

INVITATION FOR BIDS (IFB) NO. 21-3194
TO
REMOVE AND REPLACE UPS AND BATTERIES FOR
LEEWARD COMMUNITY COLLEGE
UNIVERSITY OF HAWAII
PEARL CITY, HAWAII

JANUARY, 2021

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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University of Hawaii, Pearl City, 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

University of Hawaii IFB No. 21-3194, to Remove and Replace UPS and Batteries for Leeward Community College, University of 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, FEBRUARY 17, 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>.

HlePRO is the system of record for issuing IFB No. 21-3194 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, FEBRUARY 8, 2021**. Responses are scheduled to be posted on **FEBRUARY 12, 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: January 26, 2021

Vendors are responsible for notifying the Procurement Specialist Liane Kimura-Rita (e-mail: lianekr@hawaii.edu) for accessibility concerns related to this IFB

BID REQUIREMENTS

REMOVE AND REPLACE UPS AND BATTERIES

FOR LEEWARD COMMUNITY COLLEGE

Submission of the **MANDATORY BID FORM** via HlePRO confirms a bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 21-3194, REMOVE AND REPLACE UPS AND BATTERIES FOR LEEWARD COMMUNITY COLLEGE, PEARL CITY, HAWAII, and offers to furnish, deliver and install said equipment to Leeward Community College - ITG, 96-045 Ala Ike, BS-113, Pearl City, Hawaii 96782, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall complete delivery within **TWELVE (12) WEEKS** from the effective date designated in the Notice to Proceed and in accordance with the provisions stated in the SPECIAL PROVISIONS, 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 per **TOTAL BASIC BID**.

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.

ON-SITE VISIT

Bidders shall participate in an on-site visit to review the current UPS and generator system before submitting a bid. Bidders may contact Byron Watanabe at (808)455-0493 to schedule a date and time for the visit.

PRODUCT INFORMATION

Product information defined in the Technical Specifications provide the minimum requirements for the replacement UPS and batteries. Any brand or manufacture of equal or better quality to the Technical Specifications will be considered for acceptance by the University upon submission of manufacturer's literature or brochures containing technical data on the proposed items being offered. University reserves the right to request clarification of any submitted documentation prior to award solely to determine the acceptability of the product offered as set forth in the invitation for bids. The University may, at its discretion, reject or deny any product offer that it deems to not meet the minimum requirements, and the findings in this regard shall be final and binding.

Bidders shall submit product information by attaching (uploading) materials to their HlePRO online bid submission.

TECHNICAL SPECIFICATIONS

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

1. Contractor shall dismantle, remove and properly dispose of existing 80kW Eaton UPS.
2. Replacement UPS will be installed and integrated with an existing generator to supply uninterrupted power to Leeward Community College Datacenter. The installation shall be conducted where there is no more than EIGHT (8) hours downtime in accordance with Special Provision 7., DELIVERY, INSTALLATION AND DISPOSAL.
3. Replacement UPS shall meet the following requirements:
 - a. 80kW UPS module upgradeable to maximum 120kW (University will review the upgrade to 120kW prior to replacing the generator.)
 - b. 80kW includes: 98.5% Efficient Energy Savings System (validated by qualifying for the Hawaii Energy rebate program.)
 - c. Input: 208 Volts. Three Phase, Four Wire Plus Ground, 60 Hertz.
 - d. Output: 208 Volts. Three Phase, Four Wire Plus Ground, 60 Hertz.
 - e. Includes the following features:
 - 1) Rectifier input voltage, frequency, current kW, kVA, power factor.
 - 2) System output voltage, frequency, current kW, kVA, power factor.
 - 3) Bypass input voltage and frequency.
 - 4) Inverter output voltage and frequency.
 - 5) DC link voltage.
 - 6) Battery current.
 - 7) Selected DC Control voltages.
 - f. Network Communication Card for Web-based access and control.
 - g. 208V Surge Protection at incoming panel.
 - h. Complete with batteries for approximately 20 minutes runtime at 80kW.
4. Batteries shall meet the following requirements:
 - a. Sealed lead-acid, maintenance-free batteries.
 - b. 3-year warranty from the time of installation, Field-replaceable.
 - c. Batteries will provide approximately 20 minutes of runtime at 80 kW.

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.

Any manufacturer providing equal or better quality to the Technical Specifications will be considered for acceptance by the University pursuant to the Bid Requirements, PRODUCT INFORMATION.

SPECIAL PROVISIONS

1. SCOPE

The Removal and Replacement of UPS and Batteries for Leeward Community College, Pearl City, Hawaii, shall be in accordance with the terms and conditions of IFB No. 21-3194 and the General Provisions dated September 2013, included by reference. Copies of the General Provisions are available at the Office of Procurement Management, 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. 21-3194 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 Byron Watanabe, Information Technology Manager, telephone (808) 455-0493, email: byron.watanabe@hawaii.edu

4. AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

5. DISCONTINUED MODELS

If the model specified is discontinued prior to delivery, Contractor shall provide to the University a letter from the manufacturer, on company letterhead, stating the model number being discontinued, the replacement manufacturer and model number, and verifying statement that the replacement meets or exceeds the minimum Technical Specifications. Contractor shall furnish, deliver and install the replacement model at the original bid price.

6. MANUALS AND INSTRUCTIONS

Contractor shall provide the University with operating and maintenance manuals of the equipment furnished under this contract.

7. DELIVERY, INSTALLATION AND DISPOSAL

Contractor shall contact the Technical Representative to coordinate delivery and installation. Schedule may be adjusted upon approval by both parties. Goods shall be delivered on no more than 4 standard pallets and may be stored on LCC property for up to ONE (1) week prior to installation. Delivery vehicle shall have an adjustable lift gate to align with the height (approximately 36") of the loading dock surface. Installation shall be conducted where there is no more than EIGHT (8) hours downtime for the datacenter equipment and shall be scheduled to be done on weekdays (between 6:00 p.m. and 5:00 a.m.), or on weekends.

UPS and batteries from existing UPS equipment shall be properly disposed off-site by Contractor. Contractor shall pay for all disposal related fees.

8. DAMAGED/DEFECTIVE GOODS

The University reserves the right to reject damaged or defective goods, which shall be promptly and satisfactorily replaced by the Contractor at no additional cost of the University.

9. WARRANTY

Goods furnished shall be new and as specified in the IFB. Used or refurbished goods will not be accepted. Contractor shall warrant that all goods furnished under this contract shall be guaranteed under the manufacturer's full-service warranty for THREE (3) years, 24x7x365, EIGHT (8) hour response, from the date of acceptance. Contractor shall replace and/or repair any defective goods at no cost to the University during the warranty period, provided such defects are not due to abuse or negligence on the part of the University. Warranty covers parts and labor, semi-annual preventive maintenance for UPS and batteries.

10. MAINTENANCE

Contractor must have a local representative available to coordinate all repairs during the warranty period. Maintenance and spare parts shall be available locally. All maintenance services must be prompt and effective and shall be performed by factory-trained and authorized technicians.

11. TRAINING

Contractor shall provide basic training for the management and operation of the system.

12. PAYMENT

Contractor shall be remunerated upon final acceptance and submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Leeward Community College Business Office, 96-045 Ala Ike, AD-113, Pearl City, Hawaii 96782.

13. INSURANCE

- a. Contractor shall maintain General Liability insurance acceptable to the University of Hawaii in full force and effect throughout the term of this contract. The policy or policies of General Liability insurance maintained by the 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 per project aggregate.
- b. Insurance shall be in force the first day of the term of this contract.
- c. Each insurance policy required by this contract shall contain the following three clauses:
 - 1) "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."
 - 2) "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."
 - 3) "The University of Hawaii is added as an additional insured with respect to operations performed for the University of Hawaii."
- d. Worker's Compensation Insurance - Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.
- e. Auto Liability Insurance - Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with coverage of not less than \$1,000,000 per occurrence for Bodily Injury (per person); not less than \$1,000,000 per occurrence for Bodily Injury (per accident); and not less than \$1,000,000 per occurrence for Property Damage. The required limits of insurance may be provided by a single policy or with a combination of primary and excess policies.
- f. All insurance described herein shall be primary and cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside the work area and all change order work.
- g. Contractor agrees to deposit with the University of Hawaii, 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.

- h. The University of Hawaii 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 the 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.
- i. The University of Hawaii shall notify the Contractor in writing of changes in the insurance requirements; and if the 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 the Contractor and the University shall be entitled to all legal remedies.
- j. The procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the 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.