

# Invitation for Bid

IFB2024-PUO-PH1

PU'U O'O FENCE INSTALLATION, Waiakea Forest Reserve, South Hilo, Hawaii Island

## OVERVIEW

The State of Hawaii's Division of Forestry and Wildlife (DOFAW) is seeking bids for constructing an ungulate-proof fence at the Waiakea Forest Reserve on the Pu'u O'o section, as well as associated tasks such as clearing the fence corridor and gates installation. The successful bidder will enter a contract with the State of Hawaii from which fence projects will be executed with a State of Hawaii Purchase Order (PO) or formal contract.

Bid/Proposal Bond required for bid submission per State of Hawaii procurement regulations.

The bidder will also provide a performance bond and a payment bond for each project to ensure the completion of all projects to the specifications herein and payment of any materials or labor debts. There will be one voluntary pre-bid conference for the project so that there is ample time for contractors in the project area to ask questions. Below are details for the pre-bid conference.

**Pu'u O'o Fence Project Pre-Bid Conference:** Meet at the Saddle House gate at 9:00 am. Located just on the Hilo side of the 22-mile marker sign on DK1 Hwy. There is a 4WD access road that will allow access to the area. Pull in through the front of the access gate and DOFAW will meet you at the gate. Please have sturdy hiking shoes and bring drinking water. We will hike and or drive to each fence section. Be prepared for hot and/or rainy weather.

As a courtesy, please contact Jay Hatayama at 808-937-4786 or (808) 974-4387 at least two days before the meeting if you would like to participate. Bidders are strongly advised to inspect the general fencing area before submitting a proposal. Geographic Information System (GIS) shapefiles, as well as Google Earth files of the fence route, are also available for review by contacting the Contract Administrator. Topographic and logistic conditions present difficulties that are not typical for fence installation projects. Failure to visit the work area/installation site will not relieve the successful bidder from completing the work according to the specifications, terms, and conditions herein to the satisfaction of the Contracting Officer's Representative.

**Schedule of Key Dates:** Table 1 below represents DOFAW's best schedule estimate. If a component of this schedule is delayed, the rest of the schedule will be adjusted accordingly.

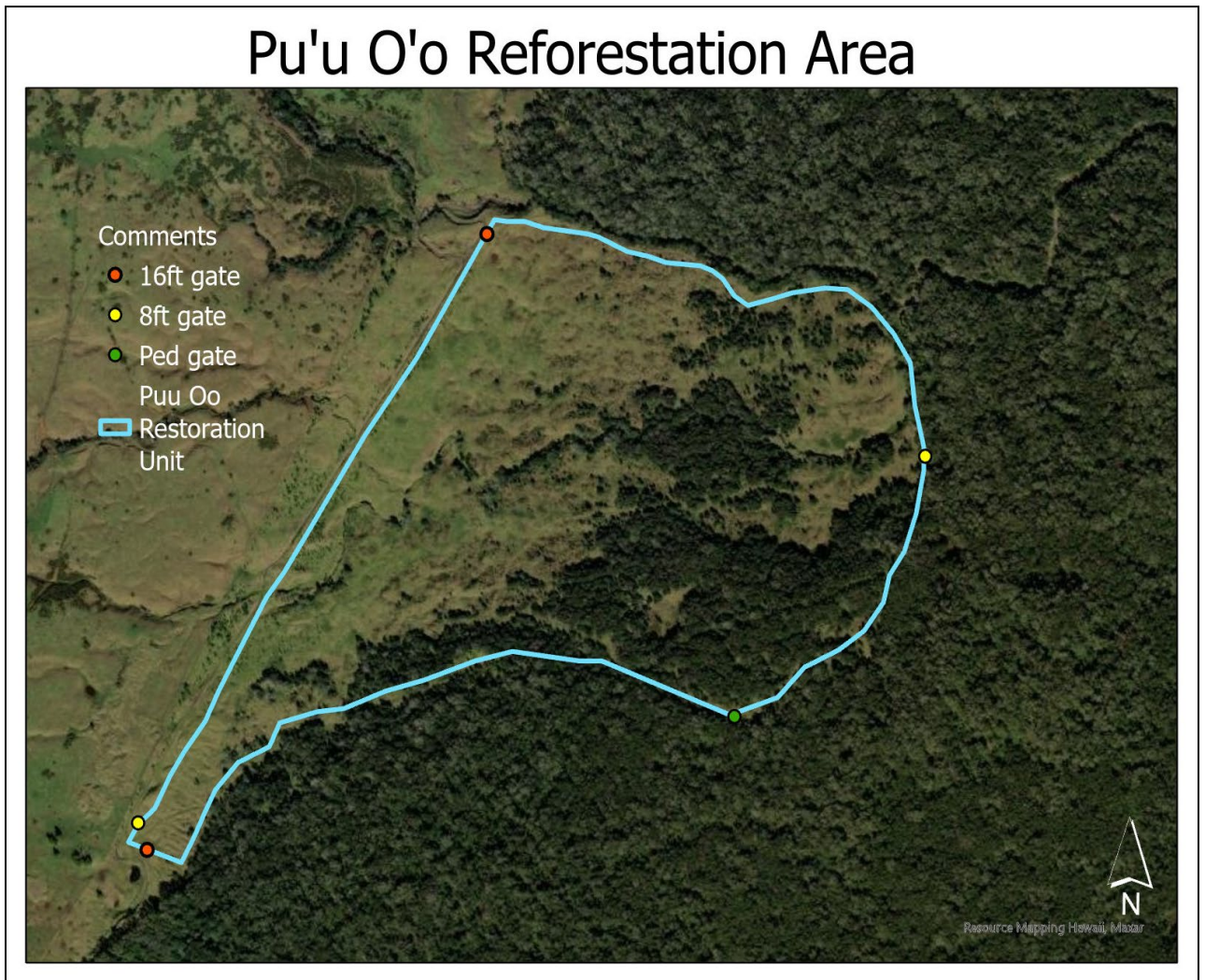
**Table 1.** Schedule of key events and deadlines

Solicitation to be released	April 29, 2024
Voluntary Pu'u O'o Pre-Bid Conference	May 06, 2024
Deadline to submit questions	May 08, 2024
DOFAW's Response to Written Questions	May 10, 2024
Deadline to Submit Bid* 2:00 pm HST	May 13, 2024

\*Offers must be submitted through the State of Hawaii eProcurement (HiePRO) system. PLEASE ATTACH OFFER FORMS TO THE HIEPRO BID.

## SCOPE OF WORK

The project's objective is to protect the resources within the Pu'u O'o section at Waiakea Forest Reserve (See Figure 1). The project areas are owned by the State of Hawaii and managed by DOFAW.



**Figure 1.** Location of Pu'u O'o Fence Project at Waiakea Forest Reserve, Hawaii Island.

## Minimum Qualifications:

To be considered for this contract award, an Offeror must meet the following minimum qualifications:

Licensed Contractor (and subcontractors) [in accordance with Chapter 222, Hawaii Revised Statutes; Title 16, Chapter 77 Hawaii Administrative Rules; and statutes amendatory thereto]. Due to the nature of the work contemplated, bidders must possess a valid state Contractor's license, classification C-32 and/or A.

Must be familiar with installing ungulate-proof fencing in remote areas with rough lava terrain and have had related project experience in Hawaii. Offeror shall provide in their proposal a description of and references from at least two (2) feral-ungulate-proof (e.g., pig, goat, sheep, or deer) fence installation projects in remote areas.

This solicitation includes details for the fence line surrounding the unit as the following:

- Length is approximately 14500 ft. A skirting mesh shall be installed as needed. Where there are already fences, the fence note should follow the alignment of the old fence. It will not be necessary to remove the old fence and the new fence must be built parallel to the old fence.

## Access:

Access to the fencing sites is by a four-wheel drive access road. Keys will be needed to use the DOFAW access road. The keys can be checked from the Division of Forestry and Wildlife Hilo Branch Office.

DOFAW staff will need to know the dates of access, and a deposit for keys will be required. The contractor is responsible for contacting and coordinating with the adjacent landowner if they desire to use their access roads, which may help with the project.

The Contractor shall be responsible for transporting all required fence materials, work crew, and equipment to the installation sites. **Fence material will be provided**, and the contractor will be responsible for transporting material from the Waimea base yard or Hilo base yard. The location for the material must be agreed upon in advance with the contract administrator. DOFAW will not provide helicopter transport for the contractor's crew and material.

## Site preparation

Rare or listed endangered native plants near the fenced corridor will be marked with pink flagging and are not to be disturbed. Historic sites (i.e., rock walls) should not be disturbed. There are no known archaeological or historic sites along the fence corridor, but if found they must be flagged and avoided. If human skeletal

remains or historic or prehistoric artifacts are found during construction, all work should cease in the immediate vicinity of the find, the find should be protected, and DOFAW staff should be notified immediately.

### **Clearing Fence Alignment**

Vegetation clearing will be done by hand or with small power tools only. Small equipment (excavator, etc.) can be used to clear, but can't blade/ disturb the soil. Equipment would have to be approved by DOFAW staff. Where vegetation clearing or ground leveling is required, the corridor may be cleared no less than four (4') ft and no more than eight (8') ft in width. All debris must be scattered outside the fence at a minimum of eight (8') ft from the fence line; debris must not impede foot or vehicular traffic along the fence line. Any holes resulting from removing rocks along the fenced corridor must be skirted, or the gap between the bottom strand of wire and the hole must be closed using a minimum of two anchors (see below).

Positioning of the corners and fence posts along the fence line will be at the Contractor's discretion, although deviations of more than six (6') ft off the fence line must be approved by DOFAW staff before any clearing of vegetation. Any clearing of trees greater than fifteen (15") in diameter must be approved by DOFAW staff.

### **Project Details for PU'U O'O Fencing Project**

#### **Weather**

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.

#### **Equipment**

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 for providing the transportation of all materials, crews, equipment, and supplies to the site.

The 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 overnight vehicle parking.

#### **Native and Alien Plants and Animals**

Plants or animals may not be removed from the fencing sites. The Contractor will implement precautions to prevent the introduction of alien plants, animals, and insects. Boots, equipment, and

materials will be cleaned and inspected by the Contractor for seeds, eggs, larvae, etc., and all equipment and personal belongings must be treated to prevent the transmission of Rapid Ohia Death (ROD), Little Fire Ants, and Coqui frogs. The Contractor will also take precautions to prevent the spreading of alien plants already found at the fencing sites. For Contractors arriving from other islands, contractors must perform these tasks before transporting their equipment and personal gear to Hawaii. The Contractor will not store materials before material drops in areas known to contain ROD, Little Fire Ants, Coqui, etc. The Contract Administrator reserves the right to inspect all gear before deployment to ensure cleanliness. The Contractor will remove all food, refuse (including human feces), tools, gear, and installation scrap upon completion of work at each fencing site. Extra fence material may be left at the site (during project activity), panels discreetly attached upright to the existing fence, t-posts bundled on the inside of the fenced area, skirting on the inside of the fenced area, and all excess material should be stored away from fissures or ridges. Excess material may be left if requested and approved by DOFAW.

### **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 DOFAW at least five (5) days in advance whenever work at the job site is planned to begin and shall notify DOFAW within three (3) days of leaving the job site if the contractor plans to be away for more than one (1) week. All camping and landing permits must be acquired at the Hilo DOFAW Office before the commencement of work.

### **Mobilization Fee**

The offer form includes a unit price for a "mobilization fee" which will be procured if DOFAW adds locations within the Pu'u O'o Fence project vicinity to build fences beyond the areas identified. This mobilization fee will be provided if those new locations **require the contractor to move camps**. Mobilization fee will be procured if needed in the case of unforeseen circumstances arising due to natural disaster. The contractor is responsible for the cost of initial deployment.

### **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 pipes will be arranged neatly at a material depot identified by DOFAW.

### **Materials**

DOFAW will supply all the materials needed to complete the fence installation. All fence materials purchased by the State will remain the property of the State. Following completion of the fence installation project, the contractor will pick up any excess fence materials not required for the project and return them to an identified material depot.

This fence material will be available for pick-up at Waimea Base Yard or Hilo base yard. The bidder is

responsible for transporting all materials to the fence line from the Waimea base yard or Hilo base yard, laboring to construct the fence, and clearing any necessary vegetation along the fence corridors.

### **Clearing Fence Alignment**

Vegetation clearing will be done by hand or with small power tools only. Where vegetation clearing or ground leveling is required, the corridor may be cleared no more than eight (8') ft in width. All debris must be piled inside the fence at a minimum of eight (8') ft from the fence line; debris must not impede foot or vehicular traffic along the fence line. Any holes resulting from removing rocks along the fenced corridor must be skirted, or the gap between the bottom strand of wire and the hole must be closed using a minimum of two anchors (see below).

Positioning of the corners and fence posts along the fence line will be at the Contractor's discretion, although deviations of more than six (6') ft of the fence line must be approved by DOFAW staff before any clearing of vegetation. Any clearing of trees greater than fifteen (15") in diameter must be approved by DOFAW staff.

## PU'U O'O FENCE SPECIFICATIONS

### General

The purpose of this fence is to exclude pigs, sheep, goats, and feral cattle. The following specifications are necessary to ensure that the fence prevents ungulates from entering the area enclosed by the fence and to minimize long-term maintenance. The fence will be carefully inspected before final payment to ensure that the following specifications are met.

The wire mesh will be a minimum of 75" measured on perpendicular to the ground surface and attached to the **outside** of galvanized steel pipe and T-post supports. Wire mesh will be constructed of 17-75, twelve (12) gauge steel. Anchors and/or wire mesh skirting will be used in areas of uneven or rocky ground and secured with anchors. To ensure that the fence excludes ungulates, **the bottom of the woven wire will ideally be flush with the ground**. T-type fence posts will support the fence at intervals of eight (8') ft or less when terrain dictates; ALL high and low points need to have a post. Gate posts will have a minimum of 3½" OD. In-line pipe posts or line bosses will have a minimum of 2 7/8" OD. All vertical pipes will be secured with appropriate braces. Gate posts, line bosses, and corner posts online turns of 30 degrees or greater will be supported by H-braces. Single braces may be set perpendicular to the inside of the line, which turns less than 30 degrees. All vertical and brace pipes will be drilled and driven, NOT busted, and then cemented.

If the contractor has an alternate means of securing skirting, then consultation should be provided to the Contract Administrator.

### Posts (Pipe and T-Posts)

Pipe and t-posts will be driven into the substrate or drilled holes and tamped securely enough to withstand 250 pounds of vertical pull and any horizontal force that would cause the posts to be uprooted before being bent. All posts will be installed within 5 degrees (or two [2"] in) of the plumb. T-posts will be placed within three (3") in of a centerline drawn between the pipe corner posts. Standing trees or logs may not be used as fence posts. T-posts will be 8' w/ spade. The spacing between posts should be 8'. Two (2) anchors will be used to pin down between each T-post.

### Pipe Posts

A capped galvanized pipe post will be used at any point the fence makes a change in direction. Corner posts will be ten (10') ft sections of 2 7/8" OD galvanized pipe with H-brace-type support. Corner posts will be driven to a minimum depth of 3.5'.

Pipe posts (2 7/8" OD) and braces will also be installed at abrupt changes in slope along the fence line to allow the wire mesh fabric to be cut and oriented as smaller panels that better conform to the topography. These pipes will be braced on one side using a 2-point H-brace (described below).



Anchor posts shall be secured to brace rails by way of welding, **not hardware and linkages.**

## **T-Posts**

T-posts will be spaced no more than 8 feet apart and closer when terrain dictates. T-posts will be installed at ALL high and low points along the corridor to prevent the wire from “bellying.” T-posts shall be driven to a minimum depth of 20 inches, so the spade anchor is completely buried. The T-posts shall be driven using a tubular post driver or driving cap in a manner that will prevent damage to the posts. Where posts are to be installed in solid rock, the spade anchors may be removed so that posts fit tightly in the drilled hole. All cuts will be sprayed with cold galvanizing paint. 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. T-posts at low points should be driven deep enough to prevent them from being pulled up when tension is applied to the wire mesh. If a post does pull out, hanging rocks or other weights from the wire is NOT an acceptable means of re-anchoring the post. Posts that are bent, split, mushroomed, cracked, twisted, or have cracked, chipped, or scratched coatings will not be used. T-posts will be 8' w/ spade. Two (2) deadman stakes will be used to pin down between each T-post.

## **Braces**

Any point where the fence changes direction is considered a corner and the appropriate brace structure will be installed to support the corner post. **Unless prevented by terrain all braces will be the H-brace type consisting of one or more vertical anchor posts located near the corner post and connected to it by brace rails.** The pipe used to construct braces will be a minimum of three (2 7/8") in OD for anchor posts and 1 5/8" OD schedule 40 for brace rails. Anchor posts shall be secured to brace rails by way of welding, not hardware and linkages. To provide a solid brace, the anchor and corner posts shall be placed no closer to each other than 1¼ times the height of the fence. A single H-Brace will be installed every 330' on any distance pulls of 660' or greater. Anchor posts will be driven to a minimum depth of 3.5' (42 in). Caps will be affixed to all posts to prevent water collection.

In cases where the fence makes a change in direction of less than 30 degrees a 2-point H-brace will be installed to support the corner post. This brace will consist of an anchor post installed so that the attached brace rails bisect the concave angle of the turn. Where this brace would interfere with vehicle traffic or for changes in direction between 30 and 60 degrees, a 3-point brace will be installed to support the corner post. This brace will consist of two vertical anchors with connecting brace rails placed along the fence line on either side of the corner post and will form an “H” on each side of the corner with the brace rails being parallel to the fence wire. The anchor must not interfere with traffic along the fence and this anchor type may not be used for changes of direction greater than 30 degrees.

At points where the fence changes direction by 60 degrees or more a 3-point or double H-brace will be installed to support the corner post. This brace will consist of three (3) vertical anchor posts and two (2) horizontal pipes. The horizontal pipes will be 1 ½ times the length of the vertical brace pipes above ground, and vertical pipes will be drilled and driven to a depth of 3.5' (42 in). A double H-brace

will also be used to support the terminal ends of the fence where vehicle gates (3 ½" OD) are to be installed. H brace cross pipe will be 60" above ground level.

## **Gates**

**A total of 5 gates should be installed** as the following (according to the map):

- Two 16' vehicle gates;
- Two 8' vehicle gates;
- One pedestrian gate to be installed near the NARS fence unit;

**All the gates must be made ungulate-proof.** Gaps between the bottom of the gates and the ground shall not exceed 1 inch in height and not impede the gate's ability to open and close properly. Brace rails will be attached to the anchor and corner posts by welding. The brace rails will be cut to length and oriented such that they adequately reinforce corner posts and prevent shifting when tension is applied to the mesh wire. In addition, diagonal brace wire/cables may be incorporated into the brace, and tension applied in an approved manner.

## **Woven Wire Mesh**

The fence will be 75" hog wire. The woven wire will be deployed with minimal damage to the galvanized coating. As practical, crews will avoid stepping on wire and avoid climbing on or over erected mesh. The mesh will be fastened to all posts at the top and bottom and at a minimum of seven (7) evenly spaced points. Wire mesh will be fastened to the outside of t-posts and outside of corner posts; the side where ungulate pressure will ultimately occur. Mesh may not be secured to tree trunks. All wire is to be stretched with approved 75" fence clamps. Tension shall be applied to the wire with a ratcheted belay or other suitable equipment such as a motorized winch or come along to the manufacturer's recommendations taking into consideration field conditions.

## **SPECS AND IMPORTANCE OF WIRE-TO-GROUND RELATION**

**The bottom strand of mesh wire will be fastened to each post so that it is flush with the ground surface or no more than one (1) inch above the ground at any point along the fence and fastened to the ground with appropriate anchors. This criterion will be scrutinized during inspections.** If anchors cannot close a gap greater than one (1") inch between the bottom strand and the ground, a skirt must be installed. An appropriately sized length of woven wire will be attached to the bottom two (2) strands of mesh such that it extends two (2) feet beyond the vertical plane of the fence. The smaller mesh end of the skirting shall overlap the woven wire fence mesh for a minimum of two (2) horizontal strands or squares from the bottom of the mesh. The edge of the skirting will be secured with appropriate anchors. Terrain will dictate the number of anchors required per length of skirt. For this IFB, **the ground surface is the soil surface and not the vegetation mat.** The vegetation mat and loose soil will be manually cleared as needed to ensure that the above

specifications are met.

### **Adaptations to terrain**

Woven wire will not be deformed to adapt to variations in contour. Bellying is unacceptable. Where a radical change in slope occurs, the wire will be cut and tied off and a new section started at an angle that matches the terrain. New sections of wire mesh will be cut to match the angle of pipe posts on either end of the section in question. Posts and braces will be used at these locations. High Five Panels may be used for short segments with extreme slopes or extreme terrain.

### **Clips**

Clips shall be twisted to wire tight enough to be secure. Over-tightening to the extent of damaging the smooth wire or causing the clips to break is not acceptable. 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. Wire mesh shall be attached with clips to each post by the top and bottom wire and at least five (5) interior wires. Clips shall be Beznal coated.

### **Anchors**

Anchors to ensure that the gap between the bottom strand of wire mesh and the ground is no more than one (1") inch may be T-posts (T-133) and galvanized round steel concrete forming stakes and will depend on the substrate. **When adjacent to roads, anchors will be placed flush and/or as close as possible to the vertical face of the fence and shall not protrude more than four inches (4") from the bottom strand of the wire mesh.**

T-post anchors will be driven at a 30 to 45-degree angle such that the tops are no more than two (2") inches off the centerline and no more than three (3") inches protruding from the ground surface. Posts ties will be attached to at least two (2) of the bottom strands of woven wire with 9-gauge wire. The post will be driven to pull the tie tight. Use T-posts if the soil substrate is at least two (2) feet deep and relatively soft.

Galvanized round steel concrete forming stake anchors will be driven at a 30 to 45-degree angle such that tops are no more than four (4") inches off the centerline and no more than three (3") inches protruding from the ground surface. Stakes will be attached to at least two (2) of the bottom strands of woven wire with 9-gauge wire. Stakes will be driven to pull the tie tight. Use if soil substrate is less than two (2) ft deep or is rocky or hard packed.

On all other fence lines, anchors are required at all high and low points along the fence line, with at least two (2) anchors between T-posts over flat terrain.

### **Splices**

Where two sections of woven wire need to be joined, telephone-type splices or back weave splices will be used. All strands should be spliced, and spliced sections must conform to the same tension specifications as listed under woven wire specifications above.

## **Other Considerations**

The fence shall not be realigned. The existing fence line must be used and followed where the new fence is to be constructed.

All trash and rubbish wire and construction materials removed from the fence line shall be rolled up and staged inside the unit at designated areas for removal by DOFAW staff.

The wire goes on the outside of the unit to keep animals out.

## **Fence Details**

- Approximately 14,500ft of ungulate-proof fence line to be fully installed and skirted. The old fence does not need to be removed and will serve as a guide for aligning the new fence that will be installed.
- Gates: need to be made ungulate-proof when installed (using hog panel, etc.).
- Distances are approximate. Payment will be for the amount of fence completed following inspection.
- Fence material will be provided, and the contractor will be responsible for material transport from the Waimea base yard or Hilo base yard.
- There are 4 river crossings. Stretch the fence across the river and DOFAW will secure the crossing.

## **Pre-Installation Conference**

The contractor shall meet with staff from DOFAW soon after the award, if any. 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
- ROD Sanitation SOP
- Communication
- Installation techniques
- Proposed installation schedule
- Camping guidelines and restrictions
- Alien plants and animal precautions
- Miscellaneous

## **Written Inquiries**

Inquiries regarding this solicitation are due no later than the date indicated in the timeline. Inquiries shall be made in writing by e-mail to [thiago.d.vargas@hawaii.gov](mailto:thiago.d.vargas@hawaii.gov) for the Pu'u O'o fence Project.

The State will respond to questions in writing by the date indicated in the timeline. Written inquiries received after the date indicated in the timeline may be responded to at the discretion of the State.

## 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 if not in violation of law and not arbitrary, capricious, or characterized by abuse of discretion.

### **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, if applicable; and to indicate the exact legal name in the appropriate space on Offer Form. Failure to do so may delay the 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 the bidder's intent to be bound. **Please upload a copy when submitting a bid on HlePRO, Retain the original to submit if selected for award.**

### **Contract Administrator (CA)**

Jay Hatayama, Forest Management Supervisor II, DOFAW-Hilo, is the Contract Administrator for the Pu'u O'o Fence Project and can be reached at [jay.m.hatayama@hawaii.gov](mailto:jay.m.hatayama@hawaii.gov) or 808-937-4786 or (808) 974-4387. The State may change the Contract Administrator or delegate at any time.

Any technical, logistical, and monitoring information and approval of services must be directed directly to Jay Hatayama.

### **Method of Award**

Offers must be submitted through the State of Hawaii eProcurement (HlePRO) system. At the close of this solicitation, the bids will be reviewed by the Contract Administrator. The award will be made to the lowest responsive responsible bid. All vendors are advised that they must be HCE compliant within 10 calendar days of the closing of the HlePRO solicitation. If the vendor is not compliant, the State has the option of extending the deadline to become compliant or rejecting that bidder and awarding to the second lowest bidder. The bidder must provide a bid for all line items in the solicitation to qualify for award. The lowest bid will be determined by weighting the item prices using the following formula:

Pu'u O'o Fence Project Item No.	Unit Price	Multiplied by estimated quantity	Cost
1. Mobilization Fee (1 move)	1	1	
2. Clearing of the fence line		14,500	
3. Per ft cost - Full Installation, skirting and pinning		14,500	
4. Per gate cost (16')		2	
5. Per gate cost (8')		2	
5. Per gate cost (pedestrian)		1	
5. Material Transportation		1	
<b>TOTAL COST</b>			

\* **Mobilization fee** will be procured if needed only in the case of unforeseen circumstances arising due to the State changing the scope of the project.

## Vendor Selection

The vendor must provide the unit price for every item number to bid. The vendor with the lowest total cost per fence project (sum of all costs based on estimated quantity) will be selected. All offers must be submitted by the date indicated by the timeline. No late submittals will be accepted. The offer must include all Offer form Pages.

## Contract

The successful bidder will enter a contract with the State for the line-item prices identified by this solicitation. The initial term of the contract will be for up to 12 months from the date on the Notice to Proceed. Upon mutual agreement of both parties and the availability of funds, this contract may be extended up to two (2) additional 12-month period. The continuity of services and payments is always dependent on the availability of funds.

## Notice of Award

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

However, no work shall commence. This will be a notification that the contract has been successfully executed. Finalization of the contract does not guarantee that all sections of the fence will be procured. The State may purchase more or less of the fence as the quantities listed are estimates and subject to change.

## Fence Projects

After the Notice of Award has been issued DOFAW will work with the contractor to install the fence with a State of Hawaii Purchase Order (PO). Fence sections (per LF cost) will be ordered on an as-needed basis, with payment by PO. For every PO, the contractor will be required to submit two (2) bonds, a performance bond, and a labor and material payment bond for 100% of the PO price. The State will prepare a PO for the desired quantities of each line item and provide it to the Contractor.

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**

Payment will be made after approval of the services by the contract administrator and by sending an invoice to the administrative contact. Completed fence will be measured on-site by DOFAW staff and inspected for compliance with specifications before payment. For payments to be made, the seller must comply with the state of Hawaii.

After approval of the services by the contract administrator, payment invoices must be sent by email to [thiago.d.vargas@hawaii.gov](mailto:thiago.d.vargas@hawaii.gov) for payment. No payment can be made without due confirmation from the contract administrator that the services were performed properly.

## **Extensions**

The DLNR reserves the option to extend the contract upon mutual agreement by both parties for up to two (2) additional 12-month periods.

## **General Conditions**

It is understood that the contract includes Forms AG-008 General Conditions and AG-015 Special 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 DLNR 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).

\*\*The awarded contractor will provide weekly certified payroll to the Contract administrator. \*\*

## **Contractor's License Required**

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



## **Subcontractors**

The bidder shall provide the name and contact information of 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 that 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>
<b>Basic Motor Vehicle Insurance And Liability Policies</b>	<b>BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident</b>

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 the 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 DLNR Interim 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 DLNR Interim 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 a 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 within 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-sections 5.5 c. and 7.20 - Suspension of Work of the DLNR Interim 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 DLNR Interim General Conditions.

**Worker Safety:**

The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the DLNR Interim 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 Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) "Certificate of Compliance". (HRS Chapter 383 -

Unemployment Insurance, Chapter 386 - Workers' Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) "Certificate of Good Standing". Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Preferably, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance" indicating the bidder's status is compliant with the requirements of §103D-310(c), HRS, and shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

### **Campaign Contributions:**

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

### **Protest:**

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

**PU'U O'O FENCE  
INSTALLATION, Hawaii Island**

Thiago Vargas  
Department of Land and Natural  
Resources Division of Forestry & Wildlife  
State of Hawaii  
1151 Punchbowl Street Room 325  
Honolulu, HI 96813

Dear Sir/Madam:

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

Offeror is:

- Sole Proprietor     Partnership     \*Corporation     Joint Venture
- Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

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

Businesses address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_

**(x)** \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

E-mail Address:  
\_\_\_\_\_

\*\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*\*If the 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:

---

**Pu'u O'o Fence Project:**

Pu'u O'o Fence Project Item No.	Unit Price	Multiplied by estimated quantity	Cost
1. Mobilization Fee (1 move)	1	1	
2. Clearing of the fence line		14,500	
3. Per ft cost - Full Installation, skirting and pinning		14,500	
4. Per gate cost (16')		2	
5. Per gate cost (8')		2	
5. Per gate cost (pedestrian)		1	
5. Material Transportation		1	
<b>TOTAL COST</b>			

\* **Mobilization fee** will be procured if needed only in case unforeseen circumstances arise due to the State changing the scope of the project.

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. \_\_\_\_\_

Commercial General Liability Insurance:

Insurance Agent (Company Name): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact No.: \_\_\_\_\_

Insurance Underwriter: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Subcontractors: If the Offeror is using subcontractors for this project, the 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: PU'U O'O FENCE INSTALLATION

Under Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract over \$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, except 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: \_\_\_\_\_

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

1. **State of Hawaii Contractor License Information** \_\_\_\_\_

TAX EQUALIZATION CERTIFICATE

**SUBJ: Offer No:** \_\_\_\_\_

Description:    PU'U O'O FENCE INSTALLATION

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)?         | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH?        | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Will your business provide any services in the SOH under the contract to be awarded?   | <input type="checkbox"/> | <input type="checkbox"/> |

\*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 a 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

EXHIBIT A

**SURETY [BID] [PROPOSAL] BOND**  
(11/17/98)

Bond No. \_\_\_\_\_

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_,  
*(Full Name or Legal Title of Offeror)*

as Offeror, hereinafter called Principal, and \_\_\_\_\_,  
*(Name of Bonding Company)*

as Surety, hereinafter called Surety, a corporation authorized to transact business as a  
Surety

in the State of Hawaii, are held and firmly bound unto \_\_\_\_\_,  
*(State/County Entity)*

as Owner, hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
*(Required Amount of Bid Security)*

Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of  
which sum well and truly to be made, the said Principal and the said Surety bind ourselves,  
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS:**

The Principal has submitted an offer for \_\_\_\_\_

\_\_\_\_\_  
*(Project by Number and Brief Description)*

**NOW, THEREFORE:**

The condition of this obligation is such that if the Owner shall reject said offer, or in  
the alternate, accept the offer of the Principal and the Principal shall enter into a Contract

with the Owner in accordance with the terms of such offer and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Offeror)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title