

INVITATION FOR BIDS (IFB) NO. 17-0160  
TO  
FURNISH AND DELIVER  
INDUSTRIAL GRADE LIQUID NITROGEN (LN2)  
FOR THE  
UNIVERSITY OF HAWAII CANCER CENTER  
UNIVERSITY OF HAWAII AT MANOA  
HONOLULU, HAWAII

OCTOBER, 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. 17-0160, Furnish and Deliver Industrial Grade Liquid Nitrogen (LN2), University of Hawai'i Cancer Center, University of Hawai'i at Manoa, 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., November 15, 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 Michele Elmore, (808) 956-2122.

David Lassner  
President, University of Hawaii

Posting Date: October 27, 2016

***Vendors downloading the IFB shall be responsible for notifying the Procurement Specialist Michele Elmore (e-mail: [msemore@hawaii.edu](mailto:msemore@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 INDUSTRIAL GRADE LIQUID NOTROGEN (LN2)

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. 17-0160, TO FURNISH AND DELIVER INDUSTRIAL GRADE LIQUID NITROGEN (LN2) FOR THE UNIVERSITY OF HAWAII CANCER CENTER, HONOLULU, HAWAII, and offers to furnish and deliver Industrial Liquid Nitrogen (LN2) to the delivery address listed in the Technical Specifications, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) for an initial term of ONE (1) year, and thereafter renewable on an annual basis for up to FOUR (4) additional years commencing from the date designated in the Notice to Proceed, as follows, as follows:

BASIC BID

**Part 1 – Furnish and Deliver Industrial Grade Liquid Nitrogen (LN2) as per Technical Specifications:**

<u>Description</u>	<u>Estimated Monthly Quantity</u>		<u>Unit Price Per Gallon</u>		<u>Months</u>	=	<u>Total Annual Amount</u>
Industrial Liquid Nitrogen	5,000 gallons	X	\$ _____	X	12	=	_____
<b>Subtotal - Part 1 =</b>							<b>\$ _____</b>

**Part 2 – Delivery Charges:**

<u>Description</u>	<u>Estimated Monthly Quantity</u>		<u>Unit Price Delivery Charge</u>		<u>Months</u>	=	<u>Total Annual Amount</u>
Industrial Liquid Nitrogen	5,000 gallons	X	\$ _____	X	12	=	_____
<b>Subtotal - Part 2 =</b>							<b>\$ _____</b>

**Part 3 – State of Hawai'i General Excise Tax (4.712%):**

<u>Description</u>	<u>Estimated Monthly Quantity</u>		<u>Unit Price GET - 4.712%</u>		<u>Months</u>	=	<u>Total Annual Amount</u>
Industrial Liquid Nitrogen	5,000 gallons	X	\$ _____	X	12	=	_____
<b>Subtotal - Part 3 =</b>							<b>\$ _____</b>

**TOTAL AMOUNT FOR PARTS 1, 2 AND 3 = \$ \_\_\_\_\_**

Price shall be F. O. B. destination, including delivery and all applicable taxes.

**Bidders must bid on all items in Parts 1, 2 and 3 to be considered for award.**

SITE VISIT

Arrangements for a site visit can be directed to Claude Kutaka, telephone: (808) 586-2951 or cell (808) 721-5266, Monday through Friday, 8:00 am to 4:00 pm. All bidders are encouraged to visit the site and satisfy themselves as to the existing conditions, the nature of work called for in the Invitation for Bids. No additional allowances and adjustments will be granted because of lack of knowledge due to failure to visit the site.

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 FOR ITEMS 1, 2 AND 3.**

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.

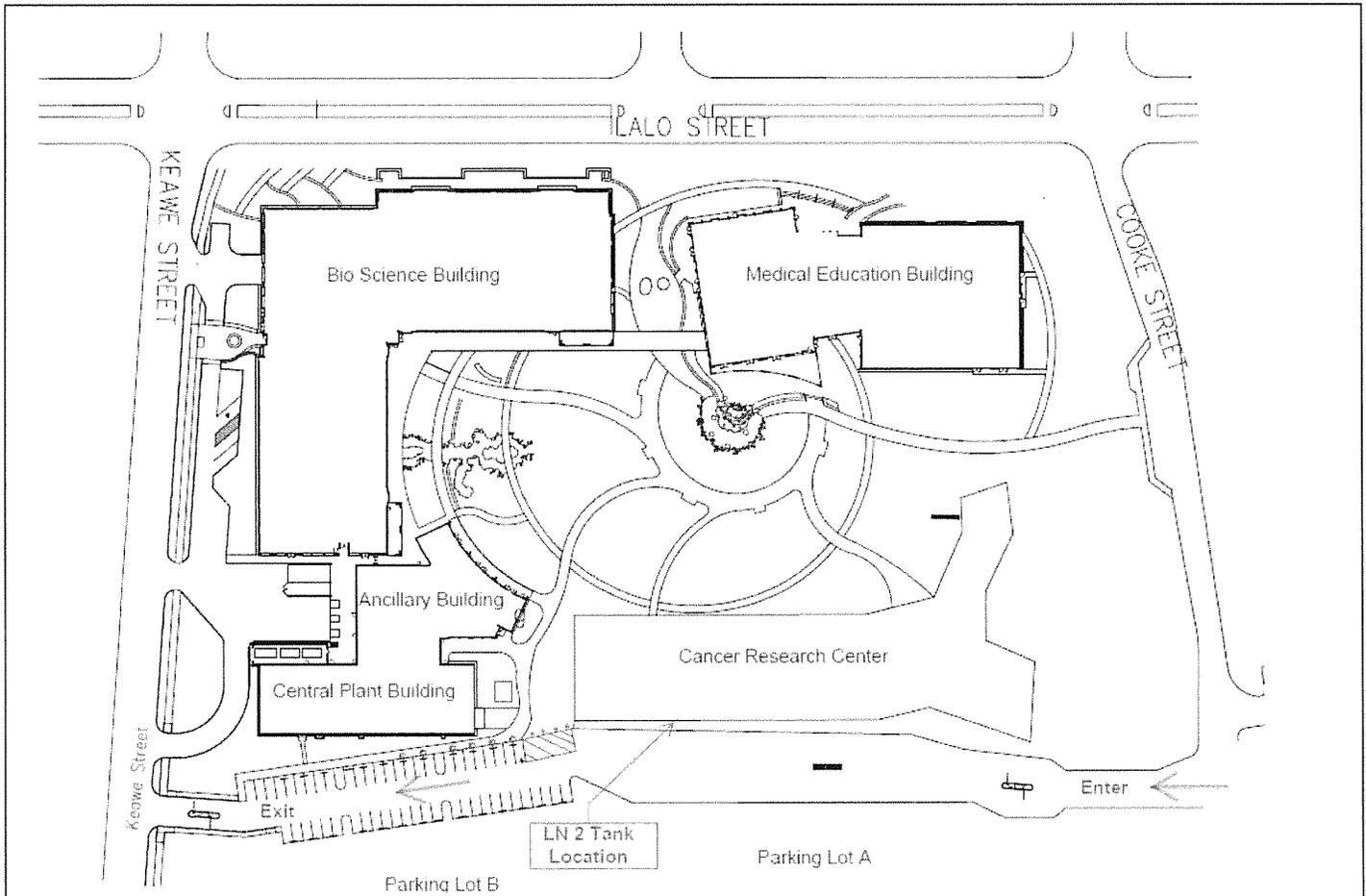
NOTE: FILL IN ALL BLANK SPACES WITH INFORMATION ASKED FOR OR BID MAY BE INVALIDATED.

## TECHNICAL SPECIFICATIONS

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

1. Furnish and deliver Industrial Grade Liquid Nitrogen (LN2) on a requirement basis, with the following specifications:
  - A. After the initial supply, delivery shall be coordinated with the Contractor to refill to an onsite 3,000 gallon capacity tank in a careful and environmentally acceptable manner. Estimated LN2 delivery is approximately every 10 to 12 calendar days per month with an average LN2 fill between ~1,500 to ~1,833 gallons of LN2.
2. Delivery Address:

University of Hawai'i Cancer Center at Kaka'ako (see map below)  
701 Ilalo Street  
Honolulu, Hawai'i 96813



All questions pertaining to the Technical Specifications shall be directed to Claude Kutaka, telephone: (808) 586-2951 or cell: (808) 721-5266.

**INFORMATION REQUIRED FROM OFFEROR**

**REFERENCES**

Offerors shall provide the names of companies, contact persons, addresses and phone numbers of THREE (3) agencies for whom he undersigned currently provides Industrial Liquid Nitrogen (LN2) in the State of Hawaii. The University reserves the right to reject the bid of any offeror that provides inaccurate and incomplete information. Further, if in the University's opinion, the references provided are unsatisfactory, the University may reject the quotation and notify the offeror in writing.

<b><u>Company</u></b>	<b><u>Contact Person</u></b>	<b><u>Address &amp; Phone Number</u></b>
1.		
2.		
3.		

**EXPERIENCE**

Number of years' experience offeror's company has with "Industrial Liquid Nitrogen (LN2)" in the State of Hawaii:  
 (Minimum of FIVE [5] years)      \_\_\_\_\_ years

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Typed Name of Signature

\_\_\_\_\_  
 Date

**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 Delivering of Industrial Liquid Nitrogen (LN2) for the University of Hawai'i Cancer Center, shall be in accordance with the terms and conditions of IFB No. 17-0160 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://hawaii.edu/oprpm/docs/GP0913.pdf>.

### 2. AUTHORITY

IFB No. 17-0160 is issued under the provisions of Section 304A-105(b) of the Hawaii Revised Statutes, as amended. 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 to Claude Kutaka, telephone: (808) 586-2951 or cell: (808) 721-5266.

### 4. SITE INSPECTION

Prior to submitting a bid, each bidder should visit the site located at 701 Ilalo Street, Honolulu, Hawai'i 96813, and examine the conditions of the location and be aware or satisfied as to the physical condition and environment in relation to the terms and conditions 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 AM but no later than 4:00 PM.

### 5. OFFEROR'S QUALIFICATIONS

The Offeror must have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential offeror if, in its discretion, the University determines that the offeror does not have the requisite experience or expertise to provide the goods and/or services.

6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University.

The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it or any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the University.

7. 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 on the Notice to Proceed, and prices bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from a 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 8, 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 to written notice.

8. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each renewal period, NINETY (90) days prior to the contract renewal date, upon mutual agreement in writing between the Contractor and the University.

9. 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 plans to enable the orderly transition of services. 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.

10. 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 and \$2,000,000 in per project aggregate.

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.

11. WORKERS' COMPENSATION

Contractor shall provide adequate statutory workers' compensation insurance for all labor employed in performing services under this contract.

12. LOCAL OFFICE

Contractor shall have an office located in Honolulu and shall have after-hours response capability.

13. SUBCONTRACTING PROHIBITION

The Contractor shall not at any time subcontract, convey, transfer, or assign said services to be performed under the contract, either in whole or in part, without the prior written consent of the University. The only exception to this is for water treatment.

14. PAYMENT

The Contractor shall be remunerated monthly upon acceptable performance and submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, and the work performed to University of Hawai'i Cancer Center, 701 Ilalo Street, Honolulu, Hawai'i 96813, no later than THIRTY (30) calendar days following acceptance of services/goods.