

SPECIFICATIONS

SCOPE

Offeror shall provide labor, transportation, equipment and refuse and recycling containers necessary to collect and dispose of refuse and recyclable materials from various public buildings on the island of Kauai in accordance with the specifications, special provisions and general conditions. Recyclable materials are limited to corrugated cardboard and mixed paper (mixed paper includes white paper, colored paper, window envelopes, junk mail, magazines, catalogues, and phone books).

REFUSE PICKUP AND CONTAINER DESCRIPTION

There shall be a total of ten (10) containers located in four (4) areas, as specified below and collected on the Schedule of Service (see Collection Service, page 3).

The Department of Accounting and General Services Kauai District Office (DAGS-KDO) District Engineer or his designated representative (hereinafter referred to as the Contract Administrator/Procurement Officer) shall indicate the locations at which the containers shall be placed within the areas listed above, and determine the days of the week for collection service. The State reserves the right to unilaterally relocate and add container stations during the period of this contract within the confines of the various public buildings' real property.

Any change in location or size of the containers by the Offeror must have prior approval from the Contract Administrator or his designated representative.

When a holiday falls on a scheduled collection day, Offeror shall reschedule pickup to the first work day following the holiday.

LOCATIONS

		CONTAINERS		
		<u>Quantity</u>	<u>Type</u>	<u>Capacity (each)</u>
1.	State Office Building 3060 Eiwa Street (Driveway to Basement)	2	Refuse	6 cu. yds.
		1	Recycling	3 cu. yds.
2.	Health Center Annex 3040 Umi Street (Back of Building)	1	Refuse	3 cu. yds.
		1	Recycling	3 cu. yds.
3.	Former Circuit Court Building 3059 Umi Street (Z-2 Parking Area)	1	Refuse	3 cu. yds.
		1	Recycling	3 cu. Yds.
4.	DAGS Baseyard 1680 Haleukana Street, Puhi	2	Refuse	3 cu. yds.
		1	Recycling	3 cu. yds.

CONTAINERS

The Contractor shall provide containers of metal construction and all containers must have wheels. All refuse and recycling containers shall have hinged covers, which can be easily opened and closed by one individual; shall be uniform in configuration and appearance; and be easily recognizable and distinguishable as either refuse or recycling containers. Substitution shall be permitted upon written approval of the Officer-in-Charge.

All containers shall have a locking mechanism to prevent unauthorized use of the containers.

All containers are to be painted the same color and shall be properly maintained by the Offeror at all times at the Offeror's expense. Maintenance shall include but not limited to painting for good appearance, repairing of damage for safety and prevention of leakage or escape of refuse placed in the containers, repairing and maintenance of locking mechanisms to ensure proper operable condition, periodic clean-up of interior and exterior of containers and keeping them clean and free from obnoxious residual odors, by spraying with disinfectant once weekly.

The only printing which may appear on the containers shall serve to identify ownership of the containers and to identify if the container is for refuse or recyclable materials only. Any printing appearing on the containers shall receive prior approval from the Contract Administrator. Containers shall not contain any advertising.

The State will not be liable for damages to the refuse and/or recycling containers provided by the Offeror or for any damages caused by the containers.

All containers shall be replaced with fresh, clean containers as needed or when requested by the Contract Administrator or his assigned representative.

MAINTENANCE OF CONTAINERS

1. Offeror shall keep containers in good repair and appearance at Offeror's own expense. Any container deemed by the Contract Administrator to be undesirable shall be replaced with an acceptable container on or before the next scheduled pickup.
2. Offeror shall spray or rinse containers with a germicidal disinfectant once weekly, and when necessary, hose down and disinfect any container that are found to be soiled with wet rubbish or food refuse.
3. Offeror shall oil movable parts (hinges, casters, etc.) when necessary.

In the event Offeror fails to maintain the containers, the Contract Administrator notifies Offeror of his failure to keep the containers in good repair and appearance, Offeror shall replace the deficient containers with those acceptable to the Contract Administrator by the next scheduled pickup, and shall also respond in writing within seven (7) calendar days of the action taken to correct the deficiency.

Repeated failure by Offeror to correct container deficiencies on a timely basis, or to respond to the Contract Administrator within seven (7) calendar days, in writing, of the action taken to correct the deficiencies, shall be deemed sufficient cause for termination of the contract.

AVERAGE CUBIC YARD PER MONTH

The average number of cubic yards of refuse generated per month to be used in invoicing the State each month is calculated as follows:

$$AV = X \div 12 \text{ months}$$

Where, AV = The average number of cubic yards per month used to invoice the State each month; and

X = The total maximum number of cubic yards per month

The Offeror will submit monthly invoices based on the average cubic yards per month multiplied by the current contracted price per cubic yard. The average cubic yards per month will be adjusted as the number of container increase/decrease or the frequency of pickup changes as approved by the Contract Administrator through written authorization/contract modification.

Charges for extra pickups, extra bins, etc., not specified herein or not added to the contract by contract modification, shall be submitted on a separate invoice and will be paid by purchase order. In particular, charges for emergency services shall be invoiced in this manner.

COLLECTION SERVICE

The Offeror shall collect refuse and recyclable materials from the various pickup areas as specified herein once a week.

Through the Contract Administrator, the Offeror shall coordinate with outgoing Contractor (if different) for the removal and replacement of refuse and recycling containers so that the State agency will not have an interruption in service.

Hours of collection scheduled for holidays and vacation shall be at the discretion of the Offeror.

The Offeror shall submit, in writing, a schedule of service to the Contract Administrator for approval. Offeror shall adhere to the schedule as approved.

The containers shall be emptied completely during collection with a minimum of spillage of dust or solids. Areas shall be left broom clean, free of any debris and rubbish. Offeror agrees to pick up trash and debris that is discharged from the containers or the dump truck during transfer of refuse from the containers to the truck. In the event that the container is filled, the Offeror shall ensure that all refuse stacked on the ground adjacent to the container is picked up. Empty containers shall be replaced at their stations in a condition which is safe and accessible to the users.

Offeror shall deliver all recyclable materials to a recycling operation. Recyclable materials shall not be mixed with other solid waste for disposal. Any penalties resulting from such actions shall be the responsibility of the Offeror.

If for any reason collection is not made as scheduled, the appropriate fee for non-collection shall be deducted before payment is made.

Offeror shall conduct all work in a manner which will result in minimal interference to the safety, welfare and convenience of the public and the agency's operations.

CLEAN-UP AREAS

Offeror shall clean up the container areas to keep them free of debris and rubbish. The areas shall be left in a clean and sanitary condition with empty refuse and recycling containers replaced at their stations in a condition which will be safe and accessible to the users.

REFUSE DISPOSAL

Offeror shall dispose of all refuse collected at the areas designated herein. Disposal shall be made at disposal sites that meet the requirements of local ordinances and regulations applicable to refuse disposal.

Offeror shall deliver all recyclable materials collected at the areas designated within to a recycling operation.

VEHICLE LISTING AND STANDARDS

All vehicles shall be subject to periodic inspection by the State. All vehicles must meet and comply with any and all applicable Rules and Regulations prescribed by the County of Kauai, the State of Hawaii, and the U.S. Government.

Any vehicle failing to meet the safety standards or found to be mechanically unsafe shall be removed from service and repaired. Any refusal to correct or repair discrepancies shall result in termination of the contract.

FAILURE TO COLLECT ON SCHEDULE

If the Offeror should fail to properly service any container during his regular scheduled collection, the following assessment will be made against him as liquidated damages:

For each container scheduled for service but not serviced.... \$50/calendar day

Before imposing liquidated damages, the State will notify the Offeror by phone of Offeror's deficiency or failure to perform. If the Offeror does not take remedial action within two (2) hours after such notification, Offeror will be charged liquidated damages. "Make-up" collection shall be made at no additional cost to the State. Further, the State will not pay for any missed collection which the Offeror fails to "make-up" within the allowed two (2) hour period.