

INVITATION FOR BID
INDEFINITE QUANTITY CONTRACT FOR CONSTRUCTION OF PREDATOR-EXCLUSION
FENCES FOR RARE SNAILS ON MAUI

Table of Contents

I. Summary of Work:	1
II. General Description of Project Sites:	1
III. Access to Installation Sites:	1
IV. Equipment, Supplies, Transportation, and Labor:	1
V. Site Preparation:	2
VI. Fence Materials:	2
VIII. Fence Construction	3
General	3
Basic Fence description:	3
Posts:	5
2"x12" interior and 2"x6" exterior Baseboards:	5
2"x6" Barrier Board:	5
2"x6" Top Board:	5
Blocking:	6
Hood:	6
Board joints:	6
HDPE geomembrane and excluder mesh skirt:	6
Excluder Mesh:	7
Georunner Erosion Control System:	7
Angle barriers:	8
Lower angle:	8
Upper angle:	8
Electrical barrier:	10
Fence Crossover and Covered Area:	11
VIII. Contractor and Construction Crew Activities	13
Camps:	13
Storage:	13

Animals and plants at the work site:	14
Biosecurity - non-native plants and animals:.....	14
Pack out trash and unused foodstuffs:.....	15
Project Completion:.....	15
IX. Communication:	15
Contract Supervision and Administration	15
Pre-bid Site Inspection	15
Written Inquires:.....	16
Notification procedures.....	16
Pre-Installation Conference:	16
X. Timing:	16
XI. TERMS AND CONDITIONS	17
Authority of the State:	17
Bidder Qualifications:	17
Offer Form:	17
Method of Award:	18
Contract and Notice to Proceed:	18
Payment:	18
Extensions:	18
Demobilization/remobilization	18
General Conditions:	19
Chapter 104, HRS, Wages and Hours of Employees on Public Works:	19
Contractor's License Required:	19
Subcontractors:	19
Insurance:	19
Liability insurance:	19
Irregular Bids:	21
Withdrawal of Bid:	21
Successful Bidder to file Performance and Payment Bonds:	21
Change Orders:	21
Wages and Hours:	21
Property Damage:	22
Bidder's Responsibility to Provide Proper Superintendence:	22

Hiring of Hawaii Residents:	22
Public Convenience and Safety:	23
Worker Safety:	23
Other Health Measures:	23
Hawaii Business or Compliant Non-Hawaii Business Requirement:	23
Compliance with §3-122-112 HAR:	24
Campaign Contributions:	24
Protest:	25
XII. FORMS:	25
OFFER FORM	26
WAGE CERTIFICATE	30
CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT	31
TAX EQUALIZATION CERTIFICATE	34

I. Summary of Work:

Hawaiian terrestrial snails are quickly going extinct due to depredation by introduced predators including rats, Jackson's chameleons, and the rosy wolf snail. Currently, the only reliable way to protect populations in the field is to construct predator exclusion fences. This project includes constructing small fence units at remote sites across the island of Maui.

Each fence unit will be between 200 - 500 feet in circumference and will be made entirely of plastic lumber with HDPE geomembrane as the siding. The basic design of the fence includes a solid wall with a hood to exclude rats. Three rosy wolf snail barriers will be attached to the exterior of the wall consisting of two flared 15° angled flanges and an array of copper bands, to be electrified by DOFAW after completion of fence construction.

DOFAW will supply some of the material needed to complete fence units. The contractor will be responsible for fence construction, transport of fence crew and equipment, the transport of fencing materials from their current location to installation sites, and the provision of additional materials needed to construct the fence as specified herein.

DOFAW requests bids for an indefinite quantity contract to construct fence units of three distinct sizes, small (250 ft. in perimeter \pm 50 ft.), medium (350 ft. in perimeter \pm 50 ft.), and large (450 ft. in perimeter \pm 50 ft). DOFAW will identify a proposed site, provide approximate perimeter size estimates (small, medium, or large), delineate the proposed fenceline with flagging, and will take the contractor to the site, prior to cutting a PO for a unit.

Commented [SDR1]: Added language here regarding three specific fence sizes. See what you think.

II. General Description of Project Sites:

All sites will be in remote areas in State Forest Reserves, State Natural Area Reserves, or Private land zoned for conservation, on the island of Maui.

III. Access to Installation Sites:

Access to all project sites will be via helicopter. DOFAW will identify possible staging areas, drop zones, and landing zones for each site prior to construction of a unit. Contractor is required to conduct all proper due diligence to secure flights and land access.

The Contractor shall be responsible for transporting its work crew, equipment and materials to the project sites. DOFAW will not provide any ground or helicopter transport.

IV. Equipment, Supplies, Transportation, and Labor:

All equipment, supplies, tools, transportation and labor will be provided by the Contractor, with exception to any materials specified by DOFAW (see below, Section VI.).

The Contractor is advised that DOFAW shall not supply communications equipment or personal protective equipment (PPE).

The materials listed below in Section VI have already been purchased and are available for use. The materials are currently located in a DOFAW base-yard and will be transported by the Contractor to the build site(s). The Contractor may not use any DLNR base-yard as an office or staging area; for storage of tools, supplies, equipment, or other materials; or for overnight vehicle parking.

V. Site Preparation:

DOFAW has conducted surveys for rare/endangered plants and historic features. Any areas of special concern will be conspicuously flagged, and will be identified during site visits, and must not be disturbed or damaged.

The proposed fence lines will be marked and cleared of some trees and vegetation; however, the lines will require additional vegetation clearing, and some groundwork to accommodate tree-stumps and rocks. Removal of plants along the fence corridor should only include those plants that may hinder fence construction. The Contractor may be asked to remove tree limbs that may fall on the fence line even after the fence corridor has been brushed and the fence installed. Note that it is not necessary to remove all vegetation.

Project sites are in forests that may have dense fern and shrub understory; brushing will be required. 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 fence so as not to impede foot traffic along the fence line or interfere with installation of fencing. No standing trees greater than 4" DBH shall be cut without consultation with DOFAW project coordinator.

The proposed fence lines will be marked with blue trail flagging. It is recognized that for installation purposes the contractor may choose to shift the flagged alignment slightly (less than 10ft.). Any adjustments to the fence line will need approval from the project coordinator prior to moving the line. Upon approval, the Contractor may re-align the fence to straighten alignments, adjust corners, or to avoid certain trees and shrubs.

There are no known archaeological or historical sites within the fencing corridor(s) however, 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. All human litter and waste must be removed from the site at all stages of fence construction.

VI. Fence Materials:

Materials provided by DOFAW:

- 1. Reinforced plastic lumber boards 2"x8"x16' (top board)**
- 2. Reinforced plastic lumber boards 2"x6"x16' (barrier board)**
- 3. Non-reinforced plastic lumber boards 2"x12"x16' (baseboard)**

4. Reinforced plastic lumber post 4"x4"x8' (post)
5. HDPE 7'x24' 100 mil rolls
7. Non-reinforced plastic lumber boards 2"x4"x10' (blocking)
8. Copper bands, (electrical barrier)
9. Stainless steel screws for copper band installation
10. Rat hood
11. Angle barrier

The contractor will receive an inventory of all materials supplied by DOFAW including where they are stored. The Contractor will be responsible for supplying all materials needed to meet the specifications of this project except for what is listed above.

Please note, it is crucial all materials must be free of any foreign organisms: arthropod pests (ants, spiders etc.) and their egg clutches, mollusks (snails & slugs) and their egg clutches, weeds, seeds, and dirt.

The following materials are not provided by DOFAW and must be provided by Contractor. Materials include but are not limited to the following as specified herein:

1. Georunner system including all materials not specified above
2. Geotextile fabric
3. All materials to build the fence crossover and Covered Area (other than what is supplied above)
4. All construction materials not listed including fasteners, nylon washers, washed gravel and concrete, etc. All fasteners must be stainless steel or dipped galvanized. **Zinc plated fasteners will NOT be accepted.**

All materials must be approved by the DOFAW project coordinator or their designated appointee before installation.

VIII. Fence Construction

General

The proposed fences are designed to protect rare and endangered snails from introduced predators, including the rosy wolf snail (*Euglandina species*), Jackson's Chameleons (*Trioceros jacksonii xantholophus*), and three species of rats (*Rattus rattus*, *Rattus norvegicus*, and *Rattus exulans*). Because these predators are small exclusion is difficult. It is therefore imperative that there be no discrepancies in the fence or the predator barriers that would allow for incursion.

Basic Fence description:

The backbone of the fence is a plastic lumber structure of 4"x4" reinforced plastic lumber posts cemented into the ground with two 2"x6" and one 2"x12" reinforced plastic lumber boards running parallel to the ground. Fixed on this backbone is HDPE sheeting. Mounted on the sheeting are two types of exclusion barriers to the Rosy Wolf Snails: two angle

barriers and an electric barrier. At the top of the HDPE wall is an 8" diameter rolled hood that excludes rats. At the bottom edge of the fence the HDPE extends past the bottom edge of the 2"x12" base board. Along the outside edge of the fence a Georunner erosion control system installed to prevent erosion. See Figure 4. Each of these components is described in depth in the sections below.

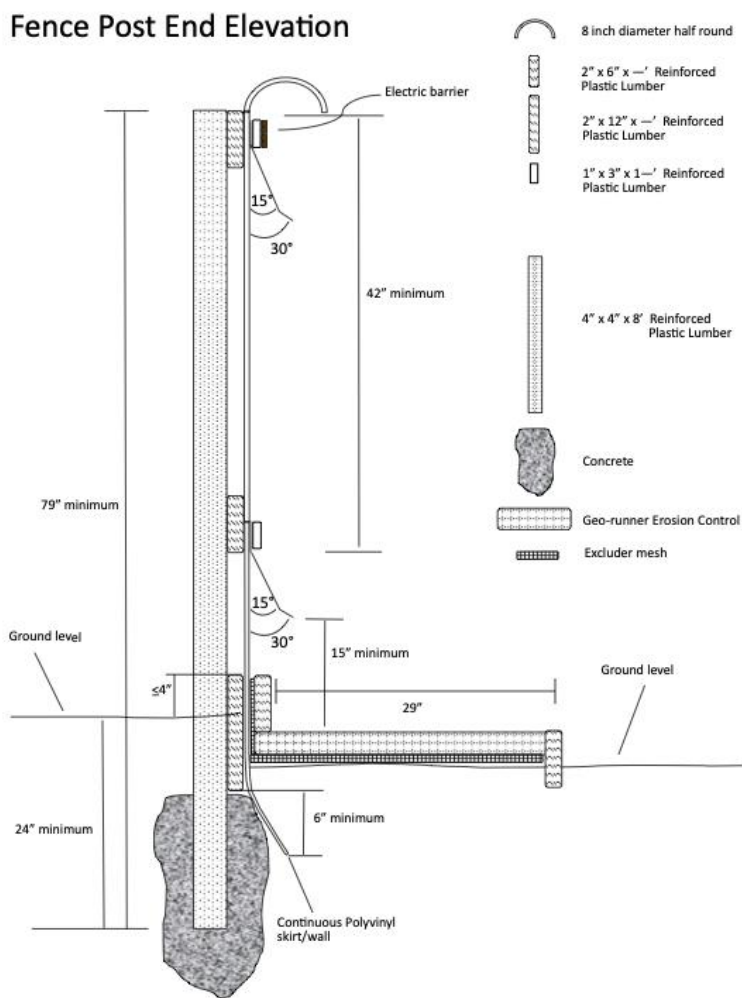


Figure 4. Predator-proof fence detail.

Posts:

Posts are 8-foot-tall 4"x4" reinforced plastic lumber placed a maximum of 8' apart on center. Posts must be a minimum of 60" above ground and 24" underground. They must be trimmed to conform to rat hood height within 6". (Posts must not be more than 6" taller than the wall.) All posts must be installed perpendicular to the ground to ensure conformity with the HDPE sheeting. Post footings must be a minimum of 24" deep and 18" in diameter with the post concreted in the center. There must be a minimum depth of 18" of concrete securing the posts. There must be a minimum 6" soil layer between the concrete and ground level. This allows for the installation of the 2"x12" baseboard.

2"x12" interior and 2"x6" exterior Baseboards:

A 2"x12" reinforced plastic lumber interior baseboard will be installed a minimum 5" below ground level on the inside of the HDPE, parallel to the ground slope. The 2"x12" interior baseboard will be secured to the posts with at least two 3/8"x6" galvanized (all fasteners must be dipped galvanized and not zinc plated) carriage bolts per post and within 0.5"-1.5" of the outside edge of the board. Bolts must be secured with nuts and washers on the inside of the fence. The top of the concrete post footing must be at or within 2 inches of the bottom of the board.

A 2"x6" reinforced exterior baseboard will be installed on the outside of the HDPE. This exterior baseboard sandwiches the HDPE and excluder mesh to the interior baseboard and ensures there are no gaps between the HDPE, excluder mesh, and the 2"x12" baseboard. The 2"x6" must be fastened to the 2"x12" baseboard with 3/8"x4" galvanized carriage bolts every 18". The top of the excluder mesh and the two baseboards must be parallel and even.

2"x6" Barrier Board:

A reinforced 2"x6" plastic lumber board will be installed a minimum of 20" from the top of the 2"x12" and 2"x6" baseboards (measured to the bottom of the barrier board). This board will be used for mounting the lower angle barrier. It will parallel the ground slope and 2"x12" baseboard. The 2"x6" will be secured to the posts with at least two 3/8"x6" galvanized carriage bolts within 0.5"-1.5" of the outside edge of the board. Bolts must be secured with nuts and washers on the inside of the fence.

2"x6" Top Board:

A reinforced 2"x6" plastic lumber board will be installed a minimum 39" from the top of the top board to the top of the lower angle or 55" on center off the finished Georunner system.

The top board should parallel the ground slope, 2"x12" baseboard, and the 2"x6" barrier board. The 2"x6" will be secured to the posts with at least two 3/8"x6" galvanized carriage bolts within 0.5"-1.5" of the outside edge of the board. Bolts must be secured with nuts and washers on the inside of the fence.

Blocking:

Reinforced plastic lumber 2"x4" blocking will be installed on all posts between the baseboard and barrier board (approximately 10") as well as the barrier board and top board (approximately 33") to fill in the gap between the wall and post. The 2"x4" will be secured to the posts with at least three 5" galvanized lag bolts within 5" of the center of the board. Lag heads must be counter sunk, and not stand out beyond the edge of the post.

Hood:

A rolled or rounded hood a minimum of 8" in diameter will be installed at the top edge of the fence a minimum of 42" from the top of the lower angle barrier. The hood can be constructed of HDPE, PVC, or galvanized 18-gauge sheet metal and must be painted (dark green or brown, non-glossy). Self-etching paint must be used if the hood is painted by the contractor after it is zinc plated. The joints must be welded or glued such that there are no irregularities that would allow for rats to gain a foothold. The hood must be fastened with stainless steel fasteners (#10 screws with 0.5" OD washers) a maximum of 8" apart. The hood must be secured between the inner side of the HDPE membrane and 2"x6" top board. See Figure 5 for the proper order of installation.

Board joints:

All 2"x6" and 2"x12" boards must have flush butt joints within 1" of the post center. There must be no gaps larger than 1/4" between board ends. Galvanized carriage bolts must be within 0.5"-1.5" of the outside edges of the boards. All galvanized carriage bolts must be 3/8" in diameter.

HDPE geomembrane and excluder mesh skirt:

The HDPE membrane must be flush with or extend above the top edge of the top board. The HDPE membrane must be installed so that it sandwiches the base of the rat hood with the top board, this is to divert rainwater away from the electric barrier that should be installed just below. The HDPE should be screwed to the top board with #10 stainless steel screws every 12". See Figure 5.

Moving down the wall, the 2" x 12" reinforced plastic lumber will be used to secure the lower angle and HDPE to the 2"x 6" barrier board. The reinforced plastic lumber must be secured every 12" with #8x1-5/8" star pan head stainless steel composite deck screws countersunk 0.25". All reinforced plastic lumber joints and corners must be flush and there must be no gaps between the HDPE and wall. See Figure 5.

The vertical membrane joins on posts must overlap for at least 4". All joins along posts must be battened the full length between the hood and the lower angle, and the lower angle and 2"x6" baseboard. HDPE ends must be flush with the end of the battens. All joins must be sealed with 100% silicone sealant prior to securing. Battens must either be plastic, galvanized, or aluminum and must be beveled at the edges to prevent Jackson's Chameleons from climbing. Battens must be pre-approved by project coordinator David Sischo. All battens must be secured with #10 1" stainless steel screws. Fasteners must be no greater than 4" apart along the posts and must be within 0.5"-1.5" from the edge of the blocking board.

Along the 2"x12" baseboard the HDPE and excluder mesh will be sandwiched by the 2"x6" baseboard. The excluder mesh must also run horizontal on the ground from the 2"x12" and 2"x6" baseboards for a minimum of 12" under the geotextile. At fence corners and excluder mesh joins, excluder mesh patches may need to be added to ensure coverage between the ends. All patches must overlap at least 6" and must be secured with stainless hog rings no more than 2" apart.

The HDPE membrane should extend and be buried a minimum of 6" from the base of the 2"x12" baseboard into the ground. This is also to prevent rat incursions.

Excluder Mesh:

Excluder mesh will be installed along the outside edge of the fence to rodent incursions. Process of installation is as follows. Soil within 48" of the fence must be cleared of all vegetation, excavated approximately 3", leveled and compacted. The inside edge of the Excluder Mesh is then installed vertically behind the 2"x6" exterior base board. The inside edge must be level with the top edge of the exterior 2"x6" base board. The Excluder mesh must extend down between the 2"x6" base board and the HDPE wall, transitioning from the vertical to a horizontal orientation extending a minimum of 48" from wall edge. The mesh must be secured by installing the Georunner Erosion Control System atop. The outside edge must be a minimum of 48" from the baseboard.

Georunner Erosion Control System:

Georunner will be installed along the outside edge of the fence to prevent erosion. Process of installation is as follows. Soil within 48" of the fence must be cleared of all vegetation, excavated approximately 3", leveled and compacted. Heavy weight (Mirafi 180N, Nonwoven) geotextile fabric is then installed from the 2"x12" baseboard to a minimum of 48" from wall edge. The fabric must be secured with 18" geotextile pins with washers. Cut edges must be folded under and pinned. Next, the Georunner is installed per manufacturing instructions. The inside edge must be flush to the baseboard. The outside edge must be a minimum of 48" from the baseboard (two 24" pavers). The pavers should be arranged in a running, offset pattern so that the joins are not stacked.

Angle barriers:

Lower angle:

The lower angle is made from an 8" strip of 26-gauge Galvalume pre-finished roof flashing. Galvanized and painted (dark green or brown, non-glossy) with self-etching paint) sheet metal. Self-etching paint must be used if the angle is painted by the contractor after it is zinc plated. The top 2" sits flat against the wall and is secured between the 1" x 3" plastic lumber and the 2"x6" barrier board. The 1" x 3" plastic lumber must be secured every 12" staggered on the top edge and bottom edge with #8x1-5/8" star pan head stainless steel composite deck screws countersunk 0.25". All plastic molding joins and corners must be flush.

The next 5" of the barrier flares out at a 15-degree angle, then the final 1" must flare out another 15-degrees (30-degrees from the wall). The lower end of the angle must be at least 15" off the ground, and 3" from the wall at the outside edge. The angle barrier presents Rosy Wolf Snails with a steep angle overhang. Snails climbing the vertical wall of the fence proceed under the outside edge of the angle without touching the barrier. They proceed to a point where their shell contacts the overhang at which point their movement up the wall is stopped. While it is possible for a snail to roll one-hundred eighty degrees and transfer itself to the over-hang, this rarely happens. Most frequently the snails just stop or back out. See figure 5.

Upper angle:

The upper angle is also made from an 8" strip of 26-gauge Galvalume pre-finished roof flashing. Galvanized and painted (dark green or brown, non-glossy) with self-etching paint) sheet metal. Self-etching paint must be used if the angle is painted by the contractor after it is zinc plated. The top 2" sits flat against the wall and is secured between the 1"x3" plastic lumber backing of the electric barrier and the 2"x6" top board. The next 5" of the barrier flares out at a 15-degree angle, and the bottom 1" flares out another 15-degrees (30-degrees from the wall). The angle must be at least 3" from the wall of the enclosure at the outside edge. The 1"x3" plastic lumber backing of the electric barrier must be secured every 12" staggered on the top edge and bottom edge with #8x1-5/8" star pan head stainless steel composite deck screws countersunk 0.25". All plastic molding joins and corners must be flush. See figure 5.

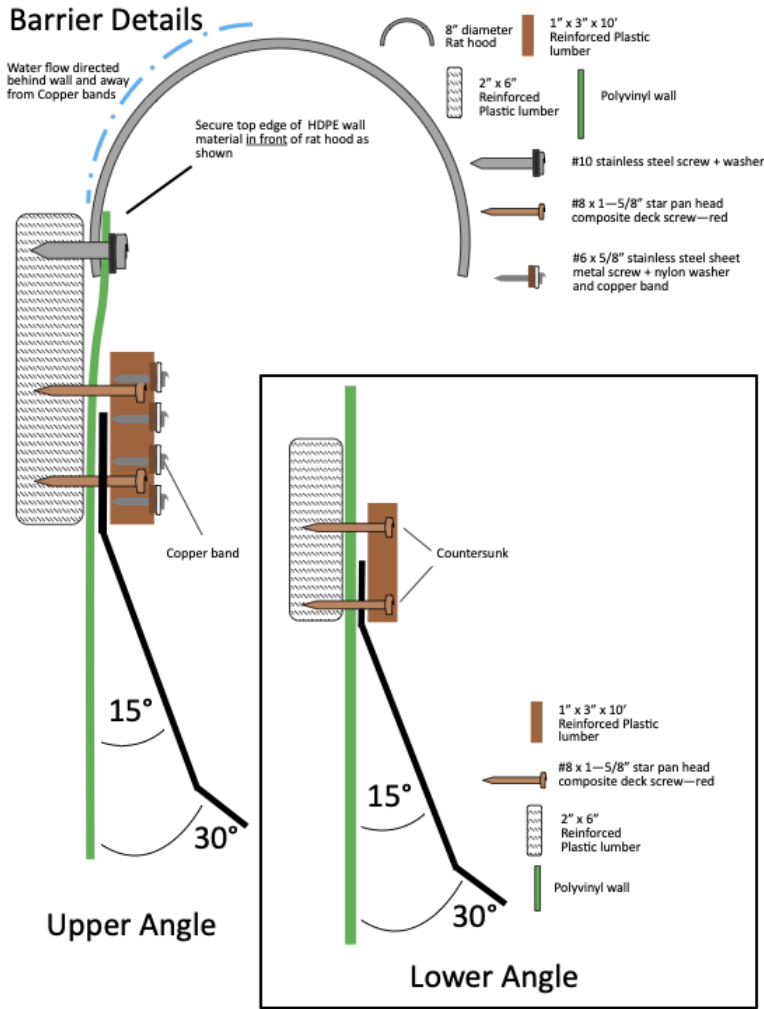


Figure 5. Angle barrier details. Please note the bottom copper band must be flush with the bottom edge of the 1"x3" plastic lumber.

Electrical barrier:

The electric barrier consists of 4 copper bands mounted on the 1"x3" plastic lumber installed at the top of the HDPE just below the rat hood. The top edge of the 1"x3" plastic lumber must be within 1" from the bottom of the outer edge of the rat hood. The 1"x3" plastic lumber should be secured every 12" staggered on the top edge and the bottom edge with #8x1-5/8" star pan head stainless steel composite deck screws countersunk 0.25" so that it secures the upper angle to the HDPE and the 2"x6" top board as previously stated in the "Upper Angle" section. See Figure 5.

The copper band is 0.344" wide. The band is installed taught and flush against the molding using #6x5/8" stainless steel sheet metal screws with #6 nylon washers spaced as needed to keep bands flush with plastic lumber. Screws must never be vertically aligned across the 4 copper bands. Screws must be installed at a diagonal perpendicular to the slope of the wall to prevent water from closing the circuit when it rains, screw placement can be alternating in sections with no slope. Screws must not be less than two inches apart between consecutive copper bands. Copper bands must be spaced no more than 3/16" apart and less than 1/4" apart. DOFAW staff will instruct the contractor on how to start and end the installation of the copper strip. See figure 6.

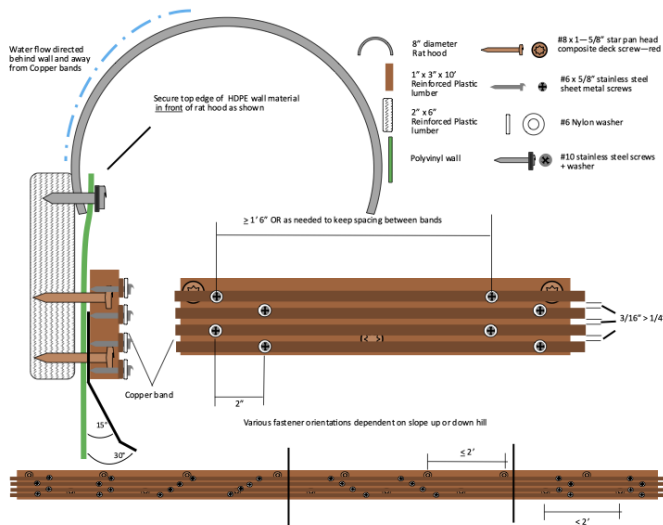


Figure 6. Electrical barrier details.

Fence Crossover and Covered Area:

The contractor must construct a fence crossover at a site within the enclosure to be designated by DOFAW staff, consisting of a plastic or composite lumber platform. The bottom edge of the platform and support struts must be 3" minimum above the top of the rat hood. Outside the fence, the platform will either be in line with the outer edge of the rat hood or extend no further than 3" beyond the outer edge of the rat hood (Figures 7 & 8). The platform must be a minimum 3' wide (Figure 7). Inside the fence, the platform will join to a plastic or composite lumber staircase leading into the enclosure. The platform and staircase must have handrails a minimum of 3' tall from the top of the platform and descending the stairs. The platform will be outfitted with a removable ladder that can be lowered to the ground to allow access from the outside. Adjacent and connected to the platform, a covered area will be constructed. The height of the covered area must be within 1' of the height of the platform. It can be constructed with 4"x4" posts and 2"x4" rafters and purlins. The slope of the roof must orient in a Southerly direction to allow maximum efficiency for photovoltaic arrays to be installed by DOFAW staff. It must be roofed with either corrugated material or HDPE and sided on three sides with HDPE. One of the three sides must shelter the covered area from the windward direction. Fasteners used for the roofing material must have sealing rubber washers. The bottom edge of the siding will terminate at a minimum of 18" and a maximum of 26" from the ground slope. See figure 9 for the post footprint.

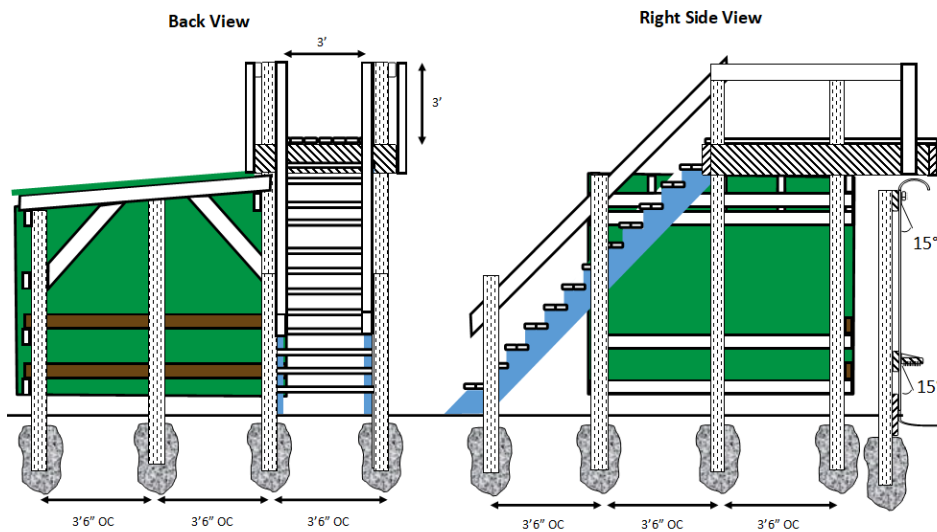


Figure 7. Cross over and Covered area Right View and Back View.

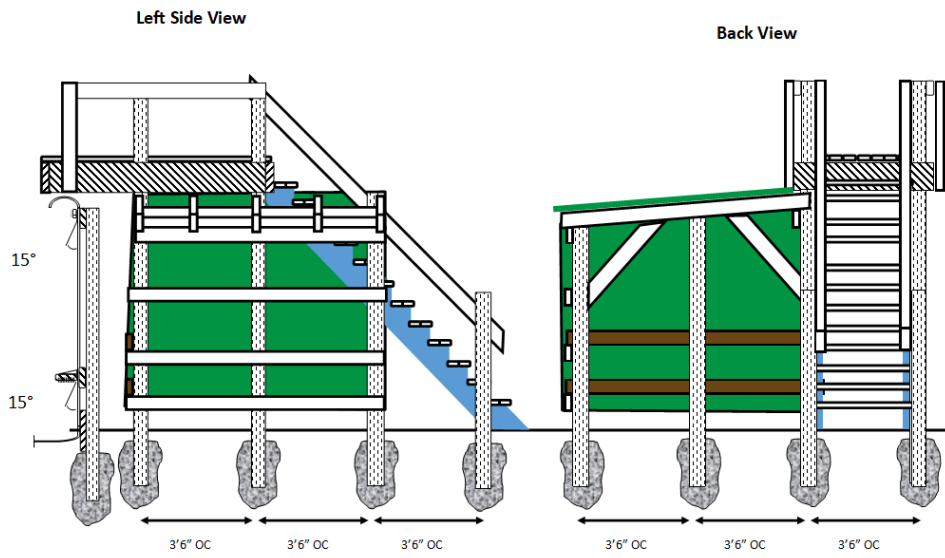


Figure 8. Cross over and Covered area Left View and Back View.

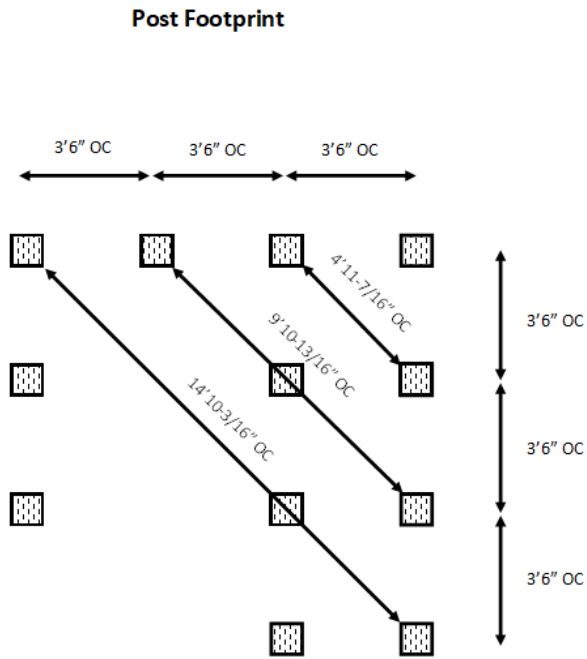


Figure 9. Cross over and Covered area Footprint.

VIII. Contractor and Construction Crew Activities

Camps:

The locations of the project areas are remote. Construction camps will be permitted. DOFAW staff will provide the Contractor with GPS locations of known sites that may be acceptable for these purposes. Use of any location for camps or material stockpiles requires prior authorization from the project manager.

Storage:

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

Animals and plants at the work site:

Plants or animals may not be removed from the project site or from anywhere on the property.

Biosecurity - non-native plants and animals:

The purpose of this project is to fence important habitat with high conservation value to house endangered snails. Non-native species and pathogens are a major threat for the natural areas and rare species that these fences are being built to protect. Control of non-native plants and animals is a high priority in Hawai'i. A large amount of personnel time and resources are expended annually to control alien species. Inspect field gear and equipment before going into the field. Dirt or mud can hide alien weeds and insects. It is necessary to inspect and clean: footwear; clothes, gear and material. There are several instances of invasive plants, mollusks, 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, mollusks, insects, and forest pathogens. The thorough cleaning of gear when moving between islands and 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 other tools and equipment that has been used on other islands is not acceptable due to the threat of rapid 'ōhi'a death (ROD). 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 'Ōhia (no other native plants). The State will not supply the Spectracide, but it is inexpensive and commercially available in many local stores.

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. The Contractor shall not store materials prior to material drops in areas known to contain ROD. 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. Extra fence material may be left at the site for future repairs if desired by DOFAW.

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

Pack out trash and unused foodstuffs:

Do not bury trash in the field. Avoid taking in any fruits that have seeds with the potential to naturalize (e.g. cherry tomatoes, chili peppers, berries, and guava). Organic trash (e.g. orange and banana skins) should be treated as other garbage and packed out. Garbage that is discarded in the field has the potential to spread insects, fungi, and other plant pathogens and may provide food for alien vertebrates.

Project Completion:

The contractor will remove all scrap, tools, trash, and surplus materials from the project site upon project completion.

IX. Communication:

Contract Supervision and Administration

Peter Landon, Maui Nui NEPM Section Manager will handle contract administration for the project and all on-the-ground coordination between Contractor and DOFAW. Contact information for Peter, email: peter.landon@hawaii.gov, office telephone: (808) 873-3969, mobile phone: 808-268-8699

Pre-bid Site Inspection

Due to the remoteness of these sites a pre-bid site inspection for all perspective project sites is not possible. However, DOFAW will take perspective bidders to an existing exclosure at Olinda, and one remote site.

Please note, topographic and logistical conditions present difficulties that are not typical for fence construction projects. Failure to account for these considerations in no way relieves 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.

Written Inquires:

The state will respond to questions in writing. Responses to inquiries will be posted on HlePRO as an addendum. Written inquiries received after the specified date may be responded to at the discretion of the state.

Notification procedures

The contractor shall notify the project coordinator at least five (5) days in advance of when work at the project site is planned to begin. The contractor shall notify the project coordinator within three (3) days of leaving the project site if the contractor plans to be away for more than one (1) week.

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
- Communication
- Installation techniques
- Helicopter Transport
- Proposed installation schedule
- Camping guidelines and restrictions
- Alien plant and animal precautions

X. Timing:

Contractor must complete each fence unit before moving onto construction of another one. The contract may be extended by mutual agreement in writing. Please note, the selected sites are in areas that often experience unpredictable and inclement weather conditions.

XI. 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:

The contractor must have prior experience working in remote areas with rough terrain in Hawaii, and with plastic lumber and HDPE geomembrane or comparable materials. Comparable materials to HDPE include sheet metal, plastic siding, or other smooth and solid materials used as siding for fences or other construction projects. Materials that are not comparable include, brick, concrete block, concrete, rock, chain link, wire, hog panel, and wood.

DLNR – DOFAW has elected to use a solid wall predator-proof snail enclosure based on the guidance of the Snail Extinction Prevention Program Advisory Group, a council consisting of staff from over 10 partner agencies and organizations. A solid wall design is essential to protecting rare and endangered snail species from three introduced predators including Jackson's chameleons, rats, and the predatory rosy wolf snail. Jackson's chameleons and rats can climb materials such as mesh, chain link, screen, concrete, wood etc. In addition, rosy wolf snail juveniles are very small, and can fit through spaces that are only a few millimeters in size. It is therefore imperative to ensure effective predator exclusion, that a tight solid wall with smooth sides be used to construct snail enclosures.

Offer Form:

Bidder is requested to submit its offer using the exact legal name of the business as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form. Failure to do so may delay proper execution of the contract.

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

Method of Award:

At the close of this solicitation the bids will be reviewed by the Contract Administrator. Award will be given to the lowest responsive responsible bid. The bidder must provide a bid for all line items in the solicitation to qualify for award. The overall bid with the lowest "Sum of the Product" will be considered the lowest bid. Line items may or may not be awarded based on final costs.

Contract and Notice to Proceed:

The successful bidder will enter an indefinite quantity contract, and an executed PO will be provided for each fence unit. Prior to the issuance of each PO, the Contractor will be required to submit two (2) bonds, a performance bond and labor and material payment bond for 100% of the project costs. Issuance of an executed PO will service as a notice to proceed.

Payment:

One initial payment of 30% of project costs can be invoiced to each purchase order, and final invoice upon completion of unit. Completed deliverables will be inspected by DOFAW staff, for compliance with specifications, before final payment is issued.

Extensions:

The contract may be extended by mutual agreement in writing.

Demobilization/remobilization

Once contractor has mobilized for the construction of the fences, it is the contractor's responsibility to complete the fences without delay. DOFAW will not be responsible for initial deployment expenses for any of the fence locations. The State will not be responsible for any unscheduled or unauthorized demobilize/remobilize operations. DOFAW will make every effort to re-route a fence line if needed without the need to demobilize/remobilize.

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 General Conditions.

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

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

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

Contractor's License Required:

A contractor's license is not required.

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) injury and property damage	\$2,000,000 combined single limit per occurrence for bodily
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

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 which will outline safety protocol they're employees will follow for safe work conditions. Besides fence construction the Safety SOP shall cover 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.

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.

XII. FORMS:

OFFER FORM

**CONSTRUCTION OF PREDATOR-EXCLUSION FENCES FOR RARE SNAILS IN THE NORTHERN
KO'OLAU, O'AHU**

Procurement Officer

Department of Land and Natural Resources

Division of Forestry & Wildlife

State of Hawaii

1151 Punchbowl St., Rm. 325

Honolulu, HI 96813

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 (circle one):

Sole Proprietor Partnership *Corporation Joint Venture Other

*State of incorporation: _____

FEIN#: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Businesses address (street address): _____

City, State, Zip Code: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Respectfully submitted:

Date _____ (x) _____

Authorized (Original) Signature

Name and Title (Please Type or Print)

**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:

The following bid is hereby submitted to construct predator-proof fences on Maui as specified herein, for the Department of Land and Natural Resources (DLNR) – Division of Forestry and Wildlife (DOFAW).

Item No.	Description	Bid Price
1	Small fence (250 ft. in perimeter ± 50 ft.)	\$
2.	Medium fence (350 ft. in perimeter ± 50 ft)	\$
3.	Large (450 ft. in perimeter ± 50 ft).	\$

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Commercial General Liability Insurance:

Insurance Agent (Company Name): _____

Contact Person: _____

Contact No.: _____

Insurance Underwriter: _____

Policy No.: _____

WAGE CERTIFICATE

For Service contracts

(See Special Provision)

Subject: IFB No: _____

Title of IFB: CONSTRUCTION OF PREDATOR-EXCLUSION FENCES FOR RARE SNAILS IN THE NORTHERN KO'OLAUA, O'AHU

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

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

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

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

Offeror: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT

(Reference §3-122-112, HAR)

Reference: _____

(Contract Number)

(IFB/RFP Number)

_____(CompanyName)
affirms it is in 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: _____

*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: _____