



KAHO'OLAWE ISLAND RESERVE COMMISSION

RELEASE DATE: January 11, 2021

INVITATION FOR BIDS IFB No. OCN21-PLANTS01

FURNISH AND DELIVER NATIVE HAWAIIAN 'AKI'AKI PLANTS

WILL BE RECEIVED UP TO 2:30 P.M. (HST) ON
JANUARY 25 , 2021
THROUGH THE HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIEPRO)

Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, Hawaii 96793

IFB No. OCN21-PLANTS01

FURNISH AND DELIVER NATIVE HAWAIIAN PLANTS
KAHO`OLAWA ISLAND RESERVE COMMISSION
IFB No. OCN21-PLANTS01

Procurement Officer
Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, Hawaii 96793

Dear Procurement Officer:

The procurement conducted for the specified goods and/or services are pursuant to Hawaii Revised Statutes (HRS) Chapter 103D and its Hawaii Administrative Rules (HAR). The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Conditions, General Provisions, dated April 2013, as amended, and the AG General Conditions, Form AG-008, dated 10/15/13 attached herein, all in accordance with true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) Offeror is declaring that offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror 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. _____

Federal 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.: _____

Fax No.: _____

Name and Title (Please Type or Print)

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:

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)**

Reference: _____
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____
Print Name: _____
Title: _____
Date: _____

SPECIFICATIONS

SCOPE OF WORK

Bidder shall furnish and deliver a total of 9,000 Native Hawaiian 'aki'aki (*Sporobolus virginicus*) plants to the Kaho'olawe Island Reserve Commission (KIRC) for coastal restoration projects on Kaho'olawe Island over the time period of February 15, 2021 through December 3, 2021.

A. Plant Specifications

1. All plants will be grown on raised benches, weed cloth-covered ground, plastic covered ground, or cement slab in a certified nursery.
2. Seeds and or cuttings for plants will come from dryland habitats from the islands of Maui, Lana'i and Moloka'i.
3. Plant containers will be 1.5 X 7.25 inch dibble tubes with a minimum cell volume of 9.6 cubic inches. (Example: Steuwe & Sons SC10 "Cone-tainers"). Plants will be grown in a sterile medium. Plants will be free of nematodes.
4. Height requirements and or plant length for out plantings will be at least 1 inch.
5. Root structure development will be well established, but without being root bound within containers.
6. Plants will show overall vigor in leaf, stem and root structure.

B. Delivery Specifications

1. Plants and specified quantities will be delivered to the KIRC Kihei Boat House, Kihei, Maui on specified dates as determined by the contract. The most likely scenario for plant delivery will be 900 native plants on a monthly basis.
2. Upon delivery, all plants will be free of alien plants, free of nematodes, free of fungal or other diseases, free of ants, and or any type of alien organism that may be harmful to the restoration efforts on the island of Kaho'olawe. Plants will be inspected upon delivery. If the shipment does not meet agreed standards, the plants will be rejected. It is the responsibility of the vendor to remove the plants from the Kihei Boat House facility.
3. Shipping boxes and containers in which plants come in will be free of unwanted alien organism. Containers will weigh no more than 50 lbs per container.

The State of Hawai'i, Department of Land and Natural Resources, KIRC, is the entity that regulates all access and activities within the Kaho'olawe Island reserve. The furnishing and delivery of the Plants to the Kaho'olawe Island Reserve Commission shall be subject to the Minimum specifications, Special Provisions and General Terms and Conditions.

SPECIAL CONDITIONS

1. The bids shall be subject to The Minimum Specifications, Special Provisions, Offer Form and General Terms and Conditions in this order of Priority.
2. Offer shall include all applicable taxes and delivery charges F.O.B. to the Kaho'olawe Island Reserve Commission (KIRC) Boat House at 2780 South Kihei Road, Kihei, HI 96753. Call the KIRC office to arrange delivery date/time at 808-243-5020.
3. Bidder shall complete the offer form, enclosing any current literature describing the plants offered, if applicable.
4. The plants shall be delivered according to the Delivery Instructions, above.
5. The Kaho'olawe Island Reserve Commission Executive Director reserves the right –
 - a. to accept or reject any or all offers and to waive any minor or inadvertent discrepancy in the bid documents;
 - b. to withhold confirmation of award for a period of thirty (30) calendar days from the date of bid closing; and
 - c. to increase or decrease the quantity any time prior to award, and the vendor agrees not to claim loss of profit from this change.
6. Bidder shall not submit more than one (1) offer form. Multiple offers shall be cause for rejection of all offers from that bidder.
7. A Purchase Order shall be awarded to the lowest responsible and responsive bidder, based on the NET TOTAL OUTRIGHT PURCHASE PRICE FOR THE TOTAL NUMBER OF PLANTS. Incomplete, conditional and irregular bids shall be rejected.
8. Whenever there is a mathematical error, the unit price shall govern.
9. A bid bond and performance bond shall not be required.
10. Any and all questions shall be posted on HlePro. Any and all changes to this IFB will be made by KIRC in the form of written addenda that will be posted on HlePro.
11. General Terms and Conditions are included with this solicitation.
12. Prior to award, the successful offeror must be registered with Hawai'i Compliance Express and be compliant therein and remain so throughout the life of the contract. This certification is required prior to an award of contract. The Hawai'i Compliance Express website link is <http://vendors.ehawaii.gov>.

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 statute, administrative rule, order, or other directive.

DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror must be registered as a Vendor in the Hawaii Electronic Procurement System (HlePRO). Vendor will submit quote electronically. Notice of award will be issued on HlePRO.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB 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.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have 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.
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.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name 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, page OF-1. Failure to do so may delay proper execution of the contract.

Page OF-1 may be submitted with the offer on HlePRO, but an original must be mailed to the Procurement Officer with an original, authorized signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Quotation. Print out and complete the Offer Form and attach to your response. Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein.

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 General Excise tax (GET) at the current rate for each county. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an 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.

SUBMISSION OF OFFER

Offerors shall be received through HlePRO no later than the date and time slated on the cover page of the IFB and as stated in HlePRO. Timely receipts of offers shall be evidenced by the date and time registered by the HlePRO system.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest offer.

Responsibility of Lowest Responsive Bidder. Pursuant to §103D-310(c), HRS. The selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawai'i Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service 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/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE as soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an offeror will not receive the award.

ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty-day period or a longer period as may be allowed upon mutual agreement of the parties.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

INVOICING

Invoices shall be payable upon certification by the Contract Administrator that the Contractor has satisfactorily performed the required services.

Contractor shall submit an original, indisputable original, invoice to the following address:
Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, HI 96793

Invoice shall reference both the contract number and the IFB number.

A Certificate of Compliance from HCE for final payment on the contract and an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. 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 Contractor 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.

LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions. Liquidated damages is fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

PROTEST

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; 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.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, 811 Kolu Street, Suite 201, Wailuku, HI 96793.