

DAVID Y. IGE
Governor

JOSH GREEN
Lt. Governor



JAMES J. NAKATANI
Executive Director

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

235 S. Beretania Street, Room 205
Honolulu, HI 96813
Phone: (808) 586-0186 Fax: (808) 586-0189

IFB-19-200-050

Vehicle Barriers and Security Fence
Whitmore/Wahiawa, Oahu
April 2019

INSTRUCTION TO BIDDERS

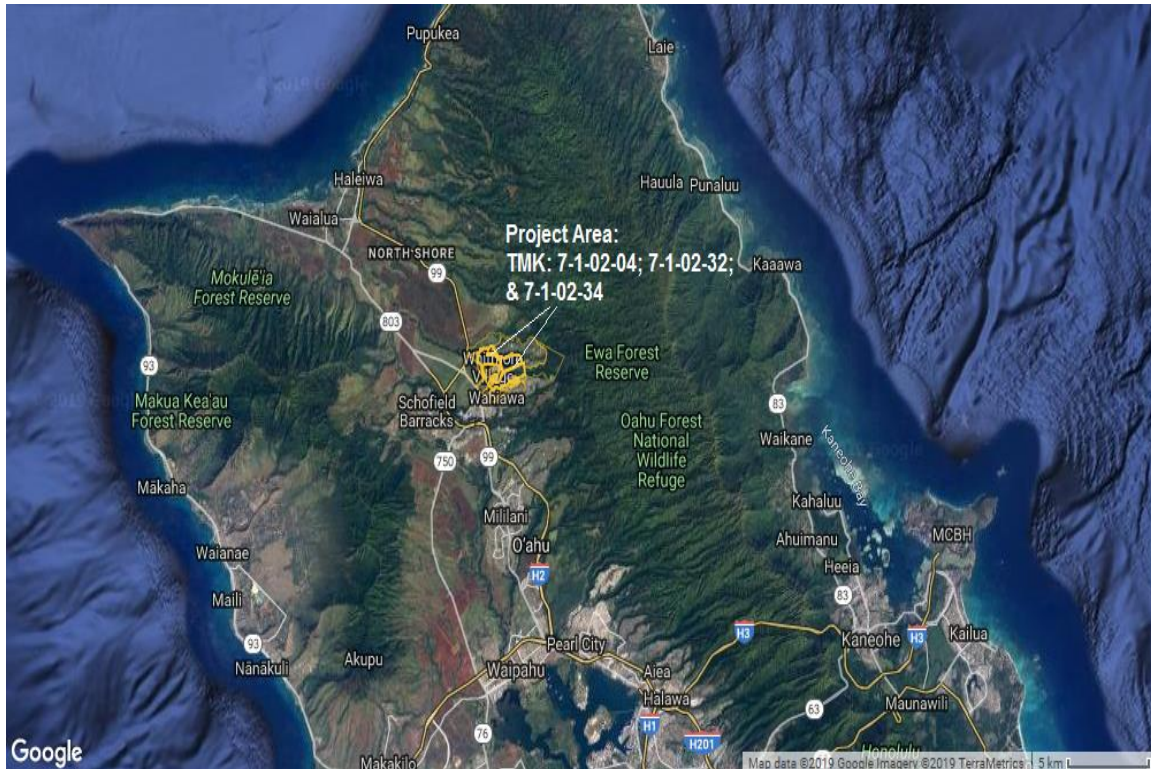


Exhibit 1

1. INTRODUCTION

Pursuant to §103D-302, Hawaii Revised Statutes, the State of Hawaii, Agribusiness Development Corporation (hereinafter referred to as “ADC”) is interested in procuring services to fabricate and install vehicle barriers and security fencing in Whitmore, Oahu; Tax Map Key (1) 7-1-02-4; (1) 7-1-02-32 & (1) 7-1-02-34 shown in Exhibit 1 above. The services include fabricating and

installing the required materials for vehicle barriers and security fencing. All costs including cost of the materials, taxes, delivery, installation, and any associated cost shall be included in the bid provided by the Bidder.

2. TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The Executive Director of the Agribusiness Development Corp.
State	=	All agencies, including Agribusiness Development Corporation, participating in this agreement.
CPO	=	The Chief Procurement Officer of the State Procurement Office of the State of Hawaii.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, P.O. Box 119, Honolulu, Hawaii 96810-0119.
ADC	=	Agribusiness Development Corporation, located at 235 South Beretania Street, Room, 205, Honolulu, Hawaii 96813.
103D	=	103D General Conditions
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.
CA	=	Contract Administrator
GET	=	General Excise Tax
GC	=	State of Hawaii, Office of the Attorney General, 103D General Conditions, and/or Department of Land and Natural Resources Interim General Conditions, 1994, as amended
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
RFQ	=	Request for Quote

3. SPECIFICATIONS

Security Fence:



Exhibit 2

- A) Furnish and install 630 linear feet of six (6) feet-high chain-linked fence at 1116 Whitmore Ave., including top and bottom wire, post, tension wires, concrete footings, and appurtenances, all galvanized steel, in-place, complete. Location of the new fence is shown in Exhibit 2 above.
- B) Any dirt, rocks, vegetation and other debris shall be removed from the fence line by the Vendor so that the fence can be installed level. All removed debris, excluding dirt, rocks, and vegetation shall be disposed of by the Vendor away from the project site.
- C) Chain link fabric for fence shall be Zinc coated Steel wire. Mesh size shall be 2 inches. The mesh shall be woven with twisted and barbed salvage to both top and bottom. Fabric shall comply with ASTM F-668 Class 2.B.
- D) Posts shall be fabricated from Schedule 40 Galvanized Steel pipe conforming to ASTM F-1083.

- E) Tension and tie wire shall be No. 9 gauge Galvanized Steel wire with a 0.30 ounces per square foot minimum weight of zinc coating. The tie wires shall be spaced on line posts at intervals of approximately 12 inches, and on top wire and tension wires at intervals of approximately 24 inches.
- F) Concrete for the post footings shall be a minimum of 1,500 PSI. The post footing width and depth is 12 inches wide x 24 inches deep.
- G) The Vendor shall submit to ADC, shop drawings showing gate configuration(s) for approval before proceeding with gate fabrication.

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Vehicle Barriers:



Exhibit 3



Exhibit 4

- A) Fabricate and install three (3) single arm gate/vehicle barrier bars at 20 feet long and 40 inches from top of barrier bar. Locations shown above in Exhibit 3. An example of the vehicle barrier is shown in Exhibit 4.
- B) Any dirt, rocks, vegetation and other debris shall be removed from the area by the Vendor so that the gates can be installed level. All removed debris, excluding dirt, rocks, and vegetation shall be disposed of by the Vendor away from the project site.
- C) All materials shall meet American Society for Testing and Materials (ASTM) standards unless otherwise specified. The Gate system to be fabricated from Galvanized steel and all welds to be ground and zinc coated. Gate post to be Schedule 40 x eight (8) inches x eight (8) inches square buried at a minimum four (4) feet below grade in 24-inch concrete filled hole. Barrier bar to be four (4) inches x six (6) inches Schedule 40 galvanized steel with secure lock system (bell) so locks can't be cut.
- D) Welding shall be done in accordance with the latest American Welding Society (AWS) standards. Surfaces to be welded shall be free from loose scale, rust, grease, paint, and other foreign materials. No splicing of posts, rails or braces shall be allowed.
- E) Bolts and hardware including nuts and washers, shall conform to the requirements of ASTM as applicable.
- F) Concrete for post anchorage shall be a workable mixture of cement, fine and coarse aggregates, and water, containing not less than 6 bags of cement per cubic yard of concrete and not more than six (6) gallons of water per bag of cement. Commercially available concrete mixes meeting these requirements will be acceptable.
- G) The finished gates shall be protected with a coat of rust inhibitor primer and a topcoat of safety-yellow outdoor high-gloss enamel or high-performance latex paint. All surfaces to be painted shall be clean, dry, free from dust, rust, scale, oil, grease, and other detrimental foreign matter.
- H) The Vendor shall submit to ADC, shop drawings showing gate configuration(s) and locking mechanism for approval before proceeding with gate fabrication.
- I) The gates and latches shall be demonstrated to be fully operational after completion.

4. AUTHORITY

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars, and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form and to all further approvals as required by statutes, administrative rule, order, or other directives.

5. LOCATION OF PROJECT

The project is located in Whitmore/Wahiawa, Oahu; Tax Map Key (1) 7-1-02-04; (1) 7-1-02-32 and (1) 7-1-02-34 as shown in Exhibit 1 above. Nearest known address are Saipan Rd. and 1116 Whitmore Ave., Wahiawa, Hawaii 96786.

6. PROCUREMENT OFFICER

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing performance. The Procurement Officer for the Contract is:

James J. Nakatani
Executive Director
Agribusiness Development Corporation
235 South Beretania Street, Room 205
Honolulu, Hawaii 96813
Phone: (808) 586-0186, Facsimile: (808)586-0189

7. PROJECT COORDINATOR

The individual listed below is the primary point of contact from the date of release of this IFB and during the performance of the Scope of Work of this Contract

Ken Nakamoto
Project Manager

Agribusiness Development Corporation
235 South Beretania Street, Room 205
Honolulu, Hawaii 96813
Phone: (808) 586-0087
Facsimile: (808) 586-0189

8. PRE-BID MEETING AND SITE VISIT

The project site is in a secured area. Interested Offerors are highly recommended to attend the pre-bid meeting and site visit to address any questions and concerns that offerors may have regarding the specifications or any other items in this solicitation and to familiarize the offerors with the site where the scope of work is to be performed.

A pre-bid meeting and site visit will be held on **Tuesday, April 23, 2019 at 10:00 a.m.**, Meet at the Dole Foods Office located 1116 Whitmore Ave., Wahiawa, HI 96786. **This will be the only pre-bid meeting and site visit for IFB-19-200-050.**

Submission of an offer to the solicitation shall indicate that Offeror understands the scope of services to be provided and accepts the terms and conditions of the resulting contract, if awarded. No additional compensation subsequent to bid opening shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

9. BID PREPARATION

Bid Submittal: Bids shall be submitted through HlePRO.

NO OFFERS WILL BE ACCEPTED AFTER THE DEADLINE SET FOR SUBMITTING OFFERS.

Legal Name. Offers shall be submitted using the Offeror's exact legal name as registered with the State Department of Commerce and Consumer Affairs. An Offeror shall indicate its exact legal name in the appropriate spaces on the Bid Form.

Offer Price. The offer price shall be the all-inclusive price to perform the services as specified herein. The offer price shall be the all-inclusive price and includes, but is not be limited to, all labor, supervision, materials, equipment, ground transportation, lodging, taxes, and any other costs for providing the services herein.

Acceptance of offer, if any, shall be made within thirty (30) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the thirty (30) day period or longer as mutually agreed upon by the Offeror and the State.

Submission of Questions and Quote: Interested Offeror's shall submit their questions on HlePRO before the deadline of Friday, April 26, 2019, 2:00 p.m. Answers will be posted by HlePRO on Wednesday, May 1, 2019, 4:00 p.m.

- **Quotes shall be submitted on HlePRO no later than 2:00 p.m. on Friday, May 3, 2019. The bids shall be all-inclusive of materials, equipment, shipping, installation, taxes, and any other incidental costs.**

10. **DELIVERY DATE**

The deliverables shall be completed no later than September 1, 2019.

11. **RESPONSIBILITY OF OFFERORS**

Bidder is advised that if awarded a contract under this solicitation, the Bidder shall, be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. **Chapter 237, tax clearance;**
2. **Chapter 383, unemployment insurance;**
3. **Chapter 386, workers' compensation;**
4. **Chapter 392, temporary disability insurance;**
5. **Chapter 393, prepaid health care; and**
6. **Chapter 103D-310(c), Certificate of Good Standing (COGS) for awards \$2,500 or greater.**

The State will verify compliance on Hawaii Compliance Express (HCE) for awards \$2,500 or greater.

The HCE is an electronic system that allows vendors, contractors and services providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs.

Vendors, contractors and service providers should register online with Hawaii Compliance Express (HCE) prior to submitting an offer at <http://vendors.ehawaii.gov>. The annual registration fee is \$12.00 payable to Hawaii Information Consortium, LLC (HIC).

If you have any questions, please call: Hawaii Information Consortium, LLC
Phone no. 695-4620 or
Email: info@ehawaii.gov.

The “Certificate of Vendor Compliance” is accepted for both contracting and final payment.

Paper documents as proof of compliance are NOT ACCEPTABLE. Offerors are advised that the following paper compliance documents will no longer be accepted:

Tax Clearance Form A-6;
Certificate Of Compliance, DLIR Form LIR#27
Certificate Of Good Standing, DCCA (BREG).

Timely Submission of Compliance Document. The “**Certificate of Vendor Compliance**” must be submitted to the ADC **within ten (10) working days from the date the request is made.** If the certificate is not submitted on a timely basis, an otherwise responsive offer from a responsible Bidder may not receive the award.

It is recommended that Bidders register with Hawaii Compliance Express (HCE) prior to responding to a solicitation to ensure timely submittal when requested. Bidders should be aware that it may take up to thirty (30) working days to establish a compliance status.

12. ADDENDA OR BULLETINS

Any addendum or bulletin issued during the bidding period is part of the documents furnished to the bidder for the preparation of the Bid, and shall be made a part of the Bid and the contract. **The Bidder is responsible to check the HlePRO solicitation for issuance of any addendum or bulletin for this project prior to submitting the bid.** Failure of any bidder to review any addendum or bulletin shall not relieve the bidder from any obligation under the bid as submitted.

13. CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies as follows:

1. The costs in its offer have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in its offer have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit an offer for the purpose of restricting competition, bid rigging, or other unlawful purpose.

14. **NOTICE TO PROCEED**

Work will commence on the official commencement date specified on the written Notice to Proceed.

No work is to be undertaken by the Vendor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Vendor prior to the work start date.

15. **PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services, to make payment in accordance with the Purchase Order. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Vendor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The State will base payment on invoices submitted by the Vendor for satisfactorily completed work. Payment will be subject to reduction for overpayments or increase of underpayments on preceding payments to the Vendor.