

INVITATION FOR BIDS (IFB) NO. 24-885  
TO  
FURNISH AND DELIVER  
INDUSTRIAL RIDER SWEEPER WITH ENCLOSED CAB  
FOR  
KAPIOLANI COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

APRIL, 2024

BOARD OF REGENTS  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

TABLE OF CONTENTS

IFB No. 24-885, to Furnish and Deliver Industrial Rider Sweeper with Enclosed Cab for Kapiolani Community College, University of Hawaii, Honolulu, Hawaii

<b>Section</b>	<b>Pages</b>
Notice to Bidders.....	2
Bid Requirements.....	3
Technical Specifications.....	4 - 6
Special Provisions.....	7 - 10
ATTACHMENT - Mandatory Bid Form.....	1 - 5

**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE REVIEWED AND THAT THE MANDATORY BID FORM IS SUBMITTED AS PART OF THEIR BID PACKAGE.**

## NOTICE TO BIDDERS

The University of Hawaii IFB No. 24-885, to Furnish and Deliver Industrial Rider Sweeper with Enclosed Cab for Kapiolani Community College, Honolulu, Hawaii is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., May 17, 2024.** 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

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 for the issuance of the IFB, to receive the Mandatory Bid Form and other Bid requirements, issue Amendments, and make award for the IFB. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this IFB through reference. Bidders shall review all special instructions located in HlePRO.

### Questions and Clarifications

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **May 6, 2024** at 4:00 p.m., Hawaii Standard Time. Responses will be posted **May 8, 2024**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner  
President, University of Hawaii

Posting Date: **April 30, 2024**

***Vendors are responsible for notifying the Procurement Specialist Kurt Minato (e-mail: [minato@hawaii.edu](mailto:minato@hawaii.edu)) for accessibility concerns related to this IFB***

## BID REQUIREMENTS

### INDUSTRIAL RIDER SWEEPER WITH ENCLOSED CAB FOR KAPIOLANI COMMUNITY COLLEGE

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 24-6913, TO FURNISH AND DELIVER INDUSTRIAL RIDER SWEEPER WITH ENCLOSED CAB FOR KAPIOLANI COMMUNITY COLLEGE, HONOLULU, HAWAII, and offers to furnish and deliver the industrial rider sweeper with enclosed cab, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall complete delivery within TWELVE (12) months from the date designated in the Notice to Proceed, 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 AMOUNT**.

#### NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

## TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the industrial rider sweeper with enclosed cab required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. Furnish and Deliver ONE (1) New industrial rider sweeper with enclosed cab with the following specifications:
  - A. Shall be a new current model year production industrial rider sweeper with enclosed cab.
  - B. Operating gross vehicle weight shall be under 10,000 lbs.
  - C. Shall have enclosed cab with falling object protection system and climate control (heating and air conditioning), windshield wiper, rear tower bumpers and overhead guard that is American National Standards Institute (ANSI) approved.
  - D. Shall have wrap around bumper for protection to machine components.
  - E. Shall have high-back seat and seat belt.
  - F. Shall have power steering with tilt steering wheel and horn.
  - G. Shall have dual left and right-side brush for two front brush operation and mid-body main brush with vacuum.
  - H. Shall have easily accessible operator in cab controls, levers, push buttons, and emergency shut-off.
  - I. Shall have tool free main brush and side brush changing abilities.
  - J. Maximum width shall be 80 inches including brush width.
  - K. Shall have high efficiency particular air (HEPA) dust filtration which shall filter to .03 microns at 99-97% efficiency.
  - L. Shall have wet dust control for brushes that extend beyond the frame of the drive unit such as side brushes.
  - M. Shall have hydraulic dump with minimum dump clearance height of 52 inches.
  - N. Shall have main brush lift to be hydraulically controlled.
  - O. Maximum height shall be 96 inches to clear tree lined parking and walkways.

- P. Vacuum filters shall have a shaker mechanism to reduce clogging and downtime for maximum operating time.
- Q. Shall have low speed operations with less than 10 miles per hour travel speed.
- R. Shall have warning and safety shutdown sensors.
- S. Shall have hopper with minimum capacity of 100 gallons.
- T. Shall have motion safety audible and visual driving alarms.
- U. Shall have headlights, taillights, and safety light such as a beacon light.
- V. Shall have a diesel Environmental Protection Agency (EPA) compliant motor.
- W. Sweeper shall be hydraulically controlled which is powered by the diesel motor.
- X. Shall have hydrostatic drive which is hydraulically controlled.
- Y. Shall have an audio and visual backup alarm.
- Z. Shall have a vacuum wand and blower attachment to clean inaccessible areas.
- AA. Warranty on the sweeper shall be for a minimum period of SIX (6) months. During this warranty period the Contractor shall provide on-site warranty service which shall be inclusive of all parts, labor and travel to Kapiolani Community College.
- BB. Contractor shall provide replacement on all parts only for a period of FOUR (4) years or 2,800 hours of operation at no additional cost to the University. Parts that are in-stock shall be delivered to Kapiolani Community College within TWO (2) business days. Parts that are not in-stock shall be delivered to Kapiolani Community College within TWO (2) business days upon Contractor receipt of the part. All parts shall be shipped/delivered via the best way to make the TWO (2) business day delivery.
- CC. If any problems with the sweeper occur during the warranty period that requires inspection and repair, the Contractor shall physically inspect the sweeper within THREE (3) business days to identify the problem for repair. All cost associated with inspection and repair, including but not limited to travel, shall be included as part of the cost of the sweeper.
- DD. Contractor shall provide factory authorized service on the island of Oahu, standard original equipment manufacturer parts, warranty, and on-site service at Kapiolani Community College located at 4303 Diamond Head Road, Honolulu, Hawaii 96816. All cost associated with on-site repair, including but not limited to travel,

parts and labor, shall be included as part of the cost of the sweeper.

EE. Contractor shall provide to the Technical Representative TWO (2) paper copies of the manufacturer shop service manual, parts manual, warranty information, all manufacturer's literature, and FIVE (5) copies of manufacturer's operating manual.

FF. Contractor shall provide manufacturer training on both operation and maintenance of equipment at the time of delivery.

## 2. DELIVERY

Contractor shall furnish and deliver the industrial rider sweeper with enclosed cab, training and maintenance within TWELVE (12) months from the date designated in the Notice to Proceed to:

Kapiolani Community College  
Auxiliary Services, Olopuu 103  
4303 Diamond Head Road  
Honolulu, Hawaii 96816

## 3. 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 questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by **May 6, 2024**. Responses will be posted on **May 8, 2024**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

**Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made through HlePRO as a Question or 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 Furnishing and Delivery of Industrial Rider Sweeper with Enclosed Cab for Kapiolani Community College shall be in accordance with the terms and conditions of IFB No. 24-885 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. 24-885 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 Jameson Ramelb, Auxiliary Services Manager, Tel: (808) 734-9124. Email: [jramelb@hawaii.edu](mailto:jramelb@hawaii.edu).

### 4. 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 goods and/or services.

### 5. INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Agreement, at no cost to the University of Hawaii (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.

- (1) 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

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

- (2) Automobile Insurance. 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.

- (3) 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.

- (4) 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.

- b. 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 Services.
- c. 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.
- d. 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.
- e. 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 Services.

- f. 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.
- g. 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 effect as of the Effective Date and as may be amended from time to time.

#### 6. 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.

#### 7. CORRECTION OF DEFICIENCIES

In the event the Contractor fails to correct any deficiency within seven (7) consecutive calendar days 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 action only after it has determined that the Contractor is unable to correct the situation in a timely manner or the situation becomes intolerable.

#### 7. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice indicating the contract number, to Kapiolani Community College, Business Office, 4303 Diamond Head Road, Ilima 105, Honolulu, Hawaii 96816 no later than THIRTY (30) calendar days following submission of invoice and acceptance of goods and services.