

INVITATION FOR BIDS (IFB) NO. 24-7351
TO
FURNISH AND DELIVER
PACKAGE HOME PLANS, PERMITS AND BUILDING MATERIALS
FOR
HAWAII COMMUNITY COLLEGE
UNIVERSITY OF HAWAII
HILO, HAWAII

NOVEMBER, 2023

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE REVIEWED AND THAT THE MANDATORY BID FORM IS SUBMITTED AS PART OF THEIR BID PACKAGE.

NOTICE TO BIDDERS

The University of Hawaii IFB No. 24-7351, to Furnish and Deliver Package Home Plans, Permits, and Building Materials for Hawaii Community College, University of Hawaii, Hilo, Hawaii is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., Hawaii Standard Time, December 8, 2023.** Bids received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HlePRO. Bidders are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files (Mandatory Bid Form) are attached to their bid prior to the IFB due date and time. The University shall not be responsible for any delay or failure of any Bidder to submit any materials updated through the IFB process on a timely basis.

Electronic Procurement

Bidders interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: https://hiepro.ehawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the IFB, to receive the Mandatory Bid Form and other Bid requirements, issue Amendments, and make award for the IFB. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this IFB through reference. Bidders shall review all special instructions located in HlePRO.

Questions and Clarifications

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **November 27, 2023** at 4:00 p.m., Hawaii Standard Time. Responses will be posted on **December 1, 2023**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner
President, University of Hawaii

Posting Date: **November 20, 2023**

Vendors are responsible for notifying the Procurement Specialist Kurt Minato (e-mail: minato@hawaii.edu) for accessibility concerns related to this IFB

BID REQUIREMENTS

PACKAGE HOME PLANS, PERMITS AND BUILDING MATERIAL FOR HAWAII COMMUNITY COLLEGE

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 24-7351, TO FURNISH AND DELIVER PACKAGE HOME PLANS, PERMIT, AND BUILDING MATERIALS FOR HAWAII COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, HILO, HAWAII and offers to furnish and deliver all items within 5 days are the Notice to Proceed with the exception of drywall materials which shall be delivered on or before February 29, 2024, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AMOUNT OF ITEMS 1 – 298**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the Package Home Plans, Permits, and Building Materials required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. BACKGROUND

The Model Home Project which is a part of the Applied Technical Division at Hawaii Community College is the only program of its kind in Hawai'i and possibly the nation. For more than 50 years, students in construction trades programs have gained exceptional experience by building a real home every year for a Native Hawaiian family. Students build, wire, landscape and bless the homes in partnership with the Department of Hawaiian Home Lands. The Model Home Project was established in 1965, and since then more than 4,000 students have gained hands-on learning experience as they prepare for rewarding careers.

2. PACKAGE HOME

- a. The property is located at 360 Nahale-a Avenue, Hilo, Hawaii 96720
- b. The Contractor shall provide a package home which shall include, but not limited to, all plans and permits.
- c. Home shall be a THREE (3) bedroom, THREE (3) bath, 1,246 square feet of living area, two-car carport of 440 square feet, and storage of 30 square feet.
- d. Dimensions of the home shall not exceed 66 feet x 26 feet.
- e. The materials required by the University are provided as the Mandatory Bid Form of which the Contractor shall have delivered to the property location.

3. DELIVERY

All materials shall be delivered within FIVE (5) days after the Notice to Proceed to the property location with the exception of the drywall materials which shall be delivered on or before February 29, 2024.

4. DEFECTS/DAMAGES

Contractor shall be responsible for replacing, at no cost to the University, any material which is deemed defective or damaged to the extent that it is unusable and/or would affect the integrity of the home.

5. BRAND NAME OR ACCEPTABLE ALTERNATE

The brand name and model number(s) mentioned are used in this specification as a measure of quality and performance. Any brand or manufacture of acceptable or better quality and performance than that specified will be considered for acceptance by the University. However, the University reserves the right to reject and deny any substitution that it may, in its discretion, deem acceptable, and the findings in this regard shall be accepted by the bidder as final and binding.

All questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by **November 27, 2023**. Responses will be posted on **December 1, 2023**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made through HlePRO as a Question or in writing in accordance with the General Provisions to the Office of Procurement Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The furnishing and delivery of package home, plans, permit and building materials shall be in accordance with the terms and conditions of IFB No. 24-7351 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

2. AUTHORITY

IFB No. 24-7351 is issued under the provisions of Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer are Renee Dela Cruz, Electrical Installation and Maintenance, Phone (808) 934-2666 and Grant Kaaua, Carpentry, Phone (808) 934-2668.

4. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

5. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall be as follows:

a. Commercial General Liability Insurance. Commercial General Liability insurance written on occurrence basis with limits not less than the following:

- Bodily Injury and Property Damage: \$1,000,000.00 Each occurrence, \$2,000,000.00 General Aggregate
- Products and Completed Operations: \$2,000,000.00

- Personal/Advertising Injury – Each occurrence \$1,000,000.00
 - Medical Expenses -- Any one person \$5,000.00
- b. Automobile Liability: Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:
- Bodily Injury – Per Person \$1,000,000.00
 - Bodily Injury – Per Accident \$1,000,000.00
 - Property Damage – Each Accident \$1,000,000.00
- c. Umbrella/Excess Liability
- \$1,000,000.00 Each Occurrence
 - \$1,000,000.00 Aggregate
- d. Workers' Compensation Insurance. Workers' Compensation Insurance with coverage, amounts, and limits as required by law.
- e. Employers Liability Insurance. Employers Liability Insurance with limits not less than:
- Bodily Injury – Each Accident \$1,000,000.00
 - Bodily Injury by Disease – Policy Limit \$1,000,000.00
 - Bodily Injury by Disease – Each Employee \$1,000,000.00
- f. Professional Liability: Professional Liability Insurance, otherwise known as Errors and Omissions insurance, with types, endorsements, and limits sufficient to cover all activities under the Contract, with limits of not less than the following:
- \$1,000,000.00 per claim
 - \$1,000,000.00 aggregate

Issuance and quality of insurance coverage. Each policy of insurance shall be issued by a company or companies authorized to do business in the State of Hawai'i, with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide.

Common provisions.

- a. Notice of changes. The Counterparty will be required to notify the University of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
- b. University insurance not primary. Insurance obtained by the Counterparty will be primary and any University insurance will apply only in excess of and not contribute with insurance obtained by the Counterparty.

- c. Name University as an additional insured. The University shall be named as an additional insured on all insurance coverage that the Counterparty is required to obtain except for the Workers' Compensation, Employers' Liability, and Professional Liability insurance.
- d. Waiver of subrogation. All insurance obtained by the Counterparty will contain a waiver of subrogation endorsement in favor of the University.
- e. University not required to pay premiums. The Counterparty will be responsible for paying all costs associated with obtaining the required insurance coverage, including all premiums. The University will not be responsible for paying any such costs.
- f. Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage must be reasonable and acceptable to the University based upon the type of insurance involved and the nature of the activity. Any deductible will be the responsibility of the Counterparty.

Deposit insurance certificates. The Counterparty will timely deposit and keep on deposit with the University, certificates of insurance necessary to satisfy the University that the insurance requirements have been and continue to be satisfied during the term of the Contract.

University may cure failure to obtain/maintain insurance. If the Counterparty fails to provide and maintain the required insurance after written notice to comply from the University, the University may, but shall not be required to, procure such insurance at the sole cost and expense of the Counterparty, who shall be obligated to immediately reimburse the University for the cost thereof plus ten percent (10%) to cover the University's administrative overhead.

Lapse in insurance constitutes a breach. Any lapse in, or failure by the Counterparty to procure and maintain the required insurance coverage, at any time during the Contract term, shall be considered a breach of the Contract and the University may terminate the Contract and the rights of the Counterparty thereunder.

Insurance shall not limit liability. Obtaining the required insurance coverage will not be construed to limit the Counterparty's liability under the Contract or to fulfill the Counterparty's indemnification, defense, and hold harmless obligations under the Contract. Notwithstanding the required insurance coverage, the Counterparty shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of the Counterparty.

University may adjust insurance requirements. The University may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the required insurance, in which event the Counterparty shall obtain such insurance, as modified. The University's requirements shall be reasonable and designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. The Counterparty shall satisfy all University risk management requirements that are in effect as of the effective date of the Contract and as may be amended from time to time.

6. ADDITIONAL QUANTITIES

The University reserves the right to increase the quantity of any item at the time of award, and the Contractor agrees to furnish and deliver the additional quantity at the unit bid prices submitted.

7. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice indicating the contract number, to Hawaii Community College, Business Office, 1175 Manono Street, Hilo, Hawaii 96720, no later than THIRTY (30) calendar days following submission of invoice and acceptance of services