

Invitation for Bid

Feral Cattle and Sheep Control WAIMAU Unit

DOFAW-23-WAIMAU

OVERVIEW

Summary of Work

Bids are solicited for the complete removal of feral cattle and sheep from within the 1,100-acre WAIMaU Unit. The end result desired is for there to be 0 cattle and 0 sheep in the unit. Driving time is approximately 2 hours from Hilo to the unit.

Based on current ungulate survey data (2022), it is estimated that there are approximately 200 cattle and 100 sheep in the unit.

The successful bidder will be awarded a State of Hawaii Purchase Order (PO) for ungulate removal.

Control Methods:

Traps: The contractor can utilize traps to assist with control and eradication efforts. A pre-arranged location will be agreed upon for disposal of carcasses. Contractor will be responsible for providing insect and invasive plant seed free bait. Papaya, COB, macadamia nuts and shells are pre-approved baits. All other baits will need to be approved by the administrator prior to use. Contractor is responsible for providing trapping materials.

Standard Firearms Strategies: Contractors can utilize methods such as stalking, use of firearms, bait piles, etc.

Canine Use: If dogs are allowed, they must be collared with GPS locators.

Drives/Sweeps: Contractors can utilize drives or sweeps. These can be periodically scheduled activities throughout the year or can be impromptu when contractors are in the forest and the intent is to move animals around the unit. Contractors should describe how this tool could be used in control efforts.

Documentation: Age, sex, species, photo documentation, and location data will be collected and turned in. DOFAW can provide the contractor an app that contains a pre-filled form with the necessary documentation that can be used with any smartphone.

SCOPE OF WORK

Materials: The contractor will provide the necessary materials for the project. Materials will be stored at the contractor's expense (bait, etc) until ready to be deployed at trap sites.

Materials that may be supplied by DOFAW/MKWA: (none)

Equipment:

All equipment, tools, transportation and labor will be provided by the contractor unless otherwise noted in description.

The contractor is responsible for all tools, and equipment needed to complete the ungulate removal project as well as the cost to transport them to and from the site. DOFAW will not provide any communications equipment or personal protective equipment.

The Contractor will be responsible for any vegetation clearing required for trap installation, if needed. Any clearing will be done by hand or with small power tools only. The Contractor may clear a corridor no more than eight feet (8') ft. in width. Debris must be scattered away from the trap site. No standing trees greater than 4" DBH shall be cut. It is preferred that trap locations be located in areas of non-native vegetation or generally open areas without dense native vegetation.

Camping:

Maintenance camps are permitted with the following restrictions:

- The use of a cabin/composting toilet/shower onsite may be coordinated with the successful bidder.
- No cutting of live trees or ferns larger than 4 inches in diameter.
- Food scraps and human waste may be disposed of in shallow (10 inch deep) slit latrines. Metal, plastic and other non-degradable refuse must be carried out.
- No permanent structures may be built, such as tree houses, shelves, shelters, pit toilets, etc.
- Abandoned campsites must be restored by removing all unnatural materials and restoring surface profile.
- Contractor will remove all food, refuse, tools, camping gear and/or construction scrap upon completion of the project.

Hunting:

Contractor may shoot feral ungulates (pigs, sheep, cattle) seen roaming within the unit. All State laws regarding firearm safety will apply.

Storage: It is up to the contractor to provide any offsite storage for materials and equipment.

Fire prevention: The Contractor will be required to have at least two 4.5 kg (10 lb.) fire extinguishers for suppression and control of type A and B fires on the job site at all times. These extinguishers must be readily accessible at any time that a potential ignition source such as a power tool, generator, or spark emitter is in use. All gasoline powered equipment must have a functioning spark arrestor. Absolutely NO WELDING is permitted on the project site.

Native and Alien Plants and Animals:

1. Plants may not be removed.
2. Contractor may not plant any vegetation.
3. No pets or domestic animals allowed unless otherwise agreed to in alternate proposal.

The purpose of this project is to protect habitat with a high conservation value. Plants or animals may not be removed from the area. The Contractor will also implement precautions to prevent the introduction of alien plants, insects, and amphibians (e.g., coqui frogs [*Eleutherodactylus coqui*]; see below). All equipment and personal belongings must be cleaned and sanitized to prevent the transmission of Rapid Ohia Death (ROD) or other forest pathogens. ROD sanitation treatments must occur every time the contractor leaves the area and returns to the project area. We expect Spectracide to be sprayed on cut wounds on Ohia (no other native plants). The State will not supply the Spectracide, but it is inexpensive and commercially available in many local stores. The Contractor will also take precautions to prevent spreading alien plants already found at the sites. The Contractor will not store materials prior to material drops in areas known to contain ROD. Equipment and materials will be inspected for seeds, eggs, larvae, etc., prior to delivery to the site and cleaned as necessary.

Maps

Waimau Fence Unit

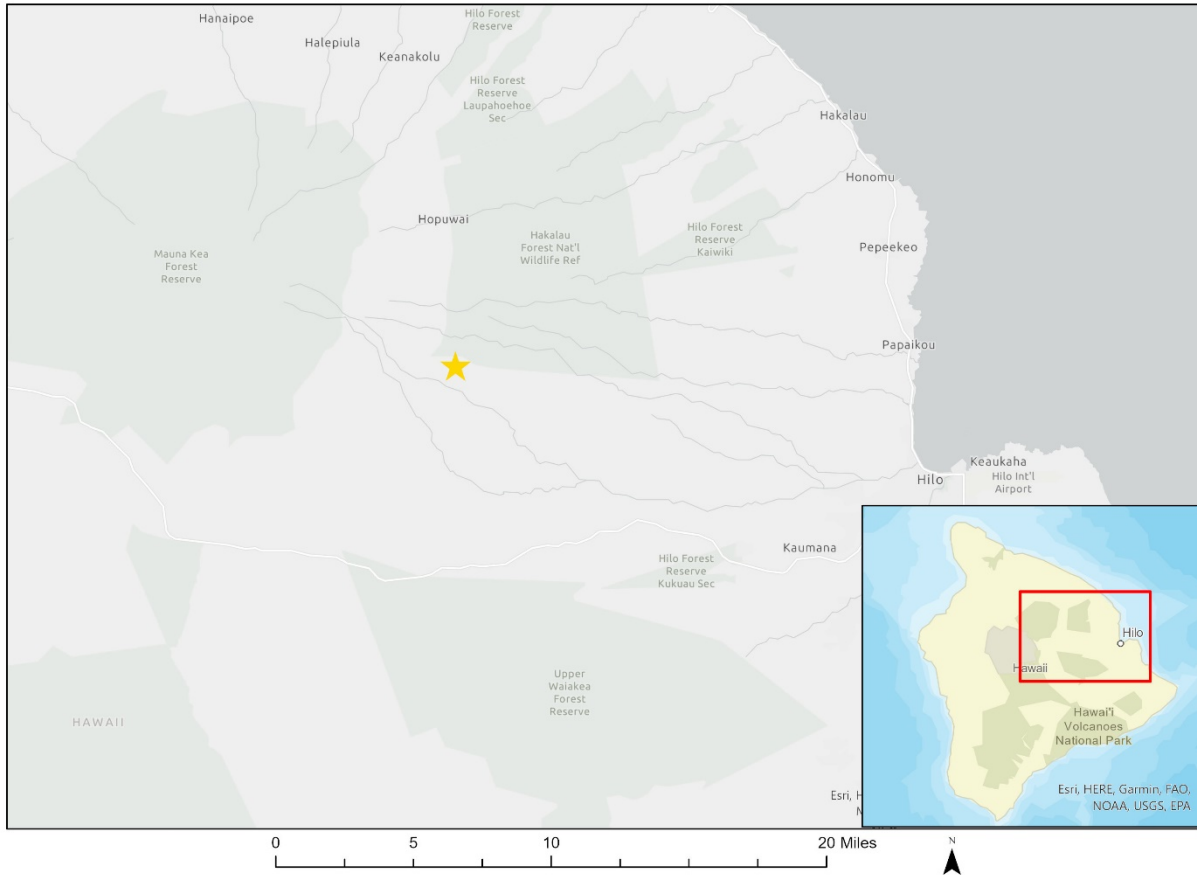


Figure 1: Project is located on the Island of Hawai'i, accessed by the Mana Road which is a 4WD road off of DKI Hwy (Saddle Road).

Project Completion: The Contractor will remove all camp equipment and materials brought in for the project. DOFAW or its designated representative, such as members of the Mauna Kea Watershed Alliance, will inspect completion of the project and verify animal-removal status.

Experience: Valid Hawaii State Hunting License or proof of firearm safety training is required. Must be familiar with firearms, ungulate trapping, and snaring in remote areas with rough 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 (e.g. pig, goat, cattle, sheep, or deer) removal projects in remote areas with limited road access in the State of Hawaii in ungulate management units of at least 1,000 acres in size.

TERMS AND CONDITIONS

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 HiePRO, Retain the original to submit if selected for award.**

Procurement Administrator: The designated administrator is Jon Brito, who can be contacted at Jon.Brito@hawaii.gov or (808) 357-9696.

Method of Award: At the close of this solicitation the bids will be reviewed by the Administrator. Award will be made to the lowest responsive responsible bid.

Contract: The successful bidder will be issued a Purchase Order with the State for the line item prices identified by this solicitation. The term of the Purchase Order will be for 12 months from the date on the Notice to Proceed. PO may be extended for up to an additional 12 months.

Payment: Partial payments may be invoiced at the completion of a line item. Completed ungulate removal will be measured on site by DOFAW staff and/or designee and inspected for compliance with specifications before payment.

Line items for payment:

1. 25% Ungulate removal is achieved (Total # animals removed)
2. 50% Ungulate removal from unit is complete (Total # animals removed)
3. 75% Ungulate removal from unit is complete (Total# animals removed)
4. 100% Ungulate removal project complete (Total# animals removed)

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.

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 20 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.

Property Damage: It shall be the responsibility of the contractor to respect State and Federal 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.

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.

FORMS

OFFER FORM

Feral Cattle and Sheep Control Waimau Unit

Hawai'i County

Emma Yuen, Native Ecosystem Program Manager
Department of Land and Natural Resources
Division of Forestry & Wildlife
State of Hawaii
1151 Punchbowl St. Rm. 325
Honolulu, HI 96814

Dear 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: _____

Business 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: _____

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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:

ITEM: Sheep and Cattle Removal in Waimau Unit \$_____

Offeror: _____
Name of Company

Experience Requirement:

1. Project Name: _____
 Date of completion: _____
 Acres managed/animals removed:

 Contact Name: _____
 Contact Phone: _____

2. Project Name: _____
 Date of completion: _____
 Acres managed/animals removed:

 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