

INVITATION FOR BIDS (IFB) NO. 25-2064
TO
PROVIDE
REFUSE AND RECYCLING COLLECTION SERVICES
FOR
HAWAII COMMUNITY COLLEGE
UNIVERSITY OF HAWAII
HILO, HAWAII

AUGUST, 2024

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

TABLE OF CONTENTS

IFB No. 25-2064, to Provide Refuse and Recycling Collection Services for Hawaii Community College, University of Hawaii, Hilo, Hawaii

Section	Pages
Notice to Bidders.....	2
Bid Requirements.....	3 - 4
Technical Specifications.....	5 -
Special Provisions.....	11 - 18
APPENDIX A – Location Maps.....	19 - 23
ATTACHMENT - Mandatory Bid Form.....	1 - 10

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. 25-2064, to Provide Refuse and Recycling Collection Services for Hawaii Community College, University of Hawaii, 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., September 6, 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 28, 2024**. Responses will be posted on **August 30, 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: **August 23, 2024**

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

BID REQUIREMENTS
REFUSE AND RECYCLING COLLECTION SERVICES
FOR
UNIVERSITY OF HAWAII – WEST OAHU

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 25-2064, TO PROVIDE REFUSE AND RECYCLING COLLECTION SERVICES, HAWAII COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, HILO, HAWAII, and offers to provide the refuse and recycling collection services, as required by the University for an initial period commencing on the Notice to Proceed date, estimated from October 1, 2024 through September 30, 2025, and may be renewable thereafter on an annual basis for up to FOUR (4) additional 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 (PARTS 1 – 5)**. **Bidders must bid on all Parts 1 – 5 in order to be considered for award.**

Prices shall include cost of pick up, transportation, disposal, labor, equipment, overhead, and all applicable charges and taxes.

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 Refuse and Recycling Collection services required. 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, refuse containers, transportation, and equipment necessary to collect and dispose of refuse and recyclable items from designated areas at Hawaii Community College as shown in Appendix A.

2. PICKUP LOCATIONS, CONTAINER SIZES, AND PICKUP SCHEDULE

Refuse and Recycling Collection for Hawaii Community College shall be performed as scheduled below.

Refuse and recycling shall be picked up before 8:00 a.m. for the appropriate location on the scheduled day. The Contractor shall contact the Technical Representative if any delay is anticipated.

Recycling shall include cardboard, office paper, newspaper, plastic jugs/bottles, aluminum cans and glass bottles.

a. **MANONO CAMPUS: 1175 MANONO STREET, HILO HAWAII 96720**

Location	Qty	Container Size	Pickup Schedule
Solid Waste:			
Building 379	1	4 cu. yd.	2 times per week
Building 380	1	3 cu. yd.	2 times per week
Building 382	1	3 cu. yd.	2 times per week
Building 383	1	3 cu. yd.	2 times per week
Building 389	1	3 cu. yd.	2 times per week
Building 386A	1	3 cu. yd.	2 times per week
Building 386B	1	3 cu. yd.	2 times per week
Building 391	1	3 cu. yd.	2 times per week
Cardboard:			
Building 383	1	3 cu. yd.	1 time per week
Building 390	1	3 cu. yd.	1 time per week
Mixed:			
Building 382	4	96 gallons	1 time per week
Building 390	4	96 gallons	1 time per week

b. UPPER CAMPUS: 200 W. KAWILI STREET, HILO, HAWAII 96720

Location	Qty	Container Size	Pickup Schedule
Solid Waste:			
Building 321	1	3 cu. yd.	2 times per week
Building 322	1	3 cu. yd.	2 times per week
Building 323	1	3 cu. yd.	2 times per week
Building 324	1	3 cu. yd.	2 times per week
Cardboard:			
Building 322	1	3 cu. yd.	1 time per week

**c. KO EC CENTER (OFF-SITE):
45-539 PLUMERIA STREET, HONOKAA, HAWAII 96727**

Location	Qty	Container Size	Pickup Schedule
Solid Waste:			
Parking Lot	1	3 cu. yd.	1 time per week

3. CONTAINERS

- a. Contractor shall provide refuse containers at the specified location in the specified quantity and size of container.

The University reserves the right to relocate the containers to different locations on campus upon mutual agreement between the Contractor and the University.

- b. The containers shall be of metal or durable plastic 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 and recycling containers.
- c. Contractor shall have a sufficient inventory of containers so that replacement containers will be available in the event that containers at any location are removed for repair or for any other reason. Upon notification by the University, the Contractor shall repair and/or replace the container within TWENTY-FOUR (24) hours.
- d. The containers provided by the Contractor shall be properly maintained by the Contractor at all times.

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.

- 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 pick up(s) fall on a State or Federal holiday observed by the University, the Contractor shall reschedule the pick up(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 pick up the spillage and leave the area in a clean condition satisfactory 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 back to the same spot for service.

5. ADDITIONAL ON-CALL PICK UPS

- a. An additional on-call pick up shall be completed within TWENTY-FOUR (24) hours after notification from the University.
- b. An additional on-call pick up shall be each occasion that the Contractor is called upon to make a collection outside of the regularly scheduled collections listed in 2. PICKUP LOCATIONS, CONTAINER SIZES, AND PICKUP SCHEDULE.
- c. The Contractor shall provide additional pick ups at the designated pickup areas as required by the University at the established bid rates.

- d. The Contractor shall contact the Technical Representative if any delay is anticipated.

6. EMERGENCY PICKUPS

An emergency pick up shall be considered to be each occasion the Contractor is requested to make a pick up outside of the regularly scheduled collections listed in Technical Specification 2, PICKUP SCHEDULE. The cost of such pick up shall be at the "Price for "Emergency Pickups" as set forth in the contract.

7. ROLL-OFF CONTAINER SERVICES AS REQUIRED

Additional roll-off(s) may be required upon request. Roll-off(s) shall be used to dispose of various refuse types, which may include but are not limited to solid waste, construction materials, school equipment (old furniture, etc.) and/or green waste. The cost of the container and pick up shall be at the "Price for Roll-Off Container Services" as set forth in the contract. The Technical Representative will notify the Contractor of the size of roll-off(s), the specific location, and the date and time to drop off and pick up the containers.

8. REFUSE OVERAGES

- a. Refuse overage is only when the volume exceeds the total amount of available containers at the pickup location and not in any case where one or more containers may be overfilled while other containers at the location have space remaining.
- b. In the event the volume of refuse to collect exceeds the total available refuse containers at the pickup areas, the Contractor shall pick up the refuse at the established bid rates for the container size at that location.
- c. Dated pictures and driver certification of any overage must accompany invoices in order to be considered for payment. Overage charges without documentation shall not be eligible for payment.
- d. The University shall not be responsible or billed for any overage that occurs due to missed or delayed pick ups by the Contractor.

9. DISPOSAL OF REFUSE

The Contractor shall be responsible for the disposition of all refuse at the disposal sites. The cost of the refuse disposal including the 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.

10. 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.
- 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.
- d. Alternate refuse collection shall only be used if the Contractor is unable to correct the situation in a timely manner or results in the area being obstructed and/or a health hazard.

11. CONTRACTOR'S OPERATION

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

12. 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.

13. CHANGES IN PICKUP AREAS AND CONTAINERS

The University reserves the right to add or delete new pickup areas and containers for Hawaii Community College 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.

All questions pertaining to the Technical Specifications must be submitted electronically through HlePRO. Questions must be submitted by **August 28, 2024**. Responses will be posted on **August 30, 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 Refuse and Recycling Collection for the Hawaii Community College shall be in accordance with the terms and conditions of IFB No. 25-2064 and the General Provisions dated September 2013 included by reference. 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. 25-2064 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 Steve Capeder, Facilities Manager, Hawaii Community College, phone at (808) 934-2753 or email at capeder@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:

Title	Class	Hourly Rate: Effective 07/01/2024
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

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 3:30 p.m.

9. REFERENCES

Each bidder shall provide the names, addresses, and phone numbers of THREE (3) agencies, for which Refuse and Recycling 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, 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 the University insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
 - (3) Name the 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. 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. 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.

14. LANDFILL/DISPOSAL FEES

Bidders shall indicate on the Mandatory Bid Form - Price, 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.

15. 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 pick ups. 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.

16. 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.

17. 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 monthly 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 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.

18. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contracted bid price per container pick up 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 pick up due to increase in City and County of Honolulu Landfill/Disposal Fee occurring subsequent to bid opening date;

X = original contract price per container pick up;

Y = percentage of bid price per container pick up 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 pick up representing Landfill/Disposal Fee (this amount is X times Y plus any increase(s) in contract price per container pick up 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 pick up due to increase in State wages;

X = original contract price per container pick up;

Y = percentage of bid price per container pick up 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. 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 (estimated at October 1, 2024). 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 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 NINETY (90) days prior written notice

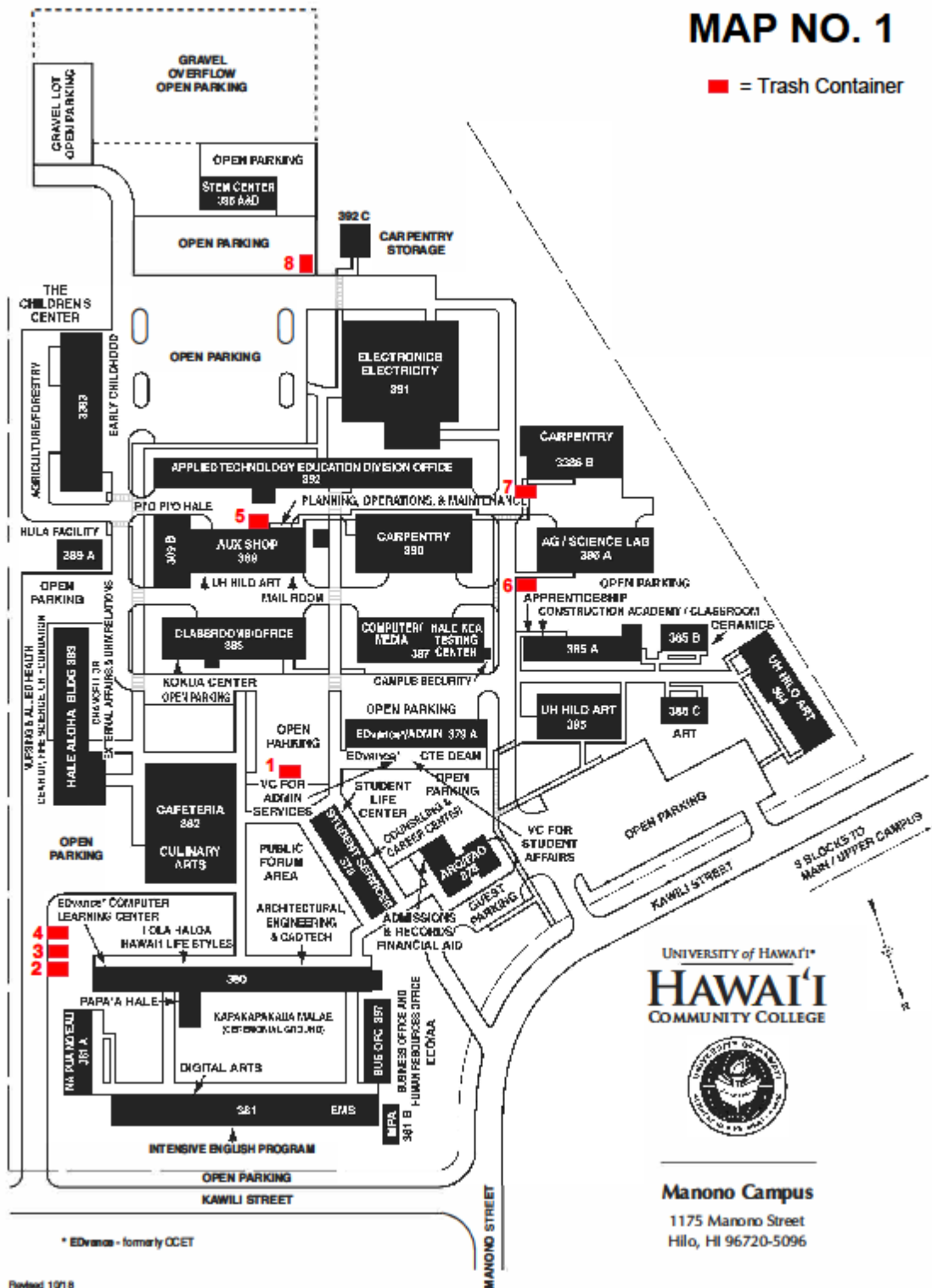
20. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice indicating the contract number, to Hawaii Community College, Business Office, 1175 Manono Street, Hilo, Hawaii 96720, no later than THIRTY (30) calendar days following receipt of invoice and acceptance of services, whichever is later.

APPENDIX A

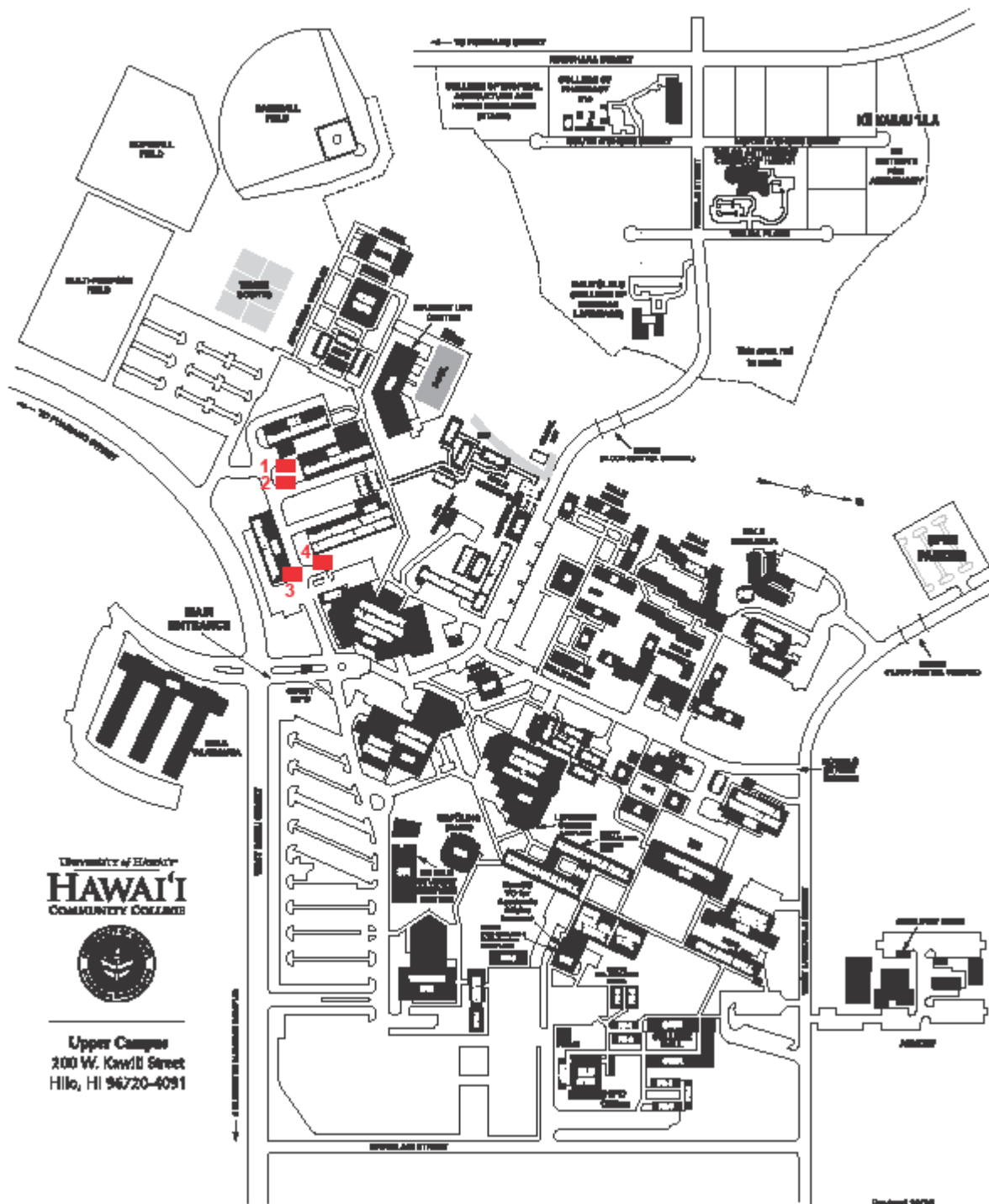
MAP NO. 1

■ = Trash Container



■ = Trash Container

MAP NO. 2



University of Hawaii
HAWAII
COMMUNITY COLLEGE



Upper Campus
200 W. Kaula Street
Hilo, HI 96720-4091

Revised 5/15/10

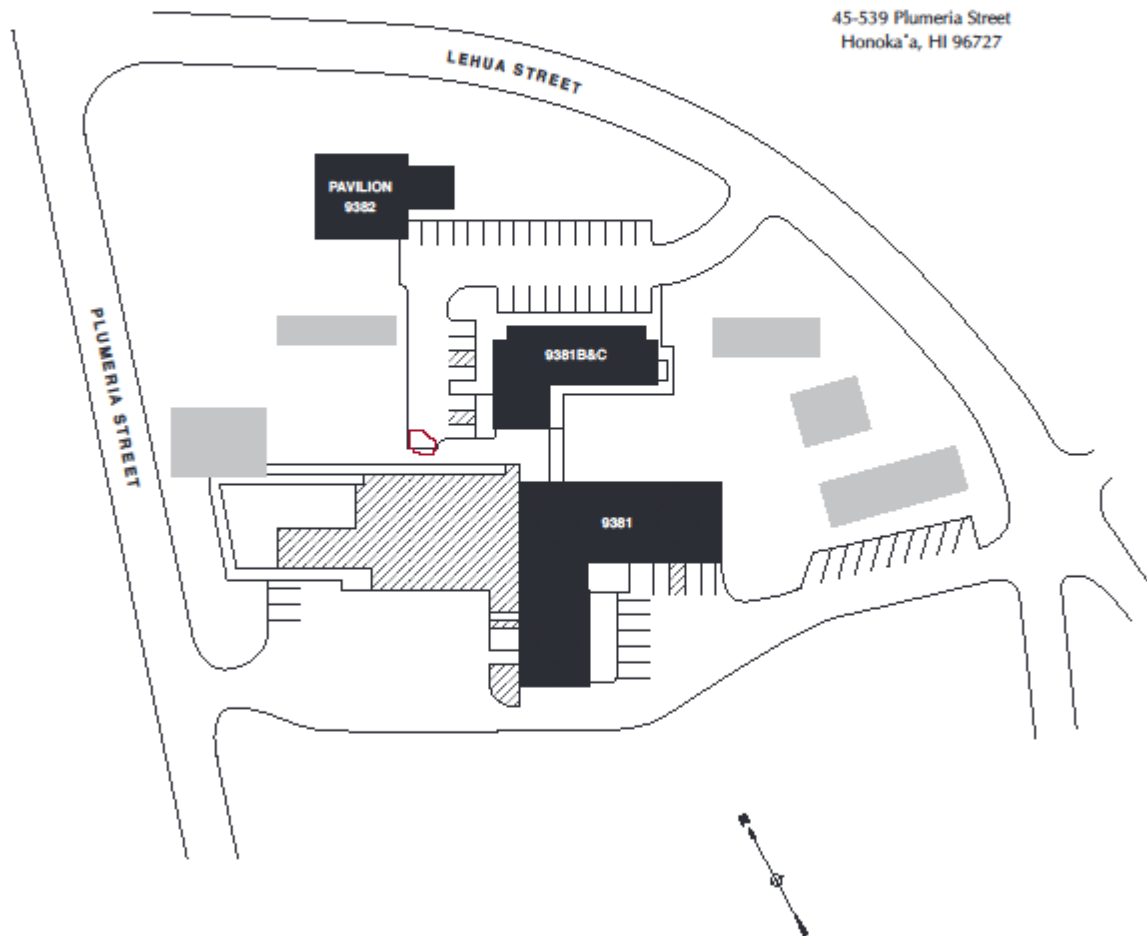
MAP NO. 3



UNIVERSITY of HAWAII
HAWAII
COMMUNITY COLLEGE

Kō Education Center

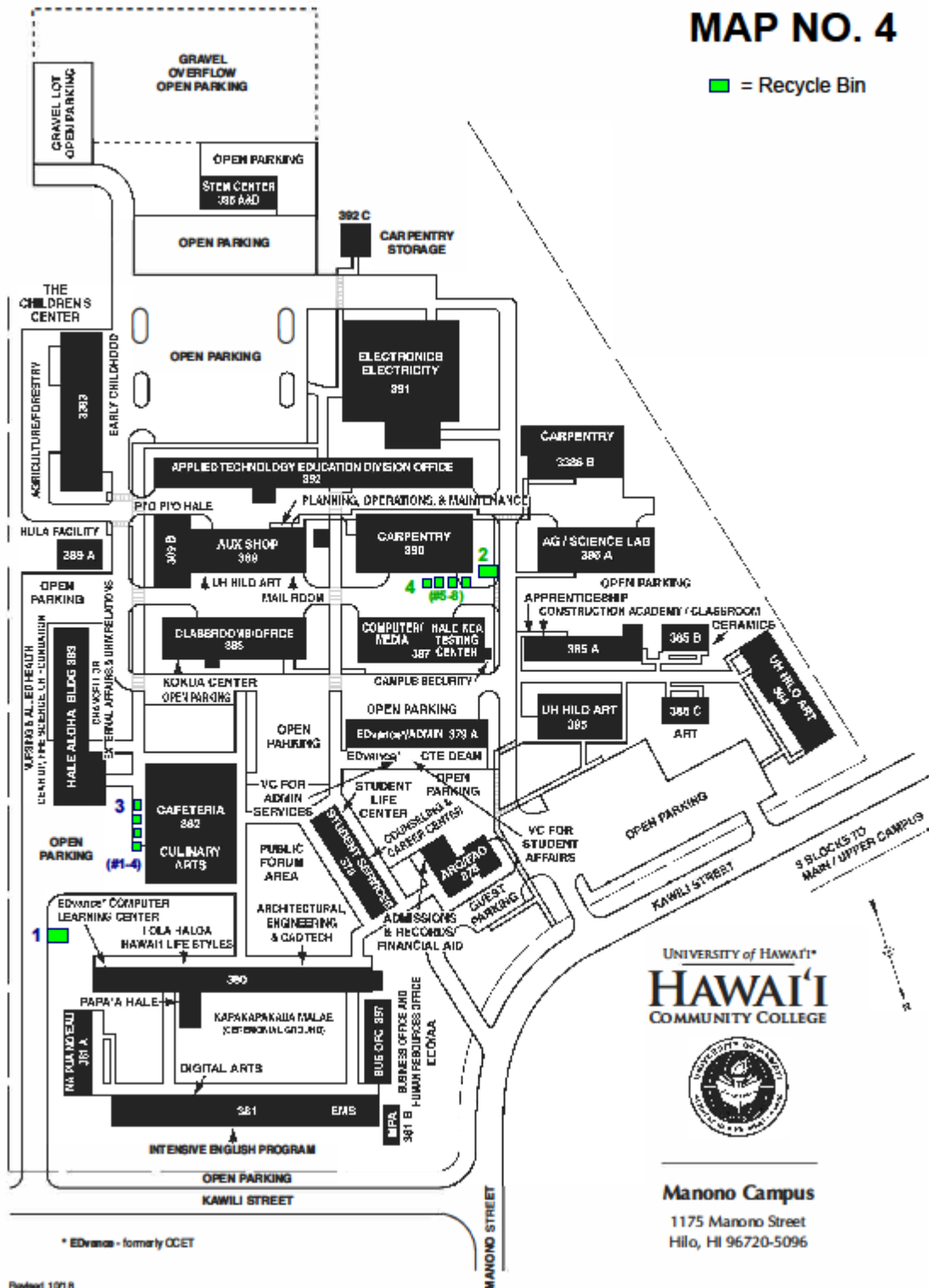
45-539 Plumeria Street
Honoka'a, HI 96727



Revised 6/24

MAP NO. 4

■ = Recycle Bin



■ = Recycle Bin

MAP NO. 5

