

INVITATION FOR BIDS (IFB) NO. 17-0118

TO

PROVIDE

REFUSE COLLECTION SERVICES

FOR

UNIVERSITY OF HAWAII - WEST OAHU

UNIVERSITY OF HAWAII

KAPOLEI, HAWAII

OCTOBER, 2016

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

TABLE OF CONTENTS

IFB No. 17-0118, to Provide Refuse Collection Services for University of Hawaii - West Oahu,
University of Hawaii, Kapolei, Hawaii

	Pages
Notice to Bidders	1
Business Classification Certification Statement	1-2
Bid Form	1-6
Technical Specifications	1-4
Special Provisions	1-6
Attachment A, Map.....	1

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. 17-0118, to Provide Refuse Collection Services for University of Hawaii - West Oahu, 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 25, 2016**, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

The University intends to award a Contract to start no earlier than December 1, 2016. Contractor shall be responsible for any delays caused by inadequate Certificate(s) of insurance submittals.

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 Liane Kimura-Rita, (808) 956-8674.

David Lassner
President, University of Hawaii

Posting Date: October 11, 2016

Vendors downloading the IFB shall be responsible for notifying the Procurement Specialist Liane Kimura-Rita (e-mail: lianekr@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 REFUSE COLLECTION SERVICES
FOR
UNIVERSITY OF HAWAII - WEST OAHU

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. 17-0118, TO PROVIDE REFUSE COLLECTION SERVICES FOR UNIVERSITY OF HAWAII - WEST OAHU, UNIVERSITY OF HAWAII, KAPOLEI, HAWAII, and offers to furnish services to 91-1001 Farrington Highway, Kapolei, Hawaii 96707, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall provide refuse collection services for a period of ONE (1) year, and thereafter renewable from year to year for a total of THREE (3) years, from the date designated in the Notice to Proceed, as follows:

(Remainder of page BID - 1 is blank.)

BASIC BID

PART 1

Item	Location	Container Size	Qty	x	Unit Price per Pickup per Container	x	# of Pickups per Week	x	# of Weeks	=	TOTAL AMOUNT
1	Library - General Waste	3 cubic yd	1	x	\$	x	2 (Tues, Fri)	x	17	=	\$
2	Library - General Waste	3 cubic yd	2	x	\$	x	2 (Tues, Fri)	x	35	=	\$
3	Library - Recycling (Single Stream)	3 cubic yd	1	x	\$	x	1 (Wed)	x	52	=	\$
4	Campus Center - General Waste	6 cubic yd	1	x	\$	x	2 (Tues, Fri)	x	17	=	\$
5	Campus Center - General Waste	6 cubic yd	1	x	\$	x	3 (Tue, Thurs, Sat)	x	35	=	\$
6	Laboratory - General Waste	3 cubic yd	1	x	\$	x	2 (Tues, Fri)	x	17	=	\$
7	Laboratory - General Waste	3 cubic yd	2	x	\$	x	2 (Tues, Fri)	x	35	=	\$
TOTAL AMOUNT, PART 1 (Items 1 - 7)										=	\$

PART 2

Item	Location	Container Size	Qty	x	Unit Price per Pickup per Container	x	# of Pickups per Year	=	TOTAL AMOUNT
8	Maintenance/Mechanical – General Waste	40 cubic yd	1	x	\$	x	2 (Dec 1, May 1)	=	\$
TOTAL AMOUNT, PART 2 (Item 8)									\$

TOTAL BASIC BID (TOTAL AMOUNT, PART 1 + TOTAL AMOUNT, PART 2) = \$_____

PERCENTAGE OF BIDDER’S PER PICK-UP PRICE WHICH REPRESENTS (for information only):

City & County of Honolulu Landfill/Disposal Fee: _____%

Labor Costs: _____%

All pickups shall be completed before 8:00 a.m.

Prices for all items in Parts 1 and 2 shall include cost of pick-up, transportation, disposal, labor, overhead, and all applicable taxes. Bidders must bid on all items in Part 1, Part 2 and Unit Prices (page BID - 3) in order to be considered for award.

UNIT PRICES FOR “AS REQUIRED” ITEMS

It shall be understood that the following Unit Price quotations shall be used at the option of the University on an “As Required” basis.

ADDITIONAL “AS REQUIRED” PICKUPS

Unit Price per additional pick-up for 3 cubic yard container \$ _____

Unit Price per additional pick-up for 6 cubic yard container \$ _____

Unit Price per additional pick-up for 40 cubic yard container \$ _____

Unit Prices for additional pick-ups shall include cost of pick-up, transportation, disposal, labor, overhead, and all applicable taxes.

ADDITIONAL “AS REQUIRED” CONTAINERS

Unit Price per additional 3 cubic yard container \$ _____

Unit Price per additional 6 cubic yard container \$ _____

Unit Price per additional 40 cubic yard container \$ _____

Unit Prices for additional container shall include transportation, labor, overhead, 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.

CERTIFICATION OF COMPLIANCE

The Certificate of Compliance with the requirements of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 5, ELIGIBILITY TO BID, is enclosed.

REFERENCES

The names of companies, contact persons, and addresses of THREE (3) agencies for whom undersigned currently provides refuse collection services are as follows:

	<u>Company</u>	<u>Contact Person</u>	<u>Address & Telephone No.</u>
1.	_____		
2.	_____		
3.	_____		

The University reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

REMITTANCE ADDRESS

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 6, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

WAGE CERTIFICATE

Description of Project: _____

(To be filled in by prospective bidder)

Pursuant to Section 103-55, HRS, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103 55, HRS.

Bidder: _____

Signature: _____

Title: _____

Date: _____

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

1. SCOPE OF SERVICE

Contractor shall provide all labor, supervision, refuse containers, tools, transportation, and equipment necessary to collect and dispose of refuse and recyclable items from designated areas at University of Hawaii - West Oahu as shown in Attachment 1.

2. PICKUP AREAS, CONTAINER SIZES, AND PICKUP SCHEDULE

Refuse collection for University of Hawaii - West Oahu, 91-1001 Farrington Highway, Kapolei, Hawaii 96707, shall be performed as scheduled below before **8:00 a.m.** The Contractor shall contact the Technical Representative if any delay is anticipated.

a. During the Academic Year (35 weeks)

<u>Location</u>	<u>Qty</u>	<u>Container Size</u>	<u>Pickup Schedule</u>
Library-General Waste	2	3 cu. yd.	2 times per week
Library - Recycling (Single Stream)	1	3 cu. yd.	Every Wednesday
Campus Center General Waste	1	6 cu. yd.	3 times per week
Laboratory - General Waste	2	3 cu. yd.	2 times per week
Maintenance/Mechanical	1	40 cu. yd.	Dec 1st and May 1st

b. Outside of Academic Year (17 weeks)

<u>Location</u>	<u>Qty</u>	<u>Container Size</u>	<u>Pickup Schedule</u>
Library-General Waste	1	3 cu. yd.	2 times per week
Library - Recycling (Single Stream)	1	3 cu. yd.	Every Wednesday
Campus Center General Waste	1	6 cu. yd.	2 times per week
Laboratory - General Waste	1	3 cu. yd.	2 times per week

3. CONTAINERS

- a. Contractor shall provide refuse containers at the specified location in the specified quantity and size of container.
- b. The containers shall be of metal construction, furnished with hinged metal or plastic cover which can be opened and closed easily. The containers shall be uniform in configuration and appearance, and easily recognizable as refuse containers.
- c. Contractor shall have a sufficient inventory of containers so that replacement containers will be available in the event that containers at any station are removed for repairs or for any other reasons.

- d. The containers provided by the Contractor shall be properly maintained by the Contractor at all times.
 - 1) Maintenance shall include, but not be limited to: Painting for good appearance, repairing of damages for safety and prevention of leakage or escape of refuse placed in the containers, periodic clean-up of interior and exterior of containers by washing, scraping, steam-cleaning and/or spraying with an approved disinfectant at least once a month or more often depending upon the type of refuse usually contained, in order to keep the containers clean, sanitary, and free from offensive residual odors.
 - 2) Containers shall be subject to inspection by the Environmental Health and Safety Officer of the University and Contractor shall comply with all University recommendations, if any, to correct all unsanitary conditions.
- e. The only printing which may appear on the containers shall serve to identify ownership of the containers and to identify containers as refuse receptacles. Any printing appearing on the containers shall be discreet in appearance and acceptable to the University. Containers shall not contain any advertising.
- f. The University shall not be liable for damages to the container(s) provided by the Contractor. In addition, the container(s) shall remain the exclusive property of the Contractor.

4. COLLECTION SERVICE

- a. The Contractor shall contact the Technical Representative if any delay is anticipated.
- b. If the regularly scheduled pickup(s) fall on a State or Federal holiday observed by the University, the Contractor shall re-schedule the pickup(s) for the next workday following the holiday.
- c. The Contractor shall completely empty the container during collections to ensure that transfer of refuse from containers to refuse collection trucks be performed with minimum spillage and pollution of the atmosphere or surrounding area. In the event that spillage occurs, the Contractor shall clean the area to ensure the area is left in a satisfactory clean condition to the University.
- d. The Contractor shall perform the work in a manner that results in minimal interference with the safety, welfare, and convenience of the University's daily operations and with the least disturbance to students and staff.
- e. On all days when the refuse is collected, the Contractor shall push out the refuse container from the trash area onto the driveway area for emptying and return the refuse container to the trash area for servicing.

5. ADDITIONAL "AS REQUIRED" PICKUPS

- a. An additional "As Required" pickup shall be considered to be any occasion the Contractor is called upon to make a collection outside of regularly scheduled collections listed on page TECHNICAL SPECIFICATIONS - 1. The Contractor shall be given TWENTY-FOUR (24) hours notice for an "As Required" pickup.
- b. A purchase order shall be issued for any "As Required" pickup. The cost of such pickups shall be as established by the Unit Price for "As Required" pickups listed on page Bid - 3.

6. DISPOSAL OF REFUSE

The Contractor shall be responsible for the disposition of all refuse at the disposal sites. The cost of the disposal of the refuse including dump fee charges shall be borne by the Contractor.

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

7. CORRECTION OF DEFICIENCIES

- a. In the event that the Contractor is unable to perform the scheduled services, the Technical Representative shall be notified immediately and the Contractor shall perform such scheduled services by 4:00 p.m. that day or 8:00 a.m. the following day. In the event the refuse container overflows as a result of a delay in collection service, the University shall not be assessed an overage charge. The University shall notify the Contractor as to whether the delay is considered non-excusable. Non-excusable delays shall be defined as those delays which are beyond the control of the contractor such as extreme traffic situations.
- 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. Should any overflow result from any non-excusable nonperformance, the removal of the bagged overflow shall not be chargeable to the University; and if removed by other means, the cost shall be chargeable to the Contractor.

8. CONTRACTOR'S OPERATION

The Contractor shall confine all operations for the refuse collection services performed to the immediate vicinity of the work area.

9. CONTAINER ACCESS

The University shall keep the area around the containers reasonably clear so the Contractor will have access to the containers and the Contractor is able to empty and replace the containers without any obstructions or hazards.

10. ADDITIONAL CONTAINER AND ADDITIONAL PICKUPS AS REQUIRED

The University may request additional 3 cubic yard, 6 cubic yard, or 40 cubic yard containers, or additional pickups, on "As-Required" basis at the Unit Prices set forth in the contract. The Technical Representative shall notify the Contractor of the specific dates when these services are required.

11. CHANGES IN PICKUP AREAS AND CONTAINERS

The University reserves the right to add or delete new pickup areas and containers for University of Hawaii - West Oahu upon request by the University. The Contractor agrees to provide additional refuse containers and service the additional pickup areas at the prices established in the bid for the type of containers to be used in the additional pickup areas.

Any change to the pickup areas and containers shall be made to the contract upon mutual agreement in writing between the parties via issuance of a modification to the contract.

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 Refuse and Recycling Collection for the University of Hawaii - West Oahu shall be in accordance with the terms and conditions of IFB No. 17-0118 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://hawaii.edu/oprpm/docs/GP0913.pdf>

2. AUTHORITY

IFB No. 17-0118 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 Carlton Ho, telephone (808) 689-2534.

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. 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, after the initial period, 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.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

6. NOTIFICATION TO CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES

Contractor shall be obliged to notify its employees performing work 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 this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

7. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

To assist the bidder in determining whether the work the employees are to perform under this contract is similar to that performed by public employees, the following are the position, classification, and hourly rate for the positions that perform refuse collection services:

<u>Title</u>	<u>Class</u>	<u>Hourly Rate (Eff 10/1/16)</u>	<u>Hourly Rate (Eff 4/1/17)</u>
Refuse Collector	BC05	\$20.41	\$20.82
Truck Driver Laborer	BC05	\$20.41	\$20.82
Truck Driver	BC06	\$21.23	\$21.65
Heavy Truck Driver	BC07	\$22.08	\$22.52

8. CONDITIONS AT SITE

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. Bidders shall arrange for an appointment by contacting the Technical Representative, Monday through Friday, after 8:00 a.m., but not later than 4:00 p.m.

9. REFERENCES

Each bidder shall provide the names, addresses, and phone numbers of THREE (3) agencies, 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.

10. 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.

11. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide automobile liability in the amount of \$5,000,000 combined for bodily injury and property damage per occurrence and \$15,000 per person no fault (no aggregate limit per occurrence) and Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in project aggregate.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement and Real Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor 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 shall not be construed to limit Contractor's liability hereunder nor 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. 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. WORKERS' COMPENSATION

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

14. 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.

15. LANDFILL/DISPOSAL FEES

Bidders shall indicate on the Bid Form, page BID - 2, the percentage of the monthly price that represents the County Landfill/Disposal Fee. Should the County adjust its Landfill/Disposal rates, this fee shall be used to compute price adjustments. The Contractor may submit a written request to the Contracting Officer for a price adjustment due to such increase in actual dumping cost to the Contractor together with the new City and County of Honolulu Landfill/Disposal Fee Schedule. Costs of labor, equipment, equipment operations and materials used in the execution of this contract or any other costs incurred by the Contractor in connection herewith shall in no event be subject to this provision for price.

16. 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 pickups. The Contractor shall not be permitted to interfere with University operations, and work schedules shall be coordinated with the Technical Representative prior to commencing work.

17. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for the period of ONE (1) year commencing on the date designated in the Notice to Proceed. Thereafter, the contract shall be renewable from year to year, for a total of THREE (3) years, without the necessity of bidding, upon mutual agreement in writing, THIRTY (30) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with SPECIAL PROVISION 18, ESCALATION CLAUSE, of the contract, upon written request NINETY (90) days prior to the annual renewal date. Further, the University may terminate the contract at any time, after the first year, upon THIRTY (30) days prior written notice.

18. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contracted bid price per container pickup subsequent to bid opening, provided the request is made in writing to the University. The University will consider and approve those requests for price adjustment based on the following:

- a. Increase to City and County of Honolulu Landfill/Disposal Fee occurring subsequent to the bid opening date. (Documentation satisfactory to the University must be submitted with the request for verification by the University of such changes.)

The following formulas will be used in calculating such increase:

First Increase: $LI = (X * Y) * (Z)$

Subsequent Increase(s): $LI = A * Z$

Whereby LI = dollar amount increase in contract price per container pickup due to increase in City and County of Honolulu Landfill/Disposal Fee occurring subsequent to bid opening date;

X = original contract price per container pickup;

Y = percentage of bid price per container pickup designated by Contractor as representing City and County of Honolulu Landfill/Disposal Fee;

Z = percentage increase in City and County of Honolulu Landfill/Disposal Fee; and

A = that portion of the contract price per container pickup representing Landfill/Disposal Fee (this amount is X times Y plus any increase(s) in contract price per container pickup resulting from increase(s) in City and County of Maui Landfill/Disposal Fee).

- b. Increase to wage rates to public employees performing similar work occurring subsequent to the initial term of the contract, provided the Contractor designates in bid form that the work his employees are to perform under this contract is similar to that performed by public employees, and provided further, that the Contractor documents to the satisfaction of the University, that he has paid his employees wages not less than that paid to public employees doing similar work during the period of the contract prior to the request.

The following formulas will be used in calculating such increase:

First Increase: $WI = (X * Y) * (Z)$

Subsequent Increase(s): $WI = A * Z$

Whereby WI = dollar amount increase in bid price per container pickup due to increase in State wages;

X = original contract price per container pickup;

Y = percentage of bid price per container pickup designated by Contractor as representing labor costs;

Z = percentage increase in wages paid to State employees performing similar work; and

A = that portion of the contract amount representing wages (this amount is X times Y plus any increase(s) in contract price per container pick-up resulting from increase in State wages).

19. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawaii - West Oahu, Business Office, 91-1001 Farrington Highway, Kapolei, Hawaii 96707.

20. PROTECTION OF PROPERTY AND BUILDINGS

The Contractor shall take all necessary precautions during the progress of the work to protect the buildings as well as adjoining property, roadways, walkways, trees, lawns, landscape, and buildings from damage and injury and shall promptly repair any such damage to the satisfaction of the University, at no cost to the University. If the repair cannot be done immediately, the Contractor shall contact the Technical Representative to work out a time schedule acceptable to the University.

