

Invitation for Bid

Installing Ungulate-Proof Fence on Oahu – Waiau

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OVERVIEW

The Division of Forestry and Wildlife (DOFAW) is seeking bids for per foot cost of a remote ungulate panel fence and trail improvements in the Waiau area on the Island of Oahu. The successful bidder(s) will enter a contract with the State of Hawaii from which the fence project will be executed with a State of Hawaii Purchase Order (PO).

The State will provide the fence materials needed. The bidder is responsible for labor to clear vegetation, deliver fence materials to the work area and construct the fence.

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

A voluntary pre-bid conference is set for Wednesday, July 3, 2024, 1100-1200 via Zoom for any interested bidders. Bidders must register for the Prebid conference via the HIEPRO website **before** deadline at 1:00 PM on July 2, 2024. These registered bidders will be sent a Zoom invitation via email. Bidders are strongly advised to inspect the general fencing area prior to submitting a proposal. Forest habitat can be examined by doing a “fly-over” of the installation site at the bidder’s expense. The location of this proposed fence is not close to any regularly used trails. Maps of the fence route are also available for review by contacting the Contract Administrator. Topographic and logistic conditions present difficulties that are not typical for normal fence installation projects. Failure to visit the work area/installation site will in no way relieve the successful bidder from completion of the work in accordance with the specifications, terms, and conditions herein to the satisfaction of the Contracting Officer’s Representative.

SCOPE OF WORK

Summary of Work

The upper reaches of the Ko’olau mountains are a high priority for management due to the intactness of the native ecosystems and watershed value. The topography ranges between undulating ridges to rugged steep terrain with perennial streams. It hosts an assemblage of critically endangered plants and animals and is of strategic importance to maintaining healthy watershed for the central Oahu aquifer. The Division of Forestry and Wildlife (DOFAW) proposes to install ungulate fencing to protect native montane forest from the negative impacts of feral pigs. Fencing will consist of panel fencing attached to steel t-posts with aprons installed as needed. This fence type will be installed over the entire distance of

the total fence length. The State reserves the right to purchase less or additional linear feet of fence or modify the fence alignment as needed. Adding additional linear feet under this contract will be with both the State and Contractor's agreement. Trail improvements are in association with fence construction in order to help provide better trail access in the vicinity of the fence project. The fence contractor will not be required to design or install stream crossings.

Description of the Terrain and Vegetation

The proposed routes to be fenced is located in the Ko'olau Mountain Ranges. Within the established fence routes, elevation is approximately 1,500-2,500 feet. Rainfall is typically between 236 and 275 inches per year. Expected daily high temperatures are between 65 and 95 degrees. The terrain is undulating with open ridges and some boggy areas. Vegetation consists of scattered shrubby Ohia, and other native trees such as lapa lapa with dense uluhe understory. Endangered Hawaiian plants, damselflies, tree snails, Elepaio and Hoary bats may occur along the fence alignment and will need to be avoided.

Access to the Installation Site

Access to the fencing sites is primarily by helicopter. In most cases, helicopter landing zones(LZ) along the fence alignment have been established by DOFAW staff and will be marked. Access to the LZ may require the vendor to cross the State of Hawaii or various other landowners' property. Prior authorization may be required. Keys for gates will need to be signed out from the DOFAW which will require a refundable key deposit of \$75 per key. All helicopter operations will require a flight plan which will need to be submitted to DOFAW at a minimum of two business days in advance of operations via email. Some LZ's are regularly used by various agencies. Coordination will be critical to avoiding conflict

Additional landing zones may be requested by the awarded contractor. The request will need to be in writing and include a map. Requests will be considered and may be created with prior DOFAW staff approval. Fences shall be constructed to not obstruct any landing zone use.

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

The Contractor shall be responsible for transporting its work crew, equipment and supplies to the installation sites. DOFAW will not provide any helicopter transport for the contractor's crew. All mobilization and demobilization due to financial delays, weather or inspection delays will be the full responsibility of the contractor.

Communications/Reporting

The Contractor shall coordinate its work schedules, timing, and other relevant communications with the DOFAW contract representative in a regular and timely manner. 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 submit flight plans to the DOFAW contract representative via email at a minimum of two business days prior to all scheduled flights. DOFAW shall be notified of last-minute changes in flight plans via text message or email. Work plans will be sent via email to DOFAW one week prior to all work events.

DOFAW will be provided with a progress report and future work plan at the end of every work period

(trip) via email. This progress report shall include what work was completed during the work period (length or line cleared, amount of material staged, length of line constructed), problems encountered, the status of materials and supplies, and the dates and work planned for the next work period. This document shall include a map with details of the area on the report. DOFAW reserves the right to stop Contractor operations and put contract work on hold or cancel the contract, at no cost to DOFAW, if Contractor is found to be non-compliant in the reporting outlined above.

Equipment, Supplies, Transportation, and Labor

DOFAW will provide fence panels, t posts, hog rings, smooth wire, hog wire skirting and deadman for the construction of the fence. These materials will be made available at the Waimano Baseyard staging area. The contractor will be responsible for picking up materials and transporting materials to the designated staging LZ. The Contractor shall be responsible for the provision of all other necessary installation equipment, supplies, tools, and all labor required to install fencing as specified herein. The Contractor shall be responsible to provide their own transportation of all materials, crews, equipment, and supplies to the site.

Contractor is advised that DOFAW shall not supply communications equipment. The Contractor is advised that DOFAW shall not supply personal protective equipment (PPE) for use when working in or around helicopters.

The Contractor may not use the DOFAW base yard as an office or staging area; for storage of tools, supplies, equipment, or other materials; or for overnight vehicle parking. Overnight parking may be permitted to the Contractor upon a weekly basis following approval from DOFAW.

Site Preparation

The fence corridor has been delineated and flagged (blue flagging). Fence shall be constructed to one side of the cleared line so that staff can walk on the outside of the fence to the greatest extent possible. Additional site preparation for fence installation will be the responsibility of the contractor.

There are no known archaeological sites within the fencing corridor, but if found they will be flagged and must be avoided. If the Contractor finds bones or cultural artifacts at any time during site preparation or installation, work must immediately cease and DOFAW notified immediately. The State has conducted biological surveys and has flagged known rare species locations as well as produced a rare or sensitive species map. The contractor will be responsible for avoid any impacts on these resources. DOFAW will be available to pre-walk and sensitive areas along the line with the Contractor if its deemed necessary. All human litter and waste must be removed from the site at all stages of fence line installation.

The following conservation measures are expected to be implemented for all rare plants and animals as a part of this project:

- Contractors will be provided species locations and will be trained in identification and how to avoid those species.
- Vegetation clearing will be done by hand with the use of hand tools or weed machines (i.e., weed whackers, hedge trimmers, chainsaws). Vegetation will only be cleared as much as necessary for fence construction (no more than 8 feet).
- DOFAW will conduct a site visit with the fence crew to all areas with potential listed species in the vicinity of the fence.

- All parties will avoid clearing understory and overstory forest vegetation beyond areas that are directly along the fence line or trail corridor.
- No cutting trees greater than 15 feet during Hawaiian Hoary Bat ('ōpe'ape'a) roosting and pup-rearing season (June 1 – September 15). Cutting can occur if a DOFAW Wildlife Biologist can certify a tree as bat free.
- No clearing vegetation or conducting helicopter operations along fence route below 1800' elevation, particularly in drainages, during Elepaio nesting season (January 1- July 31).

Sanitation

The purpose of this project is to fence valuable watershed and important habitat with high conservation value. Non-Native species and pathogens are a major threat for the natural areas that these fences are being built to protect. There are several instances of invasive plants and insects being transported on hiking gear. Rapid 'Ōhi'a Death is a fungal pathogen that may be transported in sawdust and soil. A chainsaw or hand tool used on an infected tree and then used on a healthy tree will almost certainly infect the healthy tree with the fungus. The specifications below aim to reduce that risk as well as prevent invasive plants, animals, insects or other forest pathogens from being inadvertently introduced to the site by fencing activities.

The Contractor will implement the precautions below to prevent the introduction of alien plants, animals, insects, and forest pathogens. The thorough cleaning of gear when moving between mountain ranges will be essential. Boots, equipment, and materials will be cleaned and inspected by the Contractor for seeds, eggs, larvae, etc., prior to delivery and entry. Any contractor-issued or personal crew gear including boots, clothes, boots, socks, hats, shirts, packs, and camping equipment that has been used on Hawaii or Kauai Islands shall not be used on Oahu. Power tools, including chainsaws, and hand tools used on the Hawaii or Kauai Islands shall not be used on Oahu. Boots, gear, equipment, and fencing materials shall be washed and cleaned until free of all mud and soil and inspected by the Contractor for seeds, plant parts, eggs, larvae, etc., prior to delivery and entry into project area and upon leaving. Pockets, flaps and other places that soil and plant parts collect shall be cleaned and inspected. Before entering the project site and after project completion the following precautions shall be taken: Boots shall be sprayed with 70% alcohol; Clothing shall be cleaned, washed and dried in a dryer; Hand tools shall be wiped down with 70% isopropyl alcohol; chainsaws shall be cleaned of sawdust and cleaned with 70% isopropyl alcohol. The chain shall be removed and soaked in 70% isopropyl alcohol for ten minutes. If tools, gear or materials leave the site, they must be washed and cleaned of all soil and inspected for seeds, plant parts, eggs, larvae etc. and decontaminated with 70% isopropyl alcohol before re-entry.

Project Coordinators reserve the right to inspect all gear prior to deployment to ensure cleanliness. The Contractor will remove all food, refuse, tools, gear, and installation scrap upon completion of work at each fencing site. Extra fence material may be left at the site for future repairs if desired by DOFAW.

DOFAW reserve the right to stop Contractor operations and put contract work on hold or cancel contract, at no cost to DOFAW, if any unsanitary situation is found to exist with the Contractor.

Contractor Behavior

The Contractor shall operate in a professional manner while operating under this contract. The behavior seen as unprofessional such as the use of explicit language, inadequate attire (no t-shirts or no shoes), and unsafe operations (lack of PPE or appropriate protocol) will not be acceptable. Alcohol and drug use will not be tolerated while onsite working under this contract. **Any of the above situations can result in the suspension of the contract at no cost to DOFAW.**

Inspection

Bidders are strongly advised to inspect the general fencing area prior to submitting a proposal. Maps can be obtained from the DOFAW (808) 286-3868, christopher.j.miller@hawaii.gov. Topographic and logistic conditions present difficulties that are not typical for normal fence installation projects. Failure to visit the work area/installation site will in no way relieve the successful bidder from completion of the work in accordance with the specifications, terms, and conditions herein to the satisfaction of the Contracting Officer's Representative.

Completed fence sections will be subject to inspection by DOFAW staff prior to final payment. Once the contractor notifies DOFAW that a fence section is completed, DOFAW will have 15 business days to inspect the fence and contact the Contractor with any necessary follow-up. DOFAW is not responsible for weather or aircraft delays which extend the inspection period. **DOFAW will not be responsible for Contractor charges due to delays in inspections because of weather.**

Camps and Cabin

Camps along the fence line will be permitted subject to approval in advance by the Oahu District DOFAW office in accordance with standard guidelines for camping in State Forest Reserves. DOFAW staff will coordinate with the Contractor on appropriate camping locations. The contractor will be responsible for removing human waste and rubbish from the work/campsites. **DOFAW reserve the right to stop Contractor operations and put contract work on hold or cancel contract, at no cost to DOFAW, if Contractor is found to be misusing any camp areas or cabin facilities**

Materials Types

The State shall purchase the fence materials. The State has had materials delivered to a staging area along the planned fence route as depicted in Figures. The following materials will be provided for the fence installation:

1. Fence panels: Hot dipped, galvanized 50" x 16'; combination panels, 4 gauge, 13 or 15 strand. Certified to specification ASTM A116-87.
2. T-133 galvanized steel posts: T-133 posts, 8-10 feet in length. Certified ASTM RR-F-221/3A. Galvanizing per ASTM 123, with anchor plate.
3. Smooth Wire for fastening: Minimum 11-gauge. 4 per T-post per panel.
4. Anchors: 24-inch length with anchor plate, ¼" hole 6 inches from the top.
5. Apron: 832-6-12.5, 32" high tensile steel woven hinge lock hog wire fabric, Bezinal coated.
6. Hogrings: 9 gauge, Bezinal coated.
7. Pedestrian gates.

Fence materials will remain the property of the State. The Contractor shall be liable for the safe storage of the fence material and appropriate use of materials in constructing the fence. Stolen or misused State-owned materials shall be replaced at the Contractor's expense. Following completion of the fence installation project, excess materials above and beyond the reasonable repair of parts of the fence shall be returned to the originating landing zone by the Contractor. The State will pick up any excess State-owned fence materials not required for the project from the originating landing zone. The Contractor owns any material purchased by the Contractor.

Fence Material Staging

Materials will be staged at the DOFAW Waimano baseyard. It will be the contractor's responsibility to pick up fence materials at the baseyard as needed. The contractor will be responsible to transport the materials up the hill to the landing zone for helicopter transport transporting to the project site. Hog rings etc. will be provided to the Contractor upon request. It will be the contractor's responsibility to transport hog rings to the work site.

Fence Installation – minimum specifications

1. General

Fences are intended to exclude all age classes of feral pigs. The following specifications are necessary to ensure that the fence works as planned after installation and that it actually prevents feral pigs from entering into the area within the fence.

All fence will be securely attached and all sharp ends bent back to avoid presenting a hazard to people walking along the fence. The fence panels will be 50 inches high by 16 feet long and attached to the outside of the T-posts using fence clips or 9-gauge smooth wire. T-posts will be 7-10 feet in length, spaced no more than 8 feet apart, and pounded to a minimum depth of 30% of the tpost length and not more than 6" of t-post should extend above the fence. The 10 foot T-Posts must be used in boggy areas to account for loss of soil rigidity. Wire mesh skirting will be used in areas of uneven or rocky ground or where there is potential for animals to burrow under the panel, attached to the panel by hog ring, and secured to the ground with 24" anchors/ or stakes. The bottom of the hog panel shall be flush with the ground. In situations where the ground is uneven, the ground must first be graded to accommodate the fence panel. In the event that grading is not enough, fence panels can be cut to accommodate the shape of the terrain.

2. Fence panels

Fence panels will be hot dipped galvanized 50 inch by 16 foot combination panels, with graduated spacing and up to 16 horizontal bars. Panels will be attached to pounded t-posts using fence clips or 9-gauge smooth wire. At each t-post the panel shall be attached at a minimum of 4 places; one along the second to the top horizontal panel wire, one along the bottom horizontal, and two places evenly spaced in between. Hog panels shall be flush along the ground. In situations where the ground is uneven, the ground must first be graded to accommodate the fence panel. In event that grading is not enough, fence panels can be cut to accommodate the shape of the terrain. Successive panels shall be attached using hog rings. When attaching two successive panels, a minimum overlap of two columns of squares must occur to ensure that flex in the fence is minimized. Adjoining panels must also must align and be hog-ringed along the vertical (not the horizontal) axis. Securing adjoining panels on the horizontal axis will cause the adjoining panels to slide apart when pressure is applied at that spot in the fence; this sliding apart of adjoining panels is unacceptable. Securing adjoining panels along overlapping vertical axes (schematics) is the only way to avoid slippage between adjacent panels and is the only acceptable method for connecting panels. A minimum of 8 hog rings shall be used to connect adjoining panels; 1

shall be used at each of the 4 corners where the two panels overlap, and the other 4 shall be used at additional areas as needed. Panels may be bent to accommodate slight changes in angle of the fence line. However, when sharp angles are encountered (60 degrees or more) panels should be cut and opposing verticals of the two panels should be interlaced and bent back on themselves.

3. T-Posts

Posts will be spaced no more than 8 feet apart and closer when terrain dictates. Each panel connection will have a post. At each change in angle of the fence line greater than 30 degrees, 3 posts shall be used to create the corner. One post shall be driven at the vertex of the angle and two posts shall be driven 4 feet from either side of the vertex post. Posts shall be driven into the ground so as to withstand 75 pounds vertical pull and any horizontal force that would cause the posts to be uprooted prior to being bent. The T-posts shall be driven by use of a tubular post driver or driving cap in a manner that will prevent damage to the t-post; a Post-mate type driver that attaches around the T-post may also be used. Steel posts shall be driven to a minimum depth of 30% of the tpost length and not extend greater than 6" above fence panel. Standing trees or snags may not be used as fence posts. T-posts shall be driven perpendicular to the slope of the terrain so that the height of the fence is not compromised over steep terrain sections.

4. Clips

Clips shall be twisted to wire and fence panels only tight enough to be secure. Over tightening to the extent of damaging the smooth wire or causing the clips to break will not be allowed. Both ends of the fence clips shall be properly tightened so that clips are not loose and there is no play between the clip and the t-post. Fence panels shall be attached with clips to the T-posts at the top and the bottom of the panel with two clips evenly spaced in between the top and the bottom. Clips shall be bezinal coated.

5. Apron

Apron shall be 32-40" inch high tensile steel woven Bezinal coated hog wire fabric. The apron shall overlap along the bottom of the fence panel by 2 rows of squares and attached so that the overlapping squares are positioned vertically over the panel and the remaining hog wire is stretched horizontally over the ground on the outside of the fence. The apron mesh shall be secured to the ground using the 24" anchors. A tie wire shall be attached to the anchor through the hole provide in the spade and then tied to the apron mesh. Anchors shall be spaced no more than 15 feet apart. Apron shall be attached to the panel fence using hog rings. One hog ring shall be used per square of mesh and shall be attached to the panel in an alternating pattern between the bottom of the wire and the bottom of the fence.

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.

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. The Oahu NARS Manager or his representative will determine where wire skirting/aprons shall be installed. Skirting is anticipated to be required along sections of fence, where the soil is loose, where the fence line cuts across potential wash out areas and where the fence is built perpendicular to steep grades in excess of 20 degrees.

8. Hogrings

Hog rings shall be used to secure adjoining panels as well as the apron to the bottom of the panel fence as described in the apron section above. Hog rings should be fully crimped with full overlap and no gaps on the closure.

9. Adaptations to Terrain

All T-posts must be pounded perpendicular to the slope to ensure that fence height is not compromised. When panels are placed along uneven terrain, all efforts must be made to first create even terrain by grading the ground to fit the panel. If this is not possible or if large immovable objects cannot be avoided along the path of the fence, such as large boulders, then the fence panel may be cut to fit the shape of the terrain.

10. Step-overs, Stream Crossings, and Trail Access

In locations where the fence crosses a trail, the Contractor will install pedestrian gates with materials provided by the State. The Contractor will be responsible for building it in such a way that it does not block access to hikers. At no time shall fence materials or contractor tools, supplies or equipment be left in a manner that hinders hiker access or safety along established trail corridors.

Trail Improvements – minimum specification

1. Trail Improvements

Trail Improvements will consist of clearing no less than 36” and no more than 48” of vegetation from the trail bed. Vegetation clearing consist of clearing with brush trimmer, hedge trimmer, chainsaw or similar tools. Trail grubbing will reestablish a graded trail bed of a minimum of 24” -36”. Tools used would include hoe, pick, shovel, Pulaski, tiller. The trail bed shall be properly out sloped to allow proper water drainage to the outside edge of the trail. DOFAW will pre-flag any sensitive vegetation that should be avoided prior to work commencing

Pre-Installation Conference

The contractor shall meet with staff from DOFAW soon after the award, if any. Topics to be included at the meeting will be:

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

- Alien plants and animal precautions
- Miscellaneous

Contract Supervision and Administration

Christopher Miller, Oahu DOFAW NEPM Specialist, or his delegate will handle contract administration for this project at the local level and all on-the-ground coordination between the Contractor and DOFAW. Mr. Miller can be reached by mobile telephone at 808/286-3868, fax at 808/973-9781, or email at christopher.j.miller@hawaii.gov. The State may change the Contract Administrator or delegate at any time.

Written Inquiries

Inquiries regarding this solicitation are due 14 DAYS BEFORE BID OPENING. Inquiries shall be made in writing, either via e-mail to: christopher.j.miller@hawaii.gov. Written inquiries received after this date may be responded to at the discretion of the State.

Timing

Performance of services requested under this contract shall be completed within Twelve months (12) months of issuance of the Notice to Proceed. The contract may be extended by mutual agreement in writing.

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:

Bid Security (EXHIBIT A, Bid Bond): Bidder shall provide Bid Security in acceptable form pursuant to HRS 103D-323 and HAR 3-122-222. Bid Security must be submitted **BERORE** Offer Due Date & Time. Bidder must upload a copy when submitting bid on HlePRO. There is no exception.

Bidder shall provide in the proposal at least two examples of prior fence installation projects in remote (requiring helicopter transport of materials and/or crews) and rough terrain in the State of Hawaii of at least 2,000 LF each.

Offer Form (pages 17-19): Bidder shall provide in the proposal evidence that their company and/or employees of their company previously constructed at least two (2) fence installation projects in remote (requiring helicopter transport of materials and/or crews) and rough terrain in the State of Hawaii of at least 2,000 LF each.

Bidder must submit its offer using the exact legal name of the business as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form.

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. **Bidder must upload a copy when submitting bid on HlePRO. Retain the original to submit if selected for award.**

Failure to comply with all required elements of Offer Submission may be grounds for disqualification.

Method of Award: 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. The bidder must provide a bid for all line items in the solicitation to qualify for an award. The lowest bid will be determined by weighting the item prices using the following formula:

Item No.	Names	Description	Multiplied by	Bid Price per linear ft.	Total
Line Item #1	Waiau Fence	Fence Construction	14,000 ft		
Line Item #2	Waiau Fence Skirting	Installation of Skirting	2000 ft		
Line Item # 3	Waimano Trail Improvements	Clear vegetation and regrade trail bed	9000 Ft		

All lengths are estimates. The State reserves the right to modify the alignments and adjust the lengths required as needed.

The bid with the lowest “Sum of the Product” for each section will be the lowest bid.

Contract: The successful bidder will enter into a contract with the State for the line item prices identified by this solicitation. The term of the contract will be for 24 months from the date on the Notice to Proceed.

Notice to Proceed: Upon execution of the contract, the Contract Administrator will issue a written Notice to Proceed. However, no work shall commence. This will be a notification that the contract has been successfully executed.

Fence Projects: After Notice to Proceed has been issued DOFAW will work with the contractor to install the fence with a State of Hawaii Purchase Order (PO) for particular sections. For every PO, the contractor will be required to submit both (two (2) bonds) a performance bond and a labor and material payment bond for 100% of the PO price. The State will draft the PO for the desired quantities of each line item and forward to the Contractor. The Contractor will return the draft with the required performance bond and labor and material payment bonding and DOFAW will submit for processing.

After the PO has been approved work may begin. For every mile (5,280 feet) requisitioned by the State via PO, the contractor will have six (6) months to complete. The State has the discretion to allow extensions if the bidder submits requests in writing at least 30 days prior to the end of the four (4) month period.

Payment: Payment will be made with a State of Hawaii Purchase Order (PO). Partial payments may be invoiced every 30 days, at 2500ft completion intervals, at the completion of a line item, or at the

completion of a project. The completed fence will be measured on-site by DOFAW staff and inspected for compliance with specifications before payment. Payment may be withheld until fence meets all specification.

Extensions: The contract may be extended by mutual agreement in writing.

General Conditions:

It is understood that this IFB includes Forms AG-008 General Conditions and DLNR Interim General Conditions dated October 1994, as amended.

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

In the event of a conflict between conditions, Special Conditions shall take precedence, followed by the General Conditions, and the DLNR Interim General Conditions.

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

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

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

LIABILITY INSURANCE

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

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

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$2,000,000 combined single limit per occurrence for bodily

injury and property damage

**Basic Motor Vehicle Insurance
and Liability Policies**

**BI: \$1,000,000 per person
\$1,000,000 per accident
PD: \$1,000,000 per accident**

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hiring of Hawaii Residents: The Contractor shall comply with Act 68, SLH 2010, in the performance of; and for the duration of this contract. The Contractor shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the

Contractor shall count towards the calculation for this section. The hours worked by employees with shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

The requirements shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.

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

Worker Safety: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions. **Contractor shall submit a Safety Standard Operating Procedures (Safety SOP) which will outline safety protocol they're employees will follow for safe work conditions. Besides fence construction the Safety SOP shall cover both helicopter operations and fall prevention. This Safety SOP shall be submitted with the bid offer for DOFAW to review.**

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. **The Contractor shall submit an emergency response plan for their field operations with their bid offer. This plan will include a description of personnel training, first aid equipment and emergency field communications and extraction procedures.**

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 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

Installing Ungulate-Proof Fence on Oahu

Oahu District Manager
Department of Land and Natural Resources
Division of Forestry & Wildlife
State of Hawaii

Dear Sir:

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.: _____

Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____

** _____

Exact Legal Name of Company (Offeror)

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

Item No.	Estimated Quantity	Unit	Description	Unit Price
1	14,000 ft	LF	Installation of ungulate-proof fence Waiau	\$_____/LF
2	2,000 ft	LF	Installation wire mesh skirting, where needed	\$_____/LF
3	9000 ft	LF	Waimano Trail Improvements	\$_____/LF

Offeror: _____
Name of Company

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Contractor's License No. _____

Experience Requirement:

1. Fence Project Name: _____
Date of completion: _____
LF of fence installed: _____
Contact Name: _____
Contact Phone: _____
2. Fence Project Name: _____
Date of completion: _____
LF of fence installed: _____
Contact Name: _____
Contact Phone: _____

Commercial General Liability Insurance:

Insurance Agent (Company Name): _____

Contact Person: _____ Contact No.: _____

Insurance Underwriter: _____

Policy No.: _____

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

1) _____
Name Address

Contact Name Contact Phone Number

2) _____
Name Address

Contact Name Contact Phone Number

3) _____
Name Address

Contact Name Contact Phone Number

Offeror _____
Name of Company

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WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject:IFB No:_____

Title of IFB: Installing Ungulate-Proof Fence on Oahu

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

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

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

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

Offerer_____

Signature_____

Title_____

Date_____

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

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

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

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

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

Moreover, _____
(Company Name)

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

1. State of Hawaii Contractor License Information _____

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No: _____

Description: Installing Ungulate-Proof Fence on Oahu

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

- | | | <u>Yes</u> | <u>No</u> |
|----|----------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------|
| | | (check only one) | |
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | ___ | ___ |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | ___ | ___ |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | ___ | ___ |
| 4. | Will your business provide any services in the SOH under the contract to be awarded? | ___ | ___* |

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

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

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

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

Offeror _____

Signature _____

Title _____

Date _____

EXHIBIT A

SURETY [BID] [PROPOSAL] BOND

(11/17/98)

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(Full Name or Legal Title of Offeror)

as Offeror, hereinafter called Principal, and _____,
(Name of Bonding Company)

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

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

as Owner, hereinafter called Owner, in the penal sum of _____

(Required Amount of Bid Security)

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

WHEREAS:

The Principal has submitted an offer for _____

(Project by Number and Brief Description)

NOW, THEREFORE:

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Offeror)

Signature

Title

(Seal)

Name of Surety

Signature

Title