

# INVITATION FOR BID No. J18025

## TO PROVIDE REFUSE COLLECTION & DISPOSAL SERVICES FOR VARIOUS LOCATIONS ON OAHU FOR THE JUDICIARY STATE OF HAWAII

**NOTE:** If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an Offer is submitted from an incomplete solicitation document.

April 2017

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**INVITATION FOR BID J18025  
TO PROVIDE REFUSE COLLECTION AND DISPOSAL SERVICES  
FOR VARIOUS LOCATIONS ON OAHU  
FOR THE JUDICIARY**

The Judiciary, State of Hawaii, is requesting competitive sealed offers from qualified applicants To Provide Refuse Collection and Disposal Services for Various Locations on Oahu for the Judiciary. If interested in submitting an offer, you may choose to submit your offer using the downloaded document provided. You must register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer may be rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: 808.538.5802

E-mail Address: [Deepa.P.Sheehan@courts.hawaii.gov](mailto:Deepa.P.Sheehan@courts.hawaii.gov)

Provide the following information:

Name of Company	•	Mailing Address	•	Name of Contact Person
Telephone Number	•	FAX number	•	E-mail Address
Solicitation Number	•	Fedex (or equivalent) account number, otherwise document will be sent by U.S. Postal Service first class mail		

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals (in hard copy, flash drive or email) and shall be received no later than 2:00 p.m., Hawaii Standard Time on May 18, 2017, at the following address:

**The Judiciary, State of Hawaii  
Financial Services Division  
Kauikeaouli Hale (District Court Building)  
1111 Alakea Street, 6th Floor  
Honolulu, Hi 96813-2807**

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. Questions relating to this bid solicitation shall be directed to Ms. Deepa P. Sheehan, in the Contract and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email [Deepa.P.Sheehan@courts.hawaii.gov](mailto:Deepa.P.Sheehan@courts.hawaii.gov).

Dean H. Seki  
Financial Services Director

## SECTION ONE SPECIFICATIONS

### 1.1. SCOPE

The work required shall consist of refuse collection and disposal services and shall include the furnishing of all labor, transportation, equipment, refuse containers, and other appurtenances necessary to collect and dispose of refuse for Judiciary facilities as listed in and in accordance to these Specifications, the Special Provisions, the General Conditions, and the Procedural Requirements attached hereto and by reference made a part hereof.

### 1.2. GENERAL SPECIFICATIONS

#### 1.2.1. Refuse Collection Sites, Containers and Schedule

The Contractor shall provide refuse collection services for the Judiciary building/locations according to the following schedule:

No	Building/ Location	Container	Schedule	Contact
1	Circuit Court Kaahumanu Hale 777 Puchbowl Street Honolulu, Hi 96813	Judiciary to provide one (1) combination compactor- container	1 X a month	Wayne Taniguchi 808-539-4348
2	District Court Kauikeaouli Hale 1111 Alakea St. Honolulu, Hi 96813	The Contractor shall provide one (1) three cubic yard closed and two (2) open containers compatible to the existing trash compactor. Size: 72 " X 44" X 44"	3 X a week Mon Wed Fri	Kevin Takahashi 808-538-5495
3	Home Maluhia 902 Alder Street Honolulu, Hi 96814	The Contractor shall provide one (1) three cubic yard container. Size: 72 " X 44 " X 44"	2 X a week Mon & Thur	Frank Isara 534-6753
4	Kaneohe District Court 45-939 Pookela St. Kaneohe, Hi 96744	The Contractor shall provide one (1) three cubic yard container. Size: 72 " X 44 " X 44"	2 X a week Mon & Thurs	Shirley Chargualaf 808-534-6303
5	Ewa District Court 870 Fourth Street Pearl City, Hi 96782	The Contractor shall provide one (1) six cubic yard bin with locking lid and wheels. Size: 108 " X 44 " X 44"	1 X a week Wed or to be determined	Ramona Suan 808-954-6917
6	Kapolei – Family Court 4675 Kapolei Parkway Kapolei, Hi 96707	The Contractor shall provide four (4) three cubic yard containers. Size: 72 " X 44 " X 44"	3 X a week Mon Wed Fri	Kaili Soon 808 954-8336

### 1.2.2. Maintenance of Containers and Collection Duties

1. Contractor shall empty refuse from containers or haul the combination compactor-container as designated by the schedule or as coordinated with the Officer-in-Charge.
2. On every pickup, containers shall be clean to the complete satisfaction of the Officer-in-Charge.
3. The containers shall be completely emptied during the collection, with a minimum of spillage of dust and solids. Spillage of any type shall be completely picked up by the Contractor and the area left broom clean, free of any debris and rubbish.
4. The Contractor shall hose down, disinfect, and deodorize any container, on any pickup, that is found to be soiled with wet rubbish or food refuse. Hosing down of the container shall not be done on Judiciary grounds.
5. Movable parts such as hinges and casters of Contractor's containers shall be oiled by the Contractor as needed.
6. Equipment, water, and materials needed to perform required maintenance shall be furnished by the Contractor.
7. Any container deemed by the Officer-in-Charge to be undesirable shall be replaced with an acceptable container on or before the next pickup.
8. Contractor's containers shall be kept in good repair and appearance at the Contractor's expense.
9. First Circuit Court Building (Kaahumanu Hale) Contractor shall haul the combination compactor-container to disposal site, dispose of refuse and return the emptied compactor/container within three (3) hours of pickup. Failure to return the compactor-container within three (3) hours shall be deemed a breach of this contract. Empty compactor-container shall be replaced at the location designated by the Officer-in-Charge in a condition which will be safe and ready for use.
10. Other Judiciary Locations Contractor shall empty refuse from containers into container mounted on refuse truck. Empty refuse compactor-container shall be replaced at trash compactor and the open bin containers shall be replaced at locations designated by the Officer-in-Charge in a condition which will be safe and ready for use.
11. The Contractor agrees to make emergency pick-ups in accordance to the Emergency Calls section of the attached Special Provisions.

### 1.2.3. Disposal of Refuse

The Contractor shall dispose of all refuse collected by transporting to disposal sites that meet the requirements of local ordinances and regulations applicable to refuse disposal.

### 1.2.4. Vehicle and Equipment

Vehicles and equipment used by contractor to collect and remove the refuse shall at all times be clean and well-maintained, both mechanically and in appearance.

### 1.2.5. Damages

The Contractor shall repair all damages to existing utilities and structures such as water lines, electric conduits, sewer lines, buildings, including compactor and hook up, etc., caused by his equipment or employees. If such repairs are not completed within fifteen (15) calendar days, the Judiciary reserves the right to purchase services for the necessary repairs from the open market and shall deduct all repair costs from the moneys due or that may thereafter become due to the Contractor. In case any money due the Contractor is insufficient for said purposes, the Contractor shall pay the difference upon demand by the Financial Services Administrator.

**END OF SECTION**

## SECTION TWO SPECIAL PROVISIONS

### 2.1. SCOPE

Work included in this contract shall consist of providing Refuse Collection and Disposal Services for the First Circuit Court and District Court Buildings, Home Maluhia, the Kaneohe Ewa District Courts and the Kapolei Court Facility. All work shall be performed in accordance with these Special Provisions, the Specifications, the attached General Conditions, and Procedural Requirements.

### 2.2. OFFICER-IN-CHARGE

For the purpose of this contract, Mr. Wayne Taniguchi, Facilities Manager is designated Officer-in-Charge over all the facilities. He may be contacted at 808 539-4348. The following individuals are designated contact persons of their respective facilities.

<u>Name</u>	<u>Facility</u>	<u>Telephone</u>
Wayne Taniguchi	First Circuit Court	808 539-4348
Kevin Takahashi	District Court	808 538-5495
Frank Isara	Home Maluhia	808 534-6753
Shirley Chargualaf	Kaneohe District Court	808 534-6303
Ramona Suan	Ewa District Court	808 954-6917
Kaili Soon	Kapolei Court	808 954-8336

### 2.3. TERM OF CONTRACT

The Contractor shall enter into a contract for providing refuse collection and disposal services for a period of twenty-four (24) months commencing July 1, 2017 to June 30, 2019. Unless terminated, the contract shall be extended without the necessity of rebidding for a period not to exceed three (3) additional twelve month periods upon mutual agreement in writing at least sixty (60) days prior to expiration, and provided the monthly contract price is not higher than the allowable increase. Refer to the Contract Extension and Price Adjustment sections of these Special Provisions. If the option to extend is mutually agreed upon, the Contractor shall be required to execute an amendment to the contract. The monthly contract price for the extended period may be adjusted and negotiated and shall not increase more than 5% of the monthly contract price as set forth in the Contract Price Adjustment provision. Any contract extension must be executed by the Contractor on less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

### 2.4. PRICE ADJUSTMENT

The Judiciary extends to the Contractor the right to request adjustments to the contracted bid price per container pickup subsequent to bid opening, provided the

request is made in writing to the Financial Services Administrator. Such requests will be approved for price adjustment based on the following:

1. Increases to City and County of Honolulu landfill/disposal fees occurring subsequent to the bid opening date. (Documentation satisfactory to the Financial Services Administrator must be submitted with the request for verification by the Judiciary of said change.)

The following formula will be used in calculating such increase:

$$\text{Increase: } (XY)(Z)$$

X = 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 fees;

Z = percentage increase in City and County of Honolulu landfill/disposal fees;

2. An increase of the percentage of the labor costs of the monthly contract price for furnishing refuse collection service may be adjusted, provided the wages paid to the following State positions are adjusted due to contract negotiations during the contract period previous to the extension being negotiated, the Contractor designates in the proposal that the work the Contractor's employees are to perform under this contract is similar to that performed by public employees, provided the Contractor documents to the satisfaction of the Financial Services Director that the Contractor has paid the Contractor's employee's wages not less than that paid to public employees doing similar work during the period of the contract prior to the request, and provided further, that the Contractor submits records to the satisfaction of the Financial Services Administrator that the wage rates of the Contractor's employees are below the increased wage rates to public employees performing similar work. At the release of this bid solicitation, the current wage for the State employees performing similar work are listed. The wage rate for the State employees effective July 1, 2017, are not known at this time.

<u>Position Title</u>	<u>Class</u>	<u>Hourly Rate</u>
Refuse Collector	BC-06	\$21.65
Refuse Collection Crew Leader	BC-09	\$25.09
Truck Driver	BC-06	\$21.65
Heavy Truck Driver I	BC-07	\$22.52

Increase in the percentage of contract price that is labor costs shall be limited to the percent of increase in wages paid to the aforementioned State positions, provided however, where the Contractor's wages exceed that paid to the aforementioned State position and the percentage increase in the Contractor's wages made during the contract



period previous to the extension being negotiated, is less than the percentage increase to the State employee's wages, adjustment will be limited to the percent of adjustment in the Contractor's wage. The increase requested must result in increase in wages to the contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

## **2.5. EMPLOYEE CLASSIFICATIONS**

Offeror is requested to review the attached public employee classifications and to designate on proposal if his employees are performing similar or equal services.

Offeror who is awarded this contract and who designates that his employees are not performing services similar or equal to public employees will not be entitled to price adjustment(s) under the Price Adjustment clause of these Special Provisions should public employees receive a wage increase at any time subsequent to July 1, 2017.

## **2.6. LANDFILL/DISPOSAL FEES AND LABOR COSTS**

Offerors must indicate in proposal, the percentage of the bid price per container pickup that represents the City and County of Honolulu landfill/disposal fees and labor costs, if applicable.

## **2.7. OFFEROR QUALIFICATION**

a) **Experience** Notwithstanding any other provisions stated herein, prospective offerors must be properly certified by the State of Hawaii to perform refuse collection and disposal services and have a minimum of at least five years experience of conducting refuse collection and disposal services in the State. To assure the Judiciary that the offeror is capable of performing the work specified herein, the offeror must meet the following requirements:

b) **References** Offeror will list at least three references in the State of Hawaii other than the State of Hawaii government, for whom Offeror has performed refuse collection services that is similar in nature and/or volume to services specified herein, that will qualify offeror to perform the services. The Judiciary reserves the right to contact the references provided and to reject the offer submitted by any offeror who has not performed services that is similar in nature and volume to services required in this offer of whose performance on other jobs for this type of service has been proved unsatisfactory.

c) **Refuse Collection License** Offerors must be properly certified by the State of Hawaii to perform refuse collection and disposal services and to conduct business in the State. At time of bidding and throughout the contract period, the Contractor must have an active City and County of Honolulu Refuse Collection License on file with the License Division of the City and County of Honolulu. If the Contractor fails to keep such license active during the contract period, the contract shall be subject to cancellation.

d) **Permanent Office** Offeror awarded this contract shall have a permanent office location where Offeror conducts his business and is accessible to telephone calls for complaints or requests that require immediate attention. Answering services are not acceptable. The permanent office location shall be stated on the Proposal.

## 2.8. OFFER PREPARATION

a) **Legal Name** Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

b) **Bid Quotation** Bid price shall include labor, supervision, materials, supplies, equipment, refuse containers, trucks and other appurtenances necessary to provide full refuse collection and disposal services as detailed in the accompanying Specifications. Bid price shall also include all applicable taxes.

Work to be done under this contract is a taxable transaction and Offeror receiving award for this work will be required to pay the State of Hawaii General Excise tax.

c) **Wage Certificate** Offeror shall complete and submit the attached Wage Certificate by which the Offeror certifies that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

In the event of a wage increase to public employees during the contract period, the Contractor will be notified of such increase and the method by which the contractor can apply for the increase in contract price. These increases shall include additional costs for those benefits required by statute, i.e. federal old age benefits, worker's compensation, temporary disability insurance, unemployment insurance and prepaid public health insurance.

Contractor shall be obliged to notify its employees performing work under this contract of the provisions of Section 103-55, H.R.S., 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 in an area accessible to all employees, or may include such notice with each paycheck or pay envelope furnished employees. To assist Offerors in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for the positions that perform refuse collection service duties.

d) **Proposal Guarantee** A Proposal Guarantee is not required for this project.

e) **Contract Bond** A Contract Bond is not required for this project.

f) **Tax Liability** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET). If however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

## **2.9. SUBMISSION OF OFFER**

Offerors shall submit three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. Completed proposals must be submitted no later than **2:00 p.m. HST on May 18, 2017**, to:

The Judiciary, State of Hawaii  
Financial Services Director  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807  
Attention: Deepa P. Sheehan

**PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.**

Offers on flash drive. As an option to submitting hard copies (orig. +2) of the written portion of your proposal, offers may be submitted on flash drive in Adobe pdf format no later than the date and time indicated above.

Offers via electronic submittal. As another option to submitting hard copies of the written portion of your proposal, offers may be submitted no later than the date and time indicated above to the designated Purchasing Specialist via Email or FAX.

Proposer bears responsibility for transmission. Proposers who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing Judiciary and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Proposers assume all risk that the Judiciary's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

## **2.10. CONTRACT AWARD**

Award, if any, shall be made to the responsive and responsible Offeror submitting the lowest Total Bid price to provide refuse collection and disposal services for the Judiciary. Offeror must bid on all terms to be considered for award. The Successful Offeror receiving an award shall be required to enter into a formal written contract.

Prior to awarding the contract, the Judiciary will require certification of the following insurance coverage:

Worker's Compensation  
Temporary Disability  
Unemployment Insurance  
Prepaid Health Care

The Judiciary reserves the right to reject any offers and to waive any defects, when in the Division's opinion, such rejection or waiver is in the best interest of the Judiciary.

## **2.11. HAWAII COMPLIANCE EXPRESS**

A. The Contractor is required to submit a Hawaii Compliance Certificate. The Hawaii Compliance Express Certificate (HCE), allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcom.html> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$2,500 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

B. Timely Submission of Certificate

The above certificate should be applied for and submitted to the Judiciary upon notification of intent to award. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

C. Final Payment Requirement

A Hawaii Compliance Certificate will be required for final payment.

## **2.12. INSURANCE**

The Contractor shall provide automobile and comprehensive general liability insurance including personal injury and property damage for all labor employed in performing services under this contract.

The Contractor shall, at his own expense, procure and maintain insurance acceptable to the Judiciary in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverages:

1. Automobile Liability Insurance, with minimum limits of not less than \$300,000 per person for bodily injury or death and not less than \$50,000 in any occurrence for property damage.
2. General Liability Insurance, with minimum limits of not less than \$100,000 for bodily injury or death to one person and not less than \$300,000 for bodily injuries or death to more than one person in any occurrence, and not less than \$50,000 and \$100,000 aggregate for damages to property in any occurrence.
3. Worker's Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care to cover all of his employees working in any capacity in executing the contract.

Insurance policies shall include a proviso whereby the insurer shall notify the Fiscal and Support Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured and shall be written by insurance companies licensed to do business in the State.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful Offeror shall provide proof of coverage of insurance requirements set forth under this section.

### **2.13. CHANGE IN NUMBER OF PICKUPS**

The Judiciary reserves the right to increase or decrease the number of pickups. Such changes shall be made only upon the authorization of the Officer-in-Charge, or his representative. For increases in the number of pickups, the bid price per pickup shall be used to compute the additional cost. If there is a decrease in the number of pickups, bid price per pickup shall apply in adjusting the contract dollar amount.

### **2.14. EMERGENCY CALLS**

Contractor agrees to make unscheduled collections when requested. Such emergency calls shall be completed within twenty-four (24) hours after notification. Bid price per pickup shall be used as the basis for charges for emergency calls, provided such charges may be modified by mutual agreement at the time of the emergency to account for additional expenses incidental to making a special pickup.

### **2.15. PERFORMANCE OF WORK**

While performing the work, the Contractor shall take the necessary safety and precautionary measures to prevent the occurrence of hazardous situations for the Contractor's employees, the occupants of the buildings, and the general public. The

Contractor shall at all times conduct his work to assure the least possible interference with the occupants of the buildings and cause the least possible inconvenience to the public.

Property damaged by the Contractor shall be repaired or replaced by the Contractor, at his expense, to the satisfaction of the Officer-in-Charge. The Contractor shall maintain the work area in a clean and safe condition.

**2.16. REMOVAL OF CONTRACTOR’S EMPLOYEES**

Contractor agrees to remove any of its employees for unsatisfactory performance of services rendered and to be rendered to the Judiciary, upon request in writing by the Officer-in-Charge.

**2.17. INSPECTION**

All services provided shall be subject to inspection and approval by the Officer-In-Charge, or a representative of the Judiciary, so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. He may require additional information as necessary to maintain a record of the services rendered.

**2.18. WORK SCHEDULE**

The work to be done shall be accomplished according to the Specifications. In the event the Contractor fails to complete the work according to the specified schedule, liquidated damages shall be assessed in accordance with the section on Liquidated Damages of these Special Provisions.

The Judiciary reserves the right to change the work schedule of any work site at any time upon thirty (30) days prior written notice with the bid price remaining the same.

**2.19. INVOICING AND PAYMENT**

Contractor shall submit original and three copies of the invoice, detailing the number of pickups per month, to the respective Offices for separate billing, at the addresses listed below:

<p>Mr. Paul Kaneshiro          First Circuit Court          Fiscal Office          777 Punchbowl Street          Honolulu, Hawaii 96813</p>	<p>Ms. Sharon Tojio          District Court First Circuit          Fiscal Office          1111 Alakea Street          Honolulu, Hawaii 96813</p>	<p>Mr. Reid Iwamoto          Family Court First Circuit          Fiscal Office          4675 Kapolei Parkway          Kapolei, Hawaii 96707</p>
<p>Billing for the following location:           1) Circuit Court Kaahumanu Hale</p>	<p>Billing for the following locations:          2) District Court - Alakea Street          4) Kaneohe District Court          5) Ewa District Court</p>	<p>Billing for the following locations:          3) Home Maluhia          6) Kapolei Family Court</p>

Payment shall be made to the Contractor at monthly installments upon certification that the Contractor has satisfactorily performed the required services as specified in the Specifications and in accordance to the General Conditions and these Special Provisions.

For extra work approved by the Officer-in-Charge or his representative, a separate detailed invoice is required.

Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services, to make payment. For this reason, the Judiciary shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended. The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with the Statute.

## **2.20. COMPLIANCE WITH LAWS**

Contractor shall observe, perform, and comply with all laws, statutes, ordinances, rules and regulations of the United States Government, the State of Hawaii, or any department or agency thereof.

Contractor shall further indemnify, save and hold harmless the Judiciary against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance, nonperformance or noncompliance with the said laws, statutes, ordinances, rules or regulations.

## **2.21. OTHER SPECIAL PROVISIONS**

### **2.21.1. Termination for Cause**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.

6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default.

If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

#### **2.21.2. Liquidated Damages**

Failure to complete the services described in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages shall be fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor or shall be billed to the Contractor. The Contractor is responsible for payment, to the Judiciary, of all liquidated damages assessed against the Contractor.

#### **2.21.3. Rights and Remedies for Default**

In the event the Contractor fails, refuses or neglects to perform any of the services in accordance with the requirements of these Special Provisions and the Specifications herein, in addition to the recourses stated in the General Conditions, the Judiciary reserves the right to purchase in the open market, a corresponding quantity of services specified herein and to deduct from any moneys due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the Judiciary. In case any money due the contractor is insufficient for said purpose, the contractor shall pay the difference upon demand by the Judiciary. The Judiciary may also utilize all other remedies provided by law.



#### **2.21.4. Cancellation of Solicitation and Rejection of Offers**

The solicitation may be canceled or the Offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in 3-122-95 through 3-122-97 HAR

#### **2.21.5. Conflicts and Variations**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control. In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

**END OF SECTION**

**INVITATION FOR BID J18025**  
TO PROVIDE REFUSE COLLECTION  
AND DISPOSAL SERVICES  
FOR VARIOUS LOCATIONS ON OAHU  
FOR THE JUDICIARY, STATE OF HAWAII

Financial Services Director  
The Judiciary State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Stree, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813

Dear Financial Services Director:

The following bid proposal is made to provide the service indicated in the following proposal schedule to The Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the proposal and the specifications for this contract, and that the Financial Services Director reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned hereby proposes to PROVIDE REFUSE COLLECTION AND DISPOSAL SERVICES FOR VARIOUS LOCATIONS ON OAHU, THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, General Conditions, and Procedural Requirements attached hereto and made a part hereof for the lump sum bid of:

\_\_\_\_\_ Dollars(\$\_\_\_\_\_).

The undersigned represents: **(Check  one only)**

- A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation \_\_\_\_\_

Offeror is:

- Sole Proprietor     Partnership     Corporation     Joint Venture
- Other \_\_\_\_\_

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

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Federal I.D. No. \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_  
Payment address (other than street address below):

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City, State, Zip Code \_\_\_\_\_  
Business address (Hawaii street address):

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City, State, Zip Code \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

email: \_\_\_\_\_

Respectfully submitted,

(x) \_\_\_\_\_  
Authorized Original Signature

\_\_\_\_\_  
Name and Title (Please Type or Print)

The following proposal is hereby submitted for all services listed below, to PROVIDE REFUSE COLLECTION AND DISPOSAL SERVICES FOR VARIOUS LOCATIONS ON OAHU, THE JUDICIARY, STATE OF HAWAII. All to be performed for a twenty four (24) month period beginning July 1, 2017 and ending on June 30, 2019.

I. Refuse and Disposal Costs

A. For the period July 1, 2017 through June 30, 2019

Location	Price per pickup (A)	Disposal Fees (B)	Total Cost per pickup (C) (A + B)	Est. # of pickups (D)	FY 2017-2018 Monthly amount (E) (A+B=C) X D = E
Circuit Court (Kaahumanu Hale) 1 compactor				1	
District Court (Kauikeaouli Hale) 3 containers				12	
Home Maluhia 1 container				8	
Kaneohe District Court (Koolaupoko) 1 container				8	
Ewa District Court 1 container				4	
Kapolei Court (Ronald T.Y. Moon) 4 containers				12	
Total monthly amount FY 2018					
Monthly amount X 12 months=(E X 12 months= annualized FY 2017-2018 amount)					<b>X 12</b>
<b>Subtotal FY 2017-2018 (A1)</b>					

B. For the period July 1, 2018 through June 30, 2019

Location	Price per pickup (A)	Disposal Fees (B)	Total Cost per pickup (C) (A + B)	Est. # of pickups (D)	FY 2018-2019 Monthly amount (E) (A+B=C) X D= E
Circuit Court (Kaahumanu Hale) 1 compactor				1	
District Court (Kauikeaouli Hale) 3 containers				12	
Home Maluhia 1 container				8	
Kaneohe District Court (Koolaupoko) 1 container				8	
Ewa District Court 1 container				4	
Kapolei Court (Ronald T.Y. Moon) 4 containers				12	
Total monthly amount FY 2019					
Monthly amount X 12 months= (E X 12 months= annualized FY 2018-2019 amount)					<b>X 12</b>
<b>Subtotal FY 2018-2019 (B1)</b>					

C. Total Bid Amount

Annual Amount	Total Amount
Subtotal FY 2017-2018 (A1)	
Subtotal FY 2018-2019 (B1)	
<b>Total Bid Price ** (A1 + B1)</b>	

\*\* Total Bid amount should agree with the Bid Price specified on Page 1 of the Offer Form and shall include **all applicable TAXES**.

II. Additional Information

A. Additional Costs

1. Cost of additional container (Size: 72 " X 44 " X 44"): \_\_\_\_\_
2. Estimated cost per tonnage per month: \_\_\_\_\_
3. Percentage of Bid Price/Container pickup that represents City & County of Honolulu Landfill/Disposal Fees: \_\_\_\_\_%
4. Percentage of Bid Price/ Container pickup that represents labor costs: \_\_\_\_\_%
5. Additional Charges:

List any and all additional charges that may be assessed to normal pick ups during the term of the Agreement. (Explain the type of charge and amount)

- |          |          |          |
|----------|----------|----------|
| 1. _____ | \$ _____ | Pickup * |
| 2. _____ | \$ _____ | Pickup * |
| 3. _____ | \$ _____ | Pickup * |
| 4. _____ | \$ _____ | Pickup * |
| 5. _____ | \$ _____ | Pickup * |

Note: The Judiciary SHALL NOT recognize additional charges not listed in item 5 (Additional Charges) of this Bid Proposal.

\* Cost per pickup shall include all applicable taxes.

6. Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification descriptions?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, list similar positions:

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7. City and County of Honolulu Refuse Collection License Number: \_\_\_\_\_

8. Permanent Office Address: \_\_\_\_\_  
 \_\_\_\_\_

9. Telephone Number: \_\_\_\_\_ (Answering services are not acceptable)

B. Comprehensive Insurance coverage will be provided by:

Carrier	Policy No.	Agent
Commercial General Liability		
Workers Compensation		
Temporary Disability		
Prepaid Health Care		
Unemployment Insurance: State of Hawaii I.D. No.		

(Check one) Insurance Certificate is \_\_\_\_ / is not \_\_\_\_ attached.

C. Offeror Information

1. References:

Names and address of three companies or government agencies, other than the Judiciary, for which the undersigned has provided or is currently providing refuse collection and disposal services. Refer to Offeror Qualification section, of the enclosed Special Provisions.

References:

Company Name &/or Contact Person	Address/Phone No./Fax/email

# WAGE CERTIFICATE

Subject: PROPOSAL NO.: J18025

Description of Project: PROVIDE REFUSE COLLECTION AND DISPOSAL SERVICES FOR VARIOUS LOCATIONS ON OAHU.

Pursuant to Section 103-55, Hawaii Revised Statutes, 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. In the event of an increase in wages for public employees performing similar work during periods of the contract, Contractor shall be obliged to provide wages not less than those increased wages.
  
2. All applicable laws of the Federal and State governments relating to workers; 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, Hawaii Revised Statutes.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_