

GENERAL INFORMATION AND INSTRUCTIONS

Contractor shall comply with all requirements set forth in the IFB documents, including these instructions, the scope of work and/or specifications, all contract terms and conditions, special provisions, and attachments or exhibits (hereinafter, collectively referred to as "Solicitation Documents"). The Solicitation Documents shall be incorporated by reference and made a part of any resultant agreement ("Contract") awarded as a result of this IFB.

1.1 DEFINITIONS

- 1.1.1 AG: State of Hawaii Attorney General.
- 1.1.2 Bid Form: Form of Bid, which is used to submit pricing information.
- 1.1.3 Bidder or Offeror: Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
- 1.1.4 Solicitation Documents: IFB Instructions, Specifications, any special provisions and applicable attachments and exhibits.
- 1.1.5 Contract: Form AG-003 Contract for Goods and Services based on Competitive Sealed Bids.
- 1.1.6 Contract Documents: The Contract, amendments (which pertain to the Contract Documents), Contractor's bid documents (including appropriate accompanying bid documentation and post bid documentation) when attached as an exhibit to the contract, the Notice to Proceed, the Bonds, the bid documents, change orders, field orders, any written order for changes and interpretations and clarifications issued on or after the effective date of the contract.
- 1.1.7 Contractor: Any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State and acting directly or through its agents or employees.
- 1.1.8 Firm: A sole proprietor, corporation, joint venture, limited liability partnership, limited liability corporation, partnership, association, or any other legal business entity.
- 1.1.9 GET: General Excise Tax.
- 1.1.10 HCE: Hawaii Compliance Express.
- 1.1.11 HHFDC: Hawaii Housing Finance & Development Corporation.

- 1.1.12 HAR: Hawaii Administrative Rules.
- 1.1.13 HRS: Hawaii Revised Statutes.
- 1.1.14 IFB: Invitation for Bids, all documents, whether attached or incorporated by reference, utilized for soliciting bids.
- 1.1.15 ISA: International Society of Arboriculture
- 1.1.16 STATE: State of Hawaii, HHFDC.
- 1.1.17 HOPA: Head of the Purchasing Agency (typically, the HHFDC Executive Director).
- 1.1.18 Procurement Officer: The HHFDC Executive Director or designee.

1.2 SOLICITATION SCHEDULE

Date IFB Advertised	February 14, 2024
Pre-Bid Site Visit	February 21, 2024 at 10:00 am
Deadline for Questions or Clarification Requests	February 23, 2024 No later than 4:30 PM, HST
Date of HHFDC Response to Questions or Clarifications	February 27, 2024
Bids Due	February 29, 2024 No later than 2:00PM, HST
Notice of Intent to Award	TBD
Contract Start Date	TBD

Note: The schedule provided above is subject to change at the discretion of HHFDC.

1.3 SOLICITATION CONTACT

Norman Jimeno Jr, Project Manager
 Development Support Unit
 Telephone: (808) 587-0524
 Email: norman.jimeno.jr@hawaii.gov

1.4 ELECTRONIC PROCUREMENT

This solicitation is being conducted on the State of Hawaii eProcurement system (HlePRO). The State has established HlePRO to electronically solicit and receive offers for procurements. Bidders interested in responding to this electronic solicitation must be registered on HlePRO to participate in this procurement. To register on HlePRO, go to the HlePRO website at <https://hiepro.ehawaii.gov/> and click on the “Sign Up” link.

Bidders must access the Solicitation Documents on the HlePRO website and all responses to the IFB must be submitted on HlePRO. Only responses made through HlePRO will be accepted for this solicitation.

Award(s) resulting from this solicitation, if any, are subject to a mandatory HlePRO transaction fee equal to 0.75% (0.0075) of the award amount, not to exceed \$5000 for the total contract term. This transaction fee shall be due upon award, based on the initial award amount or estimated amount, and shall be payable to Tyler Hawaii, the vendor administering HlePRO.

Tyler Hawaii shall invoice the awarded bidder directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. Tyler Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

1.5 BID REQUIREMENTS

1.5.1 Bidder shall complete, sign, and submit the forms and items listed below. All required forms shall be submitted to HHFDC **through HlePRO** on or before the Bids Due date in the Solicitation Schedule above, as amended by any addenda to the IFB. **Any bidder failing to meet this requirement may be deemed non-responsive and not considered for award.**

- Statement of Bidder Experience (SBCE-1 to SBCE-2)
- Form of Bid (P - 1 to P - 14)
- Non-Default Affidavit (NDA-1)
- Non-Collusive Affidavit (NCA-1)
- Non-Gratuity Affidavit (NGA-1)
- Proof of ISA-Certified Arborist Certification

1.5.2 **Form of Bid.** Bidder shall complete, sign and submit the Form of Bid using Bidder's exact legal name as registered with the DCCA, as applicable. By submitting a completed and signed Form of Bid, Bidder attests as follows:

1.5.2.1 If unsigned, the bid will be automatically rejected unless accompanied by other material containing a signature indicating the Bidder's intent to be bound. If bidder's offer is the lowest responsive bid, the bidder must submit the complete original offer with all required forms within five (5) working days from the notification of intent to award.

1.5.2.2 Bidder is registered and/or licensed to do business in the State of Hawaii and will pay such taxes on all sales made to the State of Hawaii.

1.5.2.3 Bidder shall comply with the requirements of section 103-55,

HRS, relating to wages, hours, and working conditions of employees of contractors performing services. For services performed by laborers and mechanics, a certified copy of all payrolls shall be submitted weekly to HHFDC for review.

1.5.2.4 The information provided is accurate to the best of bidder's knowledge and the contracting office is authorized to contact and confirm the stated information.

1.5.2.5 Failure to complete and provide all information requested in this IFB may result in automatic bid rejection.

1.5.3 **Taxpayer Preference.** For evaluation purposes, pursuant to Chapter 103D-1008, HRS, the Bidder's tax-exempt price bid submitted in response to this IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

1.5.4 **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET, however, a bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

1.5.5 **Statement of Bidder Experience**

Bidder shall complete and submit with its bid the Statement of Bidder's Contractor Experience to assist HHFDC in determining if bidder is responsible and has adequate qualifications and capacity to perform the work.

1.6 BIDDER QUALIFICATION

1.6.1 Minimum Qualifications.

1.6.1.1 Bidder must be authorized to conduct business in the State of Hawaii at the time of award. This means that the bidder is registered as a business with the State of Hawaii Department of Commerce and Consumer Affairs and is compliant with all laws governing businesses in the State of Hawaii. The most expedient way to register with the State and ensure compliance is through the State's Hawaii Compliance Express (HCE) system at: <https://vendors.ehawaii.gov/hce/>.

1.6.1.2 Bidders must possess Specialty Contractor License "C-27b" License and a valid State of Hawaii General Excise Tax

License to be eligible to bid.

1.6.1.3 Bidder must have an International Society of Arboriculture (ISA) Certified Arborist meeting the minimum qualifications specified in the Technical Specifications. Proof of credentials is required to be submitted with the bid.

- 1.6.2 Performance Capability. Bidders must be capable of performing the work for which bids are invited and must be capable of entering into a public contract of \$25,000 (twenty-five thousand dollars) or more.
- 1.6.3 Disqualification. Any persons, firm or corporation where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently on any previous contract with the HHFDC, may be disqualified.
- 1.6.4 Permanent Office Location. Bidder shall have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding this contract. An answering service is acceptable provided a response is made within four (4) hours of the initial call from the Contract Administrator.
- 1.6.5 Supplies. Bidder shall have adequate equipment and capacity to perform and complete the work specified herein within the period specified.
- 1.6.6 Responsibility of Bidder. Pursuant to section Chapter 103D-310(c), HRS, the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State. The most expedient way to show proof of compliance for award purposes is to register online with the Hawaii Compliance Express (HCE) system at:
<https://vendors.ehawaii.gov/hce/>.
- Any Bidder making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to section 103D-302, HRS.
- 1.6.7 The Procurement Officer shall make a determination of responsibility or non-responsibility of bidder or prospective bidder based on available information.
- 1.6.8 If the Procurement Officer requires additional information, the bidder or prospective bidder may be required to provide follow-up information requested by HHFDC.

- 1.6.9 The requested information shall be furnished upon request within two working days or longer, as determined by the procurement officer.
- 1.6.10 Failure to furnish the requested information within the time allowed may be grounds for determination of non-responsibility.

1.7 PRE-BID CONFERENCE AND/OR SITE VISIT

- 1.7.1 A pre-bid conference and/or site visit will be held at the date and time indicated in the Solicitation Schedule above, as amended. Attendance is not mandatory, but interested parties are strongly encouraged to attend.

1.8 INTERPRETATIONS AND ADDENDA

- 1.8.1 All questions about the meaning or intent of the Solicitation Documents are to be submitted to the IFB Contact in writing **through the HlePRO Questions & Answer** function by the Deadline for Questions or Clarification Requests specified in the Solicitation Schedule above, as amended. Interpretations or clarifications considered necessary by HHFDC in response to such questions will be issued by addendum to the IFB. Questions received after the time specified in the Solicitation Schedule, as amended, will not be addressed. Only responses to questions addressed by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 1.8.2 Addenda may also be issued to modify the Solicitation Documents at the discretion of HHFDC.

1.9 ELECTRONIC SUBMISSION OF OFFER

The offer shall be submitted and received electronically through the HlePRO website. The electronically submitted offer shall be considered the original. Any offers received after the due date and time, or any offers not received on the HlePRO website, including faxed, hand delivered or e-mailed offers, shall not be accepted or considered for award.

- 1.9.1 Bidder shall review all instructions included with the HlePRO solicitation. Bidders are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.
- 1.9.2 Bidders are advised to not wait until the last minute to submit their offer on HlePRO. Bidders should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.

- 1.9.3 The submission of an offer shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- 1.9.4 If the Bidder's offer is the lowest responsive bid, Bidder is required to submit the complete original offer, with the original bid bond, if required, so that it is received within five (5) working days from the notification of intent to award.

1.10 SUBMISSION OF BID

- 1.10.1 Bid Due Date. All bids shall be received on HlePRO no later than the date and time indicated in the Solicitation Schedule above, as amended by any addenda to this IFB. **Late bids shall not be considered.**
- 1.10.2 Format. Offers shall be submitted as attachments on HlePRO using the forms provided in the IFB.
- 1.10.3 Proprietary/Confidential Information. Proprietary information shall be contained in a separate file that is clearly identified as proprietary/confidential information.
- 1.10.4 Bid Samples. Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested and will not be deemed to vary any of the provisions of the IFB.
- 1.10.5 Cancellation or Rejection of Bids. The solicitation may be cancelled, or the bids may be rejected, in whole or in part, when in the best interest of HHFDC, as provided in §3-122-95 through §3-122-97, HAR.
- 1.10.6 Certification of Independent Cost Determination. By submitting a bid and applicable bid document, bidder certifies as follows:
- 1.10.6.1 The costs in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
- 1.10.6.2 Unless otherwise required by law, the cost which has been quoted on the prescribed Form of Bid for the respective job has not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
- 1.10.6.3 No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of

restricting competition.

1.11 MODIFICATION AND WITHDRAWAL OF BIDS

1.11.1 Pre-opening modification or withdrawal of offer. Bids may be modified or withdrawn prior to the established due date as follows:

1.11.2 Modification of bids

1.11.2.1 A written notice accompanying the actual modification received by HHFDC, stating that a modification to the bid or proposal is submitted; or

1.11.2.2 A facsimile or electronic notice accompanying the actual modification submitted either by facsimile machine, electronic mail, or an electronic procurement system pursuant to section 3-122-9, HAR, to HHFDC; provided if other than through an electronic system, offeror submits the actual written notice and modification within two (2) working days of receipt of the facsimile or the electronic transmittal.

1.11.3 Withdrawal of bids

1.11.3.1 A written notice received in the office designated in the solicitation; or

1.11.3.2 A notice by facsimile machine or other electronic method pursuant to section 3-122-9, HAR, to the office designated in the solicitation.

1.11.4 Late withdrawal or modification. A late withdrawal or modification will not be accepted unless such withdrawal or modification is made in accordance with section 3-122-31, HAR.

1.12 TAX LIABILITY

1.12.1 All bids shall include the State General Excise Tax (GET) and/or any other applicable taxes. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and, if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.0% rate for sales made on Oahu, Hawaii, Maui, Kauai, Molokai and Lanai or the applicable tax.

1.12.2 If a Bidder is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

1.13 REQUIRED REVIEW

- 1.13.1 Before submitting an offer, each Bidder must thoroughly and carefully examine this solicitation, any attachment, addendum, and other relevant document, to ensure Bidder understands the requirements of the solicitation. Bidder must also become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- 1.13.2 Should Bidder find defects and questionable or objectionable items in the solicitation, Bidder shall notify the HHFDC as soon as possible. This will allow the issuance of any necessary corrections and/or amendments to the solicitation by addendum and mitigate reliance of a defective solicitation upon which award could not be made.

1.14 CONFIDENTIAL INFORMATION

- 1.14.1 If a person believes that any portion of a bid, proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this IFB should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.
- 1.14.2 An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- 1.14.3 Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

1.15 CANCELLATION OF BID PROCESS

The IFB may be canceled, or any or all bids may be rejected, in whole or in part, when it is in the best interests of HHFDC as determined by HHFDC in its sole discretion.

1.16 RECEIPT AND OPENING OF BIDS

All bids shall be received **on HlePRO** no later than the date and time indicated in the Solicitation Schedule above, as amended by any addenda to this IFB. **Late bids**

shall not be considered.

1.17 BID ACCEPTANCE

A bid may not be withdrawn for up to ninety (90) calendar days after the opening of bids or any extension of time thereafter, as may be requested by the Procurement Officer. During that time, the bid prices shall remain firm and bids may not be withdrawn without penalty, unless otherwise required by law.

1.18 OFFER PREPARATION COSTS

Any and all costs incurred by the Bidder in preparing or submitting an offer shall be the Bidder's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.

1.19 INSURANCE REQUIREMENTS

Refer to Exhibit A, Form of Contract, for Insurance Requirements. The requirements are in Attachment – S5, Special Conditions, of the Form of Contract.

1.20 SPECIAL LEGAL REQUIREMENTS

Nondiscrimination - No person performing work under this Contract, including any subcontractor, employee, or agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

END OF INSTRUCTIONS