

INVITATION FOR BIDS (IFB) NO. 17-0116
TO
PROVIDE
WATER TREATMENT PROGRAM FOR
STEAM BOILERS AND REHEAT WATER SYSTEM
JOHN A. BURNS SCHOOL OF MEDICINE (JABSOM)
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. 17-0116, Provide Water Treatment Program for Steam Boilers and Reheat Water System, John A. Burns School of Medicine (JABSOM), University of Hawaii 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., October 21, 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 11, 2016

Vendors downloading the IFB shall be responsible for notifying the Procurement Specialist Michele Elmore (e-mail: mselmore@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
PROVIDE WATER TREATMENT PROGRAM FOR STEAM BOILERS
AND REHEAT WATER SYSTEM

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. 17-0116, TO PROVIDE WATER TREATMENT PROGRAM FOR STEAM BOILERS AND REHEAT WATER SYSTEM, JOHN A. BURNS SCHOOL OF MEDICINE (JABSOM), UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, located at 651 Ilalo Street, Honolulu, Hawaii, and offers to furnish all labor, materials, tools, chemicals, equipment, transportation and supervision necessary to provide services, 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:

BASIC BID

Water Treatment Program, as Per Technical Specifications:

TOTAL AMOUNT

\$ _____ x 5 years = \$ _____
(Annual Cost)

Price shall include labor, materials, parts, tools, chemicals, equipment, transportation and supervision, and all applicable taxes.

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 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.

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID – 3, 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.

All questions pertaining to the Technical Specifications shall be directed to Dien Truong, Office of Facilities, Operations and Planning, telephone (808) 692-0913.

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 include the Technical Specifications below based on the Bidder's offer and be considered as acceptance of the specifications as published.

1. SCOPE OF WORK

- A. The Contractor shall furnish all labor, equipment, chemicals, supplies and tools necessary to provide a complete Water Treatment Program for the steam boilers and reheat water system at the University of Hawaii at Manoa, John A. Burns School of Medicine (JABSOM), Kaka'ako Facility. The water treatment program shall optimize water chemistry to reduce overall energy/ utility consumption, including water consumption, while optimizing boiler efficiency.
- B. The Contractor shall be responsible for testing the boiler water system and maintaining the boiler water chemistry to assure conductivity, alkalinity, pH and other parameters are within manufacturer's stated control ranges. Boiler water chemistry shall be maintained in prescribed control bands for pH, chemical additive concentrations and total dissolved solids by adding chemicals and/or blowing down the boilers.
- C. The Contractor shall be responsible for testing the reheat water system and maintaining nitrite levels as prescribed.

2. DESCRIPTION OF SERVICES

- A. Conduct monthly in-depth on-site (on-site means at the JABSOM site) testing of the steam boilers. Chemical testing to include, conductivity, TDS, sulfite, alkalinity, hardness, chlorides, cycles of concentration, water clarity/turbidity and pH.
- B. Conduct monthly on-site testing of the boiler feed water and water softener. Analyses should include conductivity, TDS, chlorides and pH.
- C. Calibrate automatic blowdown controllers as required for accurate operations.

- D. Conduct quarterly on-site testing of the steam condensate at the autoclaves in the Level 3 labs. Chemical testing shall include conductivity, TDS, clarity/turbidity and pH. These water samples (obtained by routing steam through a cooler in the immediate area of the autoclave) will be drawn by Facilities personnel.
- E. Service and regulate the existing chemical feed equipment to ensure system water chemistry is within manufacturer's control ranges. Any variance from the control ranges shall be corrected immediately following an abnormal test result.
- F. Conduct monthly on-site testing of the reheat water system. Chemical testing to include conductivity, TDS, clarity/turbidity and nitrite concentration. Maintain nitrite levels at prescribed concentration by adding chemicals.
- G. Conduct on-site water treatment training as requested. Topics to be covered shall include key water treatment concepts, excursion identification, safety, hazardous communication, and water and energy savings
- H. Service visits shall be conducted on a monthly basis at a minimum. Additional service calls will be provided on an as needed basis and will be covered within the scope of this contract.
- I. The Contractor shall guarantee all materials and workmanship performed under this contract.

3. QUALIFICATIONS

- A. A college graduate with a Bachelor of Science degree (with five years of experience in boiler water chemistry) is preferred, but not mandatory to review and make recommendations for chemical treatment based on boiler manufacturer's guidelines. Such recommendations shall be discussed with the JABSOM Facilities' Director or his designate prior to implementation.
- B. A single water treatment company shall provide all products and services throughout the contract period. The water treatment company and/or its field engineer shall have a minimum of FIVE (5) years' experience with water treatment services in the State of Hawaii. Proof of experience shall be provided upon request.
- C. The water treatment company shall have a field engineer based in Honolulu to perform the regular servicing. The field engineer shall have a minimum of FIVE (5) years experience in actual, onsite testing of similar systems. Proof of experience shall be provided upon request.
- D. Contractor shall have a field office address located in Honolulu and shall have after-hours response capability.

4. EQUIPMENT

Steam Boilers

- A. Two (2) Hurst 150 HP Boilers.
- B. Normal operating pressure: 115 psig steam.

Reheat Water Systems

- A. 460 gallon Storage Tank
- B. Temperature: 140 degrees F
- C. Heat Pump: 76 Tons

Steam Serving Autoclaves

- A. Steam line serving an autoclave in the ABSL-3 preparation room and a steam line in the BSL-3 preparation room

5. REPORTING REQUIREMENTS

- A. Submit a monthly written service report to JABSOM Facilities detailing testing results, operational findings, and corrective actions taken. In addition to chemistry results, the document will include the date and time that the boiler water, feed water and other samples were taken, chemical analysis results and any action taken to establish or maintain boiler water chemistry within acceptable chemistry bands. When boiler water or feed water chemistry is found to be out of specification by analysis, a written explanation shall be given to JABSOM Facilities that provides a cause for the out of spec condition found and the corrective action taken to correct the problem.
- B. Submit a quarterly written service report to JABSOM Facilities, The report shall include test results for the steam condensate samples from the autoclaves. The document will include the date and time that the condensate samples were taken, chemical analysis results and any action taken to establish or maintain boiler water chemistry within acceptable chemistry bands.
- C. Submit a monthly written service report to JABSOM Facilities. The report shall include test results for the reheat water system. The document will include the date and time that the reheat water samples were taken, testing conducted and any action taken to maintain nitrite concentration within acceptable levels. This report can be combined with the monthly report submitted that provides the boiler water chemistry test results.

6. SCHEDULING

- A. Monthly service shall be performed during normal working hours, or as coordinated with the University.
- B. Quarterly service shall be performed during normal working hours, or as coordinated with the University.
- C. Normal JABSOM working hours are from 0730 (07:30 am) to 1630 (4:30pm) Mondays through Fridays, excluding State holidays. (subject to change by JABSOM).

7. CHEMICALS

- A. Chemicals requirements.

Steam Boilers

- 1) Multi-component formulated boiler treatment product that includes:

- Polymeric sludge dispersant
- Phosphate scale inhibitor to prevent disposition in the boiler internals.
- Sulfite oxygen scavenger for oxygen corrosion protection.
- Alkalinity source for corrosion protection in steam generating systems
- Neutralizing Amine

- 2) Neutralizing amines containing cyclohexylamine, diethylaminoethanol, and morpholine for proper protection of the beginning, middle and final areas of the steam and condensate systems.

Reheat Water System

- 1) Nitrite based closed loop inhibitor
- B. All products shall be compatible with system materials of construction and operating conditions and shall comply with all applicable regulatory agencies.
- C. Contractor shall provide a product bulletin to the Technical Representative on each chemical administered for water treatment to verify chemical requirements. SDS (formerly MSDS) data sheets shall also be submitted for each product used in the chemical treatment prior to execution of this contract.

- D. The Contractor shall maintain an adequate supply of chemicals required for routine service and testing.
- E. The Contractor shall notify the University when chemicals are not readily available to perform the service

8. SAFETY PRECAUTIONS

- A. Contractor shall comply with all applicable safety regulations from OSHA, EPA, and other governmental agencies.
- B. Contractor shall exercise caution during work to prevent damage to any of the building structure. When requested by the University, the Contractor shall restore all damages, caused by Contractor's negligence, at the Contractor's own expense.
- C. Contractor is responsible for all damages to ceilings, roofing and other building structures resulting from the work performed.

9. CLEANUP AND WORK PRACTICES

- A. Contractor shall keep the work area free of debris, litter, refuse, etc. and shall clean all fluids, oil, grease drippings, or spills during the daily progress of work. Contractor shall remove all tools, used or waste oils and fluids, parts, and equipment from the service area upon completion of the work and legally dispose of, whether hazardous or not, in accordance with EPA and/or other government regulations including providing written records. Contractor shall support and protect the University legally and financially with regard to these regulations.
- B. Contractor shall adhere to UH-JABSOM Guidelines for Contractors & Vendors which can be viewed at:

http://www.hawaii.edu/ehso/kakaako/Contractor's%20Guide_JABSOM%20Kaka'ako.pdf

10. SECURITY

- A. Contractor must be aware of heightened security conditions covered by this contract. Contractor is requested to report any suspicious activity or obvious breach of security in relation to or in the course of their work to the University.
- B. Possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of non-prescribed legal drugs shall not be permitted on the JABSOM premises.
- C. While performing services, Contractor's personnel shall not admit anyone into the area, except those authorized by JABSOM.

11. EMPLOYEE IDENTIFICATION

Each employee shall wear an identification badge provided by the University.

12. LOSS OF OR DAMAGE TO UNIVERSITY PROPERTY

Any loss of or damage to University property caused by negligence of the Contractor or its employees, shall be replaced, repaired, and/or paid for by the Contractor. Contractor shall be responsible for any type of key(s) issued and shall pay for the cost of replacing lost keys or re-keying of locks as determined by the University.

13. COMMUNICATION

- A. Contractor shall be accessible during normal working hours, 0730 (7:30 AM) to 1630 (4:30 PM), Monday through Friday, by telephone, answering service, or some alternate mode approved by the University to permit daily communication between the Contractor and the University. Contractor shall provide a plan for communication outside of *normal* working hours (i.e. nights, weekends, and holidays).
- B. Contractor shall meet with the JABSOM when requested during the contract period to review the contract terms and specific responsibilities, make adjustments in staffing, and evaluate performance of Contractor.

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 Providing of Water Treatment Program for Steam Boilers and Reheat Water System, John A. Burns School of Medicine (JABSOM) shall be in accordance with the terms and conditions of IFB No. 17-0116 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. 17-0116 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 Dien Truong, telephone (808) 692-0913, email: dien@hawaii.edu.

4. CONDITIONS AT SITE / SITE VISIT

Each bidder shall 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. No additional allowance will be granted because of lack of knowledge of such conditions. Please contact Dien Truong at (808) 692-0913 to arrange a site visit.

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 in the Notice to Proceed. Thereafter, the contract may be renewable from year to year, for up to FOUR (4) additional years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. Further, the University may terminate the contract at any time after the first year, upon NINETY (90) days prior written notice.

8. SCHEDULE OF WORK

All maintenance services described herein shall be performed between the hours of 7:45 a.m. to 4:00 p.m., Monday through Friday. No after hours or overtime work shall be allowed.

9. REGISTRATION OF SERVICE PERSONNEL

Contractor's service personnel authorized to perform under the contract shall be required to contact the Technical Representative prior to performing the service and when leaving the premises after completion of the services.

10. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any workman that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

11. INSURANCE

Contractor shall maintain General Liability 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 per project aggregate.

Contractor shall also maintain motor vehicle no-fault insurance in the amounts required by and in accordance with the laws of the State of Hawaii.

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 with respect to 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.

12. WORKERS' COMPENSATION

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

13. PAYMENT

The Contractor shall be remunerated monthly upon satisfactory completion of services and submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawai'i, John A. Burns School of Medicine, Office of Fiscal & Administrative Services, 651 Ilalo Street, MEB 4th Floor, Honolulu, Hawaii 96813.