

Invitation for Bid

Ungulate fencing in Pu'u Kukui Watershed Preserve in Maui County

OVERVIEW

The Division of Forestry and Wildlife (DOFAW) is seeking bids for per foot cost of ungulate fencing. The successful bidder will enter into a contract with the State of Hawaii from which fence projects will be executed with a State of Hawaii Purchase Order (PO). The anticipated length of this project is 2,200 meters. However, the state reserves the right to purchase more or less fence through this contract.

DOFAW will supply the majority of the materials to complete the fence. The bidder is responsible for transporting all materials to the site(s), labor to construct the fence(s), and any necessary clearing of vegetation along the fence corridor(s).

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

A pre-bid conference is set for January 8, 2021 at 10am. This will be conducted virtually. Please register for the pre-bid conference before January 5 to receive the meeting link by contacting Emma.Yuen@hawaii.gov.

SCOPE OF WORK

Access: The project sites are located in remote backcountry forests and will require helicopter access. The Contractor shall not establish any LZ, camp, material stockpile, or trail other than the fence line corridor and service trail without the approval of the conservation manager of Maui Land and Pineapple, Company.

Terrain: The terrain is generally steep and crosses a large stream, and is covered by dense vegetation.

Weather: Weather conditions at the site can be extreme and may change rapidly making work schedules weather contingent. The Contractor must have the flexibility to take advantage of favorable weather windows.

Materials: DOFAW will procure the majority of the necessary materials for each project. Materials will be stockpiled by DOFAW and distributed to the Contractor as needed.

SPECIFICATIONS

Materials to be supplied by DOFAW

DOFAW will provide the following materials and will maintain ownership of any unused materials. These materials should be in excess of what is needed to construct the fence. The contractor will be responsible for supplying any materials above and beyond those listed below which are necessary to construct the fence as specified.

QTY	Material
8	Rolls of 8' Deer Wire Fence
8	Rolls of 4' Hog Wire Fence
23	Rolls of Apron
190	Hog Panel
1122	10' T-Post
50	3" Pipe
40	2" Pipe
80	Corner Brackets
13	Roll of Smooth-Wire
450	lbs. of Hog-Rings
8,500	Clips
60	Dead-Men
3	6' Ranch Gate
6	Hinges
3	Gate Latches

Equipment: The contractor is responsible for all tools, and equipment needed to build the fences as well as the cost to transport them to and from the site. DOFAW will not provide any communications equipment or personal protective equipment.

Labor, Supplies and Transportation Costs: The Contractor will be responsible for providing the necessary equipment, supplies, tools, and labor required to construct fence per the specifications contained herein. The Contractor will be also be responsible for transporting all equipment, materials, personnel, and supplies to and from each project site.

The majority of the materials needed for the construction of the fence will be stockpiled at the Maui Land and Pineapple (MLP) Baseyard Landing Zone, located a few minutes up a gated road near the intersection of Napilihau Road and Honoanapili Highway in Napili, West Maui. The Contractor is solely responsible for transport of the materials (via helicopter) from the LZ to the project site. At the Contractor's discretion, "bulk" material stockpiles may be established along the fence alignment for later distribution. These stockpile locations must be approved by MLP in advance.

Site preparation: Preliminary fence alignments will be marked with flagging in the field. GPS locations for major corners, drainage crossings, possible helicopter landing areas, etc. will also be provided to the Contractor.

DOFAW will conduct a survey for rare/endangered plants and historic features prior to start of construction. Any areas of special concern will be conspicuously flagged, and must not be disturbed or damaged. If human remains, historic or prehistoric artifacts are found during construction, work should cease in the vicinity of the find and DOFAW and Maui Land & Pineapple Company (MLP) staff should be notified immediately.

The Contractor will be responsible for any vegetation clearing required for fence construction. Project sites are in rain forests with dense fern and shrub understory; extensive brushing will be required. Any clearing will be done by hand or with small power tools only. The Contractor may clear a corridor no more than eight feet (8') ft. in width. Debris must be scattered away from the fence so as not to impede foot traffic along the fence line or interfere with installation of apron wire. No standing trees greater than 4" DBH shall be cut. When the fence is completed, vegetation clearing shall be sufficient to establish a service trail along the uphill side of the fence for the entire distance, allowing maintenance workers to hike along the fence without having to cross over.

The specific location of corner posts along the fence line will be left to the Contractor's discretion however major deviations [more than 50'] from the original flagged alignment must be approved by DOFAW staff prior to any work taking place.

Camping: The locations of the project areas are remote. Construction camps will be permitted. Areas near the fence line that are suitable for location of safe helicopter landing zones, camping areas, and material stockpiles are scarce, as the terrain is very steep. DOFAW staff will provide the Contractor with GPS locations of known sites that may be acceptable for these purposes. Use of any location for camps or material stockpiles requires prior authorization from the MLP conservation manager.

Hunting: In accordance with rules set by the MLP conservation manager.

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

Fire prevention: The Contractor will be required to have at least two 4.5 kg (10 lb.) fire extinguishers for suppression and control of type A and B fires on the job site at all times. These extinguishers must be readily accessible at any time that a potential ignition source such as a power tool, generator, or spark emitter (such as a pipe saw or grinder) is in use. All

gasoline powered equipment must have a functioning spark arrestor. Absolutely NO WELDING is permitted on the project site.

Native and Alien Plants and Animals: The purpose of this project is to protect habitat with a high conservation value. Plants or animals may not be removed from the area. The Contractor will also implement precautions to prevent the introduction of alien plants, insects, and amphibians (e.g., coqui frogs [*Eleutherodactylus coqui*]; see below). All equipment and personal belongings must be cleaned and sanitized to prevent the transmission of Rapid Ohia Death (ROD) or other forest pathogens. ROD sanitation treatments must occur every time the contractor leaves the area and returns to the project area. We expect Spectracide to be sprayed on cut wounds on Ohia (no other native plants). The State will not supply the Spectracide, but it is inexpensive and commercially available in many local stores. The Contractor will also take precautions to prevent spreading alien plants already found at the fencing sites. For Contractors arriving from other islands, contractors must perform these tasks prior to transporting your equipment and personal gear to Maui. The Contractor will not store materials prior to material drops in areas known to contain ROD. Equipment and materials will be inspected for seeds, eggs, larvae, etc., prior to delivery to the site and cleaned as necessary. The Contractor will take precautions to prevent spreading alien plants already at the fencing sites. The MLP conservation manager will ensure that the contractor complies with this requirement.

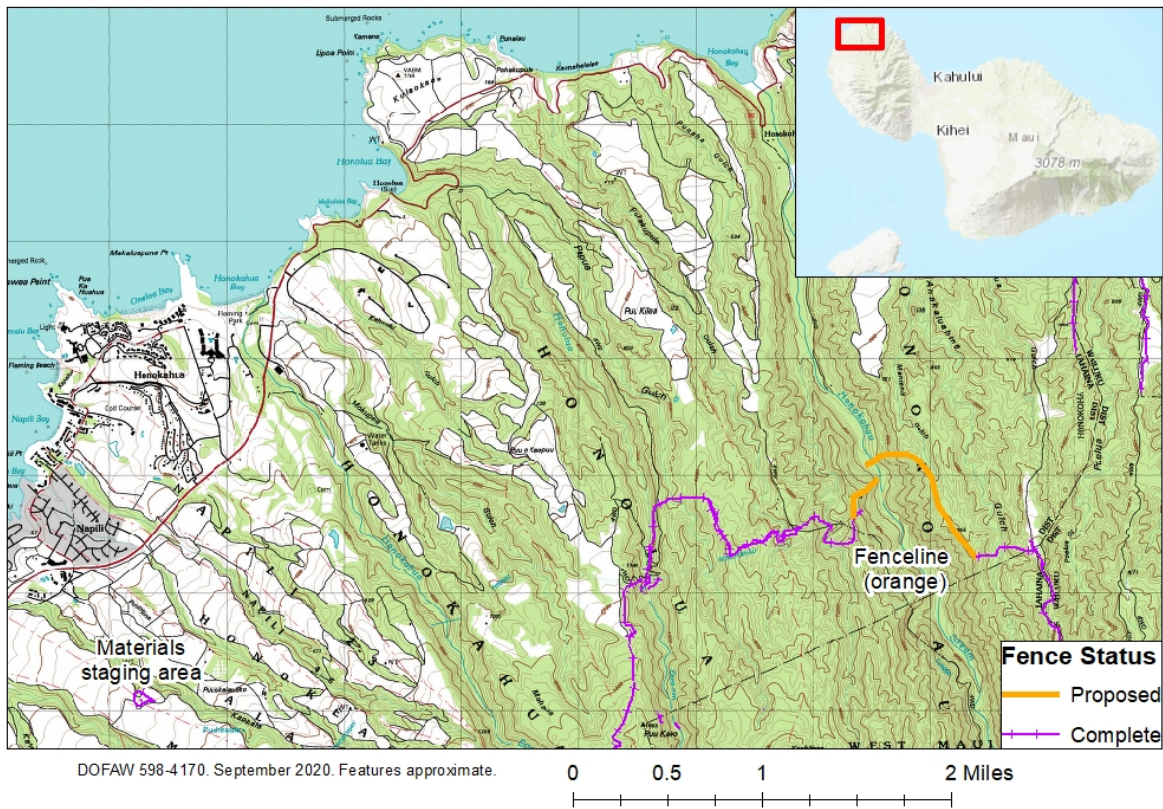
Preventing the Introduction of Alien Species: Control of non-native plants and animals is a high priority in Hawaii. A large amount of personnel time and resources are expended annually to control alien species. Inspect field gear and equipment before going into the field. Dirt or mud can hide alien weeds and insects. It is necessary to inspect and clean: footwear; clothes, gear and material. Appropriate methods to clean gear include: water and hose, brush, clean rag, knife edge, or insecticide. Cleaning should be done in a designated area with a nearby receptacle for disposal.

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

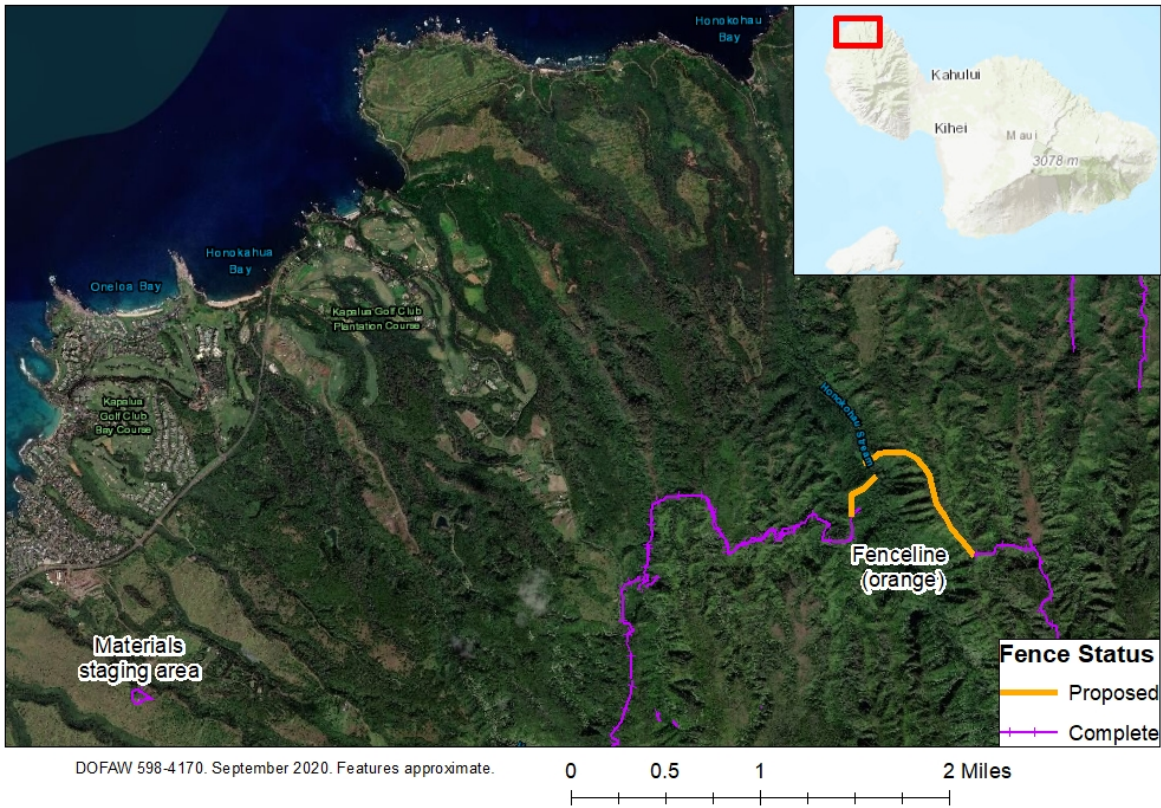
Project Completion: The Contractor will remove all scrap (e.g., wire mesh, smooth wire, damaged posts, and discarded spades), tools, and trash. Surplus materials such as fence posts or pipe will be arranged neatly near the fence line (or in stockpiles) and an inventory with their location(s) provided to DOFAW.

Experience: Must be familiar with installation of ungulate-proof fencing in remote areas with rough terrain and have had related project experience in Hawaii. Offeror shall provide in their proposal a description of and references from at least two (2) feral-ungulate-proof (e.g. pig, goat, sheep or deer) fence installation projects in remote areas with no roads (requiring helicopter transport of materials and/or crews) in the State of Hawaii of at least 1,000m each. Note the project is located on steep terrain and will require rappelling.

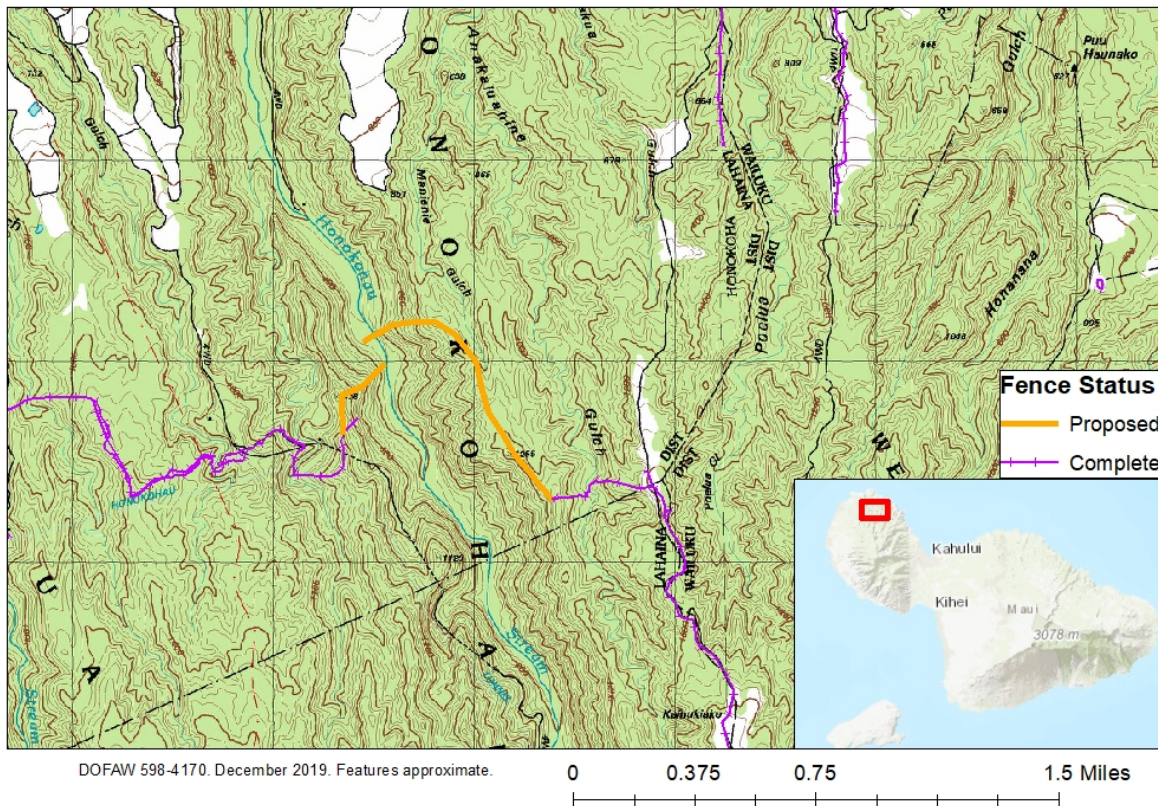
Puu Kukui Phase 6 Fences - Topo



Puu Kukui Phase 6 Fences - Imagery



Puu Kukui Phase 6 Fences - Topography



SPECIFICATIONS

General: The purpose of these types of fence is to exclude deer, feral goats, and pigs from protected watershed areas. The terrain of the project areas ensures that these specs will be difficult to build, and it is important that the contractor communicate regularly with the MLP conservation manager to resolve difficulties and or clarify/interpret specifications. The following specifications are necessary to ensure that the fence excludes ungulates and that long-term fence maintenance needs are minimal. The fence will be carefully inspected prior to final payment to ensure that the following specifications are met.

Backcountry Deer Fence

Constructed of 61" tall wire mesh clipped to 10' T-posts. All corner posts will be made of 2" ID galvanized pipe; Braces at major corners will be constructed of 2" ID galvanized pipe & bolt-on hardware. Minor corners (less than 15 degree change in angle) may be braced with guy wires attached to T-post anchors. In addition to the 61" wire, a single strand of galvanized 9ga wire

will be attached to the tops of the T-posts, and 4' plastic "deer mesh" will be attached to this with hog rings, giving the fence an effective height of 8'. An "apron" of 32" wire mesh will be laid horizontally at the base of the upright wire, and attached with hog rings for the entire length of the fence. The apron will be pinned to the ground with 24" deadman anchors to prevent animals from tunneling under the fence.

Corral Panel Fence

Will be installed in locations where steep terrain precludes the use of wire mesh fencing to specifications number 1 or 2. Welded wire panels measuring 5' x 16' will be attached to T-posts. T-post height will be either 8' [4] or 10' [5].

Specification 4 will be one corral panel tall (5'), but specification 5 must also be deer-proof, so an additional half-width of panel must be installed at the top to give the fence an effective height of 7.5'. Pipe corner braces will not be necessary as the wire panels are not under tension. An "apron" of 32" wire mesh will be laid horizontally at the base of the upright panel, and attached with hog rings for the entire length of the fence. The apron will be pinned to the ground with 24" deadman anchors to prevent animals from tunneling under the fence.

Posts (pipe and t-posts)-General: Pipe and t-posts will be driven into the soil or holes drilled into rock securely enough to withstand the uplift force created when the fence wire is tensioned, and also resist horizontal force without being uprooted. All posts will be installed within 5 degrees of plumb (except for very steep terrain as described below). All posts will be placed within three (3") in. of a center-line drawn between the corner posts to either side. Trees or other natural features may not be used in place of fence posts or otherwise incorporated into the fence (with staples, tie wire, etc.) T-Posts will be installed no farther apart than the specified maximum spacing, but may be spaced closer in order to properly support the fence wire as it crosses high and low points in the terrain. All vertical pipe posts will be capped.

Corner Bracing: A brace will be attached to the corner post at any point the fence makes a change in direction, to prevent the corner post from leaning out of plumb. Unless unavoidably prevented by terrain braces will be installed such that they do not block the service trail along one side of the fence.

T-Posts: T-posts will be installed at no more than twelve foot (12') distance from each other, and additionally so that a post is placed at ALL significant high and low points along the fence line. T-posts will be oriented so that the "knuckle-side" faces out from the area to be enclosed, except where corner geometry requires the post to face the opposite direction. T-posts will be driven to a minimum depth of twenty (20") inches; completely burying the spade

anchors, in a manner that will prevent damage to the posts and the galvanized coating. Where posts are to be installed in rock, the spade anchors may be removed so that posts fit into drilled holes. Posts in drilled holes need not be driven the full 20", but must be secure enough to resist the force of the tensioned wire mesh.

T-posts at low points will be driven deep enough to prevent them from being pulled up when tension is applied to the mesh wire. If this requires driving the post so deep that the top strand of the fence wire will be above the top of the post, a SECOND post must be installed next to the first with enough height exposed to clip the top of the fence. If a post does pull out, hanging rocks or other weights from the wire is NOT an acceptable means of re-anchoring posts.

T-posts shall be installed plumb; the exception being on steep slopes, where they may be angled to compensate. Posts which are bent, split, mushroomed, cracked, twisted or have cracked, chipped, or scratched coatings will not be used.

Pipe Braces [Deer Fence Spec] A pipe post will be placed at any point the fence makes a change in direction, and the appropriate bracing installed to support the corner post. Minor changes in angle (less than 15 degrees) may be supported by a guy wire and angled T-post as described above. Unless prevented by terrain, all braces at corners of >15 degree change in angle will be "H-braces" consisting of one or more vertical anchor posts located near the corner post and connected to it by brace rails and tensioned wire. To provide a solid brace, the anchor and corner posts shall be placed no closer to each other than eight (8) feet.

In addition to corner bracing, pipe posts must also be installed as in-line brace structures sufficient to maintain the maximum allowed spacing between pipes [150 feet] and maintain adequate tension of the fence wire.

Brace rails will be attached to the anchor and corner posts by the supplied bolt-on hardware. The brace rails will be oriented such that they adequately reinforce corner posts and prevent shifting when tension is applied to the wire mesh. A pipe brace rail will be installed between each vertical post, oriented parallel to the ground surface. In addition, diagonal wires will be incorporated into the brace and tension applied in an approved manner. The tensioning wire will be 9 gauge; two complete wraps of wire diagonally around the brace frame are required.

In cases where the fence makes a change in direction of less than 30 degrees a 2-point or "single H" brace will be installed. This will consist of two vertical posts (one of which is the corner post) installed so that the brace rails bisect the concave angle of the turn. The 2-point brace may also be installed "in-line" to provide an anchoring point for properly tensioning the fence wire on long straight-line runs.

For changes in direction between 30 and 60 degrees a 3-point or “double H” brace will be installed to support the corner post. This will consist of two vertical anchors with connecting brace rails, parallel to the wire mesh, along the fence line on either side of the corner post. Alternatively, the 3-point brace can be constructed “in-line” so that it bisects the concave angle of the turn, similar to the 2-point brace. The “in-line” 3-point brace will also be installed at all locations where the hog wire mesh fence terminates (cliff edges, etc.)

At points where the fence changes direction by 60 degrees or more, a 5-point brace will be required so that a “double H” brace supports the corner post in each direction.

Where terrain prevents the use of an H-brace a “post and deadman” type brace consisting of one or more anchors and tensioned 9 gauge wires may be used; provided that the anchor is seated firmly enough to resist the tension of the fence without being uprooted. This anchor type may not be used for changes of direction greater than 30 degrees.

In-line Braces: Two-point, in-line braces are used to provide anchoring points for properly tensioning the fence wire wherever the fence makes long, straight runs, ideally near the middle of the run. In-line braces shall also be installed at abrupt changes in slope along the fence line to allow the wire mesh to be cut and oriented to better conform to the topography.

Frames for Pedestrian Gates: At various locations along the fence line, (Exact locations to be marked in the field by MLP) frames for walk-through gates will be required. The contractor shall assemble and install the gate frame, but is not required to build the actual swinging gate panel. Each frame shall be constructed of welded 2 3/8” pipe to the specification in the attached drawing. The frames will be installed securely enough (concrete maybe necessary) that they can serve as an in-line brace, or be incorporated as part of a larger corner brace structure. The contractor shall pull the fence wire tight past each frame, then cut and tie-off the wires (maintaining correct wire tension) such that the walk-through opening is usable.

Wire Mesh: Metal “hog wire” mesh is to be installed where panels are not required. The mesh will be fastened to T-posts with wire clips at the top and bottom strand, and at interior wire strands at approximately a 10” spacing (5 clips per post for 49” wire, 7 clips for 61”). For pipes used, mesh will be attached using 9 gauge galvanized wire (7 ties per pipe). Wire mesh will be fastened to the outside of t-posts and pipes; the side where animals will be pushing from. Woven wire will be unrolled and installed in a way that minimizes damage to the galvanized coating. As practical, crews will avoid stepping on wire and climbing on erected mesh. Sufficient tension is to be applied to the wire that a sideways pull of 20 lbs applied midway between two posts will not displace the wire more than 6”.

The bottom strand of mesh wire will be fastened to each post so that it is no more than one (1") inch above the ground at posts and no more than four (4") in. at any point between posts. The ground surface is the mineral soil surface and not the overlying grass, vegetation or duff. Vegetation and loose matter must be cleared to ensure that the above specification is met.

Plastic Mesh: For the Backcountry Deer Fence specification, 4' of plastic mesh will be attached above the hog wire, giving the fence an effective height of 8'. The mesh will be attached (with hog-rings fasteners) to a single strand of 9ga wire that is clipped at the top of each T-post and corner pipe, and also hog ringed to the wire mesh. The plastic will overlap the metal by approximately 1', and will be given sufficient tension to avoid sagging.

Apron: 32" wide hog wire apron needs to be attached at the base of the fence and staked down to prevent animals from tunneling beneath it. The apron will be attached so that the "small box" side of the wire overlaps the vertical fence by one "box". The apron will be attached with hog ring fasteners along the length of the fence, alternating between the top and bottom strand of overlapping fence, with no more than 24" distance between hog rings. Loose material such as rocks or branches will be removed from the apron corridor before the wire is laid out, so that the apron lays flat on the ground surface. Deadmen or other anchors as described below will be used to stake the apron firmly to the ground, such that the outer edge of the apron cannot be lifted. Maximum distance between anchors is 20'; closer spacing may be necessary. Where available, rocks or logs should be used to help hold the apron down, but not as substitutes for the required anchors.

Adaptions to Terrain: The rugged nature of the project area will likely cause difficulty in properly orienting the fence wire mesh. Where radical changes in slope occur, wire will be cut and tied off so that each section lies at an angle matching the terrain. This may require the use of in-line bracing as described above. "Bellying" of the wire at high points is unacceptable. A fence post must be installed at any locations where this occurs, and the wire raised to remove the "belly".

Anchors: If a full length post is not used to draw the fence wire down into low spots between fence posts, anchors must be used to ensure that the gap between the bottom strand of wire mesh and the ground is never more than the 4" maximum allowed. Anchors may be 24" T-posts ("deadmen"), concrete forming pins, hot-dipped galvanized eyebolts or galvanized tie-wire anchors, depending on the substrate and contractor preference. DOFAW will provide deadman anchors; purchase of any of the other types of anchor is the contractor's responsibility.

T-post anchors or “deadmen” will be driven at a 30 to 45 degree angle relative to the direction of tension such that the tops are no more than two (2”) in. off the centerline and no more than three inches (3”) protrudes from the ground surface. The anchor will be tied to at least two (2) of the bottom strands of woven wire with 9 gauge wire and driven such that the wire is pulled tight and within 4” of the ground surface. T-post anchors are preferred for areas with deep soil.

Concrete forming pin anchors will be driven at a 30 to 45 degree angle relative to the direction of tension such that tops are no more than four (4”) in. off the centerline and no more than three (3”) in. protrudes from the surface. Pins will be attached to at least two (2) of the bottom strands of woven wire with 9 gauge wire. Pins will be driven so as to pull the wire tight and within 4” of the ground. To prevent corrosion, steel pins must not contact the galvanized woven wire. Form pins are preferred for areas with cracked or blocky rock on the surface.

Eye-bolt anchors will be galvanized and of no less than 5/16 inch diameter x 4” length. Holes will be drilled at 30 to 45 degree angle relative to the direction of tension, and deep enough that the entire shaft of the bolt is buried when emplaced. Epoxy may be used to secure the bolt in the hole. Woven wire will be pulled down to within 4” of ground level and tied off with 9 gauge wire that is attached to at least two (2) of the bottom strands of woven wire. Eye bolts are preferred for areas with solid bedrock exposed at the surface.

Tie-wire anchors will be galvanized and installed per manufacturer specification. Simpson Strong Tie part TWD25112 is an acceptable example. Fence wire will be pulled down to within 4” of ground level and tied off at the anchor with 9 gauge wire that is attached to at least two (2) of the bottom strands of the woven wire. Tie wire anchors are preferred for areas with solid bedrock exposed at the surface.

Clips: Both sides of each fence clip are to be wrapped at least one complete turn around the fence wire strand. The tool/method used to wrap the fence clips shall not damage the galvanized coating of the clip or fence wire. The number of clips to be used at each post is specified under “WIRE MESH” above.

Splices: Where cut ends of fence wire need to be tied off or joined, a knot appropriate for high-tensile wire shall be used. Swage-on fittings, such as Nicopress Swage-it or equivalent, may be incorporated in the splice. All loose wire ends will be spliced or tied off neatly.

Stream Crossings: A stream curtain/mat constructed of rubber matting or fabric material must be installed in such a way that water and debris can flow beneath the fence, but animals cannot lift the curtain/mat and pass. In this case, if the stream crossing is approximately 8’ wide or narrower, a rubber trailer mat (8’ x 4’) will be attached to the bottom of the fence. Trailer mats will have one grommet per foot (horizontally) and attached to bottom of fence with 9

gauge wire. Mats will also have one grommet per two feet (vertical sides) and attached to apron with 9 gauge wire. Stream crossings that are 8' or wider, will require stream curtains to be installed and attached to bottom of fence and side aprons in the same manner as the trailer mats.

Detailed Specifications for “Corral Panel” Fence: Steep terrain typically found near gulch crossings or cliff edges will prevent the use of tensioned wire mesh. Instead, the fence will be constructed from pieces of rigid welded wire “Corral Panel” wired to T-posts.

Maximum distance between T-posts will be eight (8) feet, in contrast to the other two fence specifications that allow twelve foot spacing. Each section of corral panel is to be attached to at least 3 different T-posts.

Full size corral panel sections will be oriented (and cut if needed) to conform as closely as possible to the underlying ground surface as possible. The maximum gap allowed between the bottom of the panel and the ground at any location is six inches.

Corral panel sections will overlap each other by a minimum of one “box” for the entire extent of each “seam”.

Panels will be attached to T-posts with 9 gauge wire, used in the same manner as T-post clips (minimum 5 wires per post), and to each other with 9 gauge hog ring fasteners spaced no more than 18” apart at each “seam”.

Locations where Corral Panel specification is required may be extremely steep and require specialized equipment (rappelling) for the fence to be installed.

An additional half-width of panel must be installed at the top to give the fence an effective height of 7.5'. The cut side of panel will be installed so that any sharp wire ends are pointing down, in order to avoid injury to persons climbing the fence.

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.

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 HiePRO, Retain the original to submit if selected for award.**

Contract Administrator (CA): For the purposes of this contract the designated CA is Emma Yuen, who can be contracted at Emma.Yuen@hawaii.gov or (808) 587-4170.

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.

Contract: The successful bidder will enter into a contract with the State for the line item prices identified by this solicitation. The term of the contract will be for 12 months from the date on the Notice to Proceed. Contract may be extended for up to an additional 24 months.

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 notification that the contract has been successfully executed.

Fence Projects: After Notice to Proceed has been issued DOFAW will work with the contractor to execute the fence line with a State of Hawaii Purchase Order (PO). The contractor will be required to submit both (two (2) bonds) a performance and 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 and payment bonding and DOFAW will submit for processing. After the PO has been approved work may begin.

Payment: Payment will be made with a State of Hawaii Purchase Order (PO). Partial payments may be invoiced every 30 days, at the completion of a line item, or at the completion of a project. Completed fence will be measured on site by DOFAW staff and/or designee and inspected for compliance with specifications before payment.

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. In the event of a conflict between conditions, the Contract Special Conditions

shall take precedence, followed by the AG-008 103D General Conditions, and the DLNR Interim 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 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 and payment bonds each for the total amount of each project price.

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.

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

OF-1

Please Upload; Keep Original

OFFER FORM

Ungulate fencing in Pu'u Kukui Watershed Preserve in Maui County

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

Dear Madam:

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

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture

Other _____

*State of incorporation: _____

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

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____

** _____

Exact Legal Name of Company (Offeror)

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

ITEM 1: Fence Construction \$_____per foot.

Offeror: _____
Name of Company

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: _____

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Contractor's License Type/Category _____

Contractor's License No. _____

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: _____

Title of IFB: Ungulate fencing in Pu'u Kukui Watershed Preserve in Maui County

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

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

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

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

Offerer _____

Signature _____

Title _____

Date _____

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No: _____

Description: Ungulate fencing for the Division of Forestry and Wildlife in Maui County

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 _____

COMBINATION PERFORMANCE AND PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a

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

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount of

(Twice the Dollar Amount of Contract)

DOLLARS (\$_____) (being _____)

DOLLARS as performance bond and _____

DOLLARS as payment bond, each in the amount of one hundred percent of the contract price as required by 103D-324, Haw. Rev. Stat.), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has by written agreement dated _____ signed a contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Principal shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Principal or its agents or servants or the improper performance of the Contract by the Principal or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining thereto, or in or to the said Project.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefor after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment

rendered thereon. If the full amount of the liability of the sureties on the bond is insufficient to pay the full amount of the claims, then, after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject to section 3-122-225, Hawaii Administrative Rules.

Signed this ____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC