

Division of Aquatic Resources

INVITATION FOR BIDS
No. IFB-2023-02

OFFERS
FOR


Towable Air Curtain Burner

STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES

WILL BE RECEIVED UP TO 2:00 PM (HST) ON

April 20, 2023

ELECTRONICALLY THROUGH THE STATE OF HAWAII ELECTRONIC
PROCUREMENT SYSTEM (HIePRO).



Laura A Jackson
DAR Procurement Officer

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAII 96813

NOTICE TO OFFERORS

Specifications for Solicitation No. **DAR-IFB-2023-02 Towable Air Curtain Burner** are available for download on the State of Hawaii Electronic Procurement System (HlePRO). **All offers are due through electronic submittal on HlePRO by:**

Offers are due: Date: April 20, 2023
Time: 2:00 PM (HST)

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawaii Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit their original signed offer for DAR-IFB-2023-02 uploaded to HlePRO.

The award, if awarded, shall be subject to the availability of funds.

Should there be any question on this matter, please contact Laura Jackson or designee, email: laura.a.jackson@hawaii.gov.

SECTION ONE

1.1 INTRODUCTION

The State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Aquatic Resources (DAR) is responsible for non-native vegetation removal at several projects on Oahu. This air curtain burner will be used to dispose of invasive mangrove and other non-native vegetation in these project areas. The purpose of this solicitation is to acquire the towable air curtain burner needed to perform this work.

DAR Principal Investigator: Anthony Olegario, Watershed Restoration Coordinator, anthony.o.olegario@hawaii.gov

1.2 CANCELLATION

This invitation for bids (IFB) may be canceled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

SECTION TWO

2.1 PROJECT OVERVIEW

The purpose of this project is for the Department of Land and Natural Resources, Division of Aquatic Resources to procure one towable air curtain burner to be used to dispose of invasive mangrove and other non-native vegetation in DAR project areas.

2.2 DETAILED SPECIFICATIONS

Winning bidder/contractor will supply one (1) @ towable air curtain burner with the following, or similar, specifications:

- In compliance with the requirements of the US EPA 40CFR60.
- Self-contained and completely assembled above ground.
- Assembled ready for immediate use.
- Security locks around the power source.
- Designed for the environmentally sound high temperature reduction of clean wood waste in forestry and agriculture.
- A fully welded steel frame, dual torsion axles and heavy-duty tires for on and off-road use; Self-adjusting electric brakes on all wheels: Break-away system; Heavy duty adjustable hitch, pintle or ball type (2 5/16" (58.75mm) for towing; Mechanical jack stand. Standard trailer lighting package.

- Key switch, tachometer, hour meter, fuel gauge, oil pressure and water temperature indicators with safety shutdown feature; Lockable instrument panel.
- Fitted with a refractory lined burn-container that is raised and lowered by a hydraulic lift system.
- Ability to be used for disaster recovery and DHS/FEMA contingencies.

The Air Burner and accessories are to be delivered to:
 DLNR-Division of Aquatic Resources
 Anuenue Fisheries Research Center (AFRC)
 1039 Sand Island Parkway
 Honolulu, HI 96819

Requested delivery date is by August 1, 2023. Delivery and assembly shall be included in your bid price.

2.3 OFFEROR’S QUALIFICATIONS

The previous specifications are minimum qualifications the Offeror shall provide in their submittal to be eligible for evaluation. The Offeror’s submittal should be sufficiently detailed to clearly show how each of the minimum specifications are met.

Offeror shall meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Offeror to be rejected from further evaluation. Offeror shall also be Compliant of rules and regulations through Hawaii Compliance Express (HCE).

2.4 OFFER/BID

Offeror shall submit Offer / Bid as requested in following specifications, and it *must* be uploaded to HlePRO. Offer/Bid Shall include:

1. Submitting organization, contact name, site office address, phone number, email contact,
2. Description of towable air curtain burner and estimated schedule of delivery,
3. Certificate of Vendor Compliance through the Hawaii Compliance Express.

2.5 OFFEROR’S RESPONSIBILITIES

1. Issues brought to the Offeror’s attention must be addressed within twenty-four (24) hours.

2. Selected Offeror must provide project update briefings to DAR Principal Investigator.

2.6 DAR RESPONSIBILITIES

1. Review and approve project deliverables.
2. Issue payment to Contractor upon receiving acceptable deliverables and appropriate invoices.

2.7 TERM OF CONTRACT

Successful Offeror shall receive a Purchase Order and Notice to Proceed to commence work on this project. The winning IFB contract performance period is to deliver the Towable Air Curtain Burner by August 1, 2023, with a mutually agreed upon option of No Cost Extensions for 2 @ 2-month periods. Invoices shall reference the Purchase Order number and vendor shall be Compliant with rules and regulations through Hawaii Compliance Express (HCE) at the time of invoicing and payment.

2.8 FUNDING, COMPENSATION, AND PAYMENT SCHEDULE

Funding is limited to Federal Award F21AP01018 and subject to availability. Payment shall be made upon receipt of the Air Curtain Burner at AFRC, submission of signed invoices, as requested and upon review and acceptance by the State. The winning contractor shall be compliant through Hawaii Compliance Express (HCE) at the time of award, invoices, and payments.

SECTION THREE

3.1 OFFERORS AUTHORITY TO SUBMIT PROPOSAL

The state will not participate in determinations regarding the Offeror's authority to sell a product or service. If there is a question or doubt regarding the Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

Before submitting a proposal, each Offeror must thoroughly and carefully examine this IFB, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the IFB. Offeror must also become familiar with State, local, and Federal laws,

statutes, ordinances, rules, and regulations, permits, that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the IFB, Offeror shall notify the Division of Aquatic Resources in writing. This will allow the issuance of any necessary corrections and/or amendments to the IFB by addendum and mitigate reliance of a defective solicitation and exposure of preproposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this IFB. The State shall not reimburse such costs.

3.4 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.5 CONFIDENTIAL INFORMATION

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this IFB in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.6 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the IFB, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the IFB section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.7 PROPOSAL FORMS

To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this IFB and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the IFB or in any subsequent addendum may be rejected without further consideration.

3.8 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.9 MISTAKES IN PROPOSALS

Mistakes in proposals shall not be corrected after award of contract.

When the procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clear on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or

corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.