

INVITATION FOR BIDS (IFB) NO. 17-0002
TO
FURNISH AND DELIVER
LIQUEFIED PETROLEUM GAS ON A REQUIREMENTS BASIS
FOR
UNIVERSITY OF HAWAII MAUI COLLEGE
KAHULUI, HAWAII

JULY, 2016

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 CONTAINED IN THEIR BID PACKAGE.

NOTICE TO BIDDERS

BID FORMS for IFB No. 17-0002, Liquefied Petroleum Gas on a Requirements Basis for University of Hawaii Maui College, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, and must be submitted no later than **2:30 p.m., August 3, 2016**, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request a copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Bruce Isaacs, (808) 956-8634.

David Lassner
President, University of Hawaii

Posting Date: July 21, 2016

Vendors downloading the IFB shall be responsible for notifying the Procurement Specialist Bruce Isaacs (e-mail: bisaacs@hawaii.edu; fax: [808] 956-2093), so that the name, address, phone number, fax number, and e-mail address of the vendor can be listed on the University's register for the purpose of notification of any amendments to the IFB which are issued.

NOTICE TO BIDDERS

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

Vendors: Please complete the following information below. If you answer "No" to question No. 1, complete the certification portion and submit together with your bid document or quote.

(Terms used are taken from the Small Business Administration Rules and Regulations and the Federal Acquisition Regulation [FAR].) (Reference Section A on the reverse side of this form for Category Descriptions.)

This is to certify that the company identified below:

- 1. _____ IS a **small business** as defined in the Small Business Administration regulations.
(see reverse for size standards).

_____ **IS NOT** a small business as defined in the regulations.
(If you checked here, STOP, GO TO CERTIFICATION BELOW.)
- 2. _____ IS a **small disadvantaged business concern** and is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-NET).
- 3. _____ IS a **women-owned small business concern** of which at least 51% is owned, controlled, and managed by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women.
- 4. _____ IS a **HUBZone small business concern** that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- 5. _____ IS a **veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more veterans; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans.
- 6. _____ IS a **service-disabled veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more service-disabled veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans as defined in 38 U.S.C. 101 (16).

CERTIFICATION:

I hereby certify the information supplied herein to be true and correct.

Company Name: _____

Signature of Company Officer

Type of Goods/Services: _____

*NAICS Code: _____

Company Address: _____

Print Name: _____

Title: _____

Date: _____

Any misrepresentation shall be subject to the provisions stated in item B on the reverse side.

* North American Industry Classification System (NAICS)

A. "SMALL BUSINESS" SIZE STANDARDS FOR FEDERAL SUB-CONTRACTORS. Small business size is determined by the primary NAICS Code. See Title 13 CFR, Part 121 to determine your NAICS Code and the threshold for determining small business (revised as of January 1, 2004).

A "small business" is a concern including its affiliates, which is independently owned and operated. It is not dominant in the field of operations in which it is selling goods and services to a federal contractor. It meets the following size criteria for its particular industry:

1. CONSTRUCTION TRADES - "Small" if average annual receipts for preceding 3 years do not exceed \$12 million.
2. CONSTRUCTION, GENERAL CONTRACTORS - "Small" if average annual receipts for preceding 3 years do not exceed \$28.5 million.
3. MANUFACTURING - "Small" if 500 employees or less, except for some specific products which will increase the complement of employees to 750 and 1,000, respectively.
4. TRANSPORTATION - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:

\$21.5 million – general freight trucking, local.
\$3 million – travel agencies.
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS - "Small" if 100 employees or less.
6. RETAIL TRADE - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific products:

\$6 million - lumber and building materials, paints, hardware.
7. SERVICES - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a. \$21 million – computer systems design services, custom computer programming services.
 - b. \$10.5 million - refuse collection, protective guard services.
 - c.. \$14 million - janitorial services.
 - d. \$21.5 million - passenger car rental
 - e. \$21 million – office Machinery and equipment rental & leasing
 - f. \$6 million - general automobile repair, refrigeration & air conditioning.
8. ALL OTHER TYPES OF BUSINESS - "Small" if 500 employees or less.

Where firm sizes are determined by annual receipts, and the concern is less than 3 complete fiscal years old, its total receipts means for the period it has been in business, divided by the number of weeks, including fractions of a week, and multiplied by 52.

B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Act.

BID FORM
TO
FURNISH AND DELIVER
LIQUEFIED PETROLEUM GAS ON A REQUIREMENTS BASIS

Office of Procurement and
 Real Property Management
 University of Hawaii
 1400 Lower Campus Road, Room 15
 Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 17-0002, TO FURNISH AND DELIVER LIQUEFIED PETROLEUM GAS ON A REQUIREMENTS BASIS FOR UNIVERSITY OF HAWAII MAUI COLLEGE, KAHULUI, HAWAII, and offers to furnish and deliver the gas to the delivery addresses listed in the Technical Specifications, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

Part 1 – Furnish and Deliver Liquefied Petroleum Gas as per Technical Specifications:				
<u>Item</u>	<u>Department</u>	<u>Est. Monthly Qty.</u>	<u>Unit Price per Gallon</u>	<u>Total Annual Amount</u> <small>(Est. Monthly Qty. x Unit Price x 12)</small>
1.	Culinary Arts Program	1,500 gallons	\$ _____/gal. x 12 mos. =	\$ _____
2.	Ceramics	20 gallons	\$ _____/gal. x 12 mos. =	\$ _____
3.	Science Program	5 gallons	\$ _____/gal. x 12 mos. =	\$ _____
4.	OCET	55 gallons	\$ _____/gal. x 12 mos. =	\$ _____
5.	Auto Body	20 gallons	\$ _____/gal. x 12 mos. =	\$ _____
6.	STEM Program	100 gallons	\$ _____/gal. x 12 mos. =	\$ _____
Part 1, Total Amount, Items 1 – 6. Prices for Part 1 shall be f.o.b. destination, including delivery costs and all applicable taxes. Bidders must bid on all items in Part 1 to be considered for award.				\$ _____

Part 2 – Maintenance of Storage Tanks as per Technical Specifications. Vendors shall provide the tank size as indicated below for each item.

<u>Item</u>	<u>Department</u>	<u>Tank Size</u>	<u>Monthly Maintenance Cost</u>	<u>Total Annual Amount</u>
1.	Culinary Arts Program	2,000 gallon	\$ _____/mo. x 12 mos. =	\$ _____
2.	Ceramics	124 gallon	\$ _____/mo. x 12 mos. =	\$ _____
3.	Science Program	124 gallon	\$ _____/mo. x 12 mos. =	\$ _____
4.	OCET	124 gallon	\$ _____/mo. x 12 mos. =	\$ _____
5.	Auto Body	575 gallon	\$ _____/mo. x 12 mos. =	\$ _____
6.	STEM Program	288 gallon	\$ _____/mo. x 12 mos. =	\$ _____
Part 2, Total Amount, Items 1 – 6. Prices for Part 2 shall include costs for labor, labor, travel time, parts, and all applicable taxes. Bidders must bid on all items in Part 2 to be considered for award.				\$ _____

Initial Installation Cost (Initial cost for installation of storage tanks in Part 2, shall include delivery costs, labor, parts, fittings, and all applicable taxes) =	\$ _____
Part 1, Total Amount, Items 1 – 6 =	\$ _____
Part 2, Total Amount, Items 1 – 6 =	\$ _____
TOTAL AMOUNT = Bidders must bid on Initial Installation Cost, and all items in Parts 1 and 2 (provide the tank sizes to be furnished), to be considered for award.	\$ _____

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.

UNIT PRICES (for information only)

Costs for replacement of defective pilot light(s) assembly that is/are “discovered” during routine inspection service and/or unexpected failure of pilot light(s) assembly during normal operation. Prices shall include all applicable taxes.

Hourly labor rate _____
 Cost for replacement of pilot assembly _____

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AMOUNT of the Initial Installation Cost, plus Parts 1 and 2.**

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.

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on the next page, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

(IF BY INDIVIDUAL)

NAME (Signature) TYPED NAME

SOCIAL SECURITY NUMBER

D.B.A.

FEDERAL TAXPAYER IDENTIFICATION NUMBER

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER

(IF BY PARTNERSHIP)

OFFICIAL/LEGAL NAME OF FIRM

FEDERAL TAXPAYER IDENTIFICATION NUMBER

NAME (Signature) TYPED NAME

PARTNER

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER

(IF BY CORPORATION)

OFFICIAL/LEGAL NAME OF COMPANY

FEDERAL TAXPAYER IDENTIFICATION NUMBER

*OFFICER (Signature) TYPED NAME

TITLE

ADDRESS OF COMPANY

CITY STATE ZIP CODE

(SEAL)

TELEPHONE NUMBER FAX NUMBER

IF LICENSED OR INCORPORATED TO DO BUSINESS WITHIN THE STATE OF HAWAII AND SUBJECT TO THE PROVISIONS OF THE HAWAII GENERAL EXCISE TAX LAWS, INDICATE GENERAL EXCISE TAX LICENSE NUMBER _____.

*Please attach to this page evidence of the authority of this officer to submit a bid on behalf of the corporation, giving also, the address and names and addresses of the other officers.

NOTE: FILL IN ALL BLANK SPACES WITH INFORMATION ASKED FOR OR BID MAY BE INVALIDATED.

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the liquefied petroleum gas required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

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:

<u>Item</u>	<u>Department</u>	<u>Location</u>	<u>Re-fill Schedule</u>
1.	Culinary Arts Program	North end Paina Building #2253	30 days
2.	Ceramics	West end Heona Building #2231	30 days
3.	Science Program	North side Hooulu/Ag Department Building #2239	30 days
4.	OCET	North side Laulima Building #2251	30 days
5.	Auto Body	NE corner Auto Body Building #2223	On call
6.	STEM Program	West end Ike Lea Building	30 days

6. Contractor shall provide "Unit Prices" for any and all replacement of defective pilot lights assembly that is/are "discovered" during routine inspection service and/or unexpected failure of pilot light(s) assembly during normal operation (see UNIT PRICES on page BID -2). Prices shall include all applicable taxes:
- a. Hourly labor rate.
 - b. Cost for replacement of pilot light(s) assembly.

All questions pertaining to the Technical Specifications shall be directed to Robert Burton, Physical Plant Manager, telephone (808) 984-3245.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement and Real Property 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 Liquefied Petroleum Gas on a Requirements Basis for University of Hawaii Maui College shall be in accordance with the terms and conditions of IFB No. 17-0002 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.hawaii.edu/oprpm/docs/GP0913.pdf>

2. AUTHORITY

IFB No. 17-0002 is issued under the provisions of the 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 Robert Burton, Physical Plant Manager, telephone (808) 984-3245.

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. 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 6, 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.

6. 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, upon mutual agreement in writing between the Contractor and the University.

7. 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.

8. TITLE

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

9. 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.

10. 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.

11. 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.

12. 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 and Real Property 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.