

INVITATION FOR BIDS (IFB) NO. 27-6095
TO
PROVIDE REFUSE COLLECTION SERVICES FOR
UNIVERSITY OF HAWAII AT HILO
UNIVERSITY OF HAWAII
HILO, HAWAII

OCTOBER, 2026

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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University of Hawaii, Hilo, 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. 27-6095, to Provide Refuse Collection Services for University of Hawaii at Hilo, 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., October 27, 2026.** 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 **October 13, 2026** at 4:00 p.m., Hawaii Standard Time. Responses will be posted on **October 20, 2026**. The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Luis Salaveria
Chief Procurement Officer
University of Hawaii

Posting Date: October 6, 2026

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

NOTICE TO BIDDER

BID REQUIREMENTS

REFUSE COLLECTION SERVICES FOR UNIVERSITY OF HAWAII AT HILO UNIVERSITY OF HAWAII HILO, HAWAII

By attaching The Mandatory Bid Form to HlePRO, the bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 27-6095, TO PROVIDE REFUSE COLLECTION SERVICES FOR UNIVERSITY OF HAWAII AT HILO, UNIVERSITY OF HAWAII, HILO, HAWAII, and offers to provide the refuse collection services, as required by the University for an initial period commencing on the Notice to Proceed date, estimated December 1, 2026, 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 BID (ITEMS 1, 2, 3, 4, AND 5). Bidders must bid on all Items 1, 2, 3, 4, and 5 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 Refuse 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 furnish all labor, supervision, refuse containers, tools, materials, transportation, equipment, overhead, and insurance required for the complete and satisfactory delivery of refuse collection services for the University of Hawaii at Hilo (University) at the frequencies, designated pickup locations, and within the timeframes 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 Kaunaoe, Dorm II Men's Wing
- 3) Hale Kaunaoe, Dorm II Women's Wing
- 4) Hale Kehau, Dorm IV
- 5) Hale Ikena, Dorm III, Apartment B
- 6) Hale Ikena, Dorm III, Apartment G
- 7) Hale Ikena, Dorm III, Apartment H
- 8) Hale 'Alahonua, Dorm Wing C
- 9) Hale 'Alahonua, Dorm Wing A

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

- 10) Portable Building 20 (PB-20)
- 11) Edwin H. Mookini Library
- 12) University Classroom Building (UCB)
- 13) Science and Technology Building
- 14) Bookstore
- 15) Old Gymnasium
- 16) Hawaiian Language Building
- 17) College of Business and Economics
- 18) Theater
- 19) Marine Science Building
- 20) College Hall C Geology
- 21) Business Education Building
- 22) Auxiliary Services Building

Area 3: Off-Campus

- 23) Army Reserve: 470 W. Lanikaula Street, Hilo, Hawaii 96720
- 24) College of Pharmacy Modularity: 722 South Aohoku Place, Hilo, Hawaii 96720
- 25) College of Pharmacy Main Building: 722 South Aohoku Place, Hilo, Hawaii 96720
- 26) Pacific Aquaculture and Coastal Resource Center (Keaukaha): 1079 Kalanianaʻole Street, Hilo, Hawaii 96720
- 27) University Farm (Panaewa): 3551 Kanoiehua Avenue, Hilo, Hawaii 96720
- 28) 'Imiloa Astronomy Center: 600 Imiloa Place, Hilo, Hawaii 96720
- 29) Institute for Astronomy: 640 North Aohoku Place, Hilo, Hawaii 96720

TECHNICAL SPECIFICATIONS

2. REFUSE CONTAINERS

- A. The Contractor shall provide all refuse containers at the locations and in the sizes and quantities of container specified in APPENDICES 1 through 4.
- B. The refuse containers shall be in good working order and appearance, and of durable construction with hinged covers that can be opened and closed easily.
- C. The refuse containers shall be uniform in configuration and appearance, and easily recognizable as refuse containers. The University shall have the right to inspect refuse containers provided by the Contractor at any time.
- D. The Contractor shall have a sufficient inventory of refuse containers such that replacement refuse containers are available in the event that refuse containers at any location are removed for repairs or additional refuse containers are requested by the University.
- E. The refuse 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 refuse items placed in the containers;
 - iii. Cleanup of interior and exterior of refuse containers by washing, scraping, steam cleaning and/or spraying with an approved disinfectant as needed to keep containers clean, sanitary and free of offensive residual odors.
 - 2) Contractor shall comply with all University recommendations to correct all unsafe and unsanitary conditions.
- F. Authorized printing on the refuse containers is limited to identifying ownership of the containers. Containers shall be labeled "REFUSE".
 - 1) Advertisements shall not be printed on the containers.
 - 2) Each container shall be labeled "NOT FOR HOME USE" and "NO SCAVENGING".
- G. The refuse 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 refuse container locations, size, quantity, and frequency of refuse collection service is specified in APPENDIX 1.
- B. To minimize the disruption to the on-campus residents, refuse containers in the “Area 1: Main Campus Housing” locations specified in APPENDIX 1 and identified in APPENDIX 2 shall be serviced between 8:00 a.m. and 5:00 p.m. on the designated days. Refuse containers at all other locations shall be serviced only between the hours of 6:00 a.m. and 6:00 p.m. on the designated days.
- C. Additional containers may be required for short-term events. The price for the additional containers shall be at the “Unit Prices for Additional Container” as set forth in the contract which shall include delivery and removal of the container, transportation, labor, overhead, and all applicable fees and taxes. Any refuse collection service associated with the additional container shall be at the “Price per Pickup” for the refuse service location as set forth in the contract and shall include the cost of pickup, transportation, disposal, labor, overhead, and all applicable fees and taxes. The Technical Representative shall notify the Contractor of the specific dates when the additional containers and/or services are required.
- D. The University reserves the right to temporarily suspend scheduled pickups during times when they are not needed, by giving the Contractor SEVEN (7) calendar days advance written notice and the Contractor shall not charge for these omitted pickups.

4. REFUSE COLLECTION SERVICE

- A. Refuse containers shall be emptied completely during collections. The transfer of refuse from containers to refuse 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 an acceptable, clean condition to the University.
- B. Refuse containers shall be emptied with a commercial hydraulic powered front-end loader truck and tipped or emptied solely by the mechanical means of hydraulic powered forks, operated by a driver possessing a valid CDL license. The Contractor shall provide the current vehicle registration and safety inspection documentation to the University for the commercial hydraulic powered front-end loader truck that shall be used for refuse collection at the University.
- C. Manual unloading of refuse from containers into the collection truck is strictly prohibited.
- D. Removing refuse from containers to conduct on-site sorting of trash and recyclables, or other type of sorting on University property is strictly prohibited.

TECHNICAL SPECIFICATIONS

- E. Opening refuse bags on-site for inspection, sorting, or personal information collection on University property is strictly prohibited.
- F. At each scheduled pickup, the Contractor shall pick up all refuse on the ground at or immediately adjacent to a refuse container location, provided it can be safely handled using ordinary care and standard personal protective equipment. The Contractor shall first fill the refuse container to capacity and empty it. The refuse container shall be emptied once. Any remaining refuse on the ground shall then be placed into the emptied refuse container to leave the area clear. If ground refuse placed into the container after emptying fills it past FIFTY (50) percent capacity, the Contractor shall notify the Technical Representative. Any refuse remaining after this process shall be collected at the next scheduled collection, unless the University requests an additional pickup.
- G. The Contractor shall conduct its pickups in a manner which will provide the least disturbance to students and staff, 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 refuse containers shall be returned to their proper designated locations after each pickup in a position which shall be safe and accessible to users.

6. DISPOSAL OF REFUSE

The Contractor shall dispose of all refuse collected and the cost of the disposal shall be the responsibility of the Contractor. Bulky refuse such as metal filing cabinets and items too large to be processed with a commercial front-end loader shall be handled separately by the University. Disposal shall be away from collection locations and at processing sites which meet the requirements of local ordinances and regulations applicable to refuse disposal.

7. CORRECTION OF DEFICIENCIES

- A. The Contractor shall correct all deficiencies at no additional cost to the University.
- B. In the event the Contractor is unable to perform a scheduled collection, it must immediately notify the Technical Representative in writing. The University shall determine whether the inability to perform is excusable. Excusable causes include severe weather, natural disaster, road closure, and obstruction of access not caused by the Contractor.

TECHNICAL SPECIFICATIONS

- 1) Contractor shall, within TWENTY-FOUR (24) hours, “make-up” a missed collection. A missed collection is any scheduled collection at a location that is not performed on its scheduled day.
 - 2) In the event of an excusable cause, the Contractor shall resume scheduled collections as soon as practicable after the excusable cause ends. If accumulated refuse exceeds container capacity at any location, the Contractor shall notify the Technical Representative immediately and the University may order additional pickups.
- C. Upon written notice by the University, the Contractor shall, within TWENTY-FOUR (24) hours, remove and replace a container that does not meet University requirements. The replacement container must be acceptable to the University. Conditions requiring removal and replacement include any container that:
- 1) Leaks or permits refuse or liquid to escape;
 - 2) Has a cover that is missing, broken, or cannot be closed;
 - 3) Has sharp edges, structural damage, or any other condition presenting a risk of injury;
 - 4) Cannot be safely lifted or emptied by a commercial hydraulic powered front-end loader;
 - 5) Presents any other health, safety, or sanitation hazard determined by the University.
- D. Upon written notice by the University, Contractor shall, within SEVEN (7) calendar days, remove a container that has deteriorated paint, poor appearance, graffiti, offensive residual odor, excessive residue, or missing or illegible required labeling, and replace with a container that is acceptable to the University.
- E. Within TEN (10) calendar days after the University’s written notice of any deficiency, the Contractor must submit a written report to the Technical Representative. This written report is required regardless of whether the deficiency has already been cured. It must identify the deficiency, the completed or scheduled corrective action with dates, and the measures the Contractor will take to prevent recurrence.
- F. In the event the Contractor fails to correct any deficiency as directed by the University, the University reserves the right to utilize alternate means to correct the issue with all resultant costs chargeable to the Contractor. Should any refuse overflow result from any non-excusable delay or 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.

- G. Repeated failure of the Contractor to correct deficiencies on a timely basis and/or to respond to the University within TEN (10) calendar days, in writing, of the action taken to correct the deficiencies, shall be deemed sufficient cause for termination of the contract.
- H. Regardless of the foregoing, the Contractor shall be compensated only for actual services performed at the unit prices set forth in the contract.

8. ADDITIONAL PICKUPS

The University may require additional refuse pickups during peak volume periods such as finals week, residence hall move-out and move-in periods, and other short-term University events. An additional 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 SEVEN (7) calendar days advance notice for an additional pickup and the cost per pickup shall be at the "Price per Pickup" for the refuse service location as set forth in the contract and shall include the cost of pickup, transportation, disposal, labor, overhead, and all applicable fees and taxes.

9. CHANGES IN REFUSE CONTAINERS, PICKUP LOCATIONS AND SCHEDULE

The University reserves the right to increase or decrease the quantity of refuse containers, adjust the size of containers, add or delete pickup locations of containers, and adjust the pickup schedule. Individual container locations within each pickup site may be changed at no additional charge. The Contractor shall provide additional refuse containers at the "Unit Prices for Additional Container" as set forth in the contract which shall include delivery and removal of the container, transportation, labor, overhead, and all applicable fees and taxes. Any refuse collection service associated with the additional containers and/or the additional pickup locations shall be at the "Price per Pickup" for the refuse service location as set forth in the contract and shall include the cost of pickup, transportation, disposal, labor, overhead, and all applicable fees and taxes. Any change to the quantity and/or size of containers, pickup locations, 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 **October 13, 2026**. Responses will be posted on **October 20, 2026**.

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 Collection Services for University of Hawaii at Hilo, University of Hawaii, Hilo, Hawaii shall be in accordance with the terms and conditions of IFB No. 27-6095 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. 27-6095 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 William Walters, Director of Auxiliary Services, University of Hawaii at Hilo, phone: (808) 932-7858, email: wwalters@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 07/01/2026)	Hourly Rate (Effective 07/01/2027)
Refuse Collector	BC05	\$29.09	\$30.26
Truck Driver Laborer	BC05	\$29.09	\$30.26
Truck Driver	BC06	\$30.27	\$31.48
Heavy Truck Driver	BC07	\$31.47	\$32.73

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, after 8:00 a.m., but not later than 3:30 p.m.

9. REFERENCES

Each bidder shall provide the names, contact persons, addresses, and telephone numbers of THREE (3) agencies, for which refuse 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 – Each occurrence	\$1,000,000.00
Damage to Rented Premises – Each occurrence	\$250,000.00

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, Contractor shall contact the Technical Representative to establish operational and administrative procedures including coordination, scheduling contract personnel including telephone numbers, and lead time for notification of non-scheduled pickups. The Contractor shall not be permitted to interfere with University operations, and work schedules shall be coordinated with the Technical Representative prior to commencing work.

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 notify the Technical Representative if the Contractor causes damage to the University's facilities or any property during the refuse collection service, and 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 disposal of refuse shall obtain such permits, licenses or other authorization as may be required.

19. LANDFILL/DISPOSAL FEES

Bidders shall indicate on the Mandatory Bid Form - Price, the percentage of the monthly price that represents the County of Hawai'i Landfill/Disposal Fee. Should the County of Hawai'i 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 County of Hawai'i 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.

20. 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, 2027 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.

21. ESCALATION CLAUSE

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

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

The following formulas will be used in calculating such increase:

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

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

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

X = original contract price per container pickup;

Y = percentage of bid price per container pickup designated by Contractor as representing County of Hawai'i Landfill/Disposal Fee;

Z = percentage increase in County of Hawai'i Landfill/Disposal Fee; and

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

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

The following formulas will be used in calculating such increase:

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

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

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

X = original contract price per container pickup;

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

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

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

22. TERM OF CONTRACT

The estimated start date is December 1, 2026. 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, THIRTY (30) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with SPECIAL PROVISION 21, ESCALATION CLAUSE, of the contract, upon written request NINETY (90) days prior to the annual renewal date. Further, the University may terminate the contract at any time, after the first year, upon THIRTY (30) days prior written notice.

23. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice indicating the contract number, to University of Hawaii at Hilo, Contracts, Procurement and Payments, 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**

Pickup days: Weekly on Monday, Wednesday, and Friday; and on Tuesday, Thursday, and Saturday for ONE (1) week in May, August, and December, on dates designated by the University.

Item No.	Location	Container Size	Quantity of Containers		Number of Pickups per Week		Number of Weeks		Quantity of Containers	Number of Pickups per Week		Number of Weeks		Number of Annual Pickups
1.	Hale Kanilehua, Dorm I	3 cu. yd.	1	x	3	x	52	+	1	3	x	3	=	165
2.	Hale Kauanoe, Dorm II Men's Wing	3 cu. yd.	1	x	3	x	52	+	1	3	x	3	=	165
3.	Hale Kauanoe, Dorm II Women's Wing	3 cu. yd.	1	x	3	x	52	+	1	3	x	3	=	165
4.	Hale Kehau, Dorm IV	4 cu. yd.	2	x	3	x	52	+	2	3	x	3	=	330
5.	Hale Ikena, Dorm III, Apt. B	3 cu. yd.	1	x	3	x	52	+	1	3	x	3	=	165
6.	Hale Ikena, Dorm III, Apt. G	3 cu. yd.	1	x	3	x	52	+	1	3	x	3	=	165
7.	Hale Ikena, Dorm III, Apt. H	4 cu. yd.	1	x	3	x	52	+	1	3	x	3	=	165
8.	Hale 'Alahonua, Dorm Wing C	4 cu. yd.	1	x	3	x	52	+	1	3	x	3	=	165
9.	Hale 'Alahonua, Dorm Wing A	4 cu. yd.	1	x	3	x	52	+	1	3	x	3	=	165
TOTAL ANNUAL MAIN CAMPUS HOUSING PICKUPS													=	1,650

AREA 2: MAIN CAMPUS*Pickup days: Weekly on Tuesday and Friday.*

Item No.	Location	Container Size	Quantity of Containers		Number of Pickups per Week		Number of Weeks		Number of Annual Pickups
10.	Portable Building 20 (PB-20)	3 cu. yd.	1	x	2	x	52	=	104
11.	Edwin H. Mookini Library	4 cu. yd.	2	x	2	x	52	=	208
12.	University Classroom Building (UCB)	4 cu. yd.	1	x	2	x	52	=	104
13.	Science and Technology Building	3 cu. yd.	1	x	2	x	52	=	104
14.	Bookstore	3 cu. yd.	2	x	2	x	52	=	208
15.	Old Gymnasium	3 cu. yd.	1	x	2	x	52	=	104
16.	Hawaiian Language Building	3 cu. yd.	1	x	2	x	52	=	104
17.	College of Business and Economics	3 cu. yd.	1	x	2	x	52	=	104
18.	Theater	3 cu. yd.	1	x	2	x	52	=	104
19.	Marine Science Building	3 cu. yd.	1	x	2	x	52	=	104
20.	College Hall C Geology	3 cu. yd.	1	x	2	x	52	=	104
21.	Business Education Building	3 cu. yd.	2	x	2	x	52	=	208
22.	Auxiliary Services Building	3 cu. yd.	2	x	2	x	52	=	208
TOTAL ANNUAL MAIN CAMPUS PICKUPS								=	1,768

AREA 3: OFF-CAMPUS

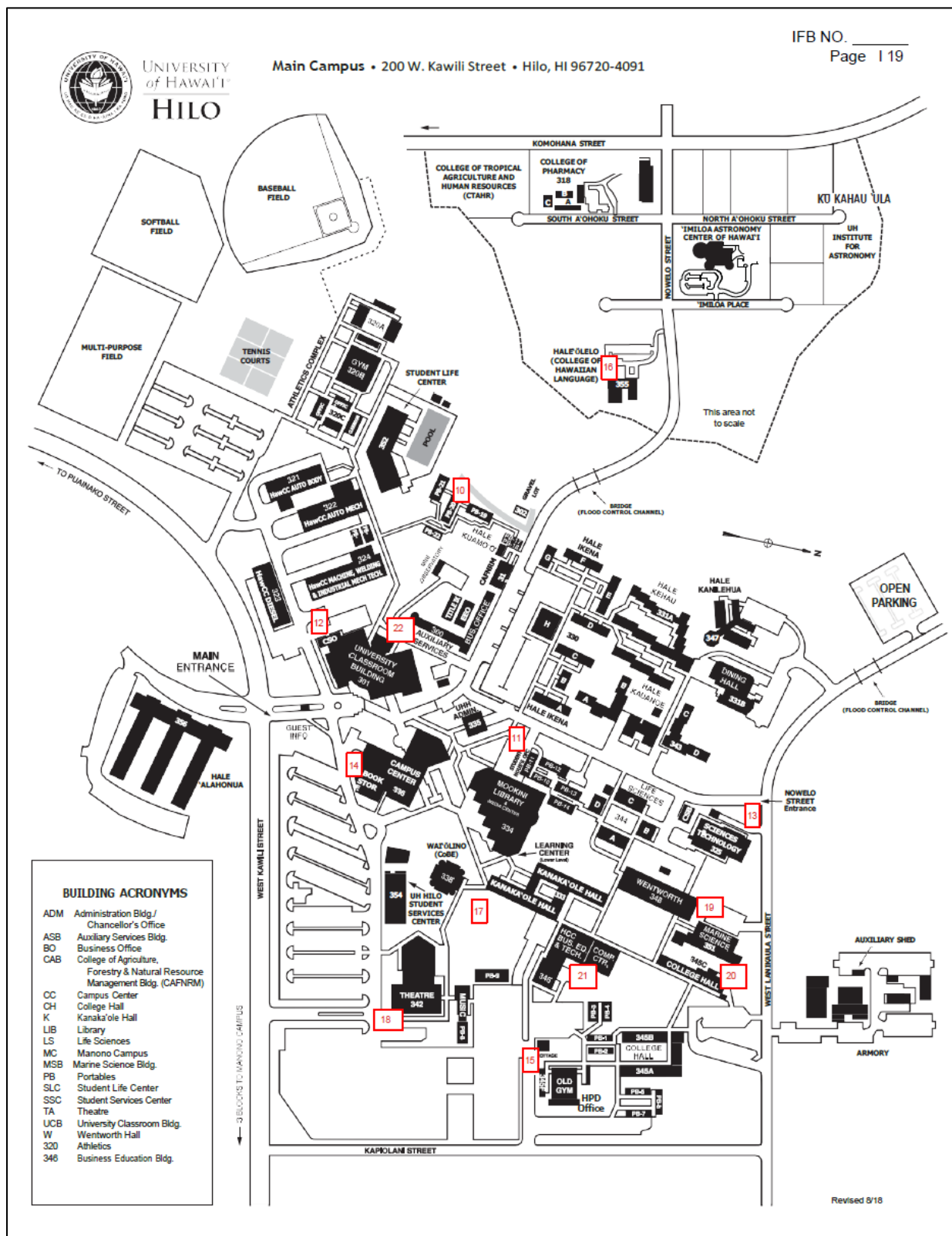
Pickup days: Items No. 23, 24, 25, 26, and 27: Weekly on Tuesday and Friday;

Item No. 28: Weekly on Monday, Wednesday and Friday;

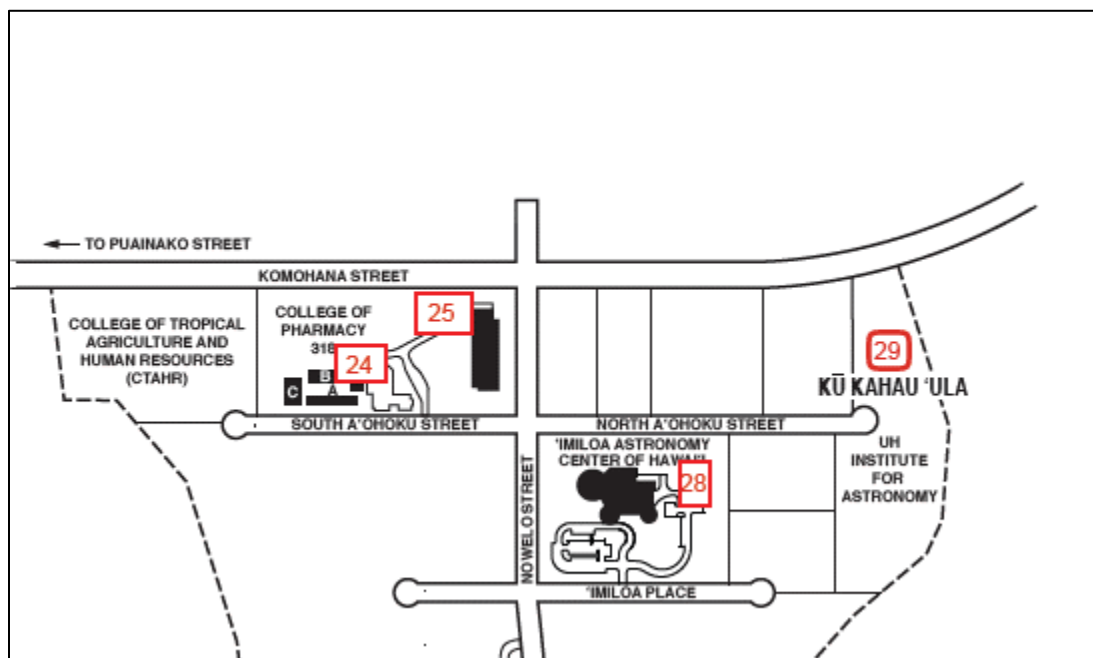
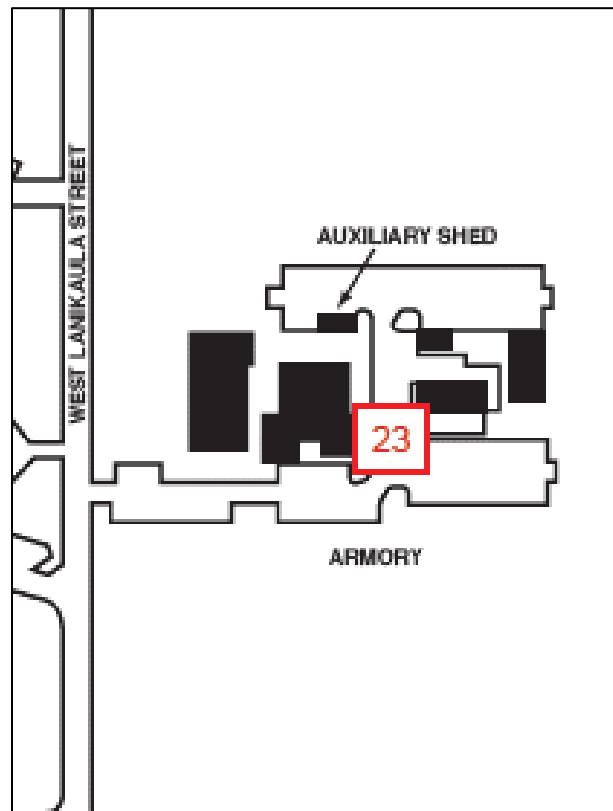
Item No. 29: ONE (1) day per week on dates to be designated by the University.

Item No.	Location	Container Size	No. of Containers		Number of Pickups per Week		Number of Weeks		Number of Annual Pickups
23.	Army Reserve	3 cu. yd.	1	x	2	x	52	=	104
24.	College of Pharmacy Modulars	3 cu. yd.	1	x	2	x	52	=	104
25.	College of Pharmacy Main Building	3 cu. yd.	1	x	2	x	52	=	104
26.	Pacific Aquaculture and Coastal Resource Center (Keaukaha)	3 cu. yd.	2	x	2	x	52	=	208
27.	University Farm (Panaewa)	3 cu. yd.	2	x	2	x	52	=	208
28.	'Imiloa Astronomy Center	3 cu. yd.	2	x	3	x	52	=	312
29.	Institute for Astronomy	3 cu. yd.	1	x	1	x	52	=	52
TOTAL ANNUAL OFF-CAMPUS PICKUPS =									1,092

APPENDIX 3 AREA 2: MAIN CAMPUS



APPENDIX 4 AREA 3: OFF-CAMPUS



APPENDIX 4 AREA 3: OFF-CAMPUS

