



**STATE OF HAWAII
OFFICE OF HAWAIIAN AFFAIRS
560 NORTH NIMITZ HIGHWAY, SUITE 200
HONOLULU, HAWAII 96817**

March 15, 2017

REQUEST FOR QUOTES – RFQ LPM 2017-15

DEER FENCE INSTALLATION AT PALAUEA CULTURAL PRESERVE

To all Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (“OHA”) will be accepting quotes from interested Offerors to install a deer fence at the Palauea Cultural Preserve located at 4505 Makena Road, Palauea, Honua‘ula, Maui, TMK: 2-1-023:034.

The Quote should itemize all costs associated with providing the services above including, but not limited to, GET tax.

The successful Offeror will have twelve (12) months from the notice to proceed to complete the scope of services. Maximum length of contract is twelve (12) months.

Site Inspection

1. The site inspection provides the opportunity to inspect the property, become thoroughly familiar with existing cultural conditions, rules and regulations, and the extent and nature of the work to be performed.
2. Failure of the interested Offeror to acquaint himself with the available information will not relieve him from the responsibility for estimating the difficulty or cost of successfully performing the work, nor will the interested Offeror be relieved of his obligations to furnish all materials and labor, equipment and incidentals necessary to perform the work as set forth in his quote and to perform the work, if awarded.
3. The site inspection is scheduled for Friday, March 31, 2017. Those that are interested in submitting a quote shall meet at the Palauea Cultural Preserve at 11:00am. Please RSVP by email to mikic@oha.org.

I. Background

The Office of Hawaiian Affairs (OHA) is the fee simple owner of the Palauea Cultural Preserve in Palauea, Honua‘ula, Maui (the “Property”). The 20.8 acre Property contains some of the last native Hawaiian archaeological sites in the surrounding area, which is mainly comprised of high-end residential and commercial developments. A number of native and Polynesian introduced plant species can also be found on the Property.

Large herds of axis deer roam the slopes of Haleakalā and frequently make their way on to OHA's property; so much so that distinct deer trails can be seen across the Property. These trails cross archaeological sites and thus, endanger their structural stability. Furthermore, deer have been observed eating the native plants that have been propagated onsite by the University of Hawai'i Maui College.

Due to this issue, and the unpracticality of conducting alternative management efforts, OHA would like to construct a deer fence to prevent deer from accessing the Property.

II. Scope of Services

- A. The successful Offeror agrees to provide the OHA with a multi-phased quote for a fence of sufficient height and material, based upon the successful Offeror's expertise and evaluation of the Property, to prevent deer from accessing the Property. The quote shall include a specific cost and timeframe for each phase of the fence installation and a cumulative cost for the entire project.
- B. The order of the phases should first prioritize the portion of the fence entirely along the eastern border of the OHA's property, along Makena Alanui, depicted by one of the red lines on the attached map. See Attachment 1: Map. Subsequent phases should be prioritized based upon which portions of fence are most important to keep deer out of the Property, or as otherwise instructed by the OHA. The other red line on the map depicts an additional fence route that may be considered as a subsequent phase, although priority need not be given to it among other potential options.
- C. Once the quote for the project, or a phase of the project, is approved by the OHA in writing, the successful Offeror shall build the quoted portion of the fence.
- D. The deer fence will need to abut neighboring properties' fences or walls at certain locations. The blue and green dots on the map are examples of these locations, although depending on the path of the fence, additional or alternative locations may exist. At these boundary points, the deer fence shall abut the neighboring property's fence or wall as to prevent deer from accessing the Property but shall remain on the OHA's property and not connect to the neighboring property's fence or wall without written permission of the neighboring property owner. The OHA shall facilitate contacting and forming an agreement(s) with neighboring property owners if the successful Offeror determines it is necessary to connect the deer fence to a neighboring property's fence or wall.
- E. All portions of the deer fence shall be built within the OHA's property, unless otherwise approved by the OHA in writing. The successful Offeror shall be responsible for ensuring the fence remains within the OHA's property. There is currently no distinguished property boundary. However, the successful Offeror may be able to locate property pins with a metal detector to identify the previously surveyed boundary. If such pins cannot be found, the successful Offeror shall ensure the fence remains on the OHA's property by referencing the appropriate survey map (Map 97 of Land Court Application No. 1804 of Matson Navigation Company) that it shall obtain from the land court filing office.
- F. The deer fence shall be built approximately six (6) inches within the property boundary as is feasible and legal within applicable Maui County zoning, statutes, regulations, guidelines, and/or best management practices, unless otherwise specified by the OHA in writing.
- G. The successful Offeror shall provide the OHA with a written maintenance plan and management recommendations specific to the deer fence that is constructed and its surrounding environment. The recommendations shall specify:

1. The anticipated life expectancy of the fence;
 2. points for inspection, such as common areas of wear or corrosion;
 3. frequency of inspection;
 4. repair and maintenance methods and strategies; and
 5. all other relevant information for the OHA to utilize throughout the lifetime of the fence.
- H. The successful Offeror shall be responsible to procure all necessary permits, licenses, goods, services, and materials as required to complete the Scope of Services.

III. Other Responsibilities of the Successful Offeror

- A. The successful Offeror shall clear any trees or other brush as is needed to build and install the deer fence, and to ensure the fence will not be damaged in the near future by falling branches.
- B. The successful Offeror shall exert extreme care during this process, and during other site visits, to prevent damage to the archeological and cultural sites, and the indigenous and endemic plants.
1. As it pertains to the schedule and the progress of work, the successful Offeror shall inquire with the Contract Coordinator regarding any circumstance that may require a Cultural Monitor, including, but not limited to, work near or adjacent to any cultural sites, or the discovery of any burials or other cultural artifacts.
 2. The successful Offeror shall NOT conduct work on or within five (5) feet of any cultural sites.
 3. The Palauea Cultural Preserve is home to a number of rare native plants. The successful Offeror shall ensure it does not damage any native plants while on the Property.
- C. The successful Offeror shall ensure its work does not interfere with the use of the Property by traditional practitioners or other authorized individuals on site, unless otherwise approved by the OHA.
- D. Meetings. The successful Offeror shall be available to meet with or present to the OHA, its Board of Trustees, and its staff as is necessary to complete this Scope of Services and at a frequency determined by the OHA. The successful Offeror shall be available to meet with the community or third parties as deemed necessary and at the frequency as determined by the OHA.
- E. Schedule. The successful Offeror shall provide the OHA with a project schedule, inclusive of all tasks to be completed and expected dates of completion, within 10 workdays (two-weeks) of the execution of the contract. The schedule shall be coordinated between the OHA and the successful Offeror for actual services. Any changes to the schedule shall be agreed upon by both parties no less than five (5) business days prior to the scheduled date. All work conducted at the Palauea Cultural Preserve must be conducted between 7:45 a.m. and 3:30 p.m., Monday through Friday, excluding State and OHA holidays, unless otherwise approved by the OHA in writing.
- F. The successful Offeror shall be responsible for all necessary site clearing, material hauling, and staging as a part of work activities. The successful Offeror shall work with the Contract Coordinator to determine a suitable staging area, if necessary, to complete the project.
- G. The successful Offeror shall be responsible for keeping the area where its employees are working clean and for removing all waste, debris, or other material brought on the site by

- the successful Offeror upon completion of each work day.
- H. The successful Offeror shall provide proper safety signs, as necessary, and shall not obstruct the free flow of traffic and public right-of-way access.
 - I. The successful Offeror's vehicles shall be restricted to the existing roadways located in the Project Area, unless otherwise approved of by the OHA.
 - J. The successful Offeror shall post temporary signage at the entrance of the Project Area and near the work areas to notify the public of any closed areas during scheduled work. No area should be closed without the OHA's consent.
 - K. The successful Offeror shall provide written notification to the neighbors and relevant stakeholders of noise, debris, and other related issues arising out of work activities, as deemed necessary by the OHA. Such notification shall identify dates, times and durations of the work to be performed.
 - L. Responsibility for Employees or Agents on the OHA Property
 - 1. The successful Offeror shall be solely responsible for the behavior and conduct of their employees or agents on the OHA's Property.
 - 2. All protocols shall be taken, following standard practices within the industry, to ensure the personal safety of all the successful Offeror's employees and agents. This includes, where appropriate, but may not be limited to all Occupational Safety and Health Administration (OSHA) standards. The successful Offeror shall bear full responsibility for the safety and appropriateness of its workers', including but may not be limited to requiring appropriate apparel, other personal gear, and hydration.
 - 3. A minimum of one (1) English-speaking supervisor per crew shall be present to supervise the performance of work at all times.

IV. General Contract Requirements for Successful Offeror

- A. The successful Offeror shall comply with HRS, Chapter 103D and all State, Federal, and County requirements.
- B. The OHA will grant a Right-of-Entry to the successful Offeror upon the initiation of this contract, which the successful Offeror shall comply with during its access and use of the property.
 - 1. For each day the successful Offeror seeks to access the property, the successful Offeror shall provide the OHA with a "Daily Plan" which shall include information that identifies the duration of the visit, the staff and equipment to be used, location of daily work and description of work to be conducted on site.
 - 2. The successful Offeror's access shall be subject to the OHA's written approval of the Daily Plan(s) and shall be subject to other conditions that the OHA may require.
 - 3. The successful Offeror shall allow only persons acting on its behalf, and its members, employees, officers, directors, representatives, agents, consultants, or contractors necessary for the project to enter the property.
- C. License and Compliance
 - 1. Within ten (10) days of the award for a contract, the successful Offeror must be registered as a business in the State of Hawai'i, be compliant with Hawai'i Compliance Express, complete the OHA W-9 form and submit a current copy of a Certificate of Liability Insurance with the following:

The minimum insurance coverage and limits below, which shall also apply to subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
General Liability	\$2,000,000 general aggregate \$1,000,000 each occurrence
Automobile Liability	\$1,000,000 Combine Single Limit (each accident)
Worker's Compensation/ Employer's Liability	\$100,000 each accident \$500,000 disease policy limit \$100,000 disease policy limit per employee

2. Each insurance policy required by the contract, including a subcontractor's policy, shall contain the following clauses:
 - a. "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 Office of Hawaiian Affairs, 560 North Nimitz Highway, Suite 200, Honolulu, HI 96817."
 - b. "The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai'i are added as additional insureds as respects to operations performed for the Office of Hawaiian Affairs."
 - c. "It is agreed that any insurance maintained by the Office of Hawaiian Affairs will apply in excess of, and not contribute with, insurance provided by this policy."

D. Wage Certificate

1. All interested Offerors shall complete and submit the Wage Certification Form certifying that the services required will be performed pursuant to HRS, Section 103-55. See Attachment 2: Wage Certificate.
2. The successful Offeror shall further notify their employees performing work under this Contract of the provisions of HRS, Section 103-55, and of the prevailing wage rates for public construction work, pursuant to HRS, Chapter 104. The prevailing wage is as follows:

Class	Hourly Rate (Eff. 10/3/16)
Fence Erector	\$21.30

Class	Hourly Rate (Eff. 04/01/17)
Tree Trimmer Helper (BC 03)	\$19.24
Tree Trimmer (BC 07)	\$22.52
Tree Trimmer Truck Driver (BC 05)	\$20.82
Tree Trimmer Heavy Truck Driver (BC 07)	\$22.52
Tree Trimmer Equipment Operator (BC 08)	\$23.43

The successful Offeror may meet this obligation by posting a notice to this effect in the successful Offeror's place of business in an area accessible to all employees.

V. Inspection and Final Payment

The OHA shall retain the right to inspect the contract work prior to final payment.

Only a single award will be made to the lowest and responsive quote. All interested Offeror's are to provide a price quote on the State of Hawai'i eProcurement system (HiePRO). In the comment section, enter the appropriate license number(s).

Quote Due Date: Friday, April 14, 2017; 4:00 p.m. HST

Hand-delivered, emailed and/or Facsimile transmission shall NOT be accepted.

The RFQ may be canceled when it is determined to be in the best interest of the OHA.

If you have any questions, you may contact Miki Lene, 'Aho Pueo Kū'ai, Procurement Specialist, by email mikic@oha.org or by phone (808) 594-1993.