

INVITATION FOR BID
CONSTRUCTION OF A PREDATOR-PROOF RARE SNAIL ENCLOSURE,
Honolulu Watershed Forest Reserve, Oahu

Table of Contents

Summery Information, Contacts, and Key Dates..... 4

I. Summary of Work: 5

II. Description of the site:..... 5

III. Access to Installation Site: 6

IV. Equipment, Supplies, Transportation, and Labor: 7

V. Site Preparation: 7

VI. Fence Materials: 8

VIII. Fence Construction 9

 General..... 9

 Basic Fence description:..... 9

 Posts:..... 10

 2"x12" Baseboard: 11

 2"x6" Barrier Board:..... 11

 2"x6" Top Board:..... 11

 Blocking:..... 11

 Hood:..... 11

 Board joints: 12

 HDPE geomembrane:..... 12

 3" Geoweb: 12

 Angle barrier: 12

 Cut Mesh Barrier:..... 13

VIII Contractor and Construction Crew Activities 17

 Camps: 17

 Telephone Road usage:..... 17

 Parking at trailhead:..... 17

 Security at the site: 17

Animals and plants at the work site:	17
Biosecurity - non-native plants and animals:.....	17
Project Completion:	18
IX. Communication:.....	18
Contract Supervision and Administration.....	18
Pre-bid Site Inspection	18
Written Inquires:.....	18
Notification procedures	19
Pre-Installation Conference:	19
X. Timing:	19
XI. TERMS AND CONDITIONS	20
Authority of the State:	20
Bidder Qualifications:.....	20
Offer Form:.....	20
Method of Award:.....	21
Contract and Notice to Proceed:	21
Payment:	21
Extensions:	21
Demobilization/remobilization	21
General Conditions:	22
Chapter 104, HRS, Wages and Hours of Employees on Public Works:	22
Contractor’s License Required:	22
Subcontractors:.....	22
Insurance:.....	22
Liability insurance:	22
Irregular Bids:.....	23
Withdrawal of Bid:	24
Successful Bidder to file Performance and Payment Bonds:	24
Change Orders:	24
Wages and Hours:	24
Property Damage:	24
Bidder’s Responsibility to Provide Proper Superintendence:.....	25

Hiring of Hawaii Residents:	25
Public Convenience and Safety:	25
Worker Safety:	25
Other Health Measures:.....	26
Hawaii Business or Compliant Non-Hawaii Business Requirement:.....	26
Compliance with §3-122-112 HAR:	26
Campaign Contributions:	27
Protest:.....	27
FORMS:	27
OFFER FORM	28
WAGE CERTIFICATE	32
CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT	33
TAX EQUALIZATION CERTIFICATE	34

Summary Information, Contacts, and Key Dates

Contract Administrator:

David Sischo, email: david.r.sischo@hawaii.gov, office telephone: 808-587-0033, mobile phone: 559-760-5882.

Oahu Forestry Management Supervisor:

Ryan Peralta, email: ryan.k.peralta@hawaii.gov, office telephone: 808-973-9784, address: Division of Forestry and Wildlife's Oahu Branch Office, 2135 Makiki Heights Drive, Honolulu, HI, 96822. **Contractor must checkout a key to access the Forestry road from Ryan Peralta.**

Significant Dates:

Significant Dates:	Description:
4/4/2019	IFB posted
4/8/2019	Contractors must notify Contract Administrator David Sischo that they will attend pre-bid site inspection
4/12/2019	Pre-bid site inspection w/contractors at site
4/15/2019	Contractor inquires due to Contract Administrator David Sischo
4/17/2019	Contract Administrator will respond to contractor inquires via addendum on HlePRO
4/22/2019	Bidding closes
6/1/2019 or before	Proposed project start date
9/15/2019	Project completion

Proposed deliverable schedule:

Deliverable	Deliverable Due Date
Post footing completion	Three weeks from start date
Wall construction completion	6 weeks from start date
Snail barrier completion	9 weeks from start date
Erosion barrier completion	11 weeks from start date
Final Project completion	13 weeks from start date

I. Summary of Work:

Hawaiian terrestrial snails are quickly going extinct due to depredation by introduced predators including rats, Jackson's chameleons, and the introduced predatory snail *Euglandina rosea*, also known as the rosy wolf snail. Currently, the only reliable way to protect populations in the field is to construct predator-proof fences to exclude all known predators. The Manoa Cliff Trail rare snail predator-proof fence will be constructed at a site within the Honolulu Watershed Forest Reserve along the Manoa Cliff Trail at approximately 1800 ft. elevation. The site is adjacent to the east side of the Manoa Cliff Restoration site, an approximately six-acre area fenced for protection from ungulates and maintained by a group of volunteers.

The new fence will be approximately 370 ft. 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. Two rosy wolf snail barriers will be attached to the exterior of the wall consisting of a flared 15° angled flange and an array of upside-down, cut-coper wire mesh.

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

II. Description of the Site:

The proposed site for the enclosure is located within the Honolulu Watershed Forest Reserve along the Manoa Cliff Trail at approximately 1800 ft. elevation. The site is adjacent to the east side of the Manoa Cliff Restoration site, an approximately six-acre area fenced for protection from ungulates and maintained by a group of volunteers See figure 1.

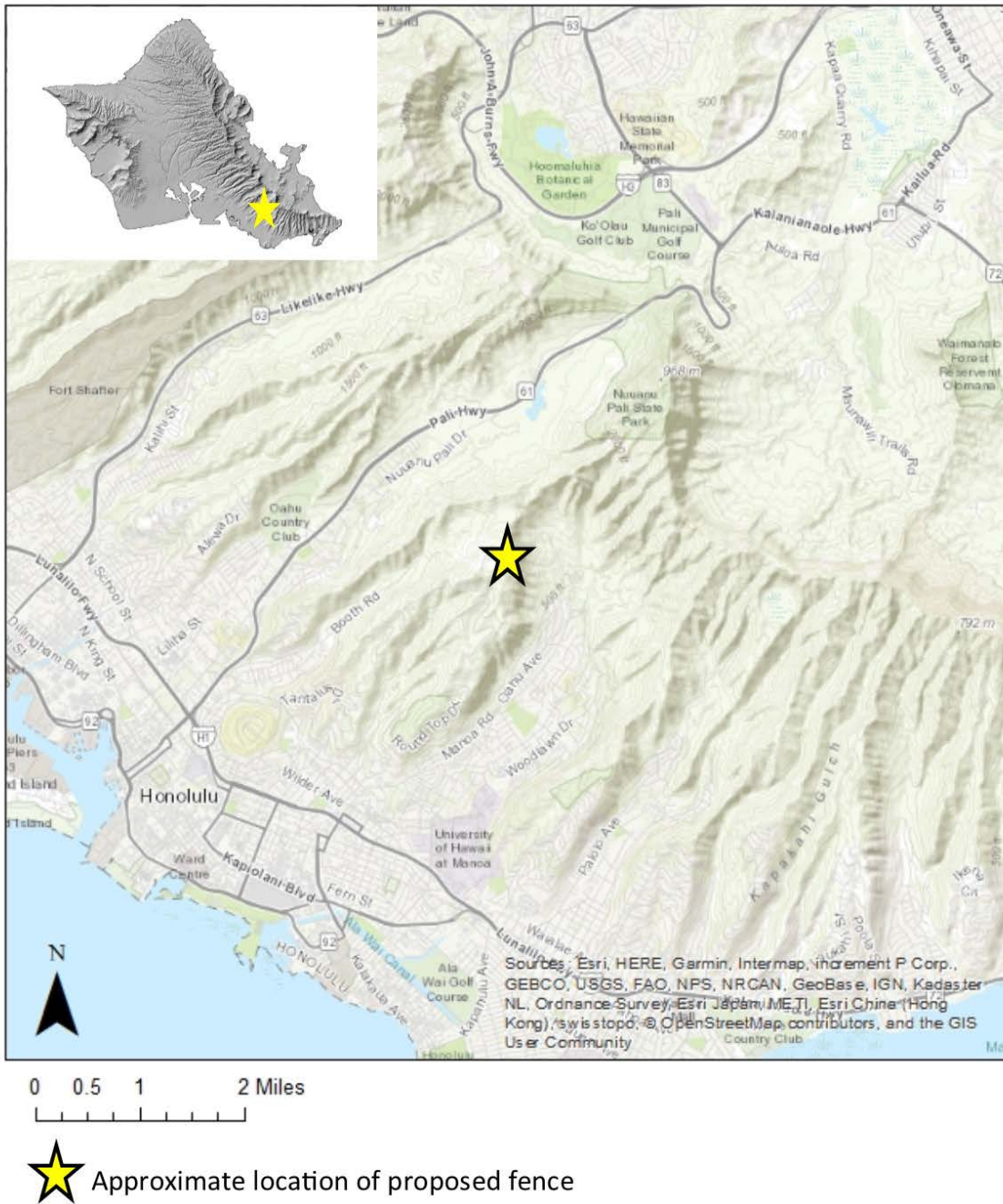


Figure 1. Approximate location of the predator-proof fence

III. Access to Installation Site:

Access to the Manoa Cliff area is by car via Telephone road off of Tantalus Drive. Telephone Road is a Forestry access road that is locked by a Forestry gate. Access to the project site is via

hiking from the end of Telephone road. The trail to the project site is well maintained and takes approximately ten minutes to traverse. Contractor may access the Forest Reserve during daylight hours only. See section Contractor and Construction Crew Activities for more details.

A designated drop zone will be cleared adjacent to the project site for the placement of materials and tools via helicopter sling load. There are no landing zones available for passenger transport at or near the project site. Contractor and crew will be required to hike to the site.

A staging area for helicopter sling load transport of materials to the site will be selected within a two - five min flight from the site.

The Contractor shall be responsible for transporting its work crew, equipment and materials to the project site. DOFAW will not provide any ground or helicopter transport for the contractor's crew. For helicopter sling load operations, the Contractor shall coordinate its work schedules, timing and other relevant communications directly with their Helicopter Contractor. In addition, the State's Project Coordinator and DOFAW Forestry shall be notified at least 2 days in advance of proposed work, which should include flight schedules and other pertinent communications affecting the project. Due to other department operations, and because of partner operations, LZs may not always be available.

IV. Equipment, Supplies, Transportation, and Labor:

All equipment, supplies, tools, transportation and labor will be provided by the Contractor, with the exception of certain materials specifically provided by DOFAW (see below, Section VI.). All work will be performed under a single contract.

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

The fencing materials listed below in Section VI. have already been purchased and are available for use. The materials are currently located in an outdoor storage area at the DLNR Baseyard located at Kawainui Marsh in Kailua Oahu. Only DLNR purchased materials may be stored here. The Contractor will be responsible for coordination with DLNR to pick up materials as needed during normal working hours. The Contractor will be responsible for arranging transport of these materials from the baseyard to the work site.

The Contractor may not use any DLNR baseyard as an office or staging area; for storage of tools, supplies, equipment, or other materials; or for overnight vehicle parking.

V. Site Preparation:

The proposed fence line has been cleared of most trees and vegetation; however the line may require some additional vegetation clearing, and some ground work to accommodate tree-stumps and rocks. Removal of plants along the fence corridor should only include those plants that may hinder fence construction, or may become hazardous in the future (i.e., a non-healthy

tree that may fall on the fence line or healthy trees hanging over the fence line). 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.

The proposed line has been marked with orange 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 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 sites within the fencing corridor 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. The entire fenceline is within endangered species occupied and unoccupied habitat and thus extreme caution must be used during clearing and installation at all phases of the project. All human litter and waste must be removed from the site at all stages of fence line installation.

VI. Fence Materials:

Materials provided by DLNR-DOFAW:

Item	Reinforced?	Color	# of boards or # of rolls of geomembrane	Material Dimensions
Plastic lumber	yes	Tan	64	2x6x16'
Plastic lumber	no	Tan	32	2x6x16'
Plastic lumber	yes	Tan	64	4x4x8'
Plastic lumber	no	Tan	32	2x12x16'
Plastic lumber	no	Tan	32	2x4x10'
2 mm HDPE 80-100 mil geomembrane	N/A	Green	21	7'x24'

*** Note DLNR shall retain ownership of all material it purchases.**

The Contractor will be responsible for supplying any materials above and beyond those listed above which they feel are necessary to complete the fence to the specifications. These materials may include but are not limited to the following as specified herein:

1. Fence hood structure
2. Cut mesh barrier
3. Angle barrier
4. Geoweb system
5. All construction materials not listed including fasteners, washed gravel and concrete. All fasteners must be stainless steel or dipped galvanized (Zinc plated fasteners will not be accepted).

All materials must be approved by DLNR-DOFAW (David Sischo) before installation.

VIII. Fence Construction

General

The proposed fence is designed to protect rare and endangered snails from introduced predators, including the rosy wolf snail (*Euglandina rosea*), 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" posts cemented into the ground with 2"x6" and 2"x10" reinforced plastic lumber boards running parallel to the ground. Fixed on this backbone is HDPE sheeting. Mounted on the sheeting are two exclusion barriers to the Rosy Wolf Snails; angle barrier and cut mesh barrier. At the top of the HDPE wall is a 6" diameter rolled hood that excludes rats. At the bottom edge of the fence the HDPE is buried horizontally for a minimum of 5". Along the outside edge of the fence 3" geoweb is installed to prevent erosion. See Figure 2. Each of these components is described in depth in the sections below.

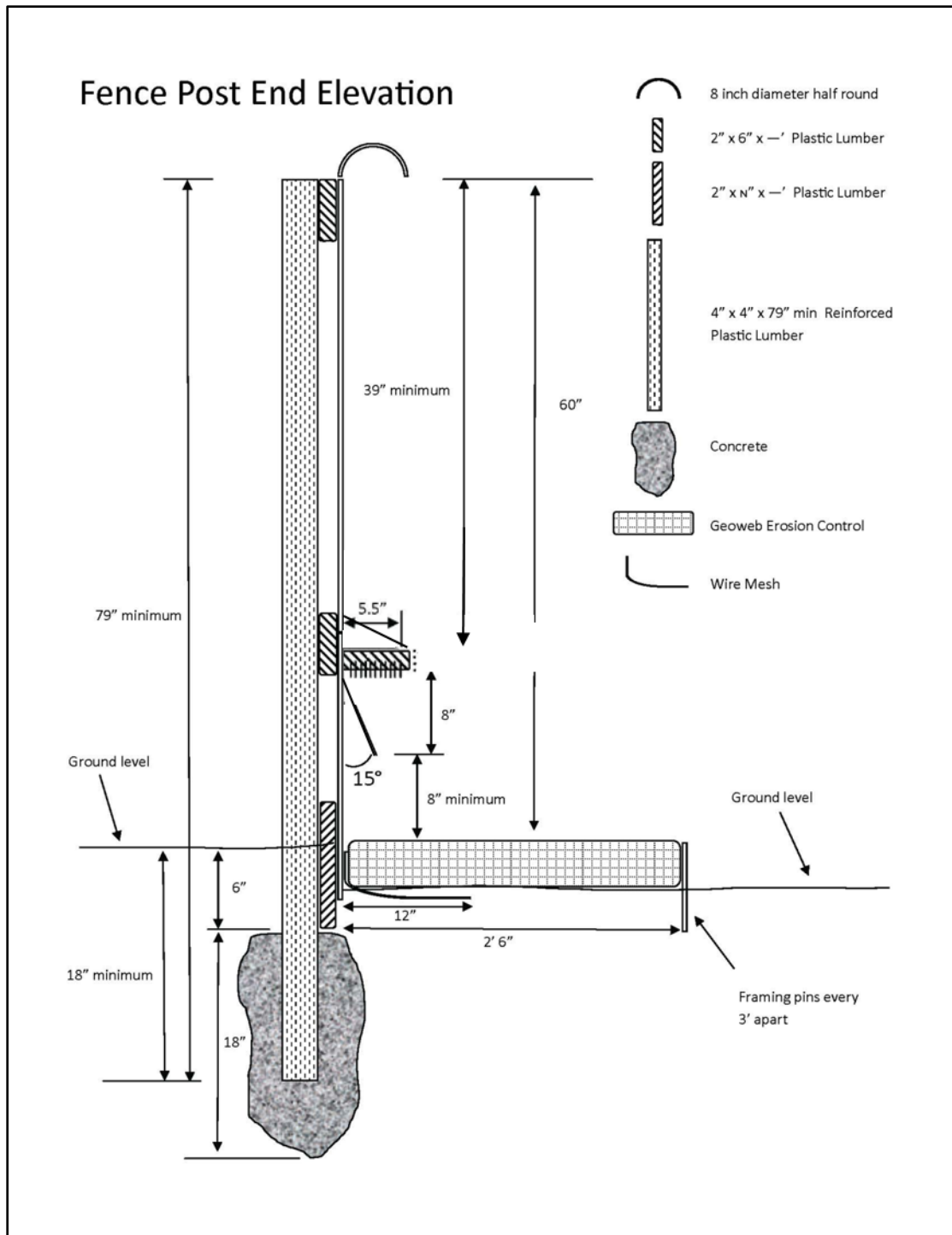


Figure 2. Predator-proof fence detail.

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 wall 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 of 6" of soil layer between the concrete and ground level. This allows for the installation of the 2"x12" baseboard.

2"x12" Baseboard:

A 16 foot 2"x12" baseboard will be installed 5" below ground level, parallel to the ground slope. The 2"x12" baseboard will be secured to the posts with at least two 7" galvanized (dipped galvanized not zinc plated) carriage bolts per post and within .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.

2"x6" Barrier Board:

A reinforced sixteen foot 2"x6" plastic lumber will be installed a minimum of 15" (measured to the lower edge) above the finished level of the geoweb (3" geoweb, thus minimum of 18" from ground level). This board will be used for mounting the predator exclusion barriers. It will parallel the ground slope and 2"x10" baseboard. The 2"x6" will be secured to the posts with at least two 7" galvanized carriage bolts within .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 sixteen foot 2"x6" plastic lumber will be installed a minimum 57" on center off the finished 3" geoweb (60" above ground level). It will parallel the ground slope, 2"x10" baseboard, and the 2"x6" barrier board. The 2"x6" will be secured to the posts with at least two 7" galvanized carriage bolts within .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:

Non-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 cut mesh. The hood can be constructed of HDPE, PVC, metal or equivalent. The joints must be welded or glued such that there is no irregularities that would allow for rats to gain a foothold. The hood must be fastened with stainless steel fasteners (#10 screws with .5" OD washers) a maximum of 8" apart. The HDPE sheet must NOT be secured between the hood and top board.

Board Joints:

All 2"x6" and 2"x10" boards must have flush butt joints within 1" of the post center. Galvanized carriage bolts must be within .5"-1.5" of the outside edges of the boards.

HDPE Geomembrane:

HDPE will be provided in seven foot tall by 24' rolls. The membrane must be secured to the top and base boards with #10 1" stainless steel screws with .5" OD stainless washers or 1.5" Stainless steel roofing nails. Fasteners must be no greater than 8" apart. Top board fasteners must be within .5"-1.5" from the bottom edge of the board and membrane edge. Along the barrier board fasteners must be within .5"-1.5" from the top edge of the board. Along the baseboard screws or roofing nails must be installed within 2" of the finished geoweb. The membrane must also run horizontal on the ground from the 2"x10" baseboard for a minimum of 12". The horizontal joints must be secured with #10 1" stainless steel screws with .5" OD stainless washers or 1.5" Stainless steel roofing nails. Fasteners must be no greater than 8" apart along the posts and must be within .5"-1.5" from the edge of the blocking board and membrane edge. The membrane must overlap for at least 2".

3" Geoweb:

Geoweb will be installed along the outside edge of the fence to prevent erosion. Process of installation is as follows. Soils within 3" of the fence must be cleared of all vegetation, leveled and compacted. Heavy weight (Mirafi 180N, Nonwoven) geotextile fabric is then installed from the 2"x10" baseboard to a minimum of 2.5" from wall edge. The fabric must be secured with 18" geotextile pins with washers. Cut edges must be folded under and pinned. Next, the geoweb is stretched across the fabric. The inside edge must contact the baseboard and the outside edge must be a minimum of 2.5" from the baseboard. Geoweb is secured with .5" rebar eighteen inches in length. The rebar is capped with ATRA stake clips and secured to the geoweb. The geoweb must be secured every third cell and alternate rows. Along the outside edge of the geoweb 5"x1" plastic lumber will be used to edge the geoweb and contain the gravel. .75" rebar will be used to secure and support the edging every 3'. Once the webbing is secure and the edging installed the geoweb is filled with gravel to top edge, 3" of gravel. Gravel must be base course.

Angle Barrier:

The angle is made from an 8" strip of 26 gauge Galvalume pre-finished roof flashing. The top 1" sits flat against the wall and is secured below the cut mesh barrier with 1" #10 stainless steel screws with .5" OD stainless washers between the barrier and the fasteners. Fasteners must be no greater than 12" apart. The bottom 6" of the barrier flares out at a 20 degree angle, must be at least 8" off the ground, and 3" from the wall of the enclosure at its 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. 1 ½ by ½ battens will be installed under the angle at all sites where the HDPE forms a seam.

Cut Mesh Barrier:

This barrier works by presenting a surface that approximates a bed of nails (Figure 3). When the board is inverted it provides very little surface area for the Rosy Wolf Snail to adhere to as it attempts to traverse the barrier. Thus, they fall off.

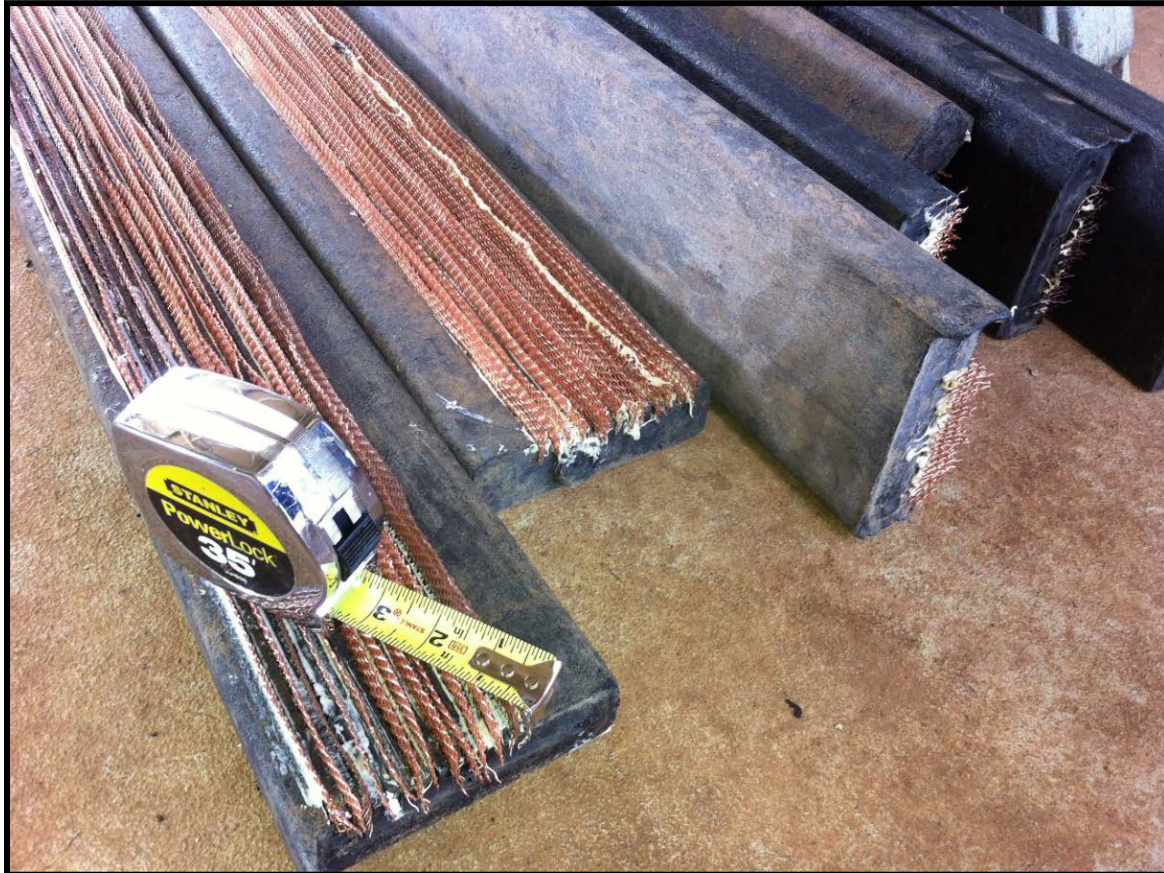


Figure 3. Finished cut mesh 2"x6" plastic lumber boards ready to be transported to the field. The tan material in grooves is the construction adhesive.

Thirteen rows of .75" wide 8 gauge copper screen are secured in grooves cut in 2" x 6" plastic lumber material using construction adhesive. The grooves are cut .125" deep along the length of the plastic lumber. The grooves are .125" wide and spaced at .25" interval. The total width of the cut screen rows is about 3.5". Once secured the rows of screen stand about .5" above the plastic lumber. The screen is fastened into the groove with construction adhesive applied to the groove before the screen is inserted. The final product has 1.5" of plastic lumber border on one side and .75" on the other (Figures 4 and 5).



Figure 4. Raw materials for cut mesh barrier.



Figure 5. Partially completed cut mesh board, ten grooves filled with copper mesh and three remaining.

The cut mesh barrier is a heavy structure. The weight of a fabricated twelve foot board is 80 lb. The barrier must be mounted using 4.5" long 5/16 dipped galvanized lag bolts with washers from the inside of the enclosure. It must be secure just above the angle barrier such that the angle barrier can be removed for maintenance/replacement without interfering with the cut mesh barrier. In addition, braces must be installed to support the cut mesh barrier every 4' Braces will be installed with #10 stainless steel screws. At corners or where slope changes occur, compound miter cuts are required. Board joints must be secured with floating tenon, biscuits or dowels.

DLNR will be responsible for installation of the electric barrier. The complete barrier system is detailed in Figure 6.

Barrier Details

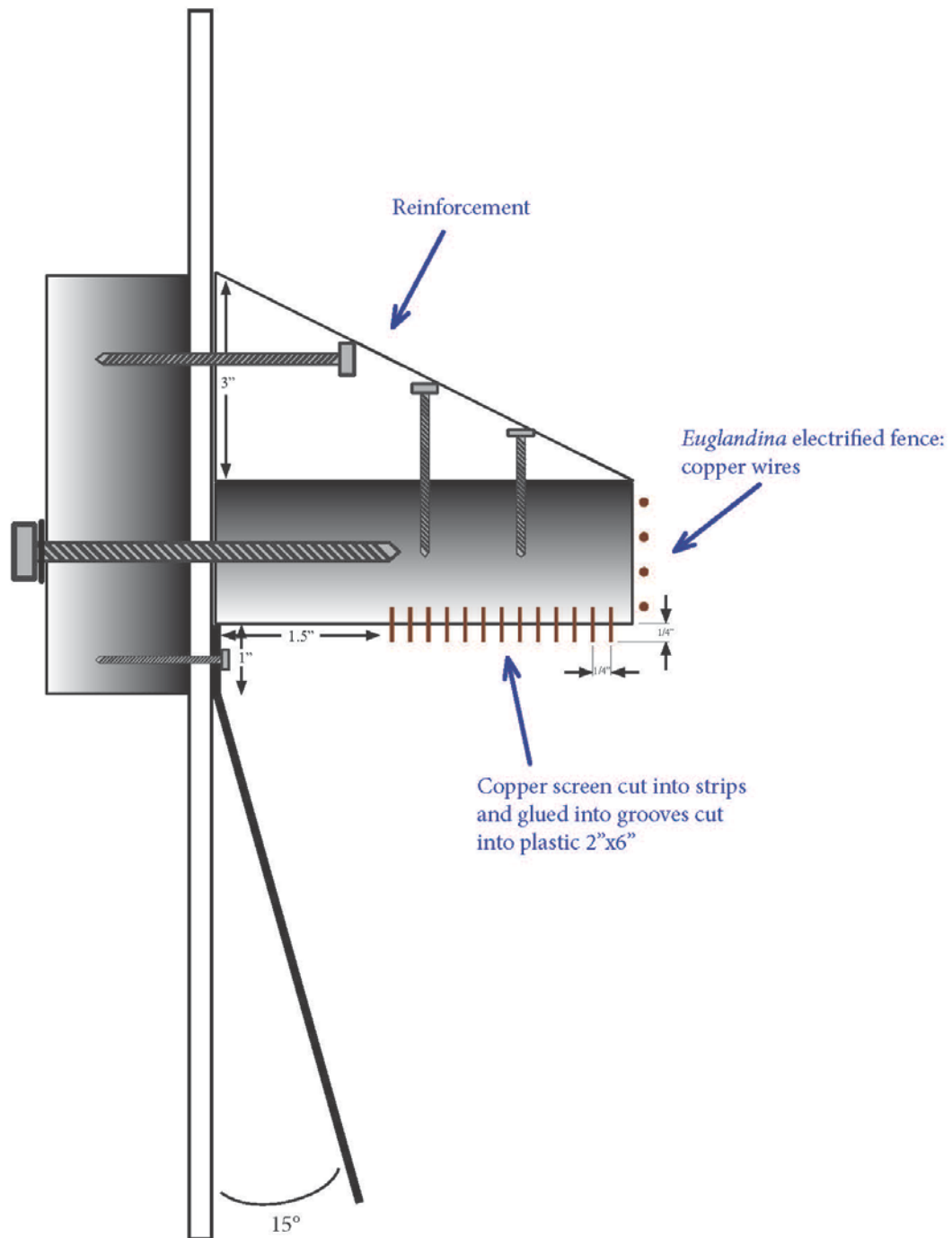


Figure 6. Barrier detail. Note, DLNR will be responsible for the installation of the electrified copper wires.

VIII Contractor and Construction Crew Activities

Camps:

Camping is not permitted inside the Honolulu Watershed Forest Reserve.

Telephone Road Usage:

Accessing Telephone Road for the duration of the project will require the contractor to checkout a key from the Forestry Management Supervisor, Ryan Peralta. Ryan Peralta is located at the Division of Forestry and Wildlife's Oahu Branch Office, 2135 Makiki Heights Drive, Honolulu, HI, 96822. Contact information: 808-973-9784, ryan.k.peralta@hawaii.gov

Parking at Trailhead:

Parking at the end of Telephone Road is limited. Therefore, contractor and crew will only be allowed one vehicle to park at the trailhead at a time. This is to ensure parking availability for HECO and other state staff working in the area. Additional parking is available along Tantalus Drive at the Puu Ohia Trailhead parking area at the bottom of Telephone Rd.

Security at the Site:

Manoa Cliff trail is a popular hiking destination and receives heavy public traffic. The state does not accept any liability for equipment or theft or vandalism at the site or parking areas. It is recommended that all tools left at the site during construction be secured to prevent theft.

Animals and Plants at the Work Site:

Plants or animals may not be removed from the project site or from anywhere within the Honolulu Watershed forest Reserve.

Biosecurity - Non-Native Plants and Animals:

The purpose of this project is to fence important habitat with high conservation value. Non-Native species and pathogens are a major threat for the natural areas that these fences are being built to protect. There are several instances of invasive plants, 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 mountain ranges will be absolutely essential. Boots, equipment and materials will be cleaned and inspected by the Contractor for seeds, eggs, larvae, etc., prior to delivery and entry. Any contractor-issued or personal crew gear including boots, clothes, boots, socks, hats, shirts, packs and camping equipment that has been used on the Big Island shall not be used on Oahu. Fencing materials from the Big Island shall not be used on Oahu. Power tools, including chainsaws, and hand tools used on the Big Island shall not be used on Oahu. Boots, gear, equipment and fencing materials shall be washed and cleaned until free of all mud and soil and inspected by the Contractor for seeds, plant parts,

eggs, larvae, etc., prior to delivery and entry into project area and upon leaving. Pockets, flaps and other places that soil and plant parts collect shall be cleaned and inspected. Before entering the Project site and after project completion the following precautions shall be taken: Boots shall be sprayed with 70% alcohol; Clothing shall be cleaned, washed and dried in a dryer; Hand tools shall be wiped down with 70% isopropyl alcohol; chainsaws shall be cleaned of sawdust and cleaned with 70% isopropyl alcohol. The chain shall be removed and soaked in 70% isopropyl alcohol for ten minutes. If tools, gear or materials leave the site, they must be washed and cleaned of all soil and inspected for seeds, plant parts, eggs, larvae etc. and decontaminated with 70% isopropyl alcohol before re-entry.

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

DOFAW 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.

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

David Sischo, Coordinator - Snail Extinction Prevention Program, will handle contract administration for the project and all on-the-ground coordination between Contractor and DOFAW. Contact information for David Sischo is: email: david.r.sischo@hawaii.gov, office telephone: 808-587-0033, mobile phone: 559-760-5882

Pre-bid Site Inspection

Bidders are strongly advised to attend the pre-bid site inspection on April 12, 2019. Interested bidders will meet at 9am at the DOFAW Makiki Baseyard. Address: 2135 Makiki Heights Drive, Honolulu, HI, 96822. Bidders are required to email or call the contract administrator David Sischo (david.r.sischo@hawaii.gov, 808-587-0033) by 3pm on April 8, 2019 to confirm attendance and to receive logistical information. Please note, topographic and logistical conditions present difficulties that are not typical for fence construction 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.

Written Inquires:

Inquiries regarding this solicitation are due no later than April 15, 2019. Inquires shall be made in writing by email to: david.r.sischo@hawaii.gov. The state will respond to questions

in writing by April 17, 2019. Responses to inquires will be posted on HlePRO as an addendum. Written inquires received after this 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:

Performance of services requested under this contract shall be completed within six (5) months of issuance of the Notice to Proceed. The contract may be extended by mutual agreement in writing. Any extension must be made 30 days prior to expiration date. The dates on the following table are estimates of expectations by DLNR-DOFAW as to when certain items will be accomplished. These dates are to be used as guidelines based on the proposed project start date of May 1, 2019 or sooner.

Deliverable	Deliverable Due Date
Post footing completion	Three weeks from start date
Wall construction completion	6 weeks from start date
Snail barrier completion	9 weeks from start date
Erosion barrier completion	11 weeks from start date
Final Project completion	13 weeks from start date

During the course of the contract, the contractor shall notify David Sischo in writing as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall

include in the notification the rationale for the late delivery, the expected date for the delivery, and the project impact of the late delivery.

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, 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.

Currently, there are seven snail enclosures in existence on Oahu. Several of these structures feature a solid wall barrier made of either corrugated metal or smooth sheet metal. To date, though effective at excluding predators, all of these structures have had continual problems holding up to the elements, with rust from rain and humidity, and sheering occurring during high wind events. Collectively, the members of the SEPP Advisory Group have decided that HDPE and plastic lumber will hold up better to continual water, high humidity, sun, and wind exposure. Currently DLNR partners and members of the SEPP advisory group on Maui, Lanai, and Oahu are using these materials and this design to construct predator-proof 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 made 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. Particular line items may or may not be awarded based on final costs.

Contract and Notice to Proceed:

The successful bidder will enter into a Fixed Price Contract with the State for the line item prices identified by this solicitation. To complete the contract 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. Once the contract has been signed, the bonds received, and the funds encumbered, the state will issue a written Notice to Proceed. Once the written Notice to Proceed has been issued, work may commence. The term of the contract will be for 6 months from the date on the Notice to Proceed.

Payment:

This project is based off of a fixed price contract. One initial partial payment of 1/6 of project costs may be invoiced prior to the project start date. Further partial payments may be invoiced after completion of project deliverables listed in the table below. Completed deliverables will be inspected by DOFAW staff, for compliance with specifications, before payment is issued. Note, project deliverable due dates are estimates. Final payment of no less than 10% will be withheld until all DOFAW keys are returned.

Deliverable	Deliverable Due Date
Initial payment of 1/6 of project costs	Pre-construction
Post footing completion	Three weeks from start date
Wall construction completion	6 weeks from start date
Snail barrier completion	9 weeks from start date
Erosion barrier completion	11 weeks from start date
Final Project completion	13 weeks from start date

Extensions:

The contract may be extended by mutual agreement in writing.

Demobilization/Remobilization

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

In the event that this is unavoidable, DOFAW will issue an official letter to authorize demobilization. A flat fee of \$2,500.00 USD will be paid by DOFAW to Contractor for each inclusive effort 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:

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

Subcontractors:

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

Insurance:

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

Liability Insurance:

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

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

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor,

Including its subcontractor(s) where appropriate.

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

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

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

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

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

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

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

Irregular Bids:

No irregular bids or propositions for doing the work will be considered

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.

FORMS:

OFFER FORM

Honolulu Forest Reserve, Oahu, Construction of a Predator-Proof Fence

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:

Sole Proprietor Partnership *Corporation Joint Venture Other

*State of incorporation:

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

Payment address (other than street address below): _____

City, State, Zip Code: _____

Businesses address (street address): _____

City, State, Zip Code: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Respectfully submitted:

_____ (x) _____
Date 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 install a predator-proof fence within the Pahole Natural Area Reserve (NAR) on Oahu as specified herein, for the Department of Land and Natural Resources (DLNR) – Division of Forestry and Wildlife (DOFAW). Because DLNR-DOFAW may decide to transport raw building materials under its own helicopter contract, please provide a separate bid for helicopter transport of all raw building materials including: plastic lumber, HDPE rolls, gravel, and cement.

Item No.	Description	Bid Price
1	Construction of predator-proof fence	\$
2	Helicopter transport of *raw materials	\$

* Raw materials include: Plastic lumber, HDPE rolls, gravel and cement.

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Contractor's License No. _____

Experience Requirement

Bidder shall provide information of at least one (1) prior fence installation project involving: 1) the use of plastic lumber and HDPE geomembrane or a comparable material, and 2) remote installation (requiring helicopter transport of materials and/or crews) in the State of Hawaii.

Fence Project Name: _____

Date of completion: _____

Location: _____

Contract Administrator Name: _____

Contract Administrator Phone: _____

Brief Project description:

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) _____
Address

Contact Name	Contact Phone Number
--------------	----------------------

2) _____
Address

Contact Name	Contact Phone Number
--------------	----------------------

3) _____
Address

Contact Name	Contact Phone Number
--------------	----------------------

Offeror: _____

Name of Company: _____

WAGE CERTIFICATE
For Service contracts
(See Special Provision)

Subject: IFB No: _____

Title of IFB: CONSTRUCTION OF A PREDATOR-PROOF RARE SNAIL ENCLOSURE,

Honolulu Watershed Forest Reserve, OAHU

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

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

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

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

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: _____

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

- 1. State of Hawaii Contractor License Information**

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No: _____

Description: Installing a predator-proof fence on Oahu

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

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

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

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

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

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

Offeror: _____

Signature: _____

Title: _____

Date: _____