

Solicitation

HIF-WAIEA-25

WAIEA NATURAL AREA RESERVE PHASE-2 FENCE INSTALLATION, Hawaii Island

OVERVIEW

The State of Hawaii’s Division of Forestry and Wildlife (DOFAW) is seeking bids for constructing an ungulate-proof fence within the Waiea Natural Area Reserve (NAR), as well as associated tasks such as clearing the fence corridor and installing pedestrian and vehicle gates. The successful bidder will enter a contract with the State of Hawaii from which fence project will be executed with a State of Hawaii Purchase Order (PO).

The bidder will also provide a performance bond and a payment bond to ensure completion of all portions of the project to the specifications herein and payment of any materials, or labor debts.

There will be a voluntary pre-bid conference for the Waiea NAR Phase-2 Fence Project so that there is ample time for contractors to view the project area and ask questions. Below are details for the pre-bid conference.

Waiea NAR Phase-2 Fence Project Pre-Bid Conference: Meeting will take place on Tuesday, April 29th, 2025 at 9:30am, approximately at the 99.5-mile marker on Highway 11. There is a 4wd access road on the mountain (mauka) side of the highway. Pull in front of the access gate and wait for DOFAW staff to open the gate. You will need a 4wd vehicle to check out the work site. Be careful of oncoming traffic in both directions when pulling over. There are not a lot of places to pull over and the highway has blind turns in that area. Please have sturdy hiking shoes and bring drinking water. Most of the fence line can be seen from the 4wd road, but there are some backcountry sections too that we can check out.

As a courtesy, please contact the Contractor Administrator, at least one day prior to the meeting if you would like to participate. 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 fence installation site at the bidder’s expense. Geographic Information System (GIS) shapefiles as well as Google Earth files of the fence route are also available for review by contacting the Contractor Administrator. 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.

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

Deadline to Submit Written Inquiries	Tuesday, May 06, 2025
Voluntary Waiea Fence Pre-Bid Conference	Tuesday, April 29, 2025
DOFAW’s Response to Written Questions	Monday, May 12, 2025
Deadline to Submit Bid*	Friday, May 23, 2025

Offers must be submitted through the State of Hawaii eProcurement (HiePRO) system.

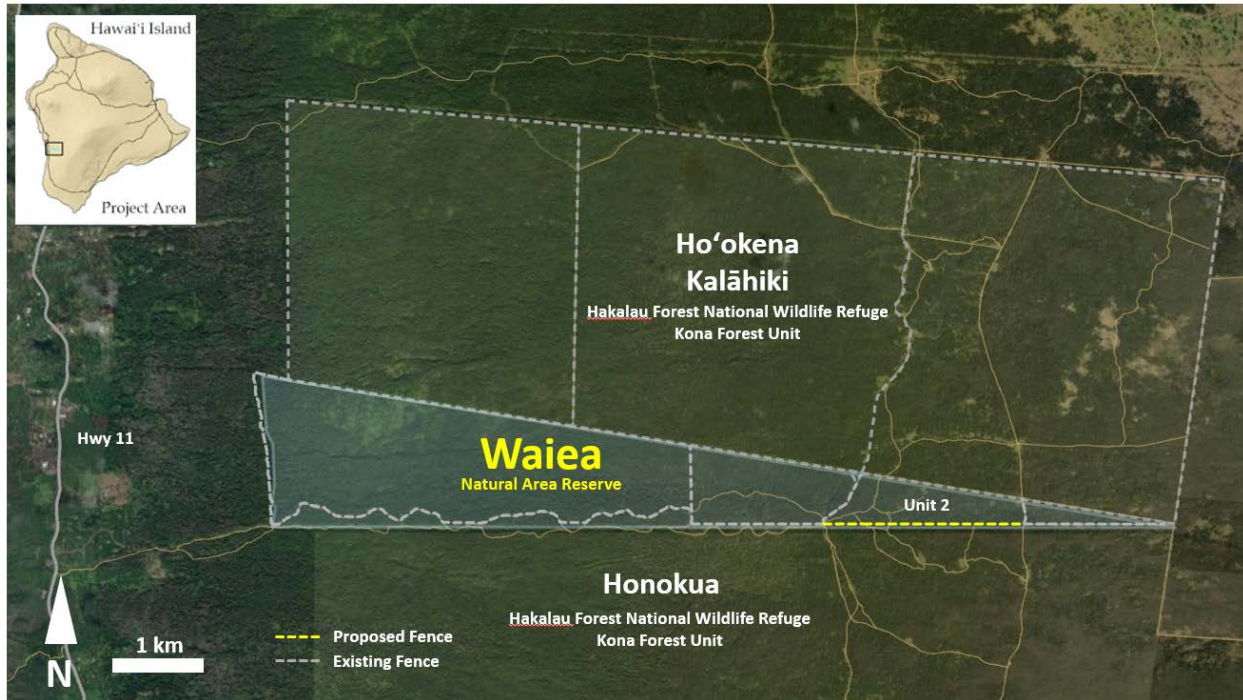
OFFER FORM

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SCOPE OF WORK

Figure 1. Location of Waiea NAR Phase-2 Fence Project Area on Hawaii Island.



The objective is to protect and preserve approximately 130 acres (ac) in Waiea NAR of irreplaceable watershed, unique native ecosystem, as well as the rare and endangered species it supports. (See Figure 1). The project areas are owned by the State of Hawaii and managed by DOFAW.

Minimum Qualifications:

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

Must be familiar with installation of 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 with no roads (requiring helicopter transport of materials and/or crews) and rough, undisturbed lava terrain in the State of Hawaii of at least 16,000 LF each.

Waiea NAR Phase-2 Fence Project Details:

In Waiea NAR, approximately 1.1 miles, or 5,800 linear feet (LF), of fence will be constructed in the following TMK (3) 8-6-001:003.

Figure 2. Waiea NAR Phase-2 Fence Project Section and Infrastructure

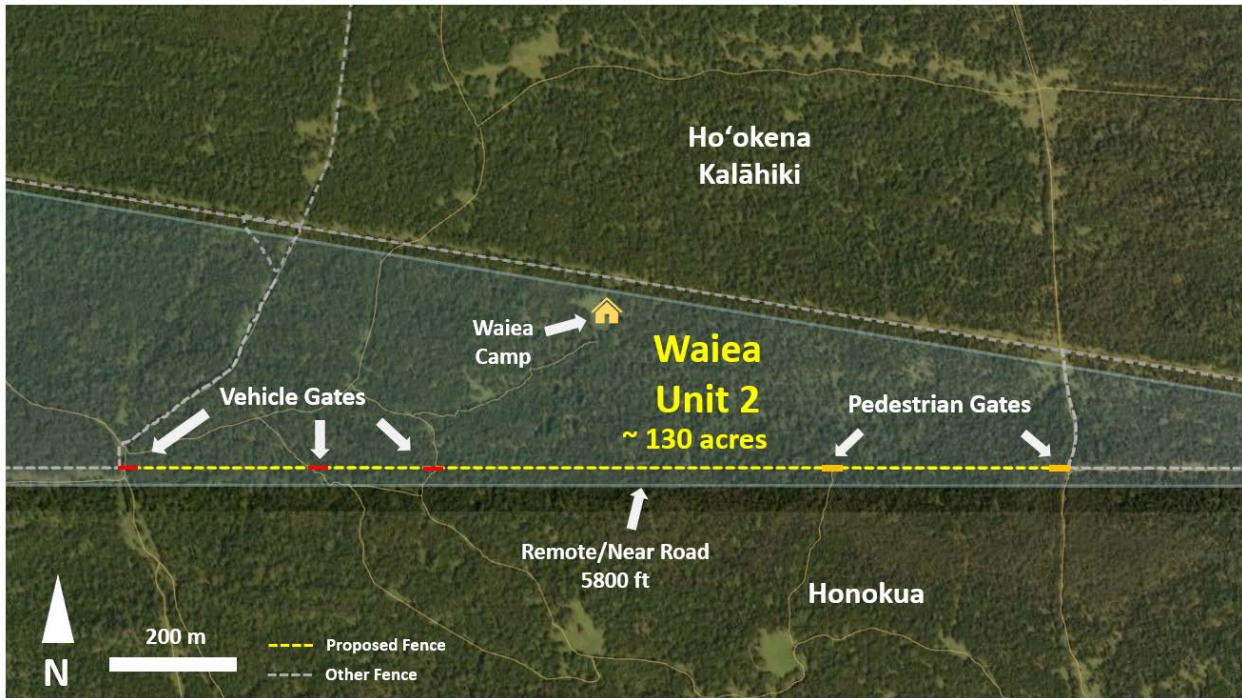


Table 2. Summary of Waiea Natural Area Reserve Fence Project Sections

Segment	Estimated Length (LF)	Access
Unit 2	5800	Remote/Near Road

Minor changes in the fence alignment may be made due to terrain or avoidance of sensitive features, such as the identification of Endangered plants and/or archaeological features. The State reserves the right to purchase larger or smaller quantities at the per linear foot price quoted on the OFFER FORM page.

Access:

The Waiea NAR Phase-2 fence project will be accessed by using a 4wd road located near the 99.5-mile marker of Hwy 11. This route crosses through private land (Mc Candless Land & Cattle Co), before entering Waiea NAR. DOFAW staff will get permission from the landowner for the Contractor to cross through their land to get to the work site. Keys will be needed to use this access route. The keys can be checked out from the DOFAW office with a deposit. The Contractor will notify DOFAW of the dates of access in advance so that the landowner can be notified. Access to the fence installation sites from the main route is by four-wheel drive or by foot.

The Contractor shall be responsible for transporting all required fence tools, work crew, and equipment to the installation sites. Equipment may be stored on-site at the Contractor’s own risk. DOFAW will deliver fence materials to staging areas within the work area. The Contractor will disperse materials

from the material staging areas to the installation sites. DOFAW will not provide any helicopter transport for The Contractor's crew or material. The Contractor shall coordinate its work schedules, timing and other relevant communications directly with the Helicopter Contractor; however, the State's Contract Administrator shall be notified at least 5 days in advance of proposed work and flight schedules and included in pertinent communications affecting the project. The Contractor must complete full walk through with a State representative prior to commencing. The Contractor must obtain all necessary landing permits prior to commencing work. Landing permits are applied for through the DOFAW Hilo office, 19 East Kawili Street, Hilo, HI. All permits must include a schedule of work and list the Contractor's staff working on the project at the time. The Contractor will work with the Contract Administrator to identify appropriate helicopter landing zones.

Terrain:

Within the project area of Waiea NAR, the forest is characterized as a 'Ōhia (*Metrosideros polymorpha*) Montane Wet Forest with native understory tree species, uluhe ferns, and scattered assemblage of native and non-native ground species that include sedges, grasses, herbs, shrubs and ferns. Substrates are older forested a'a and pahoehoe lava flows ranging from 750-3000 years old. The ground can be uneven, rough, and undulating. The ground can be loose or solid rock, soil, or mud.

Site preparation:

The fence corridor will be delineated and flagged by DOFAW. 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. Shift can only be into the NAR since it cannot be moved into adjacent land. 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 or potential archaeological structures. The Contractor shall be responsible for brushing (removing) some vegetation 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. This may include some shrubs, ferns and both non-native and native vegetation. Brushing of plants along the fence corridor should only remove those plants that may hinder fence construction or future fence inspections, such as potential overhangs, unless it has been determined that the tree is an endangered species (State will flag any endangered species with pink flagging). 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 (mainly ohia) that are 6" in diameter, may **NOT** be cleared. Any native trees, especially ohia, that are cut or limbed must be sprayed with spectracide to close wound. Hand clearing is required unless there is pre-approval for the Contractor to use small equipment to brush the fence corridor.

The Contractor may be allowed to use small equipment to assist in clearing and fence installation along the roadside fence sections after final approval from DOFAW staff. Small equipment must be no more than 5 tons and rubber tracked. If equipment is used to clear the line, the Contractor must not clear beyond the allowable 10 feet corridor. Any small equipment that the vendor would like to use for the project must be included within the Offer (type and specifications) for approval. If the vendor has any examples of using small equipment on prior jobs, it encouraged to include those in the proposal.

There are no known archaeological sites within the fencing corridor, but if found they will be flagged and must be avoided. If The Contractor finds bones or cultural artifacts at any time during site preparation or installation, work must immediately cease and DOFAW notified promptly. The entire fence line is within Endangered species 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. The 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.

Camping:

All camping permits must be in hand prior to the commencement of work. Camps along the fence line may be permitted subject to approval in advance by the Hawaii Island District DOFAW office in accordance with standard guidelines for camping in State Forest Reserves. DOFAW staff will coordinate with The Contractor on appropriate camping locations. Contact information will be provided to The Contractor.

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 to provide their own 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 for overnight vehicle parking.

Native and Alien Plants and Animals:

The purpose of this project is to fence valuable watershed and important habitat with high conservation value. 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., 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 spreading alien plants already found at the fencing sites. For Contractors arriving from other islands, contractors must perform these tasks prior to transporting your equipment and personal gear to Hawaii. The Contractor will not store materials prior to material drops in areas known to contain ROD, Little Fire Ants, Coqui, etc. The Contractor Administrator reserves the right to inspect all gear prior to 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 existing fence, t-posts bundled on the inside of fence area, skirting on the inside of 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 prior to the commencement of work.

Project Completion:

The Contractor will remove all scrap (e.g., wire mesh, smooth wire, damaged posts, and discarded spades), tools, and trash. Surplus materials such as fence posts or pipe will be arranged neatly at a material depot identified by DOFAW.

Materials:

DOFAW will supply the following materials of the following specifications to complete fence installation, including:

- o 48" Woven Wire: 1348-6-12.5: 330-ft roll X 48" high tensile steel woven Bezinal or Galfan coated longlife or "X" knot hog wire fabric or equivalent
- o 32" Woven Wire: 832-6-12.5: 330-ft roll X 32" high tensile steel woven hinge lock hog wire fabric, Bezinal or Galfan coated or equivalent
- o T-133 galvanized steel posts: T-133 posts, 8.5 feet in length. Certified ASTM RR-F-221/3A. Galvanizing per ASTM 123, with anchor plate
- o Galvanized pipe for corner posts, anchors, in-line braces and/or line bosses will be a minimum 2 7/8" outside diameter (OD). Galvanized pipe for brace rails will be a minimum 2 3/8" OD and 10.5" long. Galvanized pipe for vehicle gate hinge posts will be a minimum of 3" OD.
- o Pipe Caps: Galvanized 2-7/8" pipe caps
- o H-brace Hardware: 2-7/8" Arrow Bracket Set
- o Fasteners: Clips, Bezinal coated. Minimum 11-gauge. 7 per T-post per panel
- o Pins: Concrete forming pins, 5/8" X 5/8" X various lengths (determined by substrate)
- o Smooth wire: 9-gauge straight wire Bezinal coated
- o Hog rings: 9 gauge, Bezinal coated

The Contractor will provide the following:

- o Pedestrian Gates: 2 will need to be fabricated (see specs below)
- o Vehicle Gate: 3ea 16ft, two-piece, vehicle gates will need to be fabricated (see specs below)

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 it to an identified material depot. The Contractor is responsible for providing other materials including but not limited to materials for gates and step overs.

This fence material will be available for pick-up at a designated staging area within either project area. The bidder is responsible for transporting all materials to the fenceline from the staging area, labor to construct the fence, and any necessary clearing of vegetation along the fence corridors.

WAIEA FENCE SPECIFICATIONS

1. General

The purpose of this fence is to delineate the boundary of the NAR as well as exclude sheep, goats, pigs and feral cattle. The following specifications are necessary to ensure the fence prevents ungulates from entering the area enclosed by the fence and to minimize long-term maintenance. The fence will be carefully inspected and approved by DLNR staff prior to all payments to the Contractor to ensure that the following specifications are met.

The wire mesh will be a minimum of 75 inches high, measured perpendicular from the ground surface and attached to the outside of the galvanized steel pipe and T-posts using fence clips or 9-gauge smooth wire. 48" woven wire will be installed with 32" woven wire attached on top throughout fence sections located within a closed forest canopy. ALL high and low points need to have a post. There will be an H-brace installed every 660 feet and a line boss (2 7/8" OD) installed every 330 feet. All vertical pipe will be driven 36" into the ground and secured with appropriate braces. Line bosses and corner posts on fence line turns of 30 degrees or greater will be supported by H-braces. On inside turns, these H-braces will be set perpendicular to the inside of the line turn. Outside turns of this type can be tied back to a secure t-post or form pin anchor. Vertical pipe at turns greater than 60 degrees will be braced with 3-point H-braces. Anchors and/or wire mesh skirting will be used in areas of uneven or rocky ground and secured with anchors or pins. To ensure that the fence excludes ungulates, the bottom of the woven wire will ideally be flush to the ground. If The Contractor has an alternate means of securing skirting, then consultation should be provided to the Contractor Administrator.

2. Posts (Pipe and T-Posts)

Posts and t-posts will be driven into drilled holes and tamped, if necessary, securely enough to withstand 250 pounds of vertical pull and any horizontal force that would cause the posts to be uprooted prior to being bent. All posts will be installed within 5 degrees (or two [2"] inches) of plumb. T-posts will be placed within three (3") inches of a center-line drawn between the pipe corner posts. Standing trees or logs may not be used as fence posts.

Pipe Posts – Vertical galvanized pipe post will be installed as line bosses every 330 ft and at any point the fence makes a change in direction. These will be braced according to the specifications in Section 3 - Braces. Line boss and corner posts will be ten (10') ft sections of 2 7/8" OD galvanized pipe. Vertical pipe posts will be driven to a minimum depth of thirty-six (36") inches and installed within 5 degrees of plumb. Vehicle gate hinge posts will be of 3.5" outside diameter galvanized pipe. See Section 9 – Gates for additional specifications. Bracing for gates should be welded vs. attached with hardware for (see gate diagram).

Vertical Pipe posts (2 7/8" OD) and braces also will 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 in section 3). In

areas where the fence makes long, straight runs on level ground, line bosses (2 7/8" OD will be installed every 330 feet, and in-line two point H-braces every 660ft.

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 24 inches. 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 posts. Where posts are to be installed in solid rock, the spade anchors may be removed so that posts fit tightly in drilled hole. All cuts will be sprayed with a 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 which are bend, split, mushroomed, cracked, twisted or have cracked, chipped, or scratched coatings will not be used.

3. Braces

Any point where the fence changes direction is considered a corner and should have a vertical 2-7/8" pipe installed. These will be braced according to the strain on the corner by the tensioned fence and the angle of turn. These vertical corner posts will be driven to a minimum depth of thirty-six (36") inches and within 5 degrees of plumb. To prevent water collection, caps will be affixed to all posts. All cuts will be painted or sprayed with a cold galvanizing paint. If these posts bend out of plumb under the tension of the fence, or if the turn exceeds 30 degrees, they will have appropriate bracing. All turns greater than 30 degrees will be braced. For outside turns (of less than 60 degrees) two-point H-braces will be installed perpendicular to the fence and bisecting the angle of turn. Inside bends (of less than 60 degrees) can be secured with a tie-back to a secure anchor. Any turn exceeding 60 degrees will be supported by a 3-point H-brace. All H-braces will consist of vertical posts connected by brace rails and tensioned wire. They will be installed in-line with the fence. Vertical pipes in H-braces will be a minimum 2 7/8" OD and installed to the same specs as single boss and soft corner posts. To provide a solid brace, the vertical posts of the H-brace shall be placed no closer to each other than 1 ½ times the height of the fence. Horizontal brace rails will utilize 2 3/8" OD pipe. In-line two-point H-braces will be installed every 660 feet.

4. Woven Wire Mesh

Woven wire will be deployed with minimal damage to 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 at a minimum of seven (7) evenly spaced points. Wire mesh will be fastened to the outside of t-posts and outside corner posts; the side where ungulate pressure will ultimately occur. Mesh may not be secured to tree trunks. All wire is to be stretched and fastened with approved fence clips. 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 recommendations taking into consideration field conditions.

Adaptations to terrain – Woven wire will not be deformed to adapt to variation in contour. “Bellying” is unacceptable. Where a radical change in slope occurs, 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.

48" woven wire will be installed with 32" woven wire attached on top throughout fence sections located within a closed forest canopy (Figure 1).

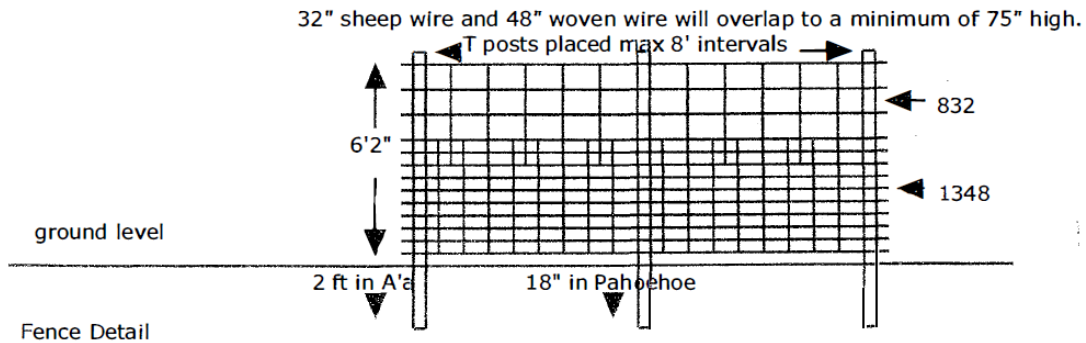


Figure 1. Example of 48" woven wire with 32" wire attached on top. Wire will not overlap. It may be secured together with hog rings provided. Upper 32" wire will be secure with separate clips and be separated by one knuckle on the t post. Top and bottom section of hog wire must be secure to each other between t posts.

5. Apron (or skirting)

The bottom strand of mesh wire will be fastened to each t-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 prior to payment. If anchors cannot close a gap greater than one (1") in between the bottom strand and the ground an apron must be installed.

Apron shall be 32" high tensile woven wire. The apron should overlap along the bottom of the fence by 2 rows of squares or maximum 1 foot 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. Apron shall be attached to the wire mesh using hog rings. One hog ring shall be used per square of mesh and attached to the panel in an alternating pattern between the bottom of the wire and the bottom of the fence. Apron should extend 1 ½ feet beyond the vertical plane of the fence. The edge of skirting will be secured with appropriate anchors. A tie wire shall be attached to the anchor through the hole provided in the pin and then tied to the apron. Anchors shall be spaced no more than 15 feet apart. To the greatest extent possible, anchors must be buried in the ground. Terrain will dictate the number of anchors required per length of skirt. For this solicitation, 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 the above specifications are met. In cases of rugged and severe undulating pahohoe and a'a lava, skirting will be required to maintain the cumulative 75" height of fence and tight relation to the ground. Where obstacles such as rocks or large roots appear, either these items must be removed (if approved by DOFAW staff) or the apron must be installed to fit tightly around these surface irregularities.

6. Hog rings

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

7. Clips

Clips shall be twisted 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 Bezinol coated.

8. Anchors

Anchors to ensure that the gap between the bottom strand of the wire mesh and the ground is no more than one (1") inch may be T-posts (T-133), concrete forming pins, or hot-dipped galvanized eyebolts and will depend on the substrate. When adjacent to roads, anchors will be placed on the opposite side of the fence from the road. All anchor options will be provided by the State.

T-post anchors will be driven at a 30 to 45-degree angle such that the tops are no more than 2 (2") inches off the centerline and that no more than three (3") inches is protruding from the ground surface. Posts will be attached to at least two (2) of the bottom strands of woven wire with 9-gauge wire. Post will be driven to pull the tie tight. Use T-posts if soil substrate is at least two (2') feet deep and relatively soft.

Concrete forming pins will be driven at a 30 to 45-degree angle such that tops are no more than four (4") inches off the centerline of the fence and no more than three (3") inches is protruding from the ground surface. Pins will be attached to at least two (2) of the bottom strands of woven wire with 9-gauge wire. All 9-gauge wire should be tied to a vertical and horizontal strand of woven wire to ensure a uniform downward pull. Pins will be driven down to pull the tie tight. Pins must be installed such that they do not contact the woven wire of the fence. Pins should be used if soil substrate is less than two (2') feet deep or substrate is rocky or hard packed.

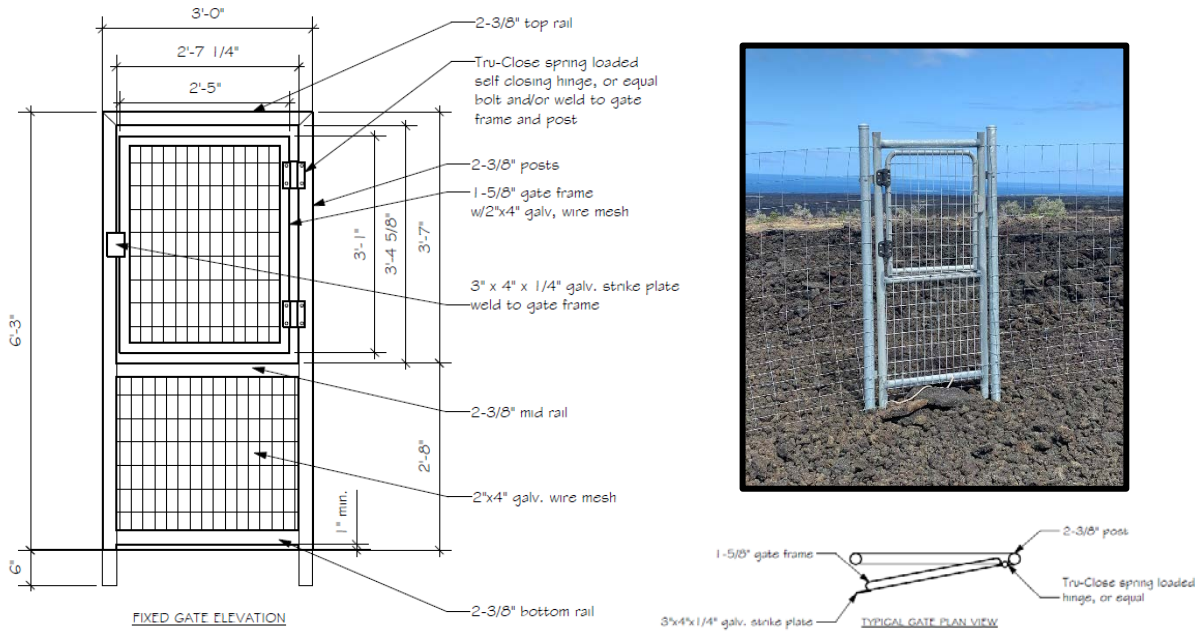


Proper use of concrete pin to anchor fence down. Notice the pin does not contact the woven wire.

9. Gates

Pedestrian gates: Will need to be fabricated (and materials provided by The Contractor). Gates will be a minimum of 75" working height with additional 6" stub-outs on bottom. Total length of vertical pipes will be 81" minimum, 96" maximum – single piece pipe (not welded). Total width is 36" with a swinging gate 28" W by 36" H. There should be a 32" high fixed step over. 2" x 4" square steel dipped galvanized paneling will be used for fixed gate mesh portions. Perimeter pipe will be 2 3/8" OD Schedule 40 galvanized steel pipe. Gate will be designed as a self-closing gate, using heavy duty weather resistant Tru-close hinges or equivalent. All hardware will be galvanized included any screws, bolts or mounting hardware. Gate will swing in only one direction and have a gate stop. The step over must allow human

traffic and yet prevent ungulates from crossing (See Pedestrian Gate Diagram and picture examples below). The gate will be braced in two directions on hinge side, one to the vertical pipes of an H-brace, the other perpendicular to the hinge side upright of the gate. The perpendicular brace pipe will be set on the inside of the fence.



Vehicle gate: Along access roads there will be locations where vehicle access gates are required. Hinge posts for these gates will be 3.5" diameter galvanized pipe, drilled and driven to 36" in the ground and capped with galvanized steel caps. The hinge post should be braced with a horizontal pipe of 2 3/8" OD to a vertical pipe of 2 7/8" OD according to H-brace specifications, but joints in these braces should be



Brace bracket that will be provided.

OFFER FORM



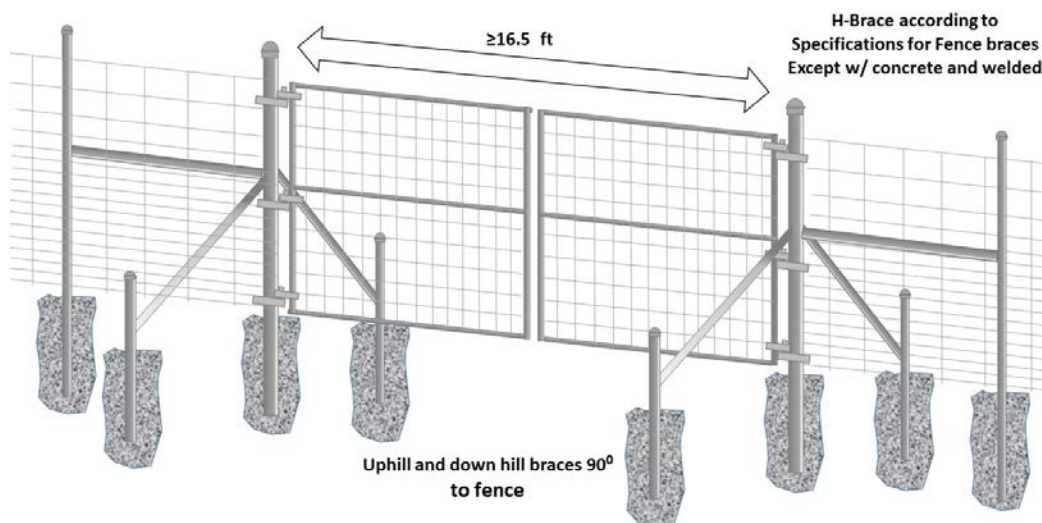
Example of a Vehicle gate and a pedestrian gate with the appropriate braces in place.

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welded instead of attached using hardware. The vertical members of the gate braces shall be at least 3' below grade to withstand a 300-pound pull against the top. Posts shall be erected plumb. Additional uphill and downhill braces should be constructed for the vehicle gate hinge posts using a 2 3/8" OD welded at a 45-degree angle attaching to a vertical 2 7/8" OD pipe buried 36" in the ground in concrete similar to gate posts and extending above the ground 12", or enough for attachment of diagonal brace, and capped. These gate braces should be perpendicular to the fenceline or gate H-braces. See gate diagram. Concrete collars can be added to posts and braces if substrate is insecure. Concrete shall be job-mixed, maximum slump four (4) inches. Proportion will be of one-part cement, two-parts fine aggregate, three-parts coarse aggregate, using a minimum of six bags of cement per cubic yard. Water content, maximum of 5 3/4 gallons per bag cement, including water contained in aggregate. Or use Quikrete or equivalent mixed according to manufacturer's instructions.

The opening for the vehicle gate should be no less than 16.5' wide, enough to accommodate two approximately 8' gates hung so that there is no more than 2" between the gates and each other, the hinge posts, and the ground. Gates should be a total height of 75" above the ground and be within 1-2" of the ground. They should be made from 2" Schedule 40 galvanized pipe with High Five Coral Panel covering entire gate. Contractor will provide shop drawings of the gate showing proposed construction for approval. All welds and drilled areas will be protected with cold galvanized spray. The gate shall be installed to swing at least 90 degrees from the closed position. The hinges will be industrial pressed steel 180-degree u-bolt style and welded to the hinge post once installation is complete. Three hinges should be used on each gate/post and equally spaced from the ground up. To ensure close contact with uneven ground, gates may require a skirt of High Five Corral Panel material that extends 12" or less below the bottom of the bottom horizontal pipe which is cut to follow the ground contour. This skirt should be attached securely or integrated into the gate design so that it is secure and cannot be pressed inward by animals.



Vehicular gate diagram for the Waiea Fence Project Area.

Pre-Installation Conference:

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
- Helicopter transport
- 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 joshua.vandemark@hawaii.gov.

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.

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 BEFORE Offer Due Date & Time.

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 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 solicitation.

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 when submitting bid on HlePRO, Retain the original to submit if selected for award.**

Contract Administrator (CA):

Joshua VanDeMark, Natural Resources Management Specialist IV, DOFAW, is the Contract Administrator and can be reached at joshua.vandemark@hawaii.gov (808) 974-4221. If you are unable to contact Joshua, you may reach out to Nicholas Agorastos at Nicholas.R.Agorastos@hawaii.gov or (808) 974-4221.

The State may change the Contract Administrator or delegate at any time.

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. 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:

Waiea Project Item No.	Unit Price	Multiplied by estimated quantity	Cost
1. Per ft cost for Unit 4 South Section		5800 ft	
2. Pedestrian Gate		2	
3. Vehicular Gate		3	
TOTAL COST			

Vendor Selection:

Vendor must provide the unit price for every item number, in order 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 including the schematics for gates and step overs.

Fence Projects:

After Notice of Award has been issued DOFAW will work with the Contractor to install the fence with a State of Hawaii Purchase Order (PO) for each section. 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 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 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. For every Linear Footage requisitioned by the State via PO, The Contractor will have six (6) months to complete. The State has the discretion to allow extensions if the bidder submits requests in writing at least 30 days prior to the end of the six (6) month period.

Payment:

Payment will be made with a State of Hawaii Purchase Order (PO). Partial payments may be invoiced every 30 days, at the completion of a line item, or at the completion of a project. Completed fence will be measured on site by DOFAW staff and inspected for compliance with specifications before payment.

General Conditions:

It is understood that the specifications include Forms AG-008 General Conditions.

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

In the event of a conflict between conditions, General Conditions shall take precedence, followed by 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 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 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-section 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 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

WAIEA NATURAL AREA RESERVE PHASE-2 FENCE INSTALLATION, Hawaii Island

Joshua VanDeMark or Nicholas Agorastos
Department of Land and Natural Resources
Division of Forestry & Wildlife
State of Hawaii
19 E Kawili Street
Hilo, HI 96720

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 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:

Waiea Project Item No.	Unit Price	Multiplied by estimated quantity	Cost
1. Per ft cost for Unit 4 South Section		5800 ft	
2. Pedestrian Gate		2	
3. Vehicular Gate		3	
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: _____

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 No: _____

Title: WAIEA NATURAL AREA RESERVE PHASE-2 FENCE INSTALLATION

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

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

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

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

Offeror _____

Signature _____

Title _____

Date _____

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No: _____

Description: WAIEA NATURAL AREA RESERVE PHASE-2 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)? | _____ | _____ | |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ | |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ | |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* | |

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

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

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

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

Offeror _____

Signature _____

Title _____

Date _____

COMBINATION PERFORMANCE AND PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____,

(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

(State/County Entity)

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

(Twice the Dollar Amount of Contract)

DOLLARS (\$ _____) (being _____

DOLLARS as performance bond and _____

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

WHEREAS:

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

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

NOW, THEREFORE,

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

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

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

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

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

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

OFFER FORM

OF-28

Please Upload; Keep Original

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