bracing for angle changes between 30 and 60 degrees, when two panels meet at this point the contractor must either join end to end or they may wrap one panel at the center of the angle change or they may weave one panel into the other but the panels must be securely connected and any panel wires must be turned down to avoid injury. The Tposts that supports the deer mesh at this point may be braced

using the dead man method on the outer alignment.

The Contractor ensures spacing of posts and T-posts is no more than 10 feet apart, additional T-post may be added to increase the stability and rigidity of the panel fence. 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 39-48-inch woven wire attached to the vertical fence with at least a 12-inch overlap, by hog rings or short pieces of galvanized annealed tie-wire. The two sections (vertical fence and horizontal apron) will be attached in a "hinged" manner by hog rings approximately every foot. In all areas, the contractor should use anchors made from short sections of T-post and/or earth anchors, or concrete pins. Deer mesh will be attached with fence clips to each post at the top and bottom strand.

Note: All fence related obstacles such as bracing and guy wires for cornering, anchors, and other fence support structures shall be installed on the outside side of the fence (when possible, and when the trail or primary access does not run along the outside) to provide a clear pathway on the opposite side so workers/staff can walk and maintain the fence consistently from one side. Corners must have a solid brace that maintains the tension of the fence and holds the corner post plumb and sturdy. 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.

2. Fence panels

Fence panels will be hot dipped galvanized 50 to 56 inches by 16-foot combination panels, with graduated spacing and up to 16 horizontal bars. Panels will be attached to pounded T-posts using fence clips or 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. Hog 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 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. Sharp or jagged panel strands should be grinded smooth to avoid injury.

3. T-Posts

T-Posts (10 ft.) will be spaced no more than 10' feet apart and closer when terrain dictates. Each panel connection that is not secure may require an additional 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.

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 so as to avoid the potential of injury to staff. Clips shall be Beznal coated.

5. Apron

Apron shall be continuous, of (39-48) inch high tensile steel woven Beznal coated hog wire fabric. The apron shall overlap along the bottom of the fence panel by 2 rows of squares and attached so that the overlapping squares are positioned vertically over the panel and the remaining hog wire is stretched horizontally over the ground on the outside of the fence. The apron mesh shall be secured to the ground using the 24" anchors, or concrete pins. 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. Anchors must be pounded or buried into the ground. Apron shall be attached to the panel fence using hog rings. All wire, and anchoring must be grounded so as to avoid injury to the public or staff.

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 injury of hikers and hunting dogs.

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.

II. Contractor and Crew Activities

Camps

Camps near the fence line will be permitted subject to approval in advance by the Kauai District. Camping within the Kuia Natural Area Reserve or any State Forest Reserves must adhere to standard guidelines set forth by the Division of Forestry and Wildlife (DOFAW). Approval for camping in the NAR will be granted by the Project Coordinator, Christopher Mottley, in accordance with established protocols. DOFAW staff will coordinate with the Contractor on appropriate camping locations. DOFAW.

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 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.

Native and Endangered Plants and Animals

The purpose of this project is to fence important habitat with high conservation value. Plants or animals may not be removed from the project site. The fence lines are 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 has conducted biological surveys and has flagged all known rare species locations. Contractor will be responsible for not damaging those

resources.

Rapid Ohia Death (ROD) Sanitation Requirements

The overarching protocol for preventing the spread of ROD on Kauai is currently to avoid using clothing, footwear and other equipment that has been used in potentially ROD-infected areas. Staff or volunteers conducting contract work on State lands will not use any items (articles of clothing, boots, backpacks, tools, etc.) that have been to Hawaii Island or known areas of infection on Kauai (i.e., Wailua, Lawai, Moloaa or Anahola). Because of the known presence of *Ceratocystis huliohia* and *C. lukuohia* on Kauai, the use of 70% isopropyl (rubbing) alcohol or 10% bleach solution sprayed to sterilize tools, boots and camping gear should be systematic when moving between work sites. Extra care should also be taken for all gear, to prevent the spread of invasive plants, animals, and pathogens as follows.

Additionally, during line clearing and fence building care should be taken to limit injuries or wounding of standing ohia along the fence route, including branches, trunks and roots, as these sites are known to be susceptible to ROD infection. All chainsaw blades should be maintained to be as sharp as practicable to produce thicker wood chips/sawdust when cutting ohia is required, as this can reduce the possibility of spread of spores or infected material between trees, if a tree along the fence route is already infected. Suspect ohia trees (recently dead or dying branches or trees, with brown to reddish leaves still attached, or with obvious beetle damage) should be photographed and communicated to DOFAW and avoided until evaluation, testing and/or proper treatment can occur. In the event of an inadvertent injury to a standing, healthy ohia, Contractor should apply commercially available pruning seal (brand name Spectracide) to any large or obvious open wounds to trunk or roots of trees to protect against ROD infection.

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 must be approved by the Project Coordinator.

Project Completion

The Contractor will remove all scrap (e.g., wire mesh, smooth wire, damaged posts, and discarded spades), tools, and trash. Surplus materials such as fence posts will be arranged

neatly near the fence line (or in stockpiles) away from cliff tops and ridge lines and an inventory with their location(s) provided to DOFAW.

III. Pre-Proposal On-Site Inspection and Pre-Installation 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 physical site visit with DOFAW staff may be arranged depending on staff availability. 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, awarded bidder will provide a performance bond and a payment bond for the Project. Then, the State will issue a purchase order to authorize the beginning of the work.

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

Pre-Installation Conference

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

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

Written Inquiries

Inquiries shall be made in e-mail to Christopher.j.mottley@hawaii.gov.

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IV. 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 Hawaii of at least 6,000 LF each.

Offer Form:

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

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

Contract Supervision:

Christopher Mottley, Kauai Native Ecosystem Protection Manager, is the Contract Administrator, and will handle contract administration and also act as Project Coordinator or may assign these duties to other NEPM Specialist. He can be reached at (808) 645-1910 or Christopher.J.Mottley@hawaii.gov and will handle all on the ground and crew coordination. The State may change the Contract Administrator or Project Coordinator 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 line items in the solicitation to qualify for award using the "Offer Form". Selection will be based on the bid with the lowest TOTAL COST for all items.

Timing:

Performance of services requested under this contract shall be completed within twelve (12) months of issuance of the Purchase Order. The State may provide a no-cost extension, which will be made in writing.

For every PO, the Contractor will be required to submit two (2) bonds, a performance bond and labor and material payment bond for 100% of the PO price. The Contractor will provide the required performance bond and labor and material payment bonding and DOFAW will submit for processing. After the PO has been approved and the required bonds received, DOFAW will issue a Notice to Proceed to the contractor and work on that fence section may begin.

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 and inspected for compliance with specifications before payment.

Extensions:

The DLNR reserves the option to extend the contract upon mutual agreement by both parties.

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.

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

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.

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

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813."

2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

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

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

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

Irregular Bids:

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

Withdrawal of Bid:

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

Successful Bidder to file Performance and Payment Bonds:

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

Change Orders:

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

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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

Kuia NAR Fence Expansion, Kauai

Christopher Mottley, Kauai Forest Management Supervisor / Contract

Administrator Department of Land and Natural Resources

Division of Forestry & Wildlife

State of Hawai'i

3060 Eiwa Street, Room 306

Lihue, HI 96766

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

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture

Other _____

*State of incorporation: _____

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

Payment address (other than street address below): _____

City, State, Zip Code: _____

IFB Kuia Natural Area Reserve
Fence Expansions

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:

Kuia NAR Fence Expansion

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Cost
1	6,750	LF	Clearing vegetation/construction/installation for ungulate-proof fence	\$____/LF	\$
TOTAL COST:					

Offeror: _____

Name of Company

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Contractor's License No. _____

Experience Requirement:

1. Fence Project Name: _____

Date of completion: _____

LF of fence installed: _____

Contact Name: _____

Contact Phone: _____

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: Kuia NAR Fence Expansion, 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

IFB Kuia Natural Area Reserve
Fence Expansions

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: _____

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

1. State of Hawai'i Contractor License Information _____

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No: _____

Description: Kuia NAR Fence Expansion, Kauai

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

Yes No

(Check only one)

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

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

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

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

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

Offeror _____

Signature _____

Title _____

Date _____

COMBINATION PERFORMANCE AND PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____,

(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a

surety in the State of Hawaii, are held and firmly bound unto the _____,

(State/County Entity)

its successors and assigns, as Oblige, hereinafter called Oblige, 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 Oblige, 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 Oblige 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

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Exhibit A – Kuia Expansions for Pteralyxia and Weller Fences

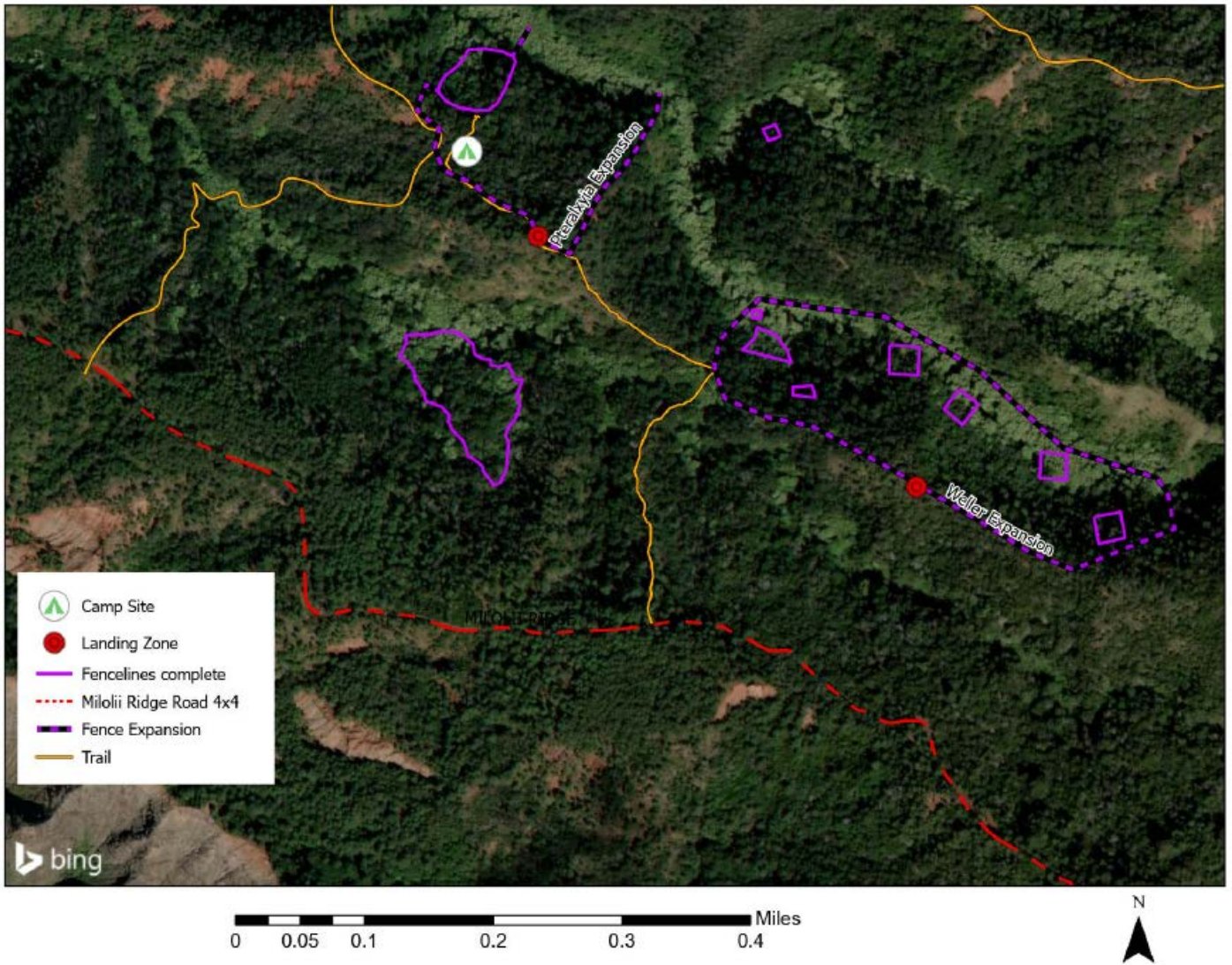


Exhibit B Staging Areas and Landing zones

