

State of Hawai‘i
Department of Land and Natural Resources
Division of Forestry and Wildlife

Invitation for Bid: DOFAW-KAWAIKINI-ALAKA‘I-26

I. Overview of Services Requested: Fence Construction for the Kawaikini and East Alaka‘i Summit Fences, Kaua‘i

Overview

The Division of Forestry and Wildlife (DOFAW), Department of Land and Natural Resources (DLNR), State of Hawai‘i (State) plans to construct a protective ungulate-proof fence within the Kawaikini Preserve, in addition to repairs to a section of the East Alaka‘i Protective fence and removal of old materials. Both project sites are located on the Island of Kaua‘i on a mixture of private and public lands managed by the Kaua‘i Watershed Alliance (KWA).

Scope of Work

Research within the Hawaiian Islands has demonstrated that feral pigs, goats, and sheep, which damage native vegetation, expose soil to erosion, and can pose a significant threat to the native biodiversity and watershed integrity of Hawaiian forests. Decades of hooved animal control in Hawai‘i verify that the only successful method of completely protecting an area is to exclude the animals with a fence.

The Kawaikini fence will protect and preserve approximately 785 acres in the Kawaikini Preserve from hooved animals. This proposed fenceline is approximately 4,699 linear feet (LF) or 1,432 meters (3 sections). *See Exhibit A.*

The East Alaka‘i Protective fence currently protects about 2,000 acres of priority watershed from hooved animals on the Alaka‘i Plateau but requires extensive repairs. The fence is approximately 2,360 LF or 719 meters (2 sections) and will involve the replacement and removal of old materials. Another highly degraded fence segment in the area, approximately 6,655 LF or 2,028 meters, will be required to be removed. *See Exhibit B.*

Please note that minor changes in the fence alignment may be made due to terrain or for avoidance of sensitive features, such as the identification of endangered plants and/or archaeological features.

Segment	Action	Length in Feet	Length in Meters
Kawaikini Fence	Construction (3 sections)	4,699	1,432
East Alaka'i Fence- Blue Hole Natural Barrier	Remove and replace livestock panel and 6' T-posts	225	68.58
East Alaka'i Fence – Main Summit Fence	Remove existing fence wire, deer mesh, and T-posts. Replace with livestock combo panel, woven stock fence, 12' T-posts, and bracing.	2,135	650
Old Wai'ale'ale Fence	Remove old 6' T- posts and remnant fence wire	6,655	2,028

Site Description

Kawaikini TMKs: (4) 1-7-001:001 and (4) 3-8-001:001 (contingent on landowner approval)

East Alaka'i TMKs: (4) 5-8-001:001 and (4) 4-2-001:002

This project area is located on the Alaka'i Plateau. Most of the project area is in native-dominated ecosystems. The montane wet forest of this area is characterized by an 'Ōhi'a-'Olapa canopy with the understory and open spaces dominated by a mixed assemblage of native sedges, grasses, herbs, shrubs, and ferns. The topography is irregular with meandering streamlets, ridges and gullies, and associated bogs. This project area extends to the summits of Kawaikini and Wai'ale'ale mountains, which are both dominated by open bogs and windswept ridges with low stature, exposed vegetation.

II. Contractor and Crew Activities

Access to Installation Site

The Kawaikini and East Alaka'i project areas can only be accessed by helicopter. The western (makai) side of the Kawaikini project area has only one open bog to serve as a helicopter landing

zone (LZ) (445804 x 2441021). At the eastern (mauka) side of that project area, containing the Kawaikini summit, there are numerous open areas to serve as LZs. The East Alaka'i project area also has numerous open areas along the fence route which can serve as LZs, particularly near the summit where bogs dominate. The primary LZ is located along the fence (44770 x 2440787) at an elevation of 4,790 feet. Contractor camp sites are paired with the LZs. See Camps section below.

Weather conditions at the fence sites are at times extreme and may change rapidly. Therefore, the work activity is weather contingent, and the Contractor must have a flexible schedule and be able to respond when weather conditions allow access.

Biosecurity

The purpose of this project is to protect valuable watershed and native 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. The Contractor shall be responsible for sanitizing all tools, equipment, fence materials, and gear before transporting to the work site. Boots, equipment and materials will be cleaned and inspected by the Contractor for seeds, soil, eggs, larvae, etc. All camping equipment and personal belongings must be inspected and/or treated to prevent the transmission of Rapid 'Ōhi'a Death (ROD), Little Fire Ants, Coqui frogs, Coconut Rhinoceros Beetle (CRB), and other pests. The Contractor will also take precautions to prevent spreading alien plants already found at the fencing sites. If arriving from other islands, the Contractor must perform these tasks prior to transporting equipment and personal gear to Kaua'i. The Contractor will not store materials prior to material drops in areas known to contain ROD, Little Fire Ants, CRB, etc. The Contract 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 at all stages of the fence installation and upon completion of work. Extra fence material may be left at the site, 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, streams, bogs, or exposed ridge tops.

Site Preparation

The Contractor shall be responsible for clearing (brushing) a fence corridor, fence construction, and post-construction clean-up. 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 or near the midpoint of the clearing. All stumps shall be removed or cut to a height and distance sufficient to prevent any pig, goat, or deer from using them to climb up, reach the top of the metal fence, and either force or chew through the plastic deer-mesh extension. The Contractor should minimize clearing wherever possible to reduce impacts to native vegetation. Additionally, the contractor shall be responsible for removal of

standing dead trees (snags) even when just outside the brushed corridor, if they could pose a serious future threat to the fence when falling. Note that it is not necessary to remove all vegetation, but unstable limbs which are damaged, dying, dead or rotting should not overhang the constructed fence since they have a greater chance of falling onto the fence in the future. Brushing of plants along the fence corridor should only remove those plants that may hinder fence construction, future fence inspections, or pose a future risk to the fence, and cut debris should be placed in designated areas to avoid any conflicts with fence maintenance or endangered species in the area.

Endangered species may not be cleared or disturbed and will be flagged with pink and black striped flagging by the State. 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 and the KWA have conducted biological surveys and have flagged all known rare species locations and have routed the proposed fence line to avoid these resources. However, there may be times when the fence route runs unavoidably close to rare species and the Contractor will be responsible for not damaging those resources.

In addition, large healthy native trees shall be avoided as much as possible. Should 'ōhi'a trees need to be limbed, the open wounds should be treated with latex paint (or a similarly approved product) within a maximum of 10 minutes of cutting to minimize risk of exposure to *Ceratocystis* (ROD) or other pathogens and discourage beetle infestation.

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 must be notified immediately.

Kawaikini

The fence corridors have been delineated and flagged. It is recognized that for installation purposes, the Contractor may choose to shift the flagged alignment slightly. The fence alignment may need adjusting prior to and/or during corridor clearing, and only after consultation with DOFAW and KWA staff. 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 nesting birds, and to avoid potential archaeological structures.

East Alaka'i

The existing fence line location will be maintained, so no new fence routes are needed. Because there is already an existing fence route, and the site is very open and boggy, minimal clearing of vegetation is anticipated. However, for installation purposes the contractor may choose to shift the existing fence alignment slightly. This may occur only after consultation with DOFAW and KWA staff. Upon approval, the Contractor may re-align the fence.

Due to the deteriorated condition and high conservation value of the summit fence, the State strongly encourages the Contractor to prioritize replacement of the East Alaka'i summit fence

whenever weather, logistics, and helicopter access permit. The sequence of work shall otherwise remain at the Contractor's discretion unless directed by the Contract Administrator.

Camps

Camps will be paired with LZs at designated locations in the general project area. There are three designated camp sites within the Kawaikini/East Alaka'i project area. There is no existing infrastructure at any of these sites. The Contractor will be responsible for supplying their own temporary camp infrastructure and removing all trash and materials upon completion of the project. If there are questions or if additional sites are desired, DOFAW/KWA staff will coordinate with the Contractor on appropriate camping locations.

The camp site for the main western section of the Kawaikini Fence is about 2,162 feet (659 meters) from the fence within an open bog. The camp site for the small SE wing sections of the Kawaikini Fence is 165 ft (50 meters) from the fence sections. Conditions are very wet and windy there, but the Contractor should not need to camp at the summit for long. *See Exhibit A.*

The camp site for the East Alaka'i fence is about 2,083 feet (635 meters) from the western start of the fence replacement section. Conditions are very wet and windy so a low-profile camp such as a lean-to is recommended here. At this site, the LZ is located on the outside of the existing fence and the camp is located on the inside where it's more protected and there is a small stream. Because of this, the Contractor will install a gate at the LZ to allow them to cross over easily. *See Exhibit B.*

Equipment, Supplies, Transportation, and Labor

The Contractor shall be responsible for the provision of the necessary installation equipment, supplies, tools, and all labor required to install fencing as specified herein. The Contractor shall be responsible for transporting all required fence materials from the staging area to the installation site. The Contractor shall be responsible to provide their own transportation of all materials, work crews, equipment, and supplies to the installation site. The Contractor is advised that DOFAW shall not supply personal protective equipment (PPE) or communications equipment (i.e. helicopter radio).

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, DOFAW/KWA 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 obtain all necessary landing permits prior to commencing work. 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 if sites outside the pre-designated LZs are requested.

Fence materials will be staged on the west side of Kauai where the Contractor can access them to assemble sling loads and send the materials directly up to the installation site from there. Please review the biosecurity portion of this contract and check materials thoroughly for invasive pests or weeds before sending materials to the installation site. Additional materials may be available for pickup at the DOFAW baseyard in Līhu‘e. The Contractor may not use the DOFAW baseyard as an office or staging area; for storage of tools, supplies, equipment, or other materials; or for overnight vehicle parking.

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/KWA at least five (5) days in advance whenever work at the Project site is planned to begin and shall notify DOFAW within three (3) days of leaving the Project site if the Contractor plans to be away for more than one (1) week. All camping and landing permits required for any camping and landing to be conducted on State land must be acquired from the local DOFAW office prior to the commencement of work. For private land access, the Contractor shall coordinate with KWA staff to complete and submit staff waivers.

Project Completion

Upon completion, surplus materials that have been staged at the installation site will be arranged neatly along the fence route for use in future repairs. Surplus materials left at the staging site will be transported to a material depot identified by DOFAW. The Contractor will remove all scrap pieces (e.g., bits of wire mesh, smooth wire, damaged posts, and discarded spades), tools, and trash from both the project site and the staging site.

III. Fence and Materials Specifications

Fence Materials

DOFAW has purchased the fence materials and will provide the Contractor with the materials as listed below. Despite shipping delays, most of the fence materials should be available before October 2026. Please contact DLNR with any questions or concerns. The Contractor shall ensure that the State DLNR shall get the benefit of all applicable manufacturer’s warranties; and all fence materials shall remain as the property of the State. If the contractor seeks to use materials in addition to or to replace the listed materials (at their own cost), the Contractor must submit in writing a list of their proposed materials at least 14 days before bid opening. These must be of the same or higher quality to complete fence installation. DOFAW will issue an addendum prior

to bid opening indicating whether those materials are acceptable. The materials will be staged at a storage site on the western side of Kaua‘i where they can be bundled into slings and flown directly to the project site.

There are nine gates that will be built to KWA specifications and manufactured by the fencing materials supplier. See Exhibit D.

- o Livestock Combo Panel (main fence) – 52” X 16’ combination livestock panels, all 4-gauge welded steel wire, 13 horizontal wires per panel with graduated spacing, 25 vertical wires per panel, wires hot-dipped galvanized after welding (GAW) Class 3 or better for maximum corrosion protection.
- o High-Tensile Woven Stock Fence (used for top half of both summit fences) – High-tensile 12.5-gauge (or heavier) woven-wire fence with fixed-knot or forged X-knot construction, a minimum installed height of 48” ± 1”, horizontal openings ≤ 6” ungraduated, vertical stay spacing ≤ 6”, and ≥ 9 horizontal line wires.
 - o All wire shall be coated with a zinc–aluminum or zinc–aluminum–magnesium metallic alloy coating of ≥ 360 g/m², equivalent in durability to the XFence XtraLife360™ / “6-Life” Zn–Al system, which is documented to substantially outlast traditional galvanization under severe environmental exposure.
 - o Acceptable Coating Substitutions: Other long-life ZA or ZAM metallic alloy coating, with or without polymer topcoat, may be accepted only if the bidder provides manufacturer documentation demonstrating corrosion-life performance equal to or greater than a 360 g/m² Zn–Al metallic coating under cyclic-wetting, salt-spray, or natural-exposure testing.
- o Deer Mesh Roll (used for second tier of Kawaikini main fence) – 6’ tall x 100’ heavy duty deer fence, 2x2 mesh, ASTM tested & certified to a minimum 700 lb. breaking load. Constructed of carbon black UV-stabilized polypropylene plastic, life expectancy-15 years. Deer Busters or equal product.
- o Horse Panel (for ground apron in flat, muddy sections) – Ungraduated 2" × 4" welded-wire steel mesh, 3-ft height, constructed from 4-gauge steel, galvanized after welding (GAW) Class 3 or better for maximum corrosion resistance.
- o Graduated Wire Rolls (for ground apron on dry or hilly terrain) – High-tensile 12.5-gauge graduated woven wire with hinge-joint (hingelock) knots, minimum fence height of 32 inches, ≤ 6-inch vertical stay spacing, ≥ 8 line wires, the bottom mesh opening (closest to base of fence) shall be ≤ 3” in height,
 - o All wire shall be coated with a zinc–aluminum or zinc–aluminum–magnesium metallic alloy coating of ≥ 360 g/m², equivalent in durability to the XFence XtraLife360™ / “6-Life” Zn–Al system, which is documented to substantially outlast traditional galvanization under severe environmental exposure.

- o Acceptable Coating Substitutions: Other long-life ZA or ZAM metallic alloy coating, with or without polymer topcoat, may be accepted only if the bidder provides manufacturer documentation demonstrating corrosion-life performance equal to or greater than a 360 g/m² Zn–Al metallic coating under cyclic-wetting, salt-spray, or natural-exposure testing.
- o T-posts (to support the fence) – 12 ft, 10 ft, and 6 ft length posts. Rail-steel studded T-post certified to ASTM RR-F-221/3A and meeting the requirements of ASTM A702 for hot-wrought steel fence posts. Post shall be minimum T133 weight class (1.33 lb/ft, not including anchor plate/spade). Each post shall include an anchor plate (spade) with an area of 18 sq in and weight 0.67 lb ± 5%, consistent with DOFAW material specifications for rail-steel T-posts. Posts shall be hot-dip galvanized after fabrication in accordance with ASTM A123, providing a uniform, full-immersion zinc coating suitable for severe-exposure environments
- o Smooth Wire (for fence ties) – 9 gauge soft drawn straight steel wire with either Class 3 galvanized coating or long life zinc–aluminum (ZA) alloy coating such as Bezinal® or Galfan®, compliant with ASTM A121 for zinc or zinc alloy coated steel wire.
- o High-tensile Smooth Wire (for top line supporting deer mesh) – 12.5-gauge high-carbon, high-tensile smooth steel wire, with Class 3 galvanized coating or long-life zinc–aluminum (ZA) alloy coating such as Bezinal® or Galfan®, compliant with ASTM A121 for zinc- or zinc-alloy-coated steel wire.
- o Hog rings – 9-gauge and 12.5-gauge steel hog rings with Class 3 galvanized or zinc-aluminum alloy (e.g., Bezinal®) coating.
- o Schedule 40 2 3/8” (for brace posts) – 10.5-ft, 8-ft, and 4-ft long steel pipe with 2 3/8” outside diameter ASTM Schedule 40 pipe manufactured to ASTM A53 (Grade A/B) and hot-dip galvanized after fabrication in accordance with ASTM A123 (or better) for long-life corrosion protection in extreme wet conditions.
- o Arrow Brackets for 2 3/8" S40 (for brace connections) – 3/16” or 5 mm arrow-style brace hardware connector for 2 3/8” S40 pipe steel with galvanized coating ASTM A153 for material class B-3: 336 grams/meter².
- o Schedule 40 2 3/8” caps – galvanized.
- o Gates – to be built to KWA specifications and manufactured by the fencing materials supplier.

Minimum Specification for Fence Construction

The purpose of these fences is to exclude all age classes of feral ungulates (pigs, deer, and goats). The following specifications are necessary to ensure the fence prevents feral ungulates from entering the area enclosed by the fence and to minimize long-term maintenance.

Fence Posts (T-Posts)

T-posts are used as fence posts to support the fence. Schedule 40 pipe can be used as fence posts in areas where additional bracing is needed (see bracing section below). Standing trees or snags may not be used as fence posts.

Fence posts of all lengths will be spaced no more than 8 feet apart (in the middle and at the ends of each panel) and closer when terrain dictates. Each panel connection will have a post supporting it. 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. String and level will be used to keep posts on center and plumb. At each panel change in angle of the fence line greater than 30 degrees, 3 posts shall be used to create the corner. One post shall be driven at the vertex of the angle and two posts shall be driven at least 4 feet from either side of the vertex post.

T-posts shall be driven to a minimum depth of 24" or 36", as specified within the following sections. If a post is not stable at a depth of two feet; the post will be pounded down until secure and a second post will be sunk two feet into the ground and secured to the first post. Posts shall be driven into the ground to withstand 75 pounds vertical pull and any horizontal force that would cause the posts to be uprooted prior to being bent. T-posts shall be driven by use of a tubular post driver or driving cap in a manner that will prevent damage to the T-post; a Post-mate type driver that attaches around the T-post may also be used.

Fence Panels

Fence panels will be hot dipped galvanized 52" by 16-foot combination panels, with graduated spacing and up to 13 horizontal bars. Panels will be attached to pounded T-posts using 9-gauge smooth wire. At each T-post the panel shall be attached at a minimum of 4 places; one along the top horizontal, one along the bottom horizontal, and two places evenly spaced in between. Any sharp tag ends of wire or tines must be bent inwards as to not pose a hazard to passersby. Livestock panels shall be flush along the ground. In situations where the ground is uneven, the ground must first be graded to accommodate the fence panel. In event that grading is not enough, fence panels can be cut to accommodate the shape of the terrain. Successive panels shall be attached using hog rings. When attaching two successive panels, a minimum overlap of two columns of squares must occur to ensure that flex in the fence is minimized. Adjoining panels must also align and be hog-ringed along the vertical (not the horizontal) axis. Securing adjoining panels on the horizontal axis will cause the adjoining panels to slide apart when pressure is applied at that spot in the fence; this sliding apart of adjoining panels is unacceptable. Securing adjoining panels along overlapping vertical axes is the only way to avoid slippage between adjacent panels and is the only acceptable method for connecting panels. A minimum of 8 hog rings shall be used to connect adjoining panels; 1 shall be used at each of the 4 corners where the two panels overlap, and the other 4 shall be used at additional areas as needed. Panels may be bent to accommodate slight changes in angle of the fence line. However, when sharp angles are encountered (60 degrees or more) panels should be cut and opposing verticals of the two panels should be interlaced and bent back on themselves.

Ties

Ties of 9-gauge galvanized steel smooth wire shall be twisted around posts, wire, and fence panels only tight enough to be secure. Overtightening to the extent of damaging the fencing materials will not be allowed. Ties should be tightened so they are not loose and there is no play between the tie and the T-post. Fence panels shall be attached to the T-posts at four points: the top and the bottom of the panel with two ties evenly spaced in between the top and the bottom. All tie ends must be bent inwards so as to not pose a hazard to passersby. The Contractor will be supplied with rolls of wire that they can cut to size for making custom ties.

Apron

Apron shall be continuous, of either 32-inch high tensile steel woven Bezinal coated fencing wire fabric, or 36-inch wide 2" x 4" mesh horse panel in boggy areas. The wire apron shall be attached directly to the lowest accessible eye of the fence panel and the fence wire shall be stretched horizontally over the ground on the outside of the fence. The side of the wire apron with the smallest eye must be the side connected to the bottom of the fence panel and the apron shall be attached to the panel fence using 9-gauge hog rings no more than every 12 inches apart. The apron mesh shall be secured to the ground using arrowhead-style earth anchors attached to the wire and driven into the ground. Anchors shall be spaced no more than 15 feet apart. Additional anchors may be required to attach the apron securely to the ground.

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

Where obstacles such as rocks or large roots appear, either these items must be removed, or the skirt must be installed to fit tightly around these surface irregularities. Where the skirt is cut to accommodate objects, or at the apron-wire rolls' ends, the strands of wire must be bent down and secured into the ground to avoid injury of hikers and hunting dogs.

For the sections where horse panel grate is required, the panels will be cut to size to match the terrain. The apron panel shall match up to the base of the panel fencing and be secure to the bottom line with 9-gauge hog rings no more than every 12 inches apart. Earth anchors should be spaced no more than 15 feet apart. Where the apron wire and the horse panel meet, they must be overlapped and secured using hog rings and the loose wire ends cut off or bent down to avoid injury of hikers and hunting dogs.

Hog Rings

Hog rings (9-gauge) shall be used to secure the apron to the bottom of the panel fence as described in the apron section above. They will also be used to secure the connections between fence panels, as described in the fence panels section above. Hog rings (12.5-gauge) will be used to secure deer mesh to the top wire and the fence panels. When attaching apron, deer mesh or

fence wire to panels, hog rings will be a minimum of 12” apart, or less as described in other sections.

Top Layer of Fence

Most fences in this contract must be built to a height of 8-feet (except for the 225-foot Blue Hole natural barrier). For the Olokele section of the Kawaikini fences, this top layer will be deer mesh which will overlap the stretched fence wire or livestock panel at a minimum of 20 inches and no more than 30 inches. One strand of high-tensile galvanized steel smooth wire at the top of T-post (at 8’) will support the deer mesh. The deer mesh will be secured to the fence wire or panel with 12.5-gauge hog rings and to the top strand wire (8 feet high) at 8-inch intervals.

For the three summit fence sections, the top layer will be stretched ungraduated sheep/goat wire attached to the bottom fence panel with 9-gauge hog rings. Woven wire shall not be deformed to adapt to variations in contour. “Bellying” is unacceptable.

Bracing

High winds occur frequently at the mountain summits, so these fences must be well braced to ensure stability and to stretch the wire fence. Braces will be Schedule 40 pipe (S40) built in a “N-brace” style. Where bracing is needed, a 2 3/8” x 10.5-foot S40 will be driven 2.5 feet into the ground for an above-ground height of 8 feet. A 2 3/8” x 4-foot S40 will be driven 2’ into the ground and a 2 3/8” x 8-foot S40 will connect the two posts on the diagonal. Arrow brackets will connect the diagonal pipes. Caps will be attached to seal the tops of the posts. See Exhibit E.

The entire Kawaikini summit sections and two portions of the East Alakai summit fence totaling 720 feet (219 meters) will require double bracing. In these sections, the fence must be braced on both sides and at a minimum frequency of every 40’. The fence must be stable, and more frequent braces may be necessary to ensure stability of the fence.

In the rest of the East Alaka’i replacement fence area (1,654 feet, 504 meters) braces must occur at a minimum spacing of every 80’ and will be placed on just the Northern side of the fence. However, the fence must be stable and more frequent braces or additional braces on the Southern side of the fence may be necessary to ensure stability. See Exhibit B.

Kawaikini Fence Installation – Minimum Specifications

General

A 96-inch-high (8’) fence will be constructed using rigid livestock panel and either sheep/goat wire mesh or plastic deer mesh supported by galvanized steel pipes and/or metal fence posts. The outside of the fence will be continuously skirted along the base. Where the fence follows a trail, the Contractor will be responsible for building it in such a way that it does not block access for land managers (i.e., continuously situated on one side of the trail or another). Gates will be

installed at strategic locations to allow access to intersecting trails and to allow land managers to cross the fence easily for regular inspections and maintenance.

The Kawaikini Fence project is 3 individual fences. There is one long section along the western edge of the unit that is approximately 4,429 feet (1,350 meters) in length. This will be referred to as the Olokele section. There are also two smaller sections on the southeast end of the unit that are 239 feet (73 meters) combined. These are referred to as the Kawaikini Summit sections. Build specifications for these two sections are different and those differences are described below. See Exhibits A and C.

Olokele Section

The longer Olokele section (4,429 feet) will be constructed with 10' T-posts driven 2' into the ground to a height of 8' and spaced no more than 8' apart. Graduated 16' livestock panels will be attached to the T-posts using 9-gauge smooth wire ties. A high-tensile carbon steel wire will be strung along the top of the T-posts. Deer mesh will be attached with 12.5-gauge hog rings to the top wire and the fence panels. Flexible wire mesh apron will be attached to the bottom of the fence with 9-gauge hog rings and secured to the ground with earth anchors. Five gates will be installed along the fence.

There is one stream crossing along this fence route, but since it cliffs out to a waterfall, a stream curtain is not required. At its southern end, the fence terminates at a cliff. The Contractor will extend the fence over the edge of the cliff to prevent animals from walking around the end of the fence. At the northern end, this fence will intersect with the existing Halehāhā protective fence.

Kawaikini Summit Section

The Kawaikini summit section has two short wing fences, one that is 216 feet and another that is 23 feet. Both ends of both fences will be tied into natural barriers. For the longer fence, both ends must overhang cliffs that drop away. For the shorter section, one end ties into the base of one cliff face and the other end will overhang another cliff below. The Contractor must construct these ends so that animals cannot walk around the ends of the fences. Panels must extend past cliff edges and must be cut to fit the base of cliffs with a gap of 4" or less.

The Kawaikini summit fences will be constructed from livestock panel lower portion supported by 12-foot T-posts driven 3-4 feet into the ground and extending 8-9 feet up. T-posts will occur every 8 feet along the length of the fence. Every 40 feet a 2 3/8" x 10.5' Schedule 40 pipe will be used as a fence post and it will be braced on both sides in the "N-brace" style with more S40 pipe and connectors. These braces will also be used to stretch the sheep/goat wire for the top layer of the fence. The wire will be secured with smooth wire ties and connected to the lower fence panels with 9-gauge hog rings. There will be an apron attached to the outside of the fence with 9-gauge hog rings.

East Alaka‘i Fence Removal – Minimum Specifications

General

Three fences exist in the East Alaka‘i Summit project area. The first fence, originally built to protect the Wai‘ale‘ale summit bog, was constructed in the 1990s of 6-foot T-posts and hog wire and it is highly degraded. The second fence is the main East Alaka‘i Protective Fence, built in 2011 to protect approximately 2,000 acres of bog and montane wet forest on the Alaka‘i Plateau and it fully encompasses the original summit bog fence. This fence was first constructed of a combination of graduated woven wire and combination livestock panel with 6-foot T-posts, schedule 40 corner posts and bracing. A retrofit to add deer mesh, with 10-foot T-posts and high-tensile top wire, was completed in 2021. A combination of solarization and high-winds have damaged the deer mesh and it has been patched in various locations with elk mesh, wire mesh, and various bracing materials. *See Exhibit E.* The wire mesh is also highly degraded by rust and the entire fence is falling over in places due to a combination of high winds and ground instability (soft mud). The third fence (or technically a segment) is the Blue Hole natural barrier fence which is simply 4-foot livestock panel and 6-foot T-posts with no top extension and no apron. This fence extends from the end of the previously mentioned 8-foot fence, down the steep cliffs of Kauai’s Eastern Pali and terminating at a natural barrier. The second and third fences will be removed in sections in tandem with replacement to ensure the fence remains animal-proof throughout the duration of the contracted work. The first section is strictly removal; no new fence will be constructed there.

Disassembly and Staging

T-posts will be pulled and secured into loads to be flown out by helicopter. All 6-foot T-posts throughout the project area are more than 10 years old; they are very rusty, and they will all be pulled for removal. The 10-foot T-posts along the main East Alaka‘i summit fence were all installed in 2021 and they may either be left in place to provide additional support to the new fence or removed entirely. However, they must be stable, and it is the Contractor’s responsibility to replace or reset any loose 10-foot T-posts.

Degraded fencing wire will be collected and gathered into a sling bag (or other enclosed container) for helicopter removal. Livestock paneling will be stacked and strapped together into loads for helicopter sling removal.

Deer mesh, elk mesh, and other non-metal fence materials will be collected and gathered into a sling bag for helicopter removal. Different materials (i.e. plastic vs metal) must be separated for appropriate disposal (trash vs. recycle).

Disposal

The Contractor will be responsible for removing materials from the site and proper disposal. Proper disposal involves: 1) recycling metal fence materials at Puhi Metals Recycling Facility/Reynolds Recycling; 2) cutting plastic mesh into < 3’ segments and disposing at a

Kaua'i County Refuse Transfer Station. Disposal loads may be staged at the Lihue DOFAW baseyard, or at the site on the West side where the materials will be staged.

Salvage and Reuse of Materials

All fence materials removed under this contract remain the property of the State. To reduce landfill burden, the State may, at its discretion, direct that usable materials (including intact steel T-posts) be salvaged for reuse or donation rather than recycled or disposed, provided such reuse is authorized in writing by the State's project manager. No removed materials may be appropriated for personal use, resale, or other non-authorized purposes by the Contractor, and salvage or reuse shall not constitute additional compensation or create a bid advantage.

Fence Closure

The Contractor must build the new fence as they are removing the old East Alakai Protective Fence to ensure that the fence remains animal proof to a height of 48 inches. At the end of each workday, the Contractor must secure any open sections of fence with appropriate fencing materials (i.e. deer mesh or woven wire mesh). KWA staff will continue to monitor animal activity throughout the contract period. The Contractor shall notify KWA of any identified ingress or observed animal activity within the project area. The old Wai'ale'ale summit fence is strictly removal and does not require replacement or animal proofing.

East Alaka'i Fence Installation – Minimum Specifications

General

Along the main East Alaka'i summit fence section (2,135 ft), a 96-inch-high (8') fence will be constructed using rigid livestock panel and sheep/goat wire mesh supported by galvanized steel pipes and/or metal fence posts. The outside of the fence will be continuously skirted along the base. Where the fence follows a trail, the Contractor will be responsible for building it in such a way that it does not block access for land managers (i.e., continuously situated on one side of the trail or another). Gates will be installed at strategic locations to allow access to intersecting trails and to allow land managers to cross the fence easily for regular inspections and maintenance.

Bracing

The Wai'ale'ale Summit area is extremely windy and requires bracing with Schedule 40 pipes to ensure stability. Braces will be built in a "N-brace" style where a 2 3/8" x 10.5-foot S40 will be driven 2.5 feet into the ground for an above-ground height of 8 feet. A 2 3/8" x 4-foot S40 will be driven 2' into the ground and a 2 3/8" x 8-foot S40 will connect the two posts on the diagonal. Arrow brackets will connect the diagonal pipes. Caps will be attached to the tops of the posts.

See Exhibit E.

Two portions of the East Alakai summit fence totaling 720 feet (219 meters) will require double bracing. In these sections, the fence must be braced on both sides and at a minimum frequency of every 40'. The fence must be stable, and more frequent braces may be necessary to ensure stability of the fence. Along the rest of the East Alaka'i replacement fence area (1,654 feet, 504 meters) braces must occur at a minimum spacing of every 80' and will be place on just the Northern side of the fence. However, the fence must be stable and more frequent braces or additional braces on the Southern side of the fence may be necessary to ensure stability. See Exhibit B.

Skirting

The Wai'ale'ale Summit area is very muddy with some deep mud pits along the fence route that make regular checks and maintenance difficult. In areas with deep mud a 36-inch wide 2" x 4" mesh horse panel will be used to span the mud pits and provide structure for maintenance crews to access the fence at these sites. Horse panel will be required along 427 linear feet of fence and it must be cut to size to match the terrain. Along the other 1,708 linear feet of fencing, a 32-inch high tensile steel woven Bezinal coated woven wire fabric will be used for fence skirting. Where the woven wire and the horse panel meet, they must be overlapped and secured using hog rings and the loose wire ends cut off or bent down to avoid injury of hikers and hunting dogs.

In all cases, the skirt shall be attached directly to the lowest accessible eye of the fence panel using 9-guage hog rings no more than every 12 inches apart and the wire shall be stretched horizontally over the ground on the outside of the fence. The skirt shall be secured to the ground using arrowhead-style earth anchors attached to the wire and driven into the ground. Anchors shall be spaced no more than 15 feet apart. Additional anchors may be required to attach the apron securely to the ground.

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

Gates

Within the main fence, there are two gates that the Contractor must install. Near the natural barrier, there is a dog stepover that will be removed and replaced with a step-through gate. At the Contractor's camp/LZ site, they will add another gate to the existing fence allowing them to cross from the LZ to the campsite. There is one additional gate within the replacement area that can be reused and installed into the new fence at the same location. Both ends of this fence will connect into other fences, creating one continuous line. See Exhibit E for photographs of current site conditions at the East Alaka'i summit fence.

Natural Barrier

Along the Blue Hole natural barrier fence (225 ft), a 48" (4-foot) high fence will be constructed using rigid livestock panel and 6-foot T-posts driven 2' into the ground. There will be no top

extension or skirt on this fence section. This fence terminates at a cliff where panels must overhang to prevent animals from walking around the fence. On the other end, it must connect into the main summit fence such that deer cannot jump over the short section into the unit.

IV. Pre-Bid and Pre-Installation Conference

Bidders are strongly advised to review the general fencing area prior to submitting a proposal. A pre-bid conference will be scheduled on Monday, November 2nd, 2026 at 0900 on a virtual platform. The meeting link is here: [Click here to join the meeting](#). (Meeting ID: 243 577 113 737 316; Passcode: f2wL7gL6) Topographic and logistic conditions present difficulties that are not typical for fence installation projects. Failure to review the work area/installation site will in no way relieve the successful bidder from completion of the work in accordance with the specifications, terms and conditions herein to the satisfaction of the Contracting Officer's Representative.

The successful bidder will enter into a contract with the State of Hawai'i. The bidder will also provide a performance bond and a payment bond for the Project to ensure completion of all projects to the specifications herein and payment of any materials or labor debts.

The schedule below represents DOFAW's best estimate. If a component of this schedule is delayed, the rest of the schedule will be adjusted accordingly.

Pre-Bid Conference	November 2, 2026, 0900
Deadline to Submit Written Inquiries	November 9, 2026
DOFAW's Response to Written Questions	November 16, 2026
Bid* due date	November 23, 2026

*Offers must be submitted through the online procurement portal by the indicated date, as amended.

Pre-Installation Conference

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

- Designation of responsible officials
- Correspondence procedures
- Labor standard provisions

- Changes in specifications
- Payments to the Contractor
- Safety program
- ROD Sanitation SOP
- Communication
- Installation techniques
- Helicopter Transport
- Proposed installation schedule
- Camping guidelines and restrictions
- Alien plant and animal precautions
- Miscellaneous

Written Inquiries

Inquiries regarding this solicitation are due November 9, 2026 (refer to chart at start of Section III). Inquiries shall be made in writing via email to: Emma.Yuen@hawaii.gov. Written inquiries received after this date may be responded to at the discretion of the State.

V. Terms and Conditions

Authority of the State:

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

Bidder Qualifications:

Bidder shall provide Bid Security in acceptable form pursuant to HRS 103D-323 and HAR 3-122-222. Bid Security must be submitted BEFORE Offer Due Date & Time.

Bidder must be familiar with installation of ungulate-proof fencing in remote areas with rough terrain and have had related project experience in Kaua‘i. 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 Hawai‘i of at least 3,000 LF each.

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

Offer Form:

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

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

Contract Supervision:

Emma Yuen, the Contract Administrator, can be reached at (808) 366-4788 or Emma.Yuen@hawaii.gov. Both Ms. Yuen and KWA staff Mele Khalsa will handle contract administration for this project and will be available for on-the-ground questions and inspections. The State may change the Contract Administrator or delegate at any time.

Method of Award:

Offers must be submitted through the online procurement portal. 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 online procurement portal 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 may provide a bid for the Kawaikini, East Alakai, or both projects. If a bidder is bidding on one of the project, they must provide a bid for all line items for each project to qualify for the award. The lowest bid will be determined by weighting the item prices using the following formula:

Kawaikini

Item No.	Description	Unit Price	Estimated Quantity	Cost
1	Mobilization Fee* (1 move)		1	\$
2	Per ft cost for Project		4,699	\$

OFFER FORM

OF-18

Please Upload; Keep Original

3	Installation of gates		7	\$
TOTAL PRICE				\$

East Alaka'i

Item No.	Description	Unit Price	Estimated Quantity	Cost
1	Mobilization Fee* (1 move)		1	\$
2	Fence Reconstruction / Installation (Per ft cost for Project)		2,360	\$
3	Fence Removal and Disposal		2,360	\$
4	Installation of gates		2	\$
5	Removal of old T-posts and hog wire remnants (Per ft cost for Project)		6,655	\$
TOTAL PRICE				\$

* "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.

Timing:

Performance of services requested under this contract shall be completed within twelve (12) months of issuance of the Notice to Proceed. The contract may be extended by agreement in writing for three (3) additional twelve-month periods. Any extension must be made 90 days prior to expiration date.

Vendor Selection:

All offers must be submitted by the date indicated in the online procurement portal, as amended. No late submittals will be accepted.

Notice of Award:

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

Fence Projects:

After Notice of Award has been issued, DOFAW will draft a contract to set a price per meter for each section. After the contract has been issued, DOFAW will draft a purchase order. The Contractor will provide a performance bond and labor and material payment bonding and DOFAW will submit the Purchase Order for processing. After the Purchase Order has been approved and the required bonds received, DOFAW will issue the Purchase Order to the contractor and work on that fence section may begin.

Payment:

Partial payments may be invoiced every 30 days, at the completion of a line item, or at the completion of a project. Completed fence will be measured on site by DOFAW staff or their delegate and inspected for compliance with specifications before payment.

General Conditions:

The State's General Conditions (AG-008 103D), shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.

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

It is understood that the contract will include Forms AG-015 Special Conditions, AG-008 General Conditions and Interim General Conditions. In the event of a conflict between conditions, Special Conditions shall take precedence, followed by the General Conditions, and the DLNR Interim General Conditions.

Chapter 104, HRS, Wages and Hours of Employees on Public Works:

Bidder is advised that Chapter 104, HRS shall apply to this solicitation. The Bidder may access this Chapter on the State's website: www.ehawaii.gov.org/government/html/index.html.

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

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

Subcontractors:

Bidder shall provide the name and contact information for any subcontractor to be used on the project. Failure to provide this information shall be grounds for bid rejection.

Insurance:

Bidder shall provide proof of insurance including: the insurance agent (company name), contact person and phone number, the insurance underwriter, and the policy number. Failure to provide such information shall be grounds for bid rejection.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the

performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor(s) to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<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 Hawai'i, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawai'i 96813."
2. "The State of Hawai'i, Gay & Robinson, Inc, Robinson Family Partners, and Brue Baukol Capital Partners, is added as an additional insured as respects to operations performed for the State of Hawai'i."
3. "It is agreed that any insurance maintained by the State of Hawai'i 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 Hawai'i 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 Hawai'i certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, the Contractor shall be responsible for furnishing a copy of the policy or policies.

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

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

Irregular Bids:

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

Withdrawal of Bid:

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

Successful Bidder to file Performance and Payment Bonds:

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

Change Orders:

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

The Contractor shall clearly identify and inform the Contract Administrator in writing of any deviations from the contract documents at the time of submission and shall obtain the Contract Administrator's written approval to the specified deviation prior to proceeding with any work.

Wages and Hours:

In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his Bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Contract Administrator. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Contract Administrator. This project is located in a remote region that may require work on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day, and/or at night. Work during these times will be permitted subject to approval by the Contract Administrator.

Property Damage:

It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

Bidder's Responsibility to Provide Proper Superintendence:

The successful low bidder shall designate in writing to the Contract Administrator the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Contract Administrator in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Contract Administrator shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

Hiring of Hawai'i 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 Hawai'i 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 Hawai'i 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 Hawai'i residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.

Public Convenience and Safety:

The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

Worker Safety:

The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawai'i. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

Other Health Measures:

Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.

Hawai'i Business or Compliant Non-Hawai'i Business Requirement:

Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.

Compliance with §3-122-112 HAR:

As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the selected bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. TAX CLEARANCE REQUIREMENTS (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawai‘i State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) “Certificate of Compliance”. (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers’ Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawai‘i State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
- C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) “Certificate of Good Standing”. Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Preferably, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawai‘i Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor Compliance” indicating the bidder’s status is compliant with the requirements of §103D-310(c), HRS, and shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawai‘i 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:**OFFER FORM****OF-25****Please Upload; Keep Original**

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, Hawai‘i 96813 or P. O. Box 621, Honolulu, Hawai‘i 96810-0119.

OFFER FORM

Fence Construction for the Kawaikini and East Alaka'i Summit Fences, Kaua'i

Emma Yuen, Natural Resources Management Program Specialist

Department of Land and Natural Resources

Division of Forestry & Wildlife

State of Hawai'i

Via Online Procurement Portal

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, Hawai'i 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: _____

Hawai'i 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.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address:

** _____

Exact Legal Name of Company (Offeror)

**If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

Kawaikini

Item No.	Description	Unit Price	Estimated Quantity	Cost
1	Mobilization Fee* (1 move)		1	\$
2	Fence Installation (Per ft cost for Project)		4,699	\$
3	Installation of gates		7	\$
TOTAL PRICE				\$

East Alaka'i

Item No.	Description	Unit Price	Estimated Quantity	Cost
1	Mobilization Fee* (1 move)		1	\$
2	Fence Reconstruction / Installation (Per ft cost for Project)		2,360	\$
3	Fence Removal and Disposal		2,360	\$
4	Installation of gates		2	\$
5	Removal of old T-posts and hog wire remnants (Per ft cost for Project)		6,655	\$
TOTAL PRICE				\$

* "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.

Offeror: _____

Name of Company

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Experience Requirement:

1. Fence Project Name: _____

Date of completion: _____

LF of fence installed: _____

Contact Name: _____

Contact Phone: _____

2. Fence Project Name: _____

Date of completion: _____

LF of fence installed: _____

Contact Name: _____

Contact Phone: _____

Commercial General Liability Insurance:

Insurance Agent (Company Name): _____

Contact Person: _____ Contact No.: _____

Insurance Underwriter: _____

Policy No.: _____

Subcontractors: If Offeror is using subcontractors for this project, Offeror shall provide the following information for each subcontractor:

1) _____
Name Address

Contact Name Contact Phone Number

2) _____
Name Address

Contact Name Contact Phone Number

3) _____
Name Address

Contact Name Contact Phone Number

Offeror: _____

Name of Company

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB: DOFAW-KAWAIKINI-ALAKA'I-26

Title of IFB: Fence Construction for the Kawaikini and East Alaka'i Summit Fences, Kaua'i

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

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

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

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

Offeror: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT

(Reference §3-122-112, HAR)

Reference: _____
(Contract Number) **(IFB/RFP Number)**

_____ Affirms it is in
(Company Name)

Compliance with all laws, as applicable, governing doing business in the State of Hawai‘i to include the following:

1. Chapter 383, HRS, Hawai‘i Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

Acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

TAX EQUALIZATION CERTIFICATE

Description: Fence Construction for the Kawaikini and East Alaka'i Summit Fences, Kaua'i

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

Yes No

(Check only one)

- | | | | |
|----|--|-----|-------|
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawai'i (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 Hawai‘i, 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), Hawai'i 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 Oblige, the remainder shall be distributed pro rata among the claimants. The Oblige 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, Hawai'i Administrative Rules.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

* _____

Signature

Title

(Seal)

Name of Surety

* _____

Signature

Title

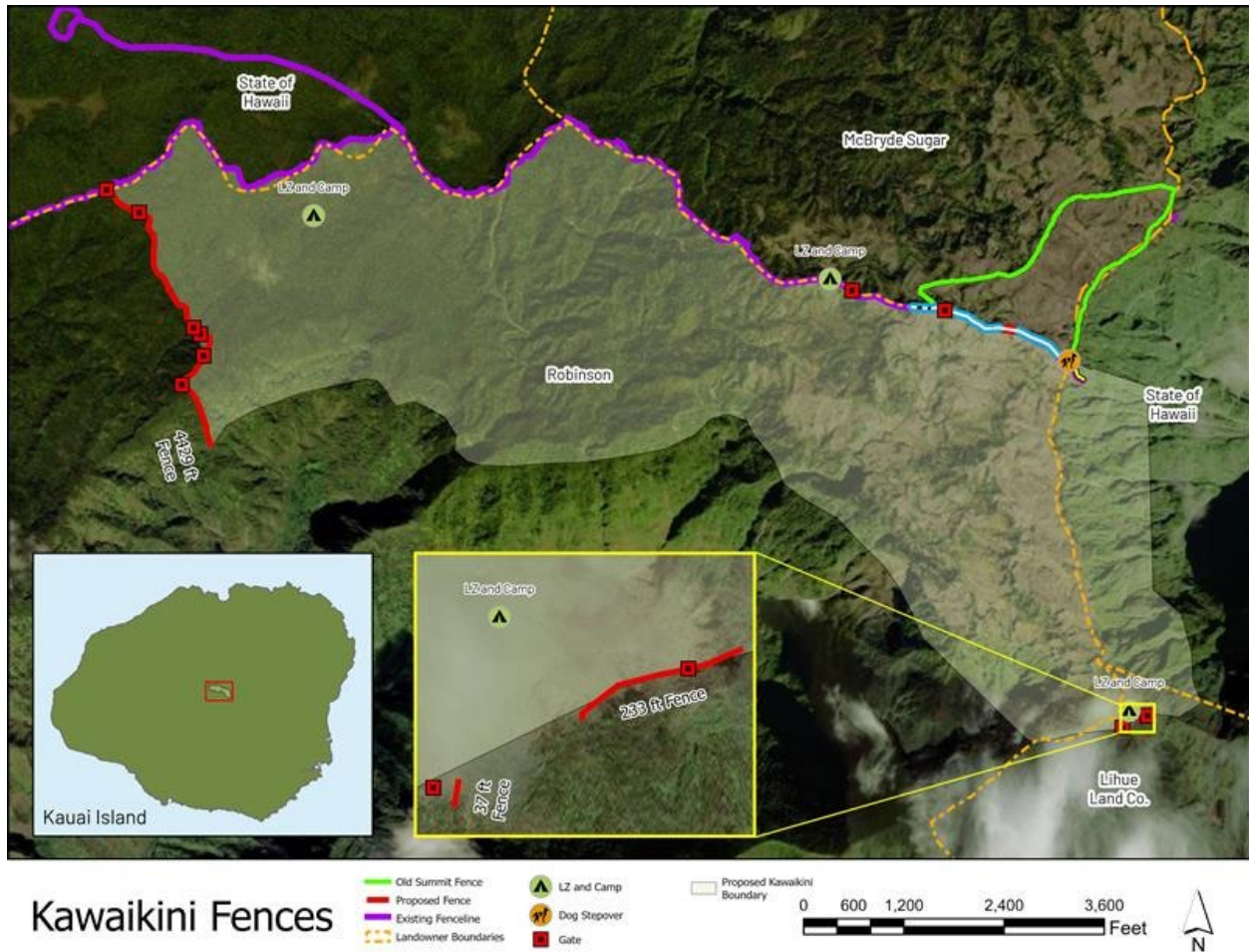
***ALL SIGNATURES MUST BE ACKNOWLEDGED**

BY A NOTARY PUBLIC

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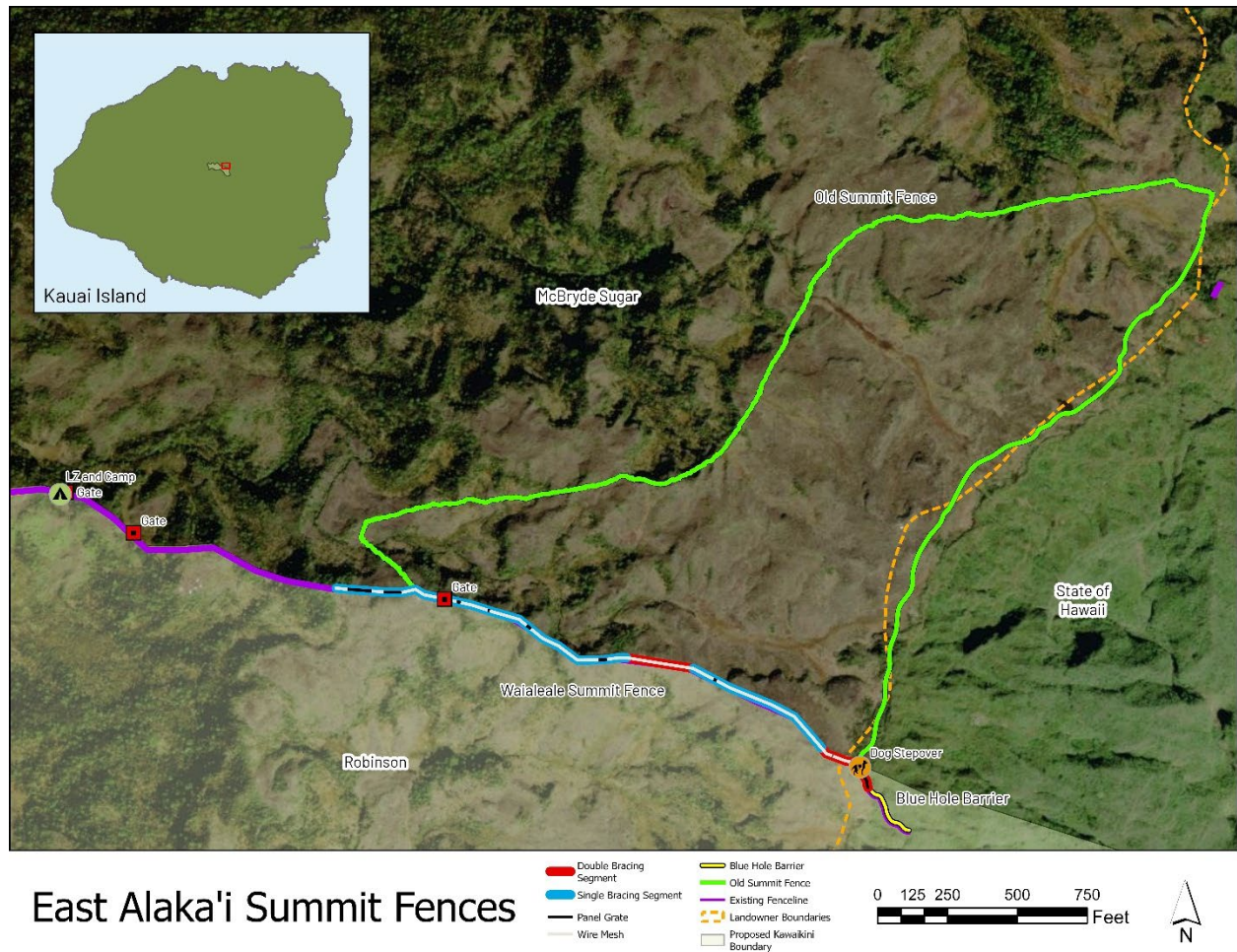
VI. Exhibits

Exhibit A – Proposed Fenceline within the Kawaikini Preserve



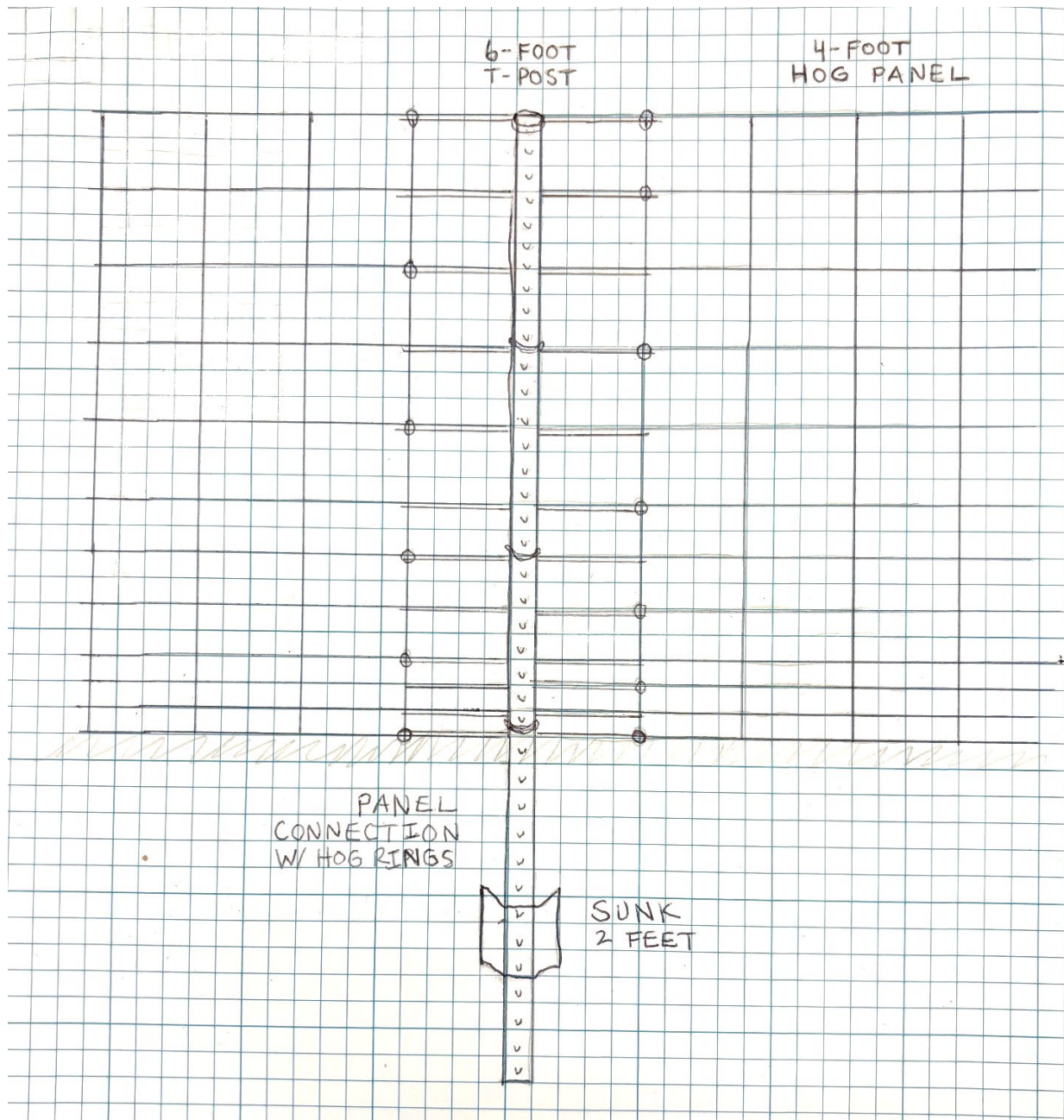
Map showing the Kawaikini Fence Project area. There is one large fence on the western end and two small fences on the SE end of the Kawaikini unit.

Exhibit B – Proposed Fenceline within the East Alaka'i Summit



Map showing the East Alaka'i Summit Fence project area, with the Contractor camp, the gate locations, and the existing fences, including the old fence removal. The multi-part lines highlight the sections where single vs. double bracing and panel grate vs. wire mesh apron is needed.

Exhibit C - Fence Design Photos and Sketches



Blue Hole Natural Barrier design specifications.

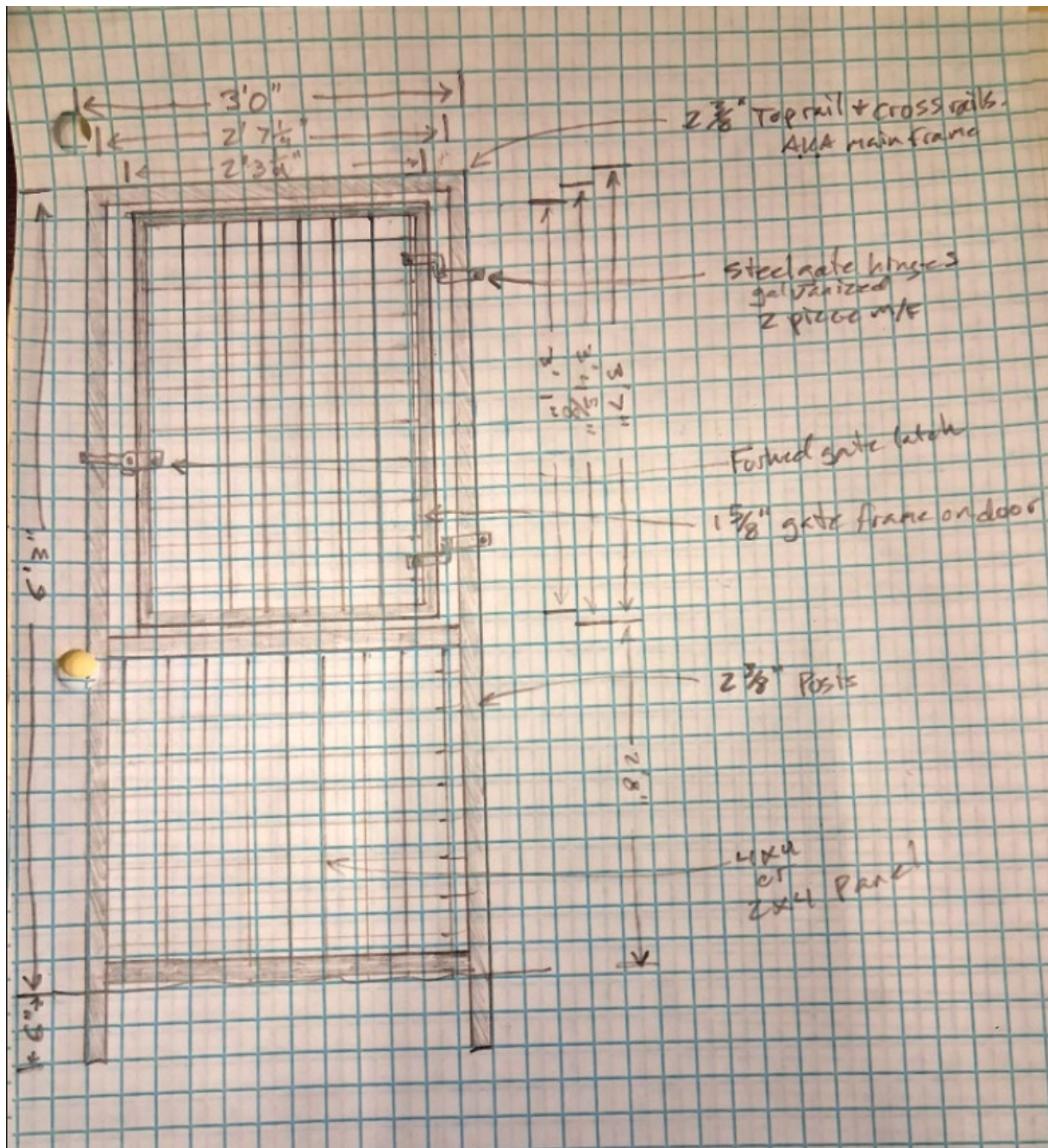


Blue Hole Natural Barrier Fence photo.

Exhibit D – Gate Design Photo and Sketch



Gate design photo.



Gate design sketch.

Exhibit E – Images of the Current East Alaka‘i Fence



Dog gate to be removed and replaced with a step-through gate.



Pink flags indicate a muddy area where panel grate skirting is needed.



East Alaka'i Summit Fence currently contains a mix of materials. This image shows elk mesh, deer mesh, hog wire, and various ties.



Fence project end point is flagged in triple orange.