

INVITATION FOR BIDS (IFB) NO. 25-1427
TO
PROVIDE RECYCLING COLLECTION SERVICES
FOR
UNIVERSITY OF HAWAII AT HILO
HILO, HAWAII

JULY, 2024

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 REVIEWED AND THAT THE MANDATORY BID FORM IS SUBMITTED AS PART OF THEIR BID PACKAGE.

NOTICE TO BIDDERS

The University of Hawaii IFB No. 25-1427, to Provide Recycling Collection Services for University of Hawaii at Hilo, Hilo, Hawaii is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:30 p.m., August 15, 2024.** Bids received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HlePRO. Bidders are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files (Mandatory Bid Form) are attached to their bid prior to the IFB due date and time. The University shall not be responsible for any delay or failure of any Bidder to submit any materials updated through the IFB process on a timely basis.

Electronic Procurement

Bidders interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: https://hiepro.ehawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

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

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

Questions and Clarifications

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **August 2, 2024** at 4:00 p.m., Hawaii Standard Time. Responses will be posted on **August 9, 2024**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Kalbert K. Young
Chief Procurement Officer
University of Hawaii

Posting Date: July 26, 2024

Vendors are responsible for notifying the Procurement Specialist Trisha Shibuya (e-mail: tnishino@hawaii.edu) for accessibility concerns related to this IFB.

BID REQUIREMENTS**RECYCLING COLLECTION SERVICES
FOR
UNIVERSITY OF HAWAII AT HILO
HILO, HAWAII**

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 25-1427, TO PROVIDE RECYCLING COLLECTION SERVICES FOR UNIVERSITY OF HAWAII AT HILO, HILO, HAWAII, and offers to provide the recycling collection services, as required by the University for an initial period commencing on the Notice to Proceed date, estimated from September 15, 2024 through September 14, 2025, and may be renewable thereafter on an annual basis for up to FOUR (4) additional years, for a total of FIVE (5) years, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE AMOUNT (ITEM NOS. 1, 2 AND 3)**. **Bidders must bid on all Item Nos. 1, 2 and 3 in order to be considered for award.**

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.

WAGE CERTIFICATE OF COMPLIANCE

The Wage Certificate included in the Mandatory Bid Form is a requirement of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 5, ELIGIBILITY TO BID. The Wage Certificate must be completed and included in the bid submittal.

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the Recycling Collection Services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF SERVICE

- a. Contractor shall furnish all labor, supervision, recycling containers, tools, materials, transportation, and equipment required to collect and process recyclable items from the designated pickup locations at the University of Hawaii at Hilo (University) and at the frequency of service specified in APPENDIX 1. The designated pickup locations are as follows and are identified in APPENDIX 2, Area 1: Main Campus Housing; APPENDIX 3, Area 2: Main Campus; and APPENDIX 4, Area 3: Off-Campus:

Area 1: Main Campus Housing: 200 W. Kawili Street, Hilo, Hawaii 96720

- 1) Hale Kanilehua, Dorm 1
- 2) Hale Ikena, Dorm III, Apartment B
- 3) Hale Ikena, Dorm III, Apartment G
- 4) Hale Ikena, Dorm III, Apartment H
- 5) Hale Alahonua
- 6) Hale Kehau
- 7) Hale Kauanoë (Men)
- 8) Hale Kauanoë (Women)
- 9) Hale Kehau
- 10) Hale Ikena
- 11) Hale Alahonua

Area 2: Main Campus: 200 W. Kawili Street, Hilo, Hawaii 96720

- 12) Portable Building 20 (PB-20)

- 13) Edwin H. Mookini Library
- 14) University Classroom Building (UCB)
- 15) Auxiliary Services Building
- 16) Bookstore
- 17) College of Business and Economics
- 18) Theatre
- 19) Business Education Building
- 20) Sciences and Technology Building
- 21) Hawaiian Language Building
- 22) Old Gymnasium

Area 3: Off-Campus

- 23) Army Reserve: 360 W. Lanikaula Street, Hilo, Hawaii 96720
- 24) Imiloa Astronomy Center: 600 Imiloa Place, Hilo, Hawaii 96720
- 25) Institute for Astronomy: 640 North Aohoku Place, Hilo, Hawaii 96720
- 26) College of Pharmacy Portables: 722 South Aohoku Place, Hilo, Hawaii 96720
- 27) College of Pharmacy Main Building: 722 South Aohoku Place, Hilo, Hawaii 96720
- 28) University Farm (Panaewa): 3551 Kanoelehua Avenue, Hilo, Hawaii 96720
- 29) Pacific Aquaculture and Coastal Resource Center (Keaukaha): 1079 Kalaniana'ole Street, Hilo, Hawaii 96720

2. CONTAINERS

- a. The Contractor shall provide all recycling containers at the locations and in the sizes and quantities of container specified in APPENDICES 1 through 4.
- b. The containers shall be of durable construction, with hinged covers that can be

TECHNICAL SPECIFICATIONS

opened and closed easily.

- c. Same size containers shall be uniform in configuration and appearance, and easily recognizable as recycling containers.
- d. The Contractor shall have a sufficient inventory of containers so the replacement containers will be available in the event that containers at any location are removed for repairs or for any other reasons.
- e. The containers provided by the Contractor shall, at their own expense, be properly maintained by the Contractor at all times.

1) Maintenance shall include, but not limited to:

- i. Painting, to maintain good appearance;
- ii. Repairing damages, for safety and prevention of leakage or escape of recycled items placed in the containers;
- iii. Cleanup of interior and exterior of containers by washing, scraping, steam cleaning and/or spraying with a disinfectant that is applied strictly according to the labeled instructions, at least once a month or more, depending upon the type of recycling, to keep containers clean, sanitary and free of offensive residual odors.

2) Containers shall be subject to inspection by the Environmental Health and Safety Officer of the University. The Contractor shall comply with all the Environmental Health and Safety Officer's recommendations to correct all unsafe and unsanitary conditions.

- f. Discreet Contractor identification on the containers is permissible with prior University approval. Containers shall be labeled "Recycling".

1) Advertisements shall not be printed on the containers.

2) Each container shall be labeled "NOT FOR HOME USE" and "NO SCAVENGING".

- g. The containers shall be the exclusive property of the Contractor who shall assume all risks for loss and damage.

3. PERIODS OF SERVICE

- a. A regular schedule of recycling container locations, size, quantity, and frequency of recycling collection service is specified in APPENDIX 1.

TECHNICAL SPECIFICATIONS

- b. To minimize the disruption to the on-campus residents, recycling containers in the “Area 1: Main Campus Housing” locations specified in APPENDIX 1 and identified in APPENDIX 2 shall be emptied between 8:00 a.m. and 5:00 p.m. on the designated days.

4. COLLECTION SERVICE

- a. Containers shall be emptied completely during collections. The transfer of recyclable items from containers to recycling collection trucks shall be performed with a minimum amount of spillage and pollution of the atmosphere and surrounding area. In the event that spillage occurs, the Contractor shall pick up the spillage immediately and leave the area in a clean condition.
- b. Containers shall be emptied with hydraulic front loader truck for containers. Only ½ cubic yard containers may be unloaded by hand.
- c. The Contractor shall conduct its pickups in a manner which will provide the least disturbance to students and workers and which does not interfere with the safety, welfare, and convenience of the University's daily operations.

5. CLEANUP OF AREAS

- a. The Contractor shall keep the areas around the containers free of debris and rubbish. The areas shall be left in a clean and sanitary condition.
- b. Emptied recycling containers shall be returned to their proper designated locations after each pickup in a position which shall be safe and accessible to users.

6. PROCESSING OF RECYCLABLE ITEMS

The Contractor shall process all recyclable items collected and the cost of all processing shall be the responsibility of the Contractor. Processing shall be away from collection locations and at processing sites which meet the requirements of local ordinances and regulations applicable to recycling.

7. CORRECTION OF DEFICIENCIES

In the event that the Contractor is unable to perform the scheduled services, the Technical Representative or designee shall be notified immediately to rearrange the pickup schedule. Any “make-up” collection shall be made at no additional cost to the University. The University shall notify the Contractor as to whether the delay is considered valid. If correction of deficiencies is not performed within TWENTY-FOUR (24) hours after the notification, the University reserves the right to obtain the services through other sources and any actual costs incurred by the University to correct such

deficiencies shall be charged to the Contractor. Regardless of the foregoing, the Contractor shall be compensated only for actual services performed at the unit prices set forth in the contract.

8. PUBLIC EDUCATION

Since the success of the University recycling program is dependent upon voluntary user participation, the Contractor shall provide the University with “recycling education and sorting information” at the start of the contract and also by August 1 of each contract year. The University will duplicate and distribute this information to encourage campus participation and minimize disruption.

9. ADDITIONAL “ON CALL” PICKUPS

An additional on call pickup shall be considered to be each occasion the Contractor is requested to make a pickup outside of the regularly scheduled collections listed in APPENDIX 1. The Contractor shall be given FORTY-EIGHT (48) hours advance notice for an on call pickup and the cost per pickup shall be at the “Price per Pickup” as set forth in the contract.

10. CHANGES IN CONTAINERS, PICKUP LOCATIONS AND SCHEDULE

The location and quantity of recycling containers, and service schedules are estimated requirements. University reserves the right to add or delete pickup locations of containers, increase or decrease the quantity of containers, and adjust the pickup schedule upon request by the University. Individual container locations within each pickup site may be changed at no additional charge. The Contractor shall provide additional recycling containers at the “Unit Price for Additional Container” as set forth in the contract. Any recycling collection service associated with the additional pickup locations and/or the additional containers shall be at the “Price per Pickup” as set forth in the contract. Any change to the pickup locations, and/or quantity of containers, and/or pickup schedule in APPENDICES 1 through 4 shall be made to the contract upon mutual agreement in writing between the parties via issuance of a modification to the contract.

All questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by **August 2, 2024**. Responses will be posted on **August 9, 2024**.

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

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made through HlePRO as a Question or in writing in accordance with the General Provisions to the Office of Procurement Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The providing of Recycling Collection Services for University of Hawaii at Hilo, Hilo, Hawaii shall be in accordance with the terms and conditions of IFB No. 25-1427 and the General Provisions dated September 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

2. AUTHORITY

IFB No. 25-1427 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 Vicki Haili, Shared Services Manager, Auxiliary Services, University of Hawaii at Hilo, phone: (808) 932-7822, email: vhaili@hawaii.edu.

4. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

5. 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</u> <u>(Effective 07/01/2024)</u>
Refuse Collector	BC05	\$27.09
Truck Driver Laborer	BC05	\$27.09
Truck Driver	BC06	\$28.17
Heavy Truck Driver	BC07	\$29.30

8. CONDITIONS AT SITE

It is the responsibility of bidders to verify field conditions prior to submitting a bid. Submission of a bid indicates acknowledgement and agreement of the conditions to be met and that the bidder fully understands the extent of the obligation and not make any claim of right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. No additional allowance will be granted because of lack of knowledge of such conditions. 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. Bidders shall arrange for an appointment by contacting the Technical Representative, Monday through Friday, from 7:30 a.m., but not later than 3:00 p.m.

9. REFERENCES

Each bidder shall provide the names, contact persons, addresses, and telephone numbers of THREE (3) agencies, for which recycling collection services 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, and shall ensure that all Contractor Agents shall, during the entire term of this Agreement, at no cost to the University, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

a. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the Contractor and/or the Contractor Agents, within, on, or about the Premises and/or the University Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit	
\$1,000,000.00 Each occurrence	
\$2,000,000.00 General Aggregate per policy year	
\$2,000,000.00 Products and Completed Operations Aggregate per policy year	
Medical Expenses -- Any one person	\$5,000.00
Personal/Advertising Injury (Included)	
Damage to Rented Premises (Included)	

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this Special Provision 11, Insurance covering the Contractor's conduct of the services on or within the Premises and/or the University Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai'i law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, the University shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the University Campus, with coverage, amounts, and limits as required by law.
- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- (5) Pollution Liability Insurance. If required by the University in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the Contractor or the Contractor Agents and/or the conduct of the Services.

- b. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under this Agreement shall be subject to the following:
- (1) Notice of changes. Contractor will be required to notify the University of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).

- (2) University insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any University insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
 - (3) Name University as an additional insured. The University shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under this Agreement except for workers compensation and employers liability insurance.
 - (4) Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of the University.
 - (5) University not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in this Agreement, including all premiums. The University will not be responsible for paying any such costs.
 - (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under this Agreement must be reasonable and acceptable to the University based upon the type of insurance involved and the conduct of the Services.
- c. Deposit insurance certificates. Contractor will timely deposit and keep on deposit with the University, certificates of insurance necessary to satisfy the University that the insurance requirements of this Agreement have been and continue to be satisfied during the term of the Agreement.
 - d. University may cure failure to obtain/maintain insurance. If Contractor fails to provide and maintain the insurance required by this Agreement after written notice to comply from the University, the University may, but shall not be required to, procure such insurance at the sole cost and expense of Contractor, who shall be obligated to immediately reimburse the University for the cost thereof plus ten percent (10%) to cover the University's administrative overhead.
 - e. Lapse in insurance constitutes a breach. Any lapse in, or failure by Contractor or any Contractor Agents to procure and maintain the insurance coverage required under this Agreement, at any time during and throughout the term of this Agreement, shall be a breach of this Agreement and the University may terminate the rights of Contractor and all Contractor Agents to conduct the Services.
 - f. Insurance shall not limit Contractor liability. Obtaining the required insurance coverage will not be construed to limit Contractor's liability hereunder or to fulfill Contractor's indemnification, defense, and hold harmless obligations under this Agreement. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of Contractor and/or the Contractor Agents.

- g. University may adjust insurance requirements. The University may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event Contractor shall, and shall cause the Contractor Agents to, obtain insurance, as modified. The University's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. Contractor shall satisfy all University risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

12. OFFICE LOCATION

Bidder awarded the contract shall have a permanent office location on the island of Hawaii from which the bidder conducts its business and where it can be reached by telephone on matters which require immediate attention.

13. COORDINATION AND SCHEDULE OF WORK

Upon award of the contract, the Contractor shall contact Technical Representative within TEN (10) calendar days after the issuance of the Notice to Proceed to establish operational and administrative procedures, coordination and scheduling of work, including day of the week for pickup. The Contractor shall not be permitted to interfere with University operations and work schedules shall be coordinated with the Technical Representative or designee prior to commencing work.

14. EQUIPMENT ACCESS

The University shall keep the area around the containers reasonably clear so that the Contractor will have access to the containers and so as not to limit or impair the ability of the Contractor to perform the services.

15. 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.

16. CONTRACTOR'S OPERATION

The Contractor shall confine all operations to the immediate vicinity of the work area.

17. 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.

18. LAWS, ORDINANCES, STATUTES, AND REGULATIONS

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

19. PRICE ADJUSTMENTS BASED ON THE INCREASE TO WAGE RATES FOR PUBLIC EMPLOYEES PERFORMING SIMILAR WORK

Bidders shall indicate on the Mandatory Bid Form – Price, the percentage of the per pickup price that represents labor costs. If the prevailing wage rates for State Civil Service workers performing similar work are increased beyond the July 1, 2024 rate, the University shall allow the Contractor to adjust the labor portion of the contract price not more than the percentage increase granted to State Civil Service workers performing similar work. Price adjustment shall be made through modifications to the contract for the difference upon request of the Contractor who shall be responsible for providing documentation (to the satisfaction of the University), that the Contractor had paid employee wages not less than that that paid to public employees doing similar work during the period of the contract. This clause, however, shall be voided in the event Section 103-55, Hawai'i Revised Statutes is repealed or modified so that the section of the statutes is no longer applicable to this contract.

20. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contracted bid price per item, provided the request is made in writing to the University. The University will consider requests for price adjustments based on the following:

a. Wage Increases

If after July 1, 2024, the prevailing wage rates for State Civil Service workers performing similar work is increased, the University shall allow the Contractor to adjust the percentage of the contract prices that represents labor costs, not more than the percentage increase granted to State Civil Service workers performing similar work. Price adjustments shall be made through modifications to the contract for the increase upon request of the Contractor, provided that, prior to or concurrent with such request the Contractor documents to the satisfaction of the University that he/she has paid his/her employees' wages not less than that paid to public employees doing similar work during the period of the contract. However, in the event

Section 103-55, Hawai'i Revised Statutes, is repealed or modified so that this section of the statute is no longer applicable to this contract, this clause will be voided.

b. Non-Wage Increases

The Contractor shall be allowed to request adjustments to the percentage of the contract prices that do not represent labor costs, for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the non-labor portion cost portion of the contract prices for each renewal period shall not increase more than FIVE (5)% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

21. TERM OF CONTRACT

The estimated start date is September 15, 2024. 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 FIVE (5) years, without the necessity of bidding, upon mutual agreement in writing, NINETY (90) 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 20, 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 NINETY (90) days prior written notice.

22. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice indicating the contract number, to University of Hawaii at Hilo, Business Office, 200 W. Kawili Street, Hilo, Hawaii 96720, no later than THIRTY (30) calendar days following receipt of invoice or acceptance of services, whichever is later.

APPENDIX 1

AREA 1: MAIN CAMPUS HOUSING

Location No.	Location	Container Size	Quantity of Containers		Number of Pickups per Week		Number of Weeks		Total Number of Annual Pickups
1.	Hale Kanilehua, Dorm 1	1/2 cu.yd.	3	x	1	x	52	=	156
2.	Hale Ikena, Dorm III, Apartment B	1/2 cu.yd.	3	x	1	x	52	=	156
3.	Hale Ikena, Dorm III, Apartment G	1/2 cu.yd.	3	x	1	x	52	=	156
4.	Hale Ikena, Dorm III, Apartment H	1/2 cu.yd.	3	x	1	x	52	=	156
5.	Hale Alahonua	1/2 cu.yd.	3	x	1	x	52	=	156
6.	Hale Kehau	1/2 cu.yd.	3	x	1	x	52	=	156
7.	Hale Kauanoë (Men)	1/2 cu.yd.	3	x	1	x	52	=	156
8.	Hale Kauanoë (Women)	1/2 cu.yd.	3	x	1	x	52	=	156
9.	Hale Kehau	4 cu. yd.	1	x	1	x	3	=	3
10.	Hale Ikena	4 cu. yd.	1	x	1	x	3	=	3
11.	Hale Alahonua	4 cu. yd.	1	x	1	x	3	=	3

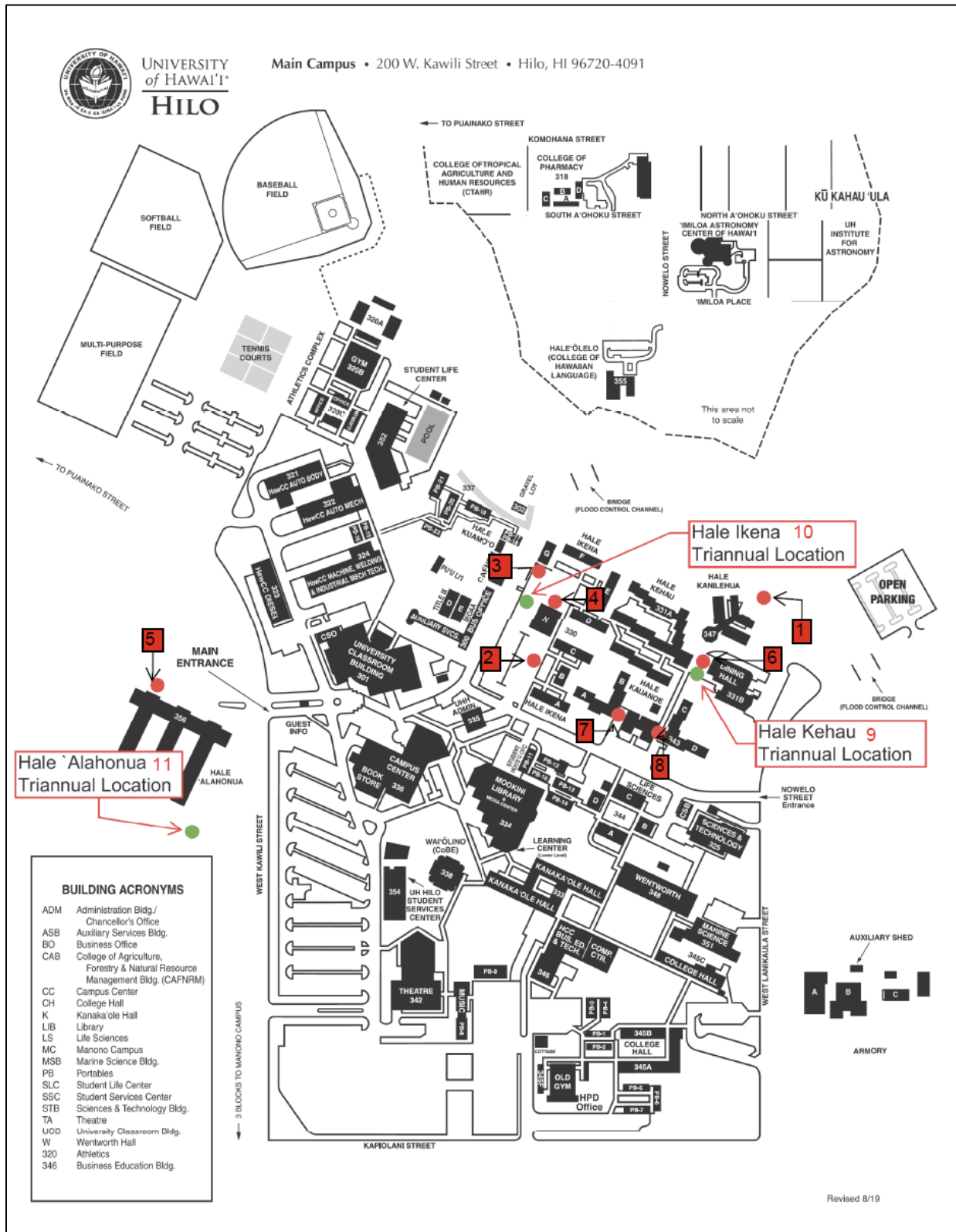
AREA 2: MAIN CAMPUS

Location No.	Location	Container Size	Quantity of Containers		Number of Pickups per Week		Number of Weeks		Total Number of Annual Pickups
12.	Portable Building 20 (PB-20)	3 cu. yd.	1	x	1	x	52	=	52
13.	Edwin H. Mookini Library	4 cu. yd.	2	x	1	x	52	=	104
14.	University Classroom Building (UCB)	4 cu. yd.	1	x	1	x	52	=	52
15.	Auxiliary Services Building	3 cu. yd.	1	x	1	x	52	=	52
16.	Bookstore	3 cu. yd.	1	x	1	x	52	=	52
17.	College of Business and Economics	3 cu. yd.	1	x	1	x	52	=	52
18.	Theatre	3 cu. yd.	1	x	1	x	52	=	52
19.	Business Education Building	3 cu. yd.	1	x	1	x	52	=	52
20.	Sciences and Technology Building	3 cu. yd.	1	x	1	x	52	=	52
21.	Hawaiian Language Building	3 cu. yd.	1	x	1	x	52	=	52
22.	Old Gymnasium	3 cu. yd.	1	x	1	x	52	=	52

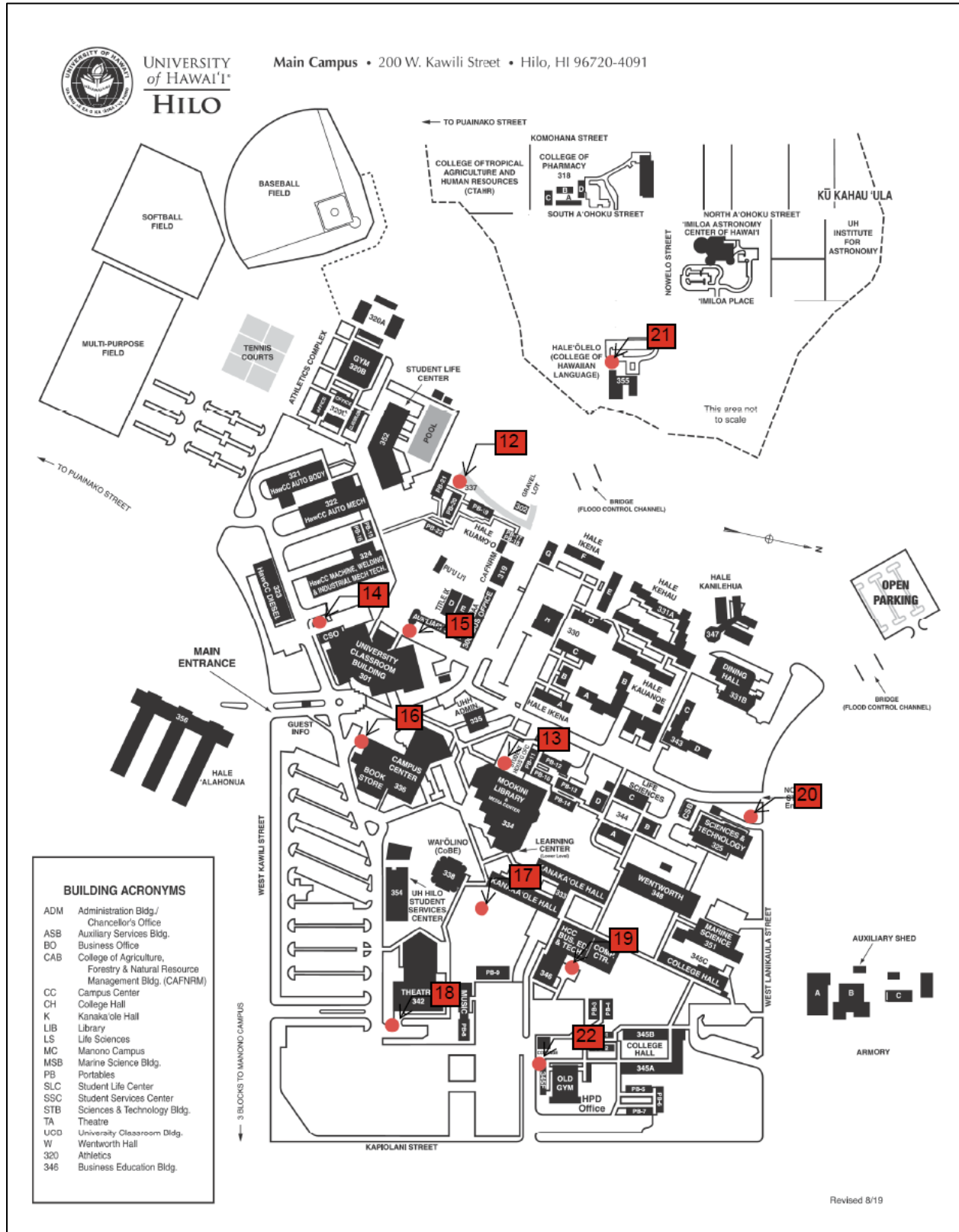
AREA 3: OFF-CAMPUS

Location No.	Location	Container Size	Quantity of Containers		Number of Pickups per Week		Number of Weeks		Total Number of Annual Pickups
23.	Army Reserve	3 cu. yd.	2	x	1	x	52	=	104
24.	Imiloa Astronomy Center	3 cu. yd.	1	x	1	x	52	=	52
25.	Institute for Astronomy	3 cu. yd.	1	x	1	x	52	=	52
26.	College of Pharmacy Portables	3 cu. yd.	1	x	1	x	52	=	52
27.	College of Pharmacy Main Buidling	3 cu. yd.	1	x	1	x	52	=	52
28.	University Farm (Panaewa)	3 cu. yd.	1	x	1	x	52	=	52
29.	Pacific Aquaculture and Coastal Resource Center	3 cu. yd.	1	x	1	x	52	=	52

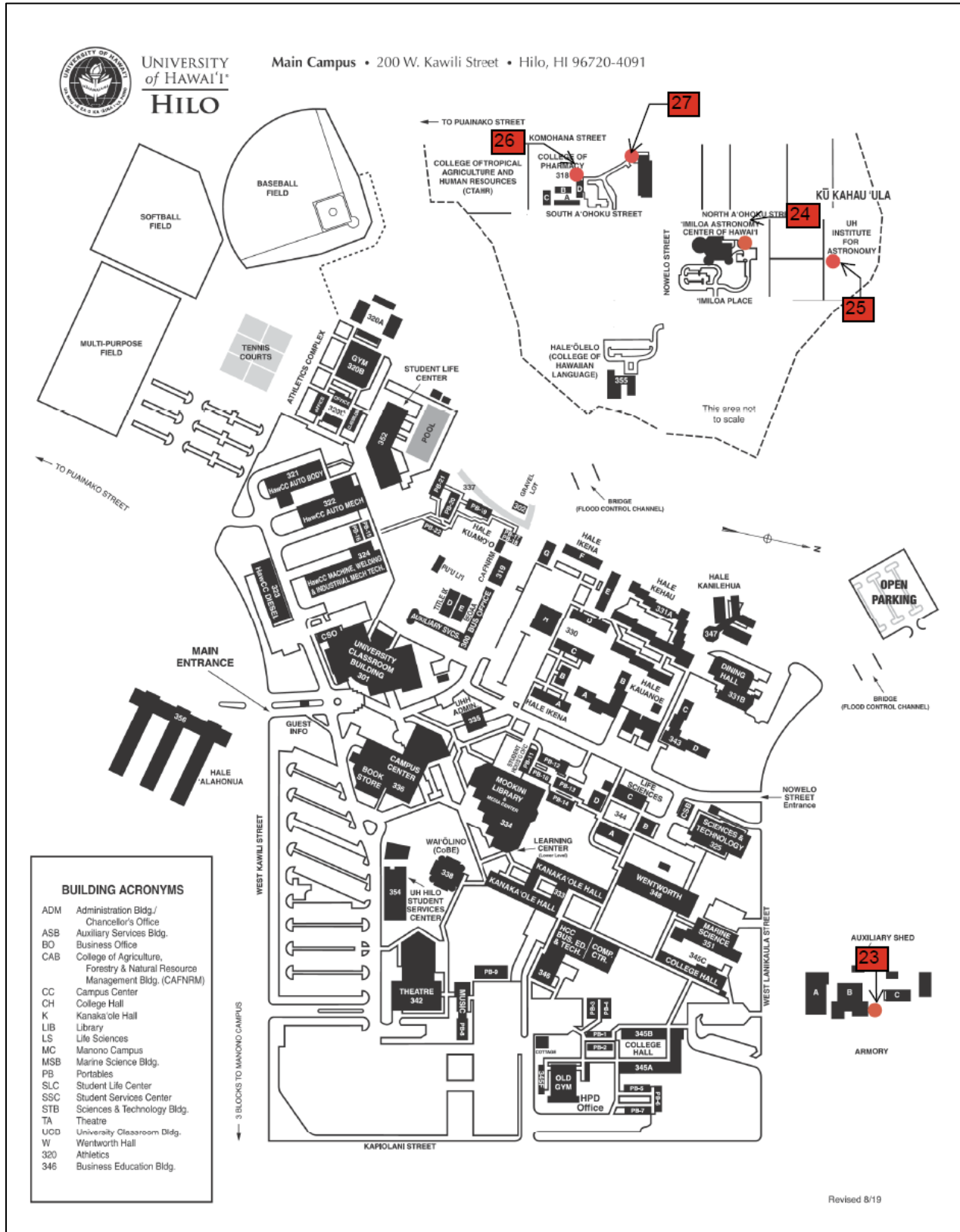
**APPENDIX 2
AREA 1: MAIN CAMPUS HOUSING**



APPENDIX 3 AREA 2: MAIN CAMPUS



APPENDIX 4 AREA 3: OFF-CAMPUS



APPENDIX 4 AREA 3: OFF-CAMPUS

