

INVITATION FOR BIDS (IFB) NO. 23-7042  
TO  
PROVIDE  
PORTABLE TOILETS AND HAND WASHING STATIONS  
FOR THE  
ATHLETICS DEPARTMENT  
UNIVERSITY OF HAWAII AT MANOA  
HONOLULU, HAWAII

JULY, 2023

BOARD OF REGENTS  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

## TABLE OF CONTENTS

IFB No. 23-7042, To Provide Portable Toilets and Hand Washing Stations for the Athletics Department, University of Hawaii at Manoa, Honolulu, Hawaii

<b>Section</b>	<b>Pages</b>
Notice to Bidders.....	3
Bid Requirements.....	4 - 5
Technical Specifications.....	6- 9
Special Provisions.....	10 -16
ATTACHMENT - Mandatory Bid Form.....	1 - 7

**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

The University of Hawaii IFB No. 23-7042, To Provide Portable Toilets and Hand Washing Stations for the Athletics Department, University of Hawaii at Manoa, Honolulu, Hawaii, will be issued and awarded through the University's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., Tuesday, July 25 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

The University is utilizing the Hawaii Electronic Procurement System (HlePRO) to solicit bids for this service electronically. 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](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 to issue the IFB, receive the Mandatory Bid Form and other Bid requirements, issue Amendments and make award for the IFB. Amendments and other information and materials shall be provided through HlePRO, including additions or changes with respect to the due date and time.

### 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 2:30 p.m. HST, **Tuesday, July 18, 2023.** Responses are scheduled to be posted on **Thursday, July 20, 2023.**

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: **Friday, July 14, 2023**

***Vendors are responsible for notifying the Procurement Specialist Scott Shimoda ( email: [scottmhs@hawaii.edu](mailto:scottmhs@hawaii.edu) ) for accessibility concerns related to this IFB.***

## BID REQUIREMENTS

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) IFB No. 23-7042, To Provide Portable Toilets and Hand Washing Stations for the Athletics Department, University of Hawaii at Manoa, Honolulu, Hawaii, and offers to provide the Portable Toilets and Hand Washing Stations, as required by the University 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 BID AMOUNT FOR ITEMS 1 - 3**

**Bidders must bid on all items in order to be considered for award. Prices for all items shall include cost of pick-up, transportation, disposal fees, labor, overhead, and all applicable 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.

WAGE CERTIFICATE OF COMPLIANCE

The Wage Certificate included in the Mandatory Bid Form is a requirement of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 7, ELIGIBILITY TO BID. The Wage Certificate must be completed and included in the bid submittal.

TECHNICAL SPECIFICATIONS

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

BID PRICE LIST

Line Item #	# of Units	Item	# of UH Football home games	Subtotal
1	147	Portable Toilets	\$ X 7	
2	10	ADA Compliant Portable Toilets	\$ X 7	
3	20	Hand Washing Stations	\$ X 7	

TOTAL BID AMOUNT, ITEMS 1 – 3 =	*\$
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1. SCOPE OF SERVICE

- a. The Contractor shall provide all labor, supervision, tools, materials, transportation, and equipment necessary to provide Portable Toilets and Hand Washing Stations to the designated locations at the University of Hawaii at Manoa (Lower Campus) as specified herein.
- b. Contractor shall furnish ONE HUNDRED FORTY SEVEN (147) Portable Toilets, TEN (10) ADA compliant Portable Toilets and TWENTY (20) Hand Washing Stations for each of the University of Hawaii Football Home games.
- c. Portable Toilets and Hand Washing Stations are to be free standing with no utility hook ups.
- d. Measurements for the Portable Toilets should be at about 90 inches tall, 45 inches deep and 45 inches wide.
- e. ADA compliant Portable Toilets should be about 90 inches tall and over 77 inches in depth and width and have enough room for someone to move with a

wheelchair, walker, or crutches.

## 2. PICKUP AND DROP OFF SCHEDULE

Portable Toilets and Hand Washing Stations for the University of Hawaii at Manoa, Honolulu Hawaii, shall be performed as stated below.

- a. Contractor shall deliver and place portable toilets and hand washing stations the day before each game and picked up the Sunday or Monday after the game.
- b. Dates of the University of Hawaii football home games are 9/1/2023, 9/9/2023, 9/23/2023, 10/14/2023, 10/28/2023, 11/11/23, and 11/25/2023.

## 3. DELIVERY

- a. Contractor shall coordinate delivery and pick up with Mahealani (Sis) Finau of the University of Hawaii Athletics Department.
- b. Delivery is to be made to the University of Hawaii Athletics Department, Ching Complex, 1337 Lower Campus Road, Honolulu, Hawaii 96822.

## 4. CLEANUP AREAS

The Contractor shall keep the areas around the portable toilets and hand washing stations free of debris and rubbish. The areas shall be left in a clean and sanitary condition.

## 5. CORRECTION OF DEFICIENCIES

- a. In the event that the Contractor is unable to perform the scheduled delivery, the Technical Representative shall be notified immediately.
- b. In the event of vehicular obstruction, the Contractor shall notify the Technical Representative to request for towing services and the Contractor shall wait for the clearance of the obstruction to complete the scheduled services.
- c. In the event the Contractor fails to correct any deficiency within TWENTY-FOUR (24) hours of notification, the University reserves the right to utilize alternate means to correct the situation with all resultant costs chargeable to the Contractor. In any event, the University shall allow the Contractor reasonable time to correct the situation to the extent allowable under the contract and shall initiate the aforementioned removal action only after it has determined that the Contractor is unable to correct the situation in a timely manner or the situation becomes intolerable.

## 6. PORTABLE TOILET AND HANDWASHING STATION ACCESS

The University shall keep the area around the portable toilets and hand washing stations reasonably clear so that the Contractor will have access to the portable toilets and handwashing stations and so that the Contractor is able to collect the containers without any obstruction or hazards

7. CHANGES IN AMOUNTS AND LOCATIONS

The University reserves the right to add or delete new portable toilets and handwashing stations for the Athletics Department upon request by the University. The Contractor agrees to provide additional portable toilets and handwashing stations prices which shall be mutually agreed upon in writing between the parties.

8. CUSTOMER SERVICE REPRESENTATIVE

The Contractor shall assign a Customer Service Representative to act as the single point of contact for all issues pertaining to this contract that will respond to all service needs of the University.

The Contractor shall furnish campus representatives with dispatch phone numbers for service calls. All service requests will be completed in TWENTY FOUR (24) hours or less, and respond to urgent service calls within FOUR (4) hours or less.

9. PRICING

- a. Bidders shall compute and submit prices in accordance with the Bid Form for this offering.
- b. Prices should be "all inclusive." The price should include, but not be limited to, all labor, equipment, insurance, taxes, fees, equipment maintenance, reports, and any other service to provide disposal/removal/recycling services that meets or exceeds the requirements set forth in this IFB.
- c. No additional charges for mileage, travel time, additional labor expense, or special equipment expenses, etc. will be considered. Proposed pricing to include all transportation charges, surcharges and/or regulatory fees.

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.



**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 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 providing of Portable Toilets and Hand Washing Stations, University of Hawaii at Manoa, Honolulu, Hawaii. shall be in accordance with the terms and conditions of IFB No. 23-7042 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. 23-7042 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 Mahealani (Sis) Finau, telephone: (808) 956-7350, Email: [mfinau@hawaii.edu](mailto:mfinau@hawaii.edu).

4. CONDITIONS AT SITE

It is the responsibility of Bidders to verify field conditions prior to submitting a bid. Submission of a bid indicates acknowledgement and agreement of the conditions to be met and that the bidder fully understands the extent of the obligation and not make any claim of right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. No additional allowance will be granted because of lack of knowledge of such conditions.

Each bidder may visit the site and examine the conditions of same and be aware or satisfied as to the character and amount of work to be performed as called for by the specifications. 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 4:00 p.m.

5. 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 services.

6. REFERENCES

Each bidder shall provide the names and addresses of THREE (3) agencies On the Mandatory Bid Form, for which refuse collection service is currently provided who can attest to the reliability of the bidder's service and personnel. The University reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

7. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$25,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work. If, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid public officers and employees for similar work. The University shall grant the Contractor additional compensation, in accordance with Special Provision 16, ESCALATION CLAUSE.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

8. NOTIFICATION TO CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES  
Contractor shall be obliged to notify its employees performing work under this contract under this contract of the provisions of 103-55, HRS and the current wage rate for public employees performing similar work. The Contractor may meet his obligation by posting a notice to this effect in the Contractor's place of business which is accessible to all employees; or, the Contractor may include such notice with each paycheck or pay envelope furnished to the employees.

9. 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 on any matter or thing arising out of or in connection with the services provided by the Contractor.

10. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

To assist the bidder in determining whether the employees are able to perform under this contract is similar to that performed by public employees; the following are current position classification and wages for State employees in positions that perform refuse collection services:

July 1, 2023:

<u>Title</u>	<u>Class</u>	<u>Hourly Rate</u>
Light Truck Driver	BC04	\$ 24.80
Truck Driver Laborer	BC05	\$ 25.79
Truck Driver	BC06	\$ 26.83

July 1, 2024

<u>Title</u>	<u>Class</u>	<u>Hourly Rate</u>
Light Truck Driver	BC04	\$ 26.04
Truck Driver Laborer	BC05	\$ 27.09
Truck Driver	BC06	\$ 28.17

## 11. INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Contract, at no cost to UH, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance 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:

### a. Required Insurance Coverage.

Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the Contractor and/or the Contractor Agents, within, on, or about the Premises and/or the UH Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit

\$1,000,000.00 Each occurrence

\$2,000,000.00 General Aggregate per policy year

\$2,000,000.00 Products and Completed Operations Aggregate per policy year

Personal/Advertising Injury – Each occurrence \$1,000,000.00

Medical Expenses -- Any one person \$5,000.00

Damage to Rented Premises – Each occurrence \$250,000.00

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy,

and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this paragraph 9 (Insurance) covering the Contractor's conduct of the Concession on or within the Premises and/or the UH Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- b. Automobile Insurance. If required by UH 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
Basic No-Fault Insurance	As required by Hawai'i law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UH shall have the right to impose a new requirement consistent with the then Applicable Laws.

- c. Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the UH Campus, with coverage, amounts, and limits as required by law.
- d. 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

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- e. Pollution Liability Insurance. If required by UH in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the Contractor or the Contractor Agents and/or the conduct of the Concession.

- f. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under this Agreement shall be subject to the following:
1. Notice of changes. Contractor will be required to notify UH 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).
  2. UH insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any UH insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
  3. Name UH as an additional insured. UH shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under this Agreement except for workers compensation and employers liability insurance.
  4. Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of UH.
  5. UH not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in this Agreement, including all premiums. UH will not be responsible for paying any such costs.
  6. Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under this Agreement must be reasonable and acceptable to UH based upon the type of insurance involved and the conduct of the Concession.
- g. Deposit insurance certificates. Contractor will timely deposit and keep on deposit with UH, certificates of insurance necessary to satisfy UH that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.
- h. UH may cure failure to obtain/maintain insurance. If Contractor fails to provide and maintain the insurance required by this Agreement after written notice to comply from UH, UH may, but shall not be required to, procure such insurance at the sole cost and expense of Contractor, who shall be obligated to immediately reimburse UH for the cost thereof plus ten percent (10%) to cover UH's administrative overhead.
- i. Lapse in insurance constitutes a breach. Any lapse in, or failure by Contractor or any Contractor Agents to procure and maintain the insurance coverage required under this Agreement, at any time during and throughout the term of this Agreement, shall be a breach of this Agreement and UH may terminate the rights of Contractor and all Contractor Agents to conduct the Concession.

- j. Insurance shall not limit Contractor liability. Obtaining the required insurance coverage will not be construed to limit Contractor's liability hereunder or to fulfill Contractor's indemnification, defense, and hold harmless obligations under this Agreement. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of Contractor and/or the Contractor Agents.
- k. UH may adjust insurance requirements. UH may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event Contractor shall, and shall cause the Contractor Agents to, obtain insurance, as modified. UH's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. Contractor shall satisfy all UH risk management requirements that are in

## 12. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any of the Contractor's employees that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

## 13. LAWS, ORDINANCES, STATUTES, AND REGULATIONS

The Contractor shall comply with all laws, ordinances, statutes, and regulations pertaining to collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorization as may be required.

## 14. COORDINATION OF WORK

Upon award of the contract, Contractor shall contact the Technical Representative to establish operational and administrative procedures including coordination, scheduling contract personnel including telephone numbers, and lead time for notification of non-scheduled pick-ups.

## 15. 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. Thereafter, the contract shall be renewable in increments of ONE (1) year, for up to FOUR (4) additional years and a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the renewal date.

The contracted price may be adjusted in accordance with Special Provision 16, ESCALATION CLAUSE, upon written request of the Contractor. Further, the University may terminate the contract at any time upon SIXTY (60) days prior written notice after the initial term.

16. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contracted bid price per item, provided the request is made in writing to the University. The University will consider requests for price adjustments based on the following:

a. Wage Increases

If after July 1, 2024, the prevailing wage rates for state civil service workers performing similar work is increased, the University shall allow the Contractor to adjust the percentage of the contract prices that represents labor costs, not more than the percentage increase granted to state civil service workers performing similar work. Price adjustments shall be made through modifications to the contract for the increase upon request of the Contractor, provided that, prior to or concurrent with such request the Contractor documents to the satisfaction of the University that he/she has paid his/her employees' wages not less than that paid to public employees doing similar work during the period of the contract. However, in the event Section 103-55, Hawaii Revised Statutes, is repealed or modified so that this section of the statute is no longer applicable to this contract, this clause will be voided.

b. Non-Wage Increases

The Contractor shall be allowed to request adjustments to the percentage of the contract prices that do not represent labor costs, for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the non labor portion cost portion of the contract prices 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.

17. PAYMENT

The Contractor shall be remunerated after each game.

The Contractor shall submit a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawaii, Athletics Department, 1337 Lower Campus Road, Honolulu, Hawaii 96822.