

INVITATION FOR BIDS (IFB) NO. 21-3468
TO
FURNISH AND DELIVER
LIQUEFIED PETROLEUM GAS ON A REQUIREMENTS BASIS
UNIVERSITY OF HAWAII MAUI COLLEGE
UNIVERSITY OF HAWAII
KAHULUI, HAWAII

JUNE, 2021

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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University of Hawaii Maui College, University of Hawaii, Kahului, 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. 21-3468, to Furnish and Deliver Liquefied Petroleum Gas on a Requirements Basis, University of Hawaii Maui College, University of Hawaii, Kahului, Hawaii, will be issued via the Hawaii Electronic Procurement System (HlePRO). **Bids must be submitted via HlePRO no later than 2:30 p.m. HST, July 12, 2021. Bids received after the bid due date and time or not submitted via HlePRO will not be considered.**

Bidders are advised to allow ample time for submitting their bid to ensure the submission process is completed and timely. **Bidders are solely responsible for ensuring their bid submission is completed prior to the bid due date and time.** The University shall not be responsible for any delay or failure of Bidders in submitting a complete bid.

ELECTRONIC PROCUREMENT

Bidders interested in responding to this solicitation must be registered on HlePRO. To register, visit the URL: 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](https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf).

HlePRO is the system of record for issuing IFB No. 21-3468 and related amendments (including changes to the bid due date and time). In addition, HlePRO is the sole vehicle for Questions, Requests for Clarification, Bid Submittals (i.e., MANDATORY BID FORM and related attachments) and Notification of Award. Bidders shall review all special instructions in HlePRO related to this IFB which are made a part of this IFB through reference.

QUESTIONS AND REQUESTS FOR CLARIFICATION

Questions and Requests for Clarification regarding the Technical Specifications or any other aspect of the IFB must be submitted via HlePRO by **2:00 p.m. HST, July 2, 2021**. Responses are scheduled to be posted on **July 7, 2021**.

The University shall not be required to answer Questions or Requests for Clarification not submitted via HlePRO or received after the Questions and Requests for Clarification deadline.

David Lassner
President, University of Hawaii

Posting Date: **June 29, 2021**

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

BID REQUIREMENTS
FURNISH AND DELIVER
LIQUEFIED PETROLEUM GAS

Submission of the **MANDATORY BID FORM** via HlePRO confirms a bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 21-3468, FURNISH AND DELIVER LIQUEFIED PETROLEUM GAS ON A REQUIREMENTS BASIS, UNIVERSITY OF HAWAII MAUI COLLEGE, UNIVERSITY OF HAWAII, KAHULUI, HAWAII, and offers to furnish and deliver the gas to University of Hawaii Maui College, 310 Kaahamanu Avenue, Kahului, Hawaii 96732, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB). The initial term of the contract shall be for a period of **ONE (1) year** from the date designated in the Notice to Proceed, and thereafter, the contract may be renewed annually for a total of FIVE (5) years

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 AGGREGATE BID (Parts 1, 2, and 3)**.

Prices for all items shall be F.O.B. destination, including all applicable charges and taxes.

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 as needed Liquefied Petroleum (LP) gas required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid. The University shall only be charged for goods and services received at the contract rates in the Mandatory Bid Form.

The bid form is provided on MANDATORY BID FORM Pages 2 and 3 and provides all the specifications for the bid items.

Furnish and deliver Liquefied Petroleum (LP) gas on a requirements basis, with the following specifications:

1. Contractor shall furnish, install, and maintain Contractor-owned storage tanks, pressure regulators, meters, and any other necessary related equipment.
 - a. Storage tanks shall be in "good condition" acceptable to the University, and shall meet all applicable federal, state, and county laws, codes, and regulations.
2. After the initial supply, the Contractor shall refill the tanks in a careful and environmentally acceptable manner every THIRTY (30) days/ or as needed on a regular basis at the locations listed in the bid pages. The frequency of refill may be adjusted during the contract period depending on the usage of gas at each location.
3. Prior to delivery and installation, the Contractor shall contact the Technical Representative to coordinate delivery and installation of the storage tanks. The Contractor shall deliver, uncrate, assemble, install, and test the storage tanks within THIRTY (30) calendar days from the date designated in the Notice to Proceed. Final acceptance will be upon satisfactory installation and operation to be determined by the University.
4. Contractor shall maintain the storage tanks, pressure regulators, meter, and any other related equipment installed under this contract such that the equipment operates to the satisfaction of the University.
 - a. Contractor shall provide the following services on a quarterly basis at no additional cost:
 - 1) Calibration of ovens.
 - 2) Inspection, cleaning and adjusting/calibrating all pilot lights.
 - 3) Gas and air ration adjustments.
 - 4) Scheduled maintenance of water heater.
 - 5) Scheduled inspection of all gas equipment.

- b. Contractor shall provide the following service on a semi-annual basis at no additional cost:
- 1) Safety training for faculty, staff, and students.
- c. Contractor shall provide a tentative schedule for quarterly and semi-annual services detailed in Item 4a and 4b. Inspection, service, and training shall be scheduled between 6:00 a.m. to 2:00 p.m., Monday through Friday, with the schedule to be reviewed and approved by the appropriate UH Maui College Personnel.
- d. Contractor shall provide and submit the required completed maintenance service reports to the UH Maui College Facilities Manager.
5. All of the tanks are to be delivered and installed at University of Hawaii Maui College, 310 Kaahumanu Avenue, Kahului, Hawaii 96732 at the following locations:

Item	Department	Location	Refill Schedule
1	Culinary Arts Program	North end Paina Building #2253	30 days
2	Ceramics	West end Heona Building #2231	30 days
3	ELWD - Laulima Kitchen	North side Laulima Building #2251	30 days
4	Auto Body	NE corner Auto Body Building #2223	30 days
5	STEM Program	West end Ike Lea Building	On call
6	ELWD/SLIM - Aquaponics	Greenhouse behind CTAHR building	30 days

All questions pertaining to the Technical Specifications must be submitted per the instructions in the QUESTIONS AND REQUESTS FOR CLARIFICATION section of the NOTICE TO BIDDERS. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The resulting contract(s) to Furnish and Deliver Liquefied Petroleum Gas on a Requirements Basis, University of Hawaii Maui College, University of Hawaii, Kahului, Hawaii, shall be in accordance with the terms and conditions of IFB No. 21-3468 and the General Provisions dated September 2013 included by reference. 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. 21-3468 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 is Melvin Hipolito Jr, Facilities Physical Plant Manager, telephone (808) 984-3627 and email mh2350@hawaii.edu.

4. SITE INSPECTION

Prior to submitting a bid, each bidder should visit the site and examine the conditions of the site and be aware or satisfied as to the physical condition and environment in relation to the terms and condition of the bid specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling the Technical Representative on any normal working day, Monday through Friday, after 9:00 a.m., but not later than 2:00 p.m.

5. COVID-19 RULES AND STANDARDS

Must adhere to UH system COVID-19 Rules and Standards, State of Hawaii and Federal Guidelines to include, but not limited to all Safety and Environmental Guidelines, Standards and regulations applicable to UH system maintenance, service, repair, renovation and new construction.

6. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit prices and monthly maintenance prices bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of

FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 7, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

7. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days' prior to the contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or more than the Consumer Price Index for Pacific Cities and U.S. City Average based on All Urban Consumers, U.S. City Average, in effect ONE-HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

8. SUCCESSOR

The bidder (successor) who is awarded the succeeding contract shall immediately contact the Technical Representative upon receipt of the Notice to Proceed and submit phase-in plans to enable the orderly transition of services, including removal of existing storage tanks and installation of new storage tanks, with the least possible inconvenience to the occupants of the facilities. This condition shall remain a part of the contract and be applicable at the time of any transfer or takeover of services in the future by any other Successor. The predecessor shall continue to operate and retain residual responsibilities on a diminishing basis until such time as the predecessor's services are phased out. The University shall not be responsible for any predecessor equipment remaining on University property past the end of the phase-out period.

9. TITLE

The storage tanks furnished under this contract shall remain the exclusive property of the Contractor.

10. REMOVAL OF STORAGE TANKS

At the end of the contract, if the succeeding contractor is different from the Contractor for the previous contract, the Contractor for the previous contract shall remove the storage tanks installed under the previous contract at no cost to the University.

11. CHANGES

The University reserves the right to add to or delete storage tanks from the contract with THIRTY (30) days advance notice to the Contractor. The addition or deletion shall be

done via written modifications to the contract. Any additional costs shall be prorated over the remaining months of the contract period.

12. PAYMENT

The Contractor shall be remunerated monthly upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawaii Maui College, Business Office, 310 Kaahumanu Avenue, Kahului, Hawai'i 96732, no later than THIRTY (30) calendar days following submission of invoice and acceptance of services/goods.

13. 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 provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefore on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's

requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks, which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance should not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

14. LIQUIDATED DAMAGES

Performance by the Contractor of all of its duties every calendar day is an essential part of this contract. In case of failure on the part of the Contractor to perform any of its duties, the University shall suffer damages and damages may be difficult to quantify. Therefore, the amounts of such damages are fixed in advance as indicated herein below. The Contractor shall pay such amount to the University as liquidated damages, and not by way of penalty. For any services that the Contractor fails to perform during the period of this contract, and/or in case liquidated damages are not paid, the University may deduct the amount thereof from any monies due or that may become due to the Contractor under this contract.

Liquidated damages shall be assessed in accordance with the following:

- a. Contractor's failure to keep the propane tanks filled at no fault of the University, FIFTY DOLLARS (\$50) per hour and per tank that a tank is left empty.
- b. Contractor's failure to maintain the propane tanks and accessories in good working order, FIFTY DOLLARS (\$50) per hour and per tank that a tank is unusable due to improper maintenance at no fault of the University.

The determination to assess liquidated damages shall be the responsibility of the Facilities Physical Plant Manager. The Facilities Physical Plant Manager has the authority to waive liquidated damages when he/she deems the action to be appropriate.