

Invitation for Bid
DOFAW-26-NĀ-MANU
Ungulate Control – Nā Manu Unit
Ka‘ū Forest Reserve

OVERVIEW

Summary of Work

Bids are solicited for setting pig control snares, and follow up snare checks if funds are available, in the 2,000-acre Nā Manu Unit in the Ka‘ū Forest Reserve (Reserve). The Reserve is located approximately 10 miles southwest of Pahala and is accessible by helicopter from The Nature Conservancy (TNC) Ka‘iholena Preserve.

Feral Pig Removal

Feral pig removal consists of setting 2,400 stainless steel snares in groups of 5-10. DOFAW will provide snares, flagging and setting thread to the awarded Contractor. The Contractor will transport the snares within the project site and set the snares to the provided specification in approximate areas identified by DOFAW. The Contractor will need to provide their own GPS units and compatible data gathering devices (iPhone, Android) to record the locations of snare groups and individual snare locations. Snare deployment, flagging, and trailing will be done using the following standards:

Snare Installation Standards

- (a) Identification
 - Five or ten snare, snare groups (SG) with a group area diameter less than or equal to 45’ for groups of ten and less than 25’ diameter for groups of five.
 - Pink & Red/White striped on first and last snare of group (1&5 or 1&10).
 - Pink flagging marking at each snare location or anchor $\leq 3'$ from anchor 5-6’ high with Snare ID written broad Sharpie permanent marker.
 - Documented bearing and distance from snare group center (SGC) to each snare, (1-5 or 1-10). SGC point may be snare one.
 - An orange flagged trail leading to SGC of snare group may be installed if not on the existing main transect trail or fence line, two flags should be visible forward and behind to mark the trail.
 - Group identifier – triple pink flags on SGC with stamped metal tag. (SG1,2,3,4... (5 or 10) indicating number in group.
 - Example Flag/TAG label snare group: snare “NMSG1” = Nā Manu Snare Group 1.
 - ID flag on anchor and aluminum tag on each snare in group; Flag: SG1-1, SG1-2, SG1-3... marked on flag written with broad Sharpie permanent marker. Aluminum tag stamped 1-10 fastened to snare anchor flag corresponding to snare.
- (b) Coverage per five or ten snare group
 - Minimum area is approximately 25’ x 25’.

- Maximum area for a group of 10 is approximately 45' x 45'.
- 5 or 10 snares in each group.
- Maximum two snares on one anchor.
- Minimum distance between SG groups is 30 meters under the “hot spot strategy.”

(c) Set up

- Upholstery thread is tied to top of snare loop and behind swivel joint, if needed.
- Thread secured to a solid limb, trunk, or log no longer than 5'.
- Bottom of snare's noose must be 6" - 8" off the ground.
- Snare ID flagging must either be tied visibly on the anchor point or within 2' of anchor, 5' - 8' off the ground.
- Snare noose must be set up vertically, opened fully, and sliding side down (see **Figures 1 & 2**).
- The anchor tether must be as short as possible, and slack must be wrapped around the anchor two more times (depending on anchor diameter) using double overhand knots to maintain a short tether.
- Anchor wraps should leave space on live anchor trees for growth and may be shimmed with sticks to provide room.
- Use a sturdy stick and thread to prop the swivel up if the tether has to be long.
- Live trees should be no smaller than 4" at diameter at breast height (DBH).
- Anchor of Hapu'u (tree ferns) no less than 10" DBH.
- Dead trees or logs <=14" diameter, or brush should not be used as anchors.
- Other anchors should be tested before being used.
- Place snares in active areas or on well-used trails, near wallows, or beds.

(d) Checks

- Should funding be available, the contractor should include snare check price per unit on the appropriate line item.
- Data for snare check to include snare status (Fine, caught, missing, broken, fallen-animal/natural).
- Fallen snares shall be reset, broken or missing snares replaced, catches: report age sex, and size of catch to best of available information.
- Missing trail and snare flags should be replaced, as needed.

*DOFAW will spot-check snare groups to ensure quality control. Inadequate setting of more than 15% will result in a larger check sample and failure to meet specifications will delay payment until corrected.



Figure 1: Snare noose set up vertically and opened fully, with the sliding side down.



Figure 2: Alternate view of correctly installed snare noose.

Access

The Reserve is located approximately 10 miles southwest of Pahala and is accessible by helicopter from the TNC Ka'iholena Preserve. Four remote field camps and landing zones (LZs) are located within and near the project area for the Contractor to stage and deploy snares (see **Figures 3 & 4**). Preauthorization of site use will be coordinated through DOFAW and will need to be done to avoid schedule conflict with other work teams. DOFAW currently has a Right-of-Entry to the private land where the TNC Ka'iholena Preserve LZ is located. The Contractor is required to have sufficient insurance coverage required by TNC before the project start.

Though currently unavailable, access to the Nā Manu Unit may be possible in the future. From Hilo, this route would take approximately 3.5 hours and require a sturdy four-wheel drive vehicle, as half of the drive time would be on a rugged, four-wheel drive road. This route would require a key to the Kahuku Unit gate at the Hawai'i Volcanoes National Park (HAVO). Because this route is currently unavailable, contractors should bid with helicopter access as the means of contract obligation fulfillment. If the situation changes for vehicular access, it will require clearance through HAVO and adherence to HAVO's access and biosecurity protocols. Vehicular access will be at the Contractor's expense.

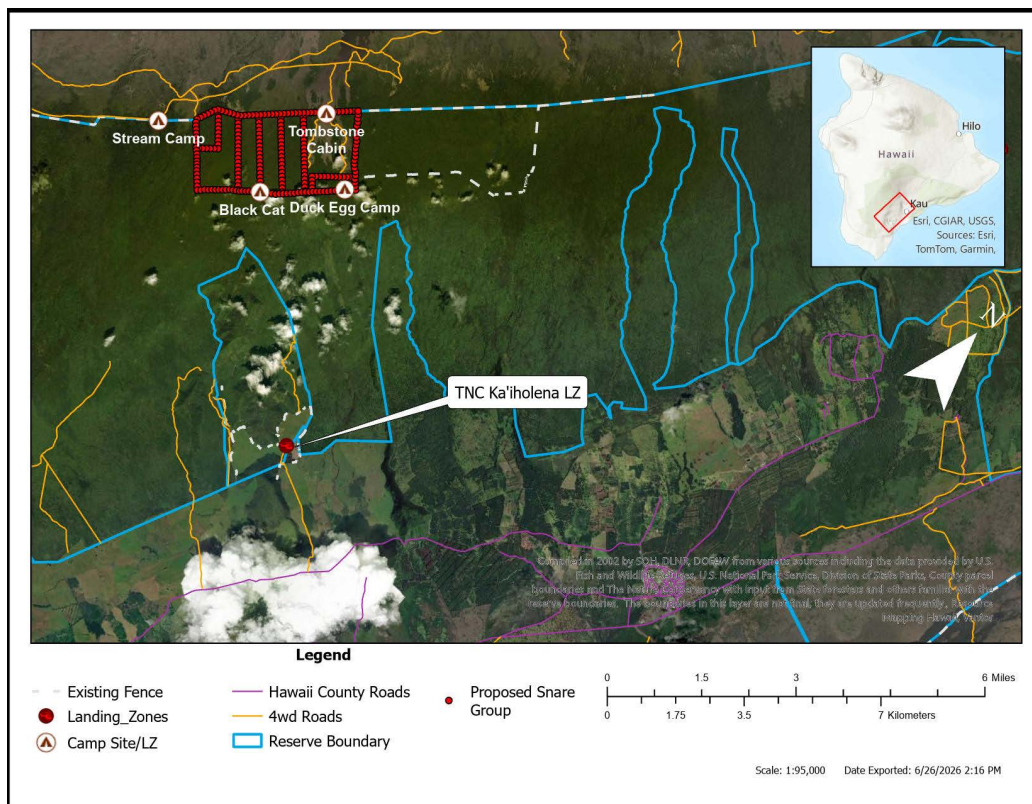


Figure 3: Map of the project area. Note the location of the TNC LZ, in addition to the four field camps/LZs near the project area.

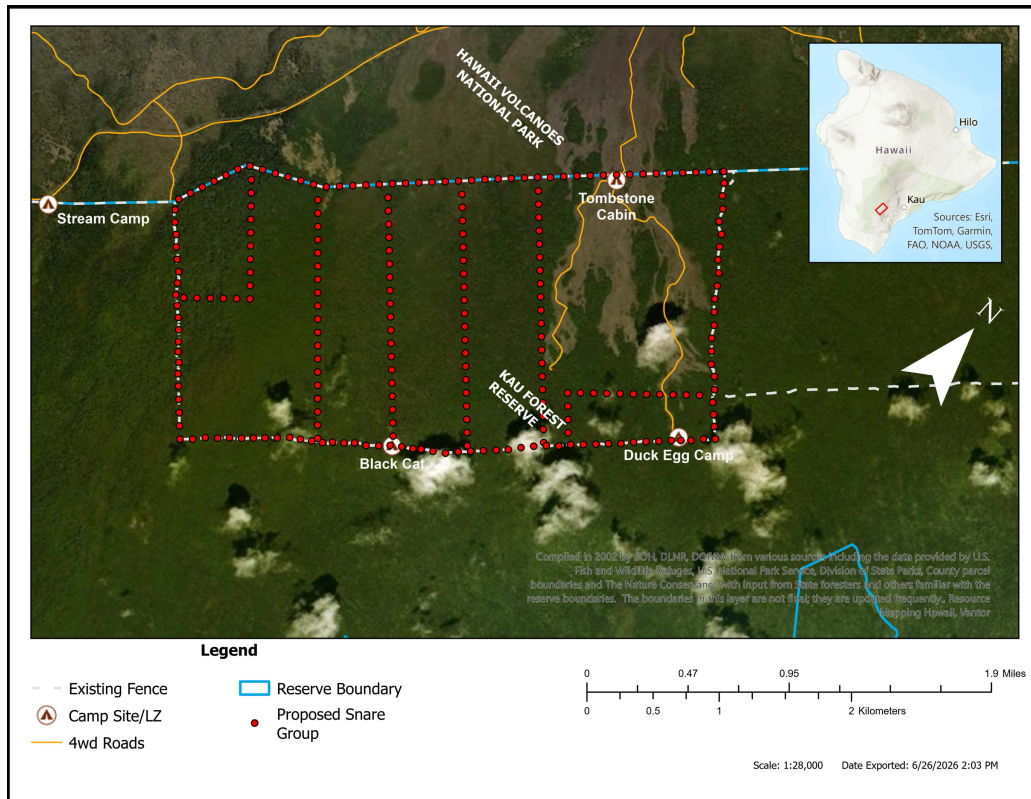


Figure 4: Map of the project area. Note the location of the four field camps/LZs and their proximity to the proposed snare groups.

Camping

Additional camps to those shown on map may be created in Ka‘ū Forest Reserve. New camps are permitted with the following restrictions: Preapproval by DOFAW for new camp site location(s). Camping rules include:

1. No cutting of live trees $\geq 4''$ or tree ferns larger than $8''$ in diameter.
2. Food scraps and human waste must be removed or deposited in existing pit latrines. Metal, plastic and other non-degradable refuse must be taken out.
3. No permanent structures may be built, such as tree houses, shelves, shelters, pit toilets, etc.
4. Abandoned campsites must be restored by removing all unnatural materials and restoring surface profile.

Storage

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

Fire prevention

The Contractor will be required to have at least two 4.5 kg (10 lb.) fire extinguishers for suppression and control of type A and B fires at the camp site, and landing zones at all times. All gasoline powered equipment must have a functioning spark arrestor.

Native and Alien Plants and Animals

Equipment and materials will be inspected for invasive species, seeds, eggs, larvae, etc., prior to delivery. Site equipment must be cleaned as necessary. The selected Contractor will be turned away upon a failed inspection for invasives species and required to reschedule access and field work. The Contractor will take precautions to prevent further spreading of alien species already at the camp and field sites.

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 camp equipment and materials brought in for the project. Additionally, the Contractor will remove all food, refuse, tools, and scrap upon completion of the project.

Experience

Must have experience with helicopter operations as access is currently limited to helicopter only. Must be familiar snaring in remote areas with rough terrain and have had related project experience in Hawai'i. Offeror shall provide in their proposal a description of and references from at least two (2) feral-ungulate (e.g. pig, goat, cattle, sheep, or deer) removal projects in remote areas with limited road access in the State of Hawai'i in ungulate management units of at least 500 acres in size.

TERMS AND CONDITIONS

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 the online procurement portal. Retain the original to submit if selected for award.**

Contract Administrator: For the purposes of this project, the designated administrator is Ian Cole, who can be contacted at Ian.W.Cole@hawaii.gov.

Method of Award: Offers must be submitted through the online procurement portal. At the close of this solicitation the quotes will be reviewed by the Contractor Administrator. Award will be made to the lowest responsive responsible bid. All vendors are advised that they must be HCE

compliant within 10 calendar days of the closing of the online procurement portal solicitation. If the vendor is not compliant, the State has the option of extending the deadline to become compliant or rejecting that bidder and awarding to the second lowest bidder. The bidder must provide a bid for all line items in the solicitation to qualify for the award. The lowest bid will be determined by weighting the item prices using the following formula:

Nā Manu Unit Project Item No.	Unit Price	Estimated Quantity	Cost
1. Initial snare set	ea	2,400	\$
2. Snare Check	ea	9,600	\$
TOTAL COST			\$

Timing: Performance of snares setting services requested under this contract shall be completed within nine months and biannual checks for two (2) years after snare setting portion completion (dependent on funding availability) and upon issuance of the Notice to Proceed. The contract may be extended by agreement in writing for six (6) additional years. Any extension must be made 90 days prior to expiration date.

Vendor Selection: All offers must be submitted by the date indicated in the online procurement portal. No late submittals will be accepted.

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

After the Notice of Award has been issued, DOFAW will draft a contract. That contract will establish the cost per item. After the contract has been approved, DOFAW will work with the Contractor to initiate the project with a State of Hawai'i Purchase Order (PO). After the PO has been approved, DOFAW will issue a Notice to Proceed to the Contractor and work can begin. The Contractor must complete the snare set within 6 months of the issuance of the PO.

Payment: Partial payments may be invoiced every 500 snares, or at the completion of a line item. Completed snare setting will be done by spot checks by DOFAW staff and/or designee.

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

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

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

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

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

LIABILITY INSURANCE

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

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

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage
Basic Motor Vehicle Insurance and Liability Policies	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawai'i, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawai'i 96813."
2. "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."

3. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."
4. The Contractor may use umbrella or excess policies to provide the liability limits as required in this Contract. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying commercial general liability insurance. Before any of the Services commence, the foregoing requirements must be evidenced by one or more certificates of insurance, showing TNC as an additional named insured on the commercial general liability policy and requiring at least 30 days advance written notice to TNC of any cancellation, renewal, reduction in limits, or coverage or other material change of the policies. TNC reserves the right to request additional documentation, such as one or more policy endorsements, deemed reasonably necessary to ensure such requirements have been met.

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

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

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

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

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

Other Health Measures: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a

person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.

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

Compliance with §3-122-112 HAR: As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the selected bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

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

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

Campaign Contributions: Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Protest: 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 quotes. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawai‘i 96813 or P. O. Box 621, Honolulu, Hawai‘i 96810-0119.

OFFER FORM
DOFAW-26-NĀ-MANU

Ungulate Control in the Nā Manu Unit of the Ka‘ū Forest Reserve, Hawai‘i Island

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

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto SPO GENERAL PROVISIONS and the AG General Conditions, Form AG-008 as revised attached separately; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai‘i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawai‘i General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____ ** _____
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:

Nā Manu Unit Project Item No.	Unit Price	Estimated Quantity	Cost
1. Initial snare set	ea	2,400	\$
2. Snare Check	ea	9,600	\$
TOTAL COST			\$

Offeror: _____
Name of Company

Experience Requirement:

1. Project Name: _____
Date of completion: _____
Acres managed/animals removed: _____
Contact Name: _____
Contact Phone: _____
2. Project Name: _____
Date of completion: _____
Acres Managed/animals removed: _____
Contact Name: _____
Contact Phone: _____

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Commercial General Liability Insurance:

Insurance Agent (Company Name): _____

Contact Person: _____ Contact No.: _____

Insurance Underwriter: _____

Policy No.: _____

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

1) _____
Name Address

Contact Name Contact Phone Number

2) _____
Name Address

Contact Name Contact Phone Number

3) _____
Name Address

Contact Name Contact Phone Number

Offeror _____
Name of Company

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB: DOFAW-26-NĀ-MANU

Title of IFB: Ungulate Control in the Nā Manu Unit of the Ka‘ū Forest Reserve, Hawai‘i Island

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

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

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

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

Offeror: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT

(Reference §3-122-112, HAR)

Reference: _____ DOFAW-26-NĀ-MANU
(Contract Number) (IFB/RFP Number)

_____ Affirms it is in
(Company Name)

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

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

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

Moreover, _____
(Company Name)

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

TAX EQUALIZATION CERTIFICATE

Description: Ungulate Control in the Nā Manu Unit of the Ka‘ū Forest Reserve, Hawai‘i Island

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

Yes No

(Check only one)

- | | | | |
|----|--|-----|-------|
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawai‘i (hereinafter SOH)? | ___ | ___ |
| | | | |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | ___ | ___ |
| | | | |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | ___ | ___ |
| | | | |
| 4. | Will your business provide any services in the SOH under the contract to be awarded? | ___ | ___ * |

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

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% or 4.5%* rate, and where applicable to tangible property

imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

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

Offeror _____

Signature _____

Title _____

Date _____