

Invitation for Bid
Installing Ungulate-Proof Fence on O‘ahu – North Hālawā
DOFAW–OAHU–FENCE–26

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OVERVIEW

The Division of Forestry and Wildlife (DOFAW) is seeking bids for the per-foot cost of a remote ungulate panel fence in the Hālawā area on the Island of O‘ahu. The successful bidder(s) will enter into a contract with the State of Hawai‘i for the execution of the fence project, utilizing a State of Hawai‘i Purchase Order (PO).

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

The bidder will also provide a performance bond and a payment bond for the project, ensuring the completion of all work in accordance with the specifications herein and the payment of any material or labor debts.

Due to the fact that no portions of the fence solicitation will be built along or across a regular public access route, no contractor's license will be required. Any portions of fence crossing or running along regularly used public trails will be built by DOFAW, including the installation of any crossover gates.

A voluntary pre-bid conference is scheduled for November 9th, 2026, from 12:00 to 1:00 p.m., via Zoom, for interested bidders. Bidders **must register** for the Prebid conference via the online procurement system website **by** 1:00 PM on November 9th, 2026. 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. Maps of the fence route are available for review upon request from the Contract Administrator. Topographic and logistical conditions pose challenges not typically encountered in 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 from undulating ridges to rugged, steep terrain with perennial streams. It hosts an assemblage of critically endangered plants and animals

and is strategically important for maintaining a healthy watershed for the central O'ahu aquifer. DOFAW proposes installing ungulate fencing to protect native montane forests from the negative impacts of feral pigs. Fencing will consist of panel fencing attached to steel t-posts. This fence type will be installed over the entire length of the proposed fence route. The State reserves the right to purchase fewer 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 the Contractor's agreement. The fence contractor will not be required to design or install stream crossings, pedestrian gates, or vehicular gates.

Description of the Terrain and Vegetation

The proposed routes to be fenced are 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 range from 65 to 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 kōpiko, with dense uluhe understory. Endangered Hawaiian plants, damselflies, tree snails, 'elepaio, and Hawaiian Hoary bats ('ōpe'ape'a) may occur along the fence alignment and will need to be avoided. The 'elepaio nesting season runs from January through July. Fenceline construction within occupied habitat (mainly lower valley areas) will be avoided during this time unless a forest bird biologist is present.

Access to the Installation Site

Access to the fencing sites is primarily by helicopter. The primary departure LZ will be the Waimano Water Tank LZ. This LZ is situated above the DOFAW Waimano BSY and allows for vehicle access. This will be the primary LZ used to insert work crews to the North Halawa Fenceline. DOFAW staff have established helicopter landing zones (LZs) along the fence alignment, which will be marked (see included maps). Keys for gates to reach the Waimano Water Tank LZ must be signed out from DOFAW and will require a refundable deposit of \$75 per key. All helicopter operations will require a flight plan, which must be submitted to DOFAW via email at least 2 business days in advance of the operation. Some LZ's are regularly used by various agencies. Coordination will be critical to avoid conflict.

In addition to the primary LZ, one proposed LZ in the parking lot of the Aiea Loop Trailhead (marked on the included map) is possible. This LZ is closer to the fenceline and may be usable for extended sling load operations. However, prior coordination with DLNR State Parks via DOFAW will be required to shut down the park road and parking area. Use of this area is not guaranteed but may be available upon request.

Additional landing zones may be requested by the awarded contractor. A request must be in writing and include a map. Requests will be considered and may be created with DOFAW staff's approval. Fences shall be constructed so as not to obstruct any current landing zone use.

It is also possible to hike to the fence via the Aiea Ridge Trail. From the Aiea Loop trailhead, it takes approximately 2 hours to hike up to the fence and 1 hour 45 minutes to hike down. Parking at the trailhead is subject to State Park hours of operation. <https://dlnr.hawaii.gov/dsp/hiking/oahu/aiea-loop-trail/>

Weather conditions at the fence site can be extreme and 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 least 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 receive a progress report and a future work plan at the end of each 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. Contractor is advised that DOFAW shall not supply communications equipment. The Contractor may program their radios to use the frequency 154.98 after submitting a written request to DOFAW and having that request approved.

Equipment, Supplies, Transportation, and Labor

DOFAW will provide fence panels, t-posts, hog rings, and smooth wire 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 for providing their own transportation of all materials, crews, equipment, and supplies to the site. 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 baseyard 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 contractor's responsibility.

There are no known archaeological sites within the fencing corridor; however, if any are 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 notify DOFAW immediately. The State has conducted biological surveys and flagged known locations of rare species, as well as produced a map identifying rare or sensitive species. The Contractor will be responsible for avoiding any impacts on these resources. DOFAW will be available to pre-walk and sensitive areas along the line with the

Contractor if it is 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 with species locations and will be given instructions by a botanist on identification and how to avoid those species.
- Vegetation clearing will be done by hand with the use of hand tools or machines (i.e., weed whackers, hedge trimmers, chainsaws). Vegetation will only be cleared as much as necessary for fence construction (no more than 7 feet).
- Contractor should limit the spread of weed species into and along the fence routes and other operational areas such as LZ's and staging areas. 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 the area directly along the fence line or trail corridor.

Sanitation

The purpose of this project is to fence valuable watersheds and important habitats with high conservation value. Non-native species and pathogens pose a significant threat to the natural areas that these fences are intended 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, and other pests prior to delivery and entry. Any contractor-issued or personal crew gear, including boots, clothes, socks, hats, shirts, packs, and camping equipment that has been used on Hawai'i or the Kaua'i Islands shall not be used on O'ahu. Power tools, including chainsaws, and hand tools used on the Hawai'i or Kaua'i Islands shall not be used on O'ahu. 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 the 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 reserves the right to stop Contractor operations and put contract work on hold or cancel the contract, at no cost to DOFAW, if any unsanitary situation is found to exist with the Contractor.

‘Ōhi‘a Pruning

Any ‘Ōhi‘a pruned for construction of the fence needs to be sealed by applying Spectracide Pruning Seal. If the entire tree is removed, then the pruning seal should still be applied. DOFAW will provide the contractor with Spectracide Pruning Seal to use, it is the contractor’s responsibility to notify DOFAW staff in a timely manner when they need more.

DOFAW reserves the right to stop Contractor operations and put contract work on hold or cancel the contract, at no cost to DOFAW, if there is untreated pruned ‘Ōhi‘a along the fenceline from clearing done by the Contractor.

Endangered Species

O‘ahu is home to numerous endangered plant and animal species. One of the main purposes of building ungulate-proof fences is to protect habitat for native and endangered species. Surveys of rare species locations along the fence routes are conducted prior to contract award. Each sensitive plant is marked with unique flagging (rare plants are usually marked in pink and blue). In accordance with USFWS avoidance and minimization recommendations, no vegetation cutting by hand or with power tools, or the construction of fences, should occur within 2 meters/6 feet. No walking should occur within 3 feet. Avoid placing sling loads, camp sites, or dropping packs, and refrain from walking within 6 feet of any pink-and-blue flagging. DOFAW staff will coordinate with the contractor if the fenceline needs to be adjusted to stay within the minimum distance from any rare plants. If the Contractor has any questions or wants to know more about the vegetation along the fenceline please contact susan.n.ching@hawaii.gov with pictures if available. Please refer to the linked Avoidance, Minimization, and Conservation Measures for listed plants in the Pacific Islands:

https://www.fws.gov/sites/default/files/documents/Plant%20Avoidance%20and%20Minimization%20Measures_May%202023_0.pdf

In addition to rare and endangered plant species, the fence area is also a habitat for both the State Endangered ‘elepaio bird and the federally listed ‘ōpe‘ape‘a. For each species, protocols are in place to reduce the likelihood of impacts.

Hawaiian Hoary Bat:

- Do not cut trees over 15’ during the pupping season (June 1-September 15) unless cleared by a qualified biologist (notify DOFAW).

O‘ahu ‘Elepaio:

- A qualified wildlife biologist has reviewed the proposed project and identified areas of O'ahu 'elepaio home range overlap. See the included map
- Helicopter usage and vegetation clearing will be avoided during the breeding season of January through July/August in these active areas.

Contractor Behavior

The Contractor shall operate in a professional manner throughout this contract. The behavior deemed unprofessional, such as using explicit language, wearing inadequate attire (including no t-shirt or shoes), and engaging in unsafe operations (lacking PPE or failing to adhere to proper protocol), will not be tolerated. Alcohol and drug use will not be tolerated while on-site 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 point of contact Dakota Mengel [Tel: (808) 292-7720, E-Mail: dakota.j.mengel@hawaii.gov]. Topographic and logistical conditions pose challenges not typically encountered in 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. Additional delays may also occur if there is critical fence damage along DOFAW managed fencelines that require repairs by the DOFAW staff. **DOFAW will not be responsible for Contractor charges resulting from weather-related delays in inspections.**

Camps and Cabin

Camps along the fence line will be permitted, subject to approval in advance by the O'ahu 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 worksites and camps. **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 misusing any camp areas or cabin facilities.**

Materials Types

The State shall purchase the fence materials. 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 an anchor plate.
3. Smooth Wire for fastening: Minimum 11-gauge. 4 per T-post per panel.
4. Hog rings: 9 gauge, Bezel-coated.

Fence materials will remain the property of the State. The Contractor shall be liable for the safe storage of the fence material and the 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 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 for transporting the materials from the Waimano baseyard to the appropriate landing zone for helicopter transport to the project site. Hog rings, smooth wire, etc., will be provided to the Contractor upon request. It will be the Contractor's responsibility to transport hog rings and smooth wire to the work site. Materials shall be stored in such a way that they don't lead to biological contamination by invasive species at the staging areas. All materials shall be delivered to the fence location in a clean and orderly manner.

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 functions as planned after installation and prevents feral pigs from entering the fenced area. Caution will be taken to avoid damaging the galvanization on the fence materials, thereby limiting future rust damage.

All fences should be built so that the walking path lies on the outside of the unit. The fenceline should follow the straightest possible line while also accounting for available resources and terrain. All **panels** will be securely attached, and all sharp ends bent into the unit to avoid presenting a hazard to **those** walking along the outside of the fenceline. The fence panels will be 50 inches high by 16 feet long and attached to the outside of the t-posts using 9-gauge smooth wire clips or ties. T-posts will be 8 feet in length, spaced no more than 8 feet apart, and pounded to a minimum depth of 30% of the t-post length, and not more than 6" of t-post should extend above the top of the panel. The bottom of the panel shall be flush with the ground. When the ground is uneven, it must first be graded to accommodate the fence panel. If grading is not possible, fence panels can be cut to fit the terrain's shape, but panels shall not be cut so much as to significantly affect the tight, graduated spacing at the bottom of the panels. This is essential for excluding piglets. All fence material must be visibly inspected for any pests before being delivered to the jobsite. Care should be taken to ensure fence panels are not damaged or bent out of shape during transportation.

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. Each panel will be attached to three equally spaced pounded t-posts using ties or clips of 9-gauge smooth wire. There can be an exception to equally spacing t-posts along the panel when installing corners or bends. The horizontal lines of the panels should be placed on the side away from the t-post so that the vertical lines and the t-posts are touching. At each t-post the panel shall be attached at a minimum of 4 places; one along the first or second top horizontal, one within the lower 8" of the panel, preferably along the bottom or second from the bottom horizontal, and two places evenly spaced in between. Panels shall be flush with the ground. When the ground is uneven, it must 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. Any fence panels cut from the bottom should not remove more than 4" of panel height. Successive panels shall be attached using hog rings. When attaching two successive panels, a minimum overlap of two columns of squares must occur to ensure that flex in the fence is minimized. Adjoining panels must also align and be hog-ringed along the vertical (not the horizontal) axis. Securing adjoining panels on the horizontal axis will cause them to slide apart when pressure is applied at that spot in the fence; this 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 horizontals of the two panels should be interlaced and bent back on themselves. Any panels cut to bend the fence should have their horizontal lines cut near to the vertical line and have a t-post put at that point, following the angle of the vertical line. The cut horizontals should be bent away from the walking path (into the unit) and hog ringed where possible. There can be exceptions to this if the situation calls for it.

3. T-Posts

Posts will be spaced no more than 8 feet apart and closer when terrain dictates. Each t-post should be pounded in vertically to the slope it is on. T-posts should also be straight, not leaning left or right in or out of the unit. Each panel connection, cut and bend panel, and corner will have a post. Posts shall be driven into the ground as to withstand 75 pounds vertical pull and any horizontal force that would cause the posts to be uprooted. The t-posts shall be driven by the 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.

4. Clips/Ties

Ties shall be twisted around the t-posts and fence panels with the twist being placed inside the unit. Ties should cross both the vertical and horizontal strands of the panel when possible. Both ends of the fence ties shall be properly tightened so that the ties are not loose and there is no play between the ties and the t-post. Over-tightening to the extent of damaging the smooth wire or causing the ties to break will not be allowed. Ties should have no more than three twists. Ties should synch the panel to the t-post in the best way possible. Fence panels shall be attached to the t-posts at the top and bottom of the panel, with two clips evenly spaced between the top and bottom. Ties shall be Beznal coated. The ends of the ties should be cut to shorten in length and bent down. Clips may be used instead of ties using 9-gauge smooth wire by wrapping around the panel on both sides of the t-post. Clips should have at least two and no more than three wraps. All ends of the clips should point away from the walking path (into the unit) and be cut to shorten.

5. Corners/Starts/Ends/Connections

Soft Corners where the fence bends less than 180 degrees should have a t-post placed on the appropriate side of the fenceline to push into 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. Rarely should the fence call for hard corners of 90 degrees, but if it does, the corners should be built by using two panel ends, cutting away the vertical strands for two squares of both ends, wrapping the horizontal strands around the t-post, then twisting in coils along the same horizontal strand (splicing). Vertical pieces should be removed if possible. Where space does not allow for a coiled wrap, the horizontal strand should be hog

ringed to itself after wrapping around the t-post. Starts, Ends, and Connections to other fenceline should follow this same principle for 90-degree hard corners.

6. Snakes/Bellies in the Fence

The entirety of the fence should follow the straightest line possible. While there are natural and unavoidable snakes and bends in the panels, when looking down the fenceline, the panel top should not weave in and out of the unit, decreasing its total length. Bellies where the fence bulges out should always be avoided. Any inconsistencies in the fence should be taken care of to the best of the Contractor's ability. Bellies could be worked on by Zoro'ing the fence (using fencing plies to bend a Z in the horizontal strands).

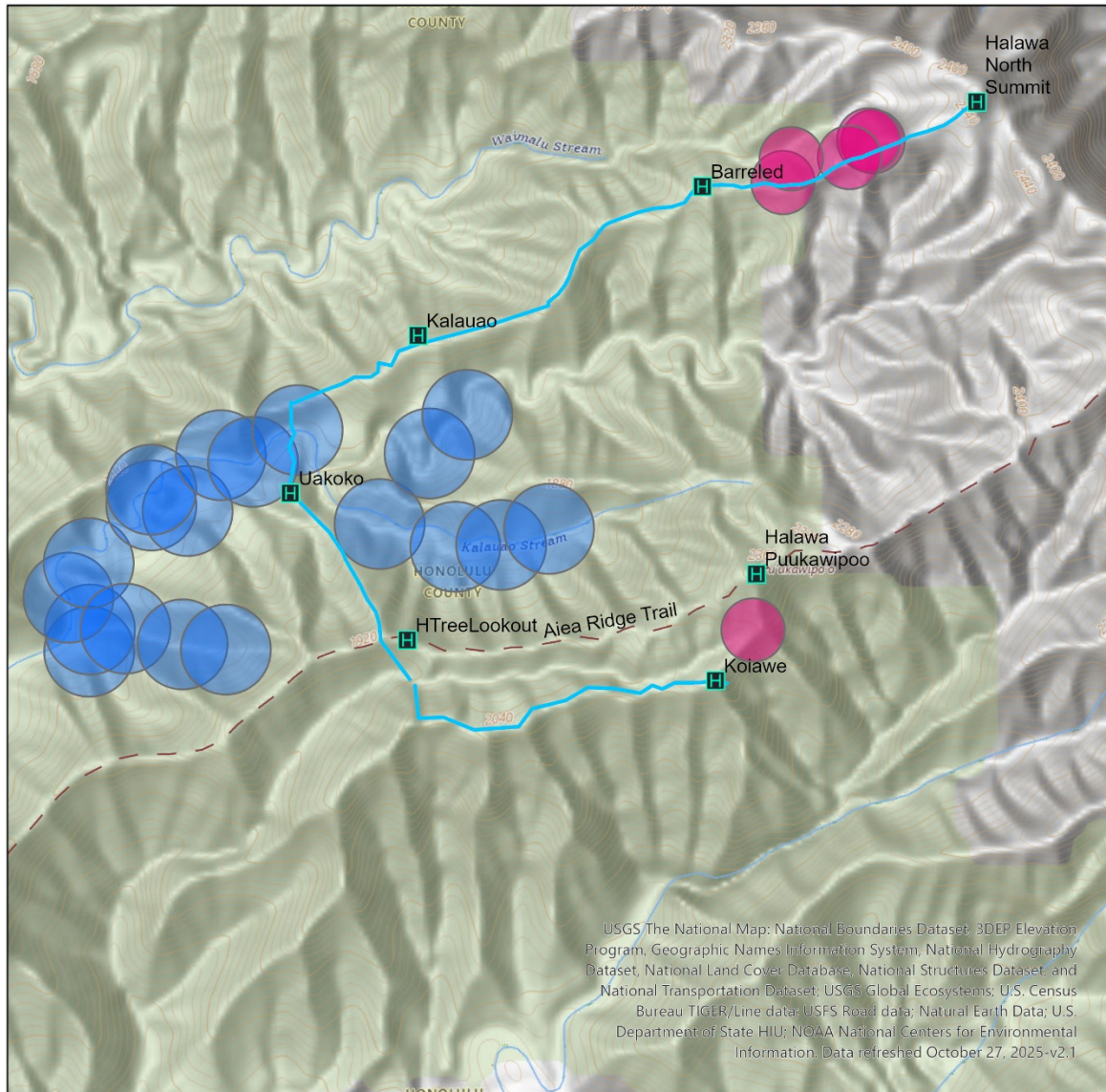
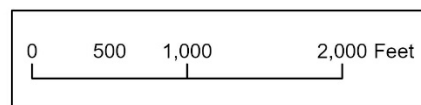
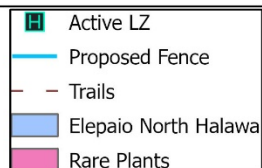
7. Hog-rings

Hog-rings shall be used to secure adjoining panels. When joining two panels, eight Hog-rings should be evenly placed for the connection, four on each side including at the topmost and bottommost squares. Their vertical placement should match on either side when possible. Hog-rings should be fully crimped with full overlap and no gaps on the closure. Hog-rings should be placed in a way that pulls the fence either horizontally or vertically to the best panel placement. All cut horizontals from bends, joins, or corners should be hog-ringed to the panel to keep it from sticking out, if and when possible.

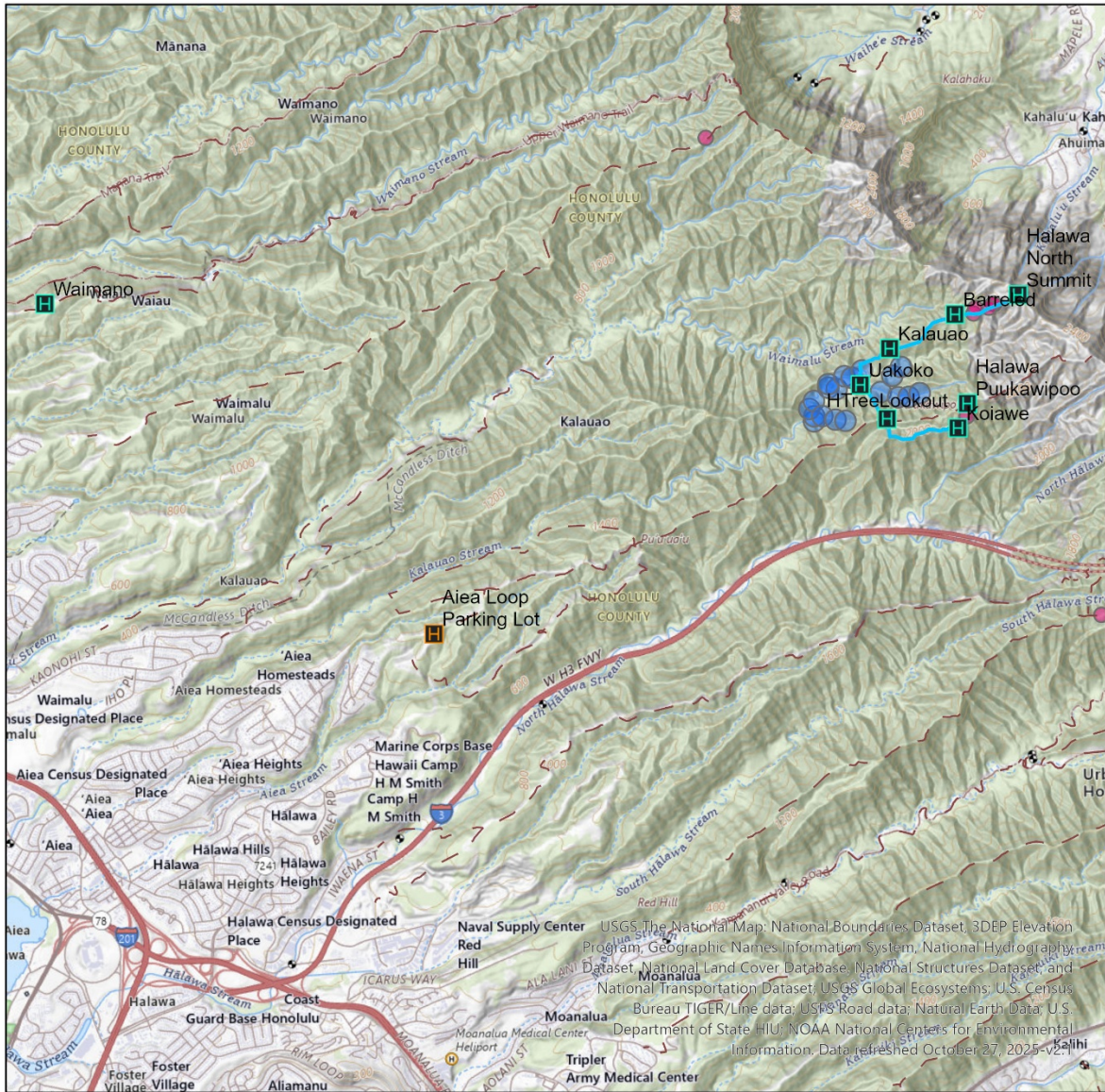
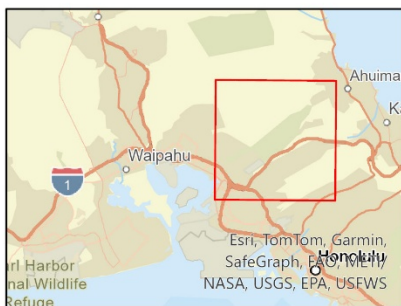
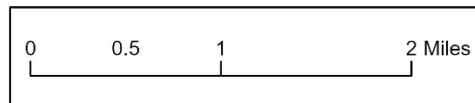
8. Adaptations to Terrain

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. It is essential that if the panel is cut from the bottom more than 4" that a patch of small-square panel be installed to accommodate for the removal.

Proposed North Halawa Fence



Proposed North Halawa Fence Wide View



- Active LZ
- Proposed Fence
- Trails
- Elepaio North Halawa
- Rare Plants

Pre-Installation Conference

The Contractor shall meet with staff from DOFAW within one month after being awarded the contract, 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, O'ahu DOFAW NEPM Manager, or his delegate Dakota Mengel, Oahu DOFAW NEPM Fence Specialist, 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, or email at christopher.j.miller@hawaii.gov. Mr. Mengel can be reached at 808/292-7720, or email dakota.j.mengel@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, 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 eighteen months of issuance of the Notice to Proceed and Purchase Order. The contract may be extended by mutual written agreement between the State and the Contractor. Three one-year extensions may be possible.

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 it is 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 **before the** offer due date and time. Bidder must upload a copy when submitting bid on the State electronic bid site. There is no exception.

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) similar remote fence installation projects in remote areas (requiring helicopter transport of materials and/or crews) and rough terrain in the State of Hawai'i of at least 2,000 Linear Feet (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 indicate the exact legal name in the appropriate space on the 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 the bidder's intent to be bonded. **The bidder must upload a copy when submitting a bid on State's electronic bid site. Retain the original to submit if selected for the award.**

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

Method of Award: At the close of this solicitation, the Contract Administrator will review the bids. The award will be made to the lowest responsive bid.

Item No.	Names	Description	Starting and Ending Points	Multiplied by Est. Distance	Bid Price per linear ft.	Total Costs
Line Item # 1	Halawa North - Fencing	Fence Construction	N Summit to H3	10,650ft		

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

Contract: The successful bidder will enter into a contract with the State for the line item price identified by this solicitation. The term of the contract will be for 18 months from the date of 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 Hawai'i 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 grant extensions if the bidder submits a written request at least 30 days prior to the end of the six (6))- month period.

Payment: Payment will be made with a State of Hawai'i Purchase Order (PO). Partial payments may be invoiced every 30 days or 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 the specifications before payment is made. Payment may be withheld until the fence meets all specifications.

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. Work on fence shall commence no later than 3 months after the contract has been awarded. All awarded sections must be completed and inspected prior to the contract ending.

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."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hiring of Hawai'i Residents: The Contractor shall comply with Act 68, SLH 2010, in the performance of; and for the duration of this contract. The Contractor shall ensure that Hawai'i residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees with shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

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

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

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

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

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

Payroll:

******Davis Bacon Wages and 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: <https://portal.ehawaii.gov/>

The applicable category for this job is the "chain link fence erector" classification.

This job is also subject to Davis Bacon wage rates. Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. The minimum wage rate is posted: <https://sam.gov/wage-determination/HI20250001/2>

**The awarded contractor will provide weekly certified payroll to the Contractor Administrator if requested **

OFFER FORM

Installing Ungulate-Proof Fence on O'ahu

O'ahu District Manager
Department of Land and Natural Resources
Division of Forestry & Wildlife
State of Hawai'i

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, 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:

Item No.	Names	Description	Starting and Ending Points	Multiplied by Est. Distance	Bid Price per linear ft.	Total Costs
Line Item # 1	Halawa North - Fencing	Fence Construction	N. Summit to H3	10,650 ft		

Offeror: _____

Name of Company

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Experience Requirement:

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

Commercial General Liability Insurance:

Insurance Agent (Company Name): _____

Contact Person: _____ Contact No.: _____

Insurance Underwriter: _____

Policy No.: _____

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

1) _____
Name Address

Contact Name Contact Phone Number

2) _____
Name Address

Contact Name Contact Phone Number

3) _____
Name Address

Contact Name Contact Phone Number

Offeror _____
Name of Company

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB No: # **DOFAW-OAHU-FENCE-25**

Title of IFB: Installing Ungulate-Proof Fence on O'ahu

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

Offerer _____

Signature _____

Title _____

Date _____

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

1. State of Hawai'i Contractor License Information

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No: # DOFAW –OAHU–FENCE –25

Description: Installing Ungulate-Proof Fence on O’ahu

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 _____

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 Hawai'i, 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