

IFB3290

SPECIFICATIONS

1.00 General

- 1.01 The County of Hawai'i ("County") is requesting electronics recycling services on privately owned and County provided sites from a business ("Contractor") for a four (4) month period, September 1, 2015 – December 31, 2015, with an option to renew the contract for up to three (3) additional one (1) year periods.
- 1.02 The County currently holds monthly electronic recyclables collection events at select County Recycling and Transfer Stations. Those select sites are Hilo, Kealakehe, Waimea and Wai'ōhinu Recycling & Transfer Stations. These events provide the residents of Hawai'i County a convenient way to recycle their household generated electronics at no cost. Once a month the County collects commercial electronic recyclables from businesses, government agencies and non-profits by appointment only on the last Friday of each month at the East Hawai'i Regional Sort Station for which tipping fees apply. Details and locations of the current schedule of collections are available online at <http://www.hawaiiizerowaste.org/recycle/e-waste>. The County also recently contracted with a private site collector in Hilo to accept electronics for recycling weekly on Saturdays at no cost to residents or businesses.
- 1.03 Proposed Collections for this IFB:
- a. Electronics collected at the Wai'ōhinu Recycling & Transfer Station will be received by County personnel and transported to the Kealakehe Recycling & Transfer Station for temporary storage by County personnel to be later packed and containerized by the Contractor.
 - b. Electronics collected at the Waimea Recycling & Transfer Station will be received by County personnel and temporarily stored in on-site Contractor provided shipping container. When the container is full the County will notify Contractor to come to the site to pack and containerize on site.
 - c. Electronics collected at the Kealakehe Recycling & Transfer Station will be received by County personnel and temporarily stored in on-site Contractor provided shipping containers. When both containers are full the County will notify Contractor to come to the site to pack and containerize on site.

- d. Electronics collected at the Hilo Recycling & Transfer Station will be received by County personnel and temporarily stored in on-site Contractor provided shipping containers. When both containers are full the County will notify Contractor to come to the site to pack and containerize on site.
 - e. Commercial/Business/Agency Electronics collected at the West Hawai'i Materials Recovery Facility (WHMRF located adjacent to the West Hawai'i Sanitary Landfill in Pu'uana'hulu) will be received by County personnel and then packed and containerized by the Contractor on site.
 - f. There will be no commercial/business/agency electronics collection at the East Hawai'i Regional Sort Station under this bid.
 - g. The County collected approximately 30 tons of electronic recyclables combined in Hilo/Wai'ōhinu and 140 tons combined in Kealahou/Waimea in FY2015. There is no data on the proposed commercial/business/agency electronics collection at the West Hawai'i Materials Recovery Facility (WHMRF) as this will be a new service.
 - h. In addition to the electronic recyclables collected through the monthly events, the Solid Waste Division may bring electronic recyclables that are removed from the waste stream from any of the twenty-two (22) Recycling & Transfer stations and from the two (2) landfills to one of the County operated collection sites. These abandoned electronics will be temporarily placed on pallets and stored in the Contractor provided shipping containers until they are packed and containerized for shipment by the Contractor. Previous quantities are incorporated in sub-item g above.
 - i. The County also seeks a vendor to provide weekly collections of electronics every Saturday at a private site in Hilo and/or Kona starting in September 2015. The current contracted private collection site in Hilo accepted electronics from commercial and household generators at no cost to customers and yielded an unknown quantity since January 2015.
 - j. The County reserves the right to modify these electronics recyclables collection events.
- 1.04 The Contractor proposes to furnish all necessary labor, equipment, transportation, appurtenances and all other actual and implied expenses connected thereto to collect and recycle electronics as specified herein. Quantities of electronics

collected are unknown and are not guaranteed; as a price term agreement, any quantity, including NONE may be authorized by the Department.

- 1.05 It is also understood and agreed that all prices will include all taxes which shall be applicable to the service or furnishing, sale or purchase thereof whether assessed against, chargeable to or payable by the County of Hawai'i or any of the agencies or the undersigned.
- 1.06 The County will make one award to one contractor for Items 1, 2 & 3, and award Items 4, 5 & 6 individually. Bidders are required submit pricing for all 1, 2 & 3 to be considered for their award. The award, if any, will be to the highest sale offer or, if no sale offer is received, the lowest responsive and responsible bidder for each item. *INSURANCE REQUIREMENTS MUST BE MET PRIOR TO BEGINNING WORK.*

2.00 Scope of Work

The scope of work shall be as follows:

- 2.01 Rights to Materials Collected: The Contractor shall have the exclusive right to all electronic recyclables received. All electronic recyclables so processed by the Contractor shall become its property and responsibility.
- 2.02 Electronic Recyclables: Electronic Recyclables required ("required electronics") to be accepted for recycling under this solicitation include: Computers (desktops, laptops, notebooks and tablets), Combination Computers/Monitors, Televisions and Monitors (plasma, CRT, LCD & LED), Uninterruptible Power Supply Systems (UPS), Computer Keyboards, Computer Mice, Printers, Copiers, Fax Machines, Mobile Phones, Landline Phones, Digital Cameras, VCRs, DVD/Blu-ray Players, Stereos and Stereo Components.
 - a. No fees may be charged by the Contractor for required electronic recyclables (listed above) dropped off at Contractor's private collection site or at a County provided site.
 - b. Private collection site must accept required electronic recyclables from all generators.
 - c. Contractor operating private collection site may offer to accept additional types of electronic devices but these non-required electronic device types

should not be reflected in the bid price. Full list of acceptable non-required device types at private site(s) must be submitted with bid.

2.03 Packing: All items shall be handled and packed in accordance with County, State and Federal rules, regulations and laws regarding electronic waste and Hawai'i State regulations for cathode ray tube (CRT) management.

- a. The Contractor will be responsible for all costs associated with the proper packing of the electronics, as specified by their end destination recycler.

2.04 Locations:

- a. **Private Collection Sites** - Contractor must provide a private collection site in the Kona and/or Hilo area. The Kona private collection site must be located within the boundaries of Kaiminani Drive on the north side, Ali'i Drive on the west side, Kamehameha III Road/Kuakini Highway (11) on the south side, and Māmalahoa Highway (190/180) on the east side. The Hilo private collection site must be located within the boundaries of Waiānuenue Avenue/Highway 19 on the north side, Komohana Street on the west side, Kawaihine Street/Manuia Street on the south side, and Kuhio Street/Silva Street/Kanoelehua Avenue/Railroad Avenue on the east side.

- 1. Private collection site address and site layout diagram/plan must be included in submitted Operations Plan.
- 2. Private collection site must be in properly zoned location and must have proper permitting if necessary.
- 3. Private collection site shall have adequate parking and storage to accomplish the terms of the collection.
- 4. Private collection site shall have signage prominently indicating hours of operation, list of acceptable electronics and Contractor contact info.

- b. **County Provided Sites** – The County Solid Waste Division will provide the Contractor a portion of the Hilo, Waimea and Kona (Kealahou) Baseyard area to properly pack and containerize electronics collected at the residential household collections. The County will also provide a site adjacent to the West Hawai'i Sanitary Landfill (Pu'uana'hulu) at the West Hawai'i Materials Recovery Facility to collect, pack and containerize electronics collected during the proposed West Hawai'i Business/Agency/Non-Profit Electronic collections.

1. Hilo, Waimea & Kona (Kealakehe) Recycling & Transfer Station Sites Household Electronics Collection:

The Contractor shall provide the County with a total of five (5) empty 40-foot long shipping containers at all times, two (2) shall be located at the Hilo Recycling & Transfer Station, one (1) shall be located at the Waimea Recycling & Transfer Station and two (2) shall be located at the Kealakehe Recycling & Transfer Station. The County intends to load any electronics collected during non-collection event hours into these containers for temporary storage. The County will place these items within the storage containers in a way that makes them readily accessible by the Contractor for final packing and shipping of the materials.

County personnel will receive required electronics during specified collection event dates from households and temporarily store the collected electronics in the Contractor provided shipping containers. Contractor will be responsible for packing the electronics in the containers to meet their end-market recycler's specifications and arranging transport of containers to and from shipping port and transport to final destination recycler. The Contractor may leave partially filled containers on site at these locations for the next County collection event; full shipping containers of electronics should be immediately scheduled for pick-up removal from the site. Additionally, the Contractor is required to provide the County sites with empty 40-foot shipping containers to replace the filled containers as they leave for their final destination recycling.

2. West Hawai'i Business/Agency/Non-Profit ("Business") Electronics Collection:

The County proposes to collect business, agency or non-profit generated electronics by reservation system only at the West Hawai'i Materials Recovery Facility at Pu'uana'hulu. The dates for the West Hawai'i Business Electronics Collections shall be on the Fridays immediately preceding the third Saturday of each month only if a reservation has been made by a business and approved by the County. If no reservations has been made, no West Hawai'i Business Collection shall take place, Contractor will be notified that no collection will take place. County shall receive applications for

reservations and schedule drop-offs by the businesses. County personnel shall receive electronics from approved customers and temporarily store electronics in Contractor provided shipping container. When shipping container is full the County will notify Contractor to repack the container and transport it to their end market recycler. The Contractor will be responsible to pack and containerize all required electronics collected at this site. The hours of operation of the West Hawai'i Materials Recovery Facility is from 7:00 a.m. to 4:15 p.m. and the Contractor will only be allowed to operate at the site during normal business hours.

The County will provide a large concrete paved section within the West Hawai'i Materials Recovery Facility for the provision of collecting Business generated electronics. The area is completely separate from the working surface area of the landfill.

Upon confirmation of first approved reservation Contractor shall schedule delivery of shipping container to the WHMRF to arrive before schedule reservation drop-off.

Provision of electronics recycling collection service from businesses, agencies or non-profits is dependent on the County obtaining proper permitting to collect this material at this site.

2.05 Hours of Operations:

a. Private Collection Site:

Private Collection Site shall be open for a minimum of eight (8) hours between the hours of 7:00 a.m. and 5:00 p.m. on the designated weekly Saturday collection day. Contractor shall submit list of hours of operation at the private collection site with their bid. ANY CHANGES (DURATION AND/OR START/END TIMES) TO THE MINIMUM REQUIRED WEEKLY HOURS OF OPERATION MUST BE APPROVED BY THE SOLID WASTE DIVISION CHIEF OR HIS DESIGNEE PRIOR TO IMPLEMENTING ANY CHANGE. Private collection site may be open more than the minimum required weekly eight (8) hours on Saturdays; however any additional operating hours shall not be reflected in the bid price.

1. For private collection site, if the weekly Saturday collection day falls on Christmas Day and New Year's Day Contractor shall be allowed to

close for those dates with 30 days advance notification of the County prior to the closures. Alternative day(s) of the week shall be utilized to maintain minimum weekly hours of operation.

2. Any unscheduled closures for natural disasters or other emergency situations shall be reviewed on a case-by-case basis by the Solid Waste Division Chief or his Designee prior to closures, and an approved alternative day of the week may be substituted to maintain minimum weekly hours of operation.

b. County Collection Sites:

1. Waimea, Hilo & Kealahou Residential Household Electronics Collections: County collection sites operate from 9:00 a.m. to 4:00 p.m. Contractor need not be present during residential household electronics collection events to pack & containerize collected electronics. Contractor may be present before or after the collection events to prepare or complete container packing and transport, during normal Solid Waste Division operating hours. The Transfer Stations are open at 6:00 a.m. and close at 6:00 p.m.
2. West Hawai'i Business Electronics Collection hours of operation shall be 9:00 a.m. to 2:00 p.m. These collections will be held on a reservation system. Customer must send in reservation form to the Solid Waste Division to request a drop-off appointment. Reservations must be approved and confirmed by the Solid Waste Division at least three (3) weeks in advance to the scheduled collection day. When confirmed reservation is scheduled Solid Waste Division will notify Contractor of date/time, customer & quantity of items to be brought to the collection site. Contractor will be responsible for packing and containerizing of electronics collected at the West Hawai'i Materials Recovery Facility. Contractor may be present before or after the collection events to prepare or complete container packing and transport, during normal Solid Waste Division operating hours. WHMRF is open from 7:00 a.m. to 4:15 p.m.

- 2.06 Equipment Inventory: The bidder must include with their bid a detailed list of bidder's and/or bidder's subcontractor's equipment and other resources to be used to perform all the service requirement of this IFB. If bidder or bidder's subcontractor has not acquired all the necessary equipment at the time of bid

submission, the list should identify this and include an explanation of how the bidder or subcontractor intends to acquire the equipment. Include all equipment that will be utilized to perform the services specified in the IFB.

- 2.07 Log of Electronic Recyclables Collected: Contractor shall be responsible for tracking and reporting quarterly data from each contracted collection site on Covered Electronic Devices (CEDs) and/ or Covered Televisions (CTV's) as defined under the State of Hawai'i Electronic Waste and Television Recycling and Recovery Act, collected to include: type, number and brand of CEDs (CPUs, monitors, laptops, and printers), brand and number of CTV's collected, and total pounds of acceptable items collected.

At Contractor private collection site(s) total weight of non-required acceptable electronic devices must also be reported monthly separately. The total weight of all electronics recycled, even those collected during non-contracted hours of operation and types not specified above, from the contracted private collection site shall be reported monthly to the County.

- 2.08 State of Hawai'i Department of Health (DOH) Solid Waste Permit or US Environmental Protection Agency Resource Conservation & Recovery Act (EPA RCRA) ID Number:

- a. Private collection site Contractor shall obtain a DOH issued Solid Waste Permit or EPA RCRA ID Number to operate an electronics collection at each contracted site no later than sixty (60) calendar days from the date of the Notice of Award.
- b. If private collection site Contractor does not already possess current approved DOH Solid Waste Permit or EPA RCRA ID Number then Contractor shall submit a copy of the completed DOH Solid Waste Permit Application or EPA RCRA ID Number application within fifteen (15) days from the date of Notice of Award.
- c. Contractor shall submit copy of approved DOH Solid Waste Permit or EPA RCRA ID Number for private collection site with bid if already approved or prior to commencing contracted operation if one has not yet been approved.

- d. Failure to submit the completed applications or to obtain the Solid Waste Permit or EPA RCRA ID Number for private collection site as specified herein may be cause for cancellation of award.
- e. DOH Solid Waste Permit or EPA RCRA ID Number for each private collection site shall be maintained and Contractor shall be in compliance for the term of the contract.
- f. The Contractor and all subcontractors shall provide the service in compliance with all applicable Federal, State of Hawai'i and County of Hawai'i waste disposal or recycling laws, ordinances, regulations, rules and orders of all governmental agencies and entities.

2.09 OSHA Compliance: The Contractor is required to comply with all applicable sections of 29 CFR 1910 OSHA or HIOSH General Industry Regulations.

2.10 Operations Plans:

- a. Bidders shall submit a Site Operations Plan with their bid for each collection site that they propose to operate.
 - 1. Site Operations Plan shall include, but not be limited to:
 - a. A detailed plan for equipment storage; traffic flow; material flow at the event; logging of number, types and weights of Electronic Recyclables; securing materials; mobilization / demobilization for each collection location. Include Site Layout Plan.
 - b. Customer service plan. Including, but not limited to, immediate reporting of all customer complaints in writing to the County and follow-up reporting of complaint resolution. Any training to improve customer service or as corrective measures to deficiencies reported. Contractor provided telephone and email contact information to be displayed or included in promotional materials.
 - c. Transportation to End Destination Recycler.

- d. A detailed plan for processing by End Destination Recycler. Processing includes, but is not limited to, intake, sorting, logging of materials, disassembly, data destruction, shredding/crushing and recycling.
 - 2. Bidders shall submit a Site Emergency Action & Evacuation Plan with their bid for the collection site that they propose to operate.
 - a. The Emergency Action & Evacuation Plan shall comply with all applicable sections of 29 CFR 1910 OSHA or HIOSH General Industry regulations.
- 2.11 Transportation: The Contractor shall ensure that its ground transport hauling company is in compliance with all Hawai'i State Department of Transportation and Public Utilities Commission requirements as applicable. The Contractor shall make all arrangements for ground transportation and shipping of all items collected for recycling. The cost of these services must be included in the Bid Price. All loaded containers shall be securely locked to avoid tampering.
- 2.12 Weighing of Electronics Recyclables Before Shipment: Prior to shipment, all shipping containers must be weighed on a State of Hawai'i certified scale that is located within the County of Hawai'i by a State of Hawai'i licensed measuremaster. The Contractor will not be able to use the County's landfill scale. For a listing of certified scales in Hawai'i please contact the State of Hawai'i, Department of Agriculture, Quality Assurance Division, Measurement Standards Branch. The Contractor will assure that the container seal number is recorded on the weight ticket by the measuremaster. The weight tickets shall be provided with the invoice (see Section 3.00 Invoicing Procedures). The Contractor will be responsible for any fees associated with weighing of the collected electronics on certified scales.
- 2.13 Shipping & Inspections: The Contractor will be responsible for the coordination of any/all agriculture inspections and any/all fees associated with the inspections. The Contractor shall ship the electronics to an End Destination Recycler. In order to receive payment, the contractor shall provide a copy of the Bill of Lading/Shipping Document; including the weight of each load, and the transporter's signature (see Section 3.00 Invoicing Procedures). Contractor must notify the Solid Waste Division Chief or his designee if electronic recyclables are to be stored for more than thirty (30) days after collection and must identify the volume and location of the stored electronics. Such notification must include the

Contractor's plan and timeline to process the stored materials. Any storage beyond sixty (60) days after collection must be approved by the County in writing.

- 2.14 End Destination Recycler Requirements: The Contractor shall designate an End Destination Recycler that will accept the electronics for recycling in their bid. The End Destination Recycler shall be a Certified Electronics Recycler accredited in either R2 or e-Steward ® practices. Applicable state environmental permit (or equivalent) certificates shall be submitted with the bid. The End Destination Recycler shall be responsible for the deconstruction of all electronics into component parts or reusable material, and shall provide a Certificate of Final Disposition which shall indicate the quantity and net weight of all items accepted by the facility and shall certify that materials were received and processed. It shall also indicate the end markets for recyclables and disposal of any component parts that are not recycled. The End Destination Recycler shall not export unprocessed electronics to Countries that prohibit the import of these items. The End Destination Recycler chosen by the Contractor must utilize the best management practices for the sanitation or destruction of storage media and the recycling and deconstruction of the collected electronic recyclables. ANY CHANGES TO THE END DESTINATION RECYCLER MUST BE APPROVED BY THE SOLID WASTE DIVISION CHIEF OR HIS DESIGNEE PRIOR TO ANY CHANGE.
- 2.15 Subcontractors: If a bidder intends to utilize subcontractors from the start of the contract period they shall include with their bid, a list of sub-contractors to be used along with a copy of the sub-contractor's applicable permits (if any). The list should include the sub-contractor's business name, owner or manager's name, address, phone number and email address. Any changes to the list of subcontractors must be reported to the County within one week.
- 2.16 Spills or Releases: The Contractor will be responsible for any spillage or release of hazardous waste occurring by way of the packing/ repacking, handling, storage and transporting of the electronics and it shall be cleaned up by the Contractor in accordance with all Federal laws and regulations. Contractor shall be responsible for any such clean up regardless of the size and quantity of such spillage. Contractor shall provide the personnel and safety equipment necessary and appropriate to respond and clean up any spillage. Contractor shall be responsible for complying with any and all local, state and federal reporting requirements should any spillage be reported to a government entity. Additionally, Contractor, and not the County, shall be responsible for any measures or actions required to comply with such reporting requirements.

- 2.17 Estimated Quantities: There is no historical recycling tonnage available for the proposed private collection site in Kona, it is estimated that approximately 50 ton may be collected at the West Hawai'i private collection site. There is no historical recycling tonnage available for the proposed West Hawai'i Business Electronics Collection at the West Hawai'i Materials Recovery Facility. No minimum or maximum quantities of electronics will be guaranteed by the County. Bidders understand and agree that this is a price term agreement and that any quantity, including NONE, may be authorized by the County under this agreement.

3.00 Invoicing Procedures

A monthly invoice is to be provided to the County by the Contractor. Recycling documentation must be submitted within forty-five (45) days of the shipments leaving the island or being recycled in-state. A complete and correct invoice is required in order for the Contractor to receive payment and maintain contract compliance. Incorrect or incomplete invoices may delay payment. Payment will be based on reimbursement of program expenditures documented by the Contractor. If the awarded bid cost is a zero cost bid or sale offer, a monthly report providing the same information as the invoice is required, except as noted below in Section 3.03. The invoice shall include, but is not limited to the following:

- 3.01 Invoices, or monthly reports in the case of a no cost bid or sales offer award, should be mailed or delivered to the Solid Waste Division, 345 Kekūanāo'a St, Suite 41, Hilo, HI 96720; or at such other location as may be required. NO PAYMENT WILL BE MADE WITHOUT PROPER DOCUMENTATION AS REQUIRED BY THE INVOICING PROCEDURES.
- 3.02 For sale offers (Contractor pays County), Contractor shall include with their monthly report a check made payable to the "Director of Finance" for the amount owed to the County. Failure to make payment when due is a material breach of contract which is cause for termination pursuant to Section 6.11 of the General Terms & Conditions.
- 3.03 Invoices shall include detailed monthly expenditure report listing all direct expenditures for the contracted service during the monthly period covered by the invoice. Documentation (including but not limited to copies of original payroll spreadsheets or paystubs, signed timecards) for all program labor expenditures must be submitted with invoice or expenditure will be disallowed for reimbursement. Other documentation for expenditures may include, but not be

limited to: invoice for shipment, transportation to and from ports, employee transportation to West Hawai'i Business Electronics Collections and private collection site rental (Saturday only portion). Food, drink or gratuities are **not** covered by reimbursement. For zero cost bids or sales offers detailed monthly expenditure reports are **not** required.

- a. For private site employees with non-electronics recycling duties in addition to electronics recycling operations their timesheets and payroll should reflect the actual time allocated to electronics recycling operations. Only actual time allocated to electronics recycling operations will be eligible for reimbursement claims.
- 3.04 Weight ticket for shipping container provided by a licensed measuremaster located within the County of Hawai'i. The measuremaster must record the seal number of each container on the weight ticket.
- 3.05 Bill of Lading verifying transport to the End Destination Recycler.
- 3.06 Certificate of Final Disposition from the End Destination Recycler reporting the weight of the items accepted, respective shipping container identification number, and container seal number. This certificate shall establish proof of weight for electronics that were accepted for recycling. The certificate shall either:
- a. Show the gross weight of the accepted electronics less the tare weight of the pallets, boxes, and packing materials to get to the net weight of the electronic recyclables; or
 - b. Include a certification by the End Destination Recycler that the weight listed is net of any pallets, boxes, and packing materials. The certificate shall also certify the receipt and processing of the electronics, and indicating the end-markets for recyclables and disposal of any component parts that were not recycled.
- 3.07 The Certificate of Final Disposition from the End Destination Recycler shall also certify that all data storage media has been cleaned of all data or destroyed in a manner generally acceptable in the electronics industry, and that no data from the source of the electronics equipment can be restored or accessed as part of:
- a. Any reuses of any electronic items

- b. Any recycling of electronic items or their component parts
 - c. Any disposal of any electronic items or their component parts that is not reused or recycled.
- 3.08 A listing of any revenue or payment-in-kind received for electronics recycled under this contract. This list shall include the total amount and method of payment (i.e. flat rate per container, by weight, etc.). Confidential information shall be separated from the remainder of the invoice and each page marked "Confidential". Review of information by others shall be in accordance with HAR §3-122-58(b)(c)(d).
- 3.09 The Contractor shall provide by way of a hard copy and electronically an evaluation of the Contractor's successes and recommendations for improvement.
- 3.10 Data on CEDs and/ or CTV's collected to include by way of hard copy and electronically via spreadsheet file: type, number and brand of CEDs (CPUs, monitors, laptops, and printers), brand & number of CTV's collected and total pounds of CEDs and/or CTV's collected. Contractor is responsible to assure confirmation of receipt by County.
- 3.11 The County reserves the right to use any or all of the information supplied in the reports to further report as required to any County, State or Federal Agency. If future County, State or Federal reporting requirements are revised the County reserves the right to require any additional reporting from the Contractor to comply with such reporting requirements.

4.00 Authorized Representatives

At least 48 hours prior to the commencement of any work, the Contractor shall submit to the County the names, addresses and telephone numbers of at least two (2) authorized representatives who may be contacted at all times with respect to the contract.

5.00 Services of the County

The County shall, without cost to the Contractor, through the Department of Environmental Management and other appropriate Departments provide the following:

- 5.01 Cooperate fully with the Contractor.
- 5.02 Assist in providing necessary public information and other support necessary to enable the Contractor to perform the terms of their contract.
- 5.03 The County shall be under no obligation to guarantee the quantity of electronic recyclables collected.
- 5.04 The County will not be responsible for the security or safety of the Contractor's inventory of materials, supplies, equipment, facilities or personnel.

6.00 Site Visits by County

The County reserves the right to visit the Contractor's and Sub-Contractor's facilities at any time during normal business hours for the duration of the contract to ensure compliance with contract provisions. The County also reserves the rights to review and/or request copies of all permits, licenses, insurance policies and other governmental approvals prior to and during the duration of the contract.

7.00 Demeanor & Appearance

- 7.01 The Contractor and his employees shall be expected to be courteous and polite in all dealings with the public. Confrontations should be avoided and all responses to questions and comments should be polite and non-abusive.
- 7.02 Contractor shall wear appropriate clothing for the service provided. If possible same colored shirts/uniforms preferred for Contractor employees at a private collection site.
- 7.03 Contractor should provide unloading assistance to the disabled or elderly when requested.

8.00 Complaints

The Contractor shall:

- 8.01 Provide a written response to complaints filed with the County and/or State within three (3) business days of notification by the County or State respectively. If applicable, remedies or appropriate measures to be undertaken by the Contractor with the prior approval of the County.

- 8.02 All correspondences, including warning letters or notices of violations, with respect to electronics collections/recycling, from the State DOH shall be forwarded to the County within three (3) days of receipt. Contractor responses to any correspondence shall be sent to the County within three (3) days of sending to the State DOH.

9.00 Compensation

- 9.01 Payment will be made as soon as practical in the normal course of business upon proper invoicing and satisfactory documentation of amounts of material processed as specified in Invoicing Procedures. Invoices should be mailed or delivered to the Solid Waste Division, 345 Kekūanāo'a St., Suite 41, Hilo, Hawai'i 96720, or at such other location as may be required. NO PAYMENT OF ANY KIND WILL BE MADE WITHOUT PROPER DOCUMENTATION AS REQUIRED BY THE INVOICING PROCEDURES.
- 9.02 The County shall at all times have the right to determine that material is in fact being removed from the designated site and delivered to the appropriate recycling and reuse facilities. Any breach of the above stipulation will call for immediate cancellation of the contract.

10.00 Liaison with the County

The Contractor shall maintain close liaison with the County. The Contractor shall cooperate with and assist the County whenever possible. The Contractor shall however, in no event be deemed an agent or partner of the County; and shall not represent itself to the public as such while performing its duties.

11.00 Qualification of Bidders

All bidders shall have a minimum of two (2) years of experience in accepting, packing, transporting and recycling electronics. All bidders must include a resume of their applicable experience with their bids. Bidders shall provide, with their bid, a list of all equipment and other resources currently in their possession, with which they intend to carry out the terms of the proposed contract. Bids which fail to provide such a list, or which obviously do not show evidence of proper equipment may be rejected.

12.00 Contractor Status

The Contractor shall immediately advise the County of any change in the Contractor's and/or Sub-Contractor's regulatory compliance status, and of any notice of violation, citation, administrative order, court order, judgment or other

regulatory or enforcement action initiated against the Contractor and/or Sub-Contractor by any governmental agency or entity. The Contractor and all Sub-Contractors shall fully cooperate with the County in its investigation of any permitting, approval or compliance matters.

13.00 Contract Duration, Option Years and Additional Renewal

Contract will be for a four (4) month period beginning upon the issuance of the Notice to Proceed with work scheduled to begin approximately September 1, 2015 and end on December 31, 2015. Contract may be renewed for up to three (3) additional periods of up to one (1) year each. Decision to renew is at the sole option of the County. If the Contractor desires not to renew the contract for any option periods, Contractor shall provide notice to the County a minimum of ninety (90) days prior to the contract expiration to allow for rebidding if necessary.

14.00 Funding

Funding has been provided by the State DOH to the County from the Electronic Device Recycling Fund to fund this Program. The County does not expect to continue to receive funding from the State of Hawai'i indefinitely and this solicitation is predicated on the availability and appropriation of these funds or County General Funds. However, future funding from the State and County is uncertain and subject to approval by the State DOH or the County. The County reserves the right to suspend or cancel all or any part or any remainder of the contract, including contract amendments, due to insufficient funding.

15.00 Additional Work

If there is sufficient funding available the County, at its own discretion, may request additional days of service to be provided by the Contractor operating the Hilo and/or Kona private sites based on the unit pricing submitted in the Contractor's bid. If agreed to by the Contractor these additional days of service will be regularly scheduled and subject to the same terms and conditions as the minimum schedule outlined in the bid Specifications. Evaluations will not be based on additional service days requested.

16.00 Public Assistance

Contractor and its employees shall be expected to be helpful in situations likely to occur, such as requests for directions or information of a general nature. Contractor will not be expected to enforce laws as related to use of landfill, transfer stations and/or recycling facilities but will be expected to assist County efforts in

this area, such as reporting flagrant violations to appropriate persons and testifying in court as to violations.

17.00 Insurance

At the execution of the Contract, the Contractor and its Subcontractors shall furnish evidence of insurance coverage for the duration of the contract by submitting and filing with the County a liability policy, including the minimum following coverage of automotive liability, general liability, pollution liability and, in the event he employs others, worker compensation insurance. Liability limits shall not be less than \$300,000.00 per person and \$500,000.00 per occurrence for automotive liability; \$300,000.00 for general liability per occurrence; not less than \$100,000.00 for damage to property per occurrence; and \$2,000,000.00 for pollution liability insurance. The County shall be named as additional insured on all liability policies, and certificates to that effect must be provided to the County prior to beginning work under this contract and Contractor shall not reduce coverage, terminate, or otherwise alter the insurance without 30 days prior written notice to and written approval of the County. Contractor should send a copy of the insurance policy to the County after receiving same from insurance company. The Contractor shall also maintain workers compensation insurance as required by the state and subrogation so that the County cannot be held liable for any injuries to any workers for any reason. INSURANCE REQUIREMENTS MUST BE MET PRIOR TO BEGINNING WORK. FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION FROM FUTURE BIDDING AND AWARD TO NEXT LOWEST BIDDER.

SPECIAL PROVISIONS

1. All bids shall be made through the Public Purchase website and the signature page shall be signed by the bidder with his business address and telephone number. All pages of the proposal, specifications and these special provisions, including any referenced exhibits should be returned with the bid proposal.
2. All work (if any) will be performed in a first class competent manner according to industry standards. The County of Hawai'i shall be the sole judge of quality of work and in any dispute between Contractor and County; the decision of the Director of Finance shall be final.
3. No bidder may withdraw his bid after the hour set for opening thereof or before award by purchase order unless said award is delayed for a period exceeding 30 days, or unless an item is affected by a manufacturer or distributor's general price increase.
4. Bid price quotation shall include all applicable taxes required to provide the service desired at each facility. All applicable taxes shall be included, including general excise taxes and use taxes, and exclude Federal Excise Taxes if any, unless otherwise specified in the specifications. The County of Hawai'i is exempt from the City and County of Honolulu's 0.5% General Excise Tax Surcharge.
5. The County of Hawai'i reserves the right to reject any and all bids and to accept the bids in whole or in part as best suited in the interest of the County, giving due consideration to price, quality of product, and proven dependability and ability of each bidder with respect to ability to serve the County.
6. No bid bonds or performance bonds will be required for this invitation to bid and any subsequent contract awards.
7. The Director of Finance reserves the right to waive and/or accept any minor deviations from the specifications if, in his/her opinion, such waiver will be in the best interest of the County and that such waiver shall not affect in any way the standards of performance, operations, capacities or quality of items offered.
8. All bids must be submitted through the Public Purchase website. All bids will be encrypted until the hour of bid opening. The County of Hawai'i will not be

responsible in any way for errors in transmission or failure to receive the bid by the deadline due to vendor error.

9. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications", and shall be attached to the bid at the front. HOWEVER, ALL BIDDERS ARE CAUTIONED THAT ANY EXCEPTIONS TO ANY SPECIFICATION, SPECIAL PROVISION, GENERAL CONDITION OR THE PROPOSAL ITSELF WILL IN ALL LIKELIHOOD RESULT IN THE BID BEING REJECTED IN ACCORDANCE WITH 3-122-33, HAR, AND 3-122-97, HAR. The only acceptable exceptions are those which are, solely in the opinion of the County, totally inconsequential to the performance, characteristics, quality or utility of the requested item, or are of the nature of correcting typographical errors in bid documents or allowing exception when a specification clearly cannot be met by any bidder or is in conflict with another specification. Bidders wishing to take any other exception or requesting a clarification or interpretation regarding any part of the bid document must submit their request in writing on or before the deadline date provided in the Notice to Bidders and receive clarification or authorization for such change or have an addendum applicable to all bidders issued.
10. Bids should be submitted with all pages of the proposal, specifications and special provisions and conditions complete. The County reserves the right to seek additional information or clarification after the bid opening, but may reject any bid without comment or explanation if it does not contain enough information to determine EXACTLY what is being offered.
11. Out-of-state bids which fail to list a State of Hawai'i Excise Tax Number will be increased to reflect the amount of State of Hawai'i General Excise Tax they would be liable or should be doing business within the State. The lowest responsible bidder, taking into consideration the above increases and all other factors, shall be awarded the amount of the bid offered and shall not include the amount of increase for imputed taxes.
12. Prior to making the monthly payments to the vendor, County has the right to ask vendor to pay any past due County landfill disposal fees. The County will offset any past due landfill disposal fees owed by the vendor against the monthly payment amount, with any residual amount available paid to the vendor.

13. Payment may be withheld until work has been performed to the satisfaction of the using agency.
14. Any protest regarding procurement law or procedure shall strictly follow the procedure described in Chapter 126, Hawai'i Administrative Rules, Department of Accounting and General Services, Subtitle 11, Procurement Policy Board. All protests must be filed in writing to Ms. Deanna S. Sako, Chief Procurement Officer, County of Hawai'i. It shall be the responsibility of any protester to review all public documents relating to this IFB or RFP and his or any other vendor's contract award within five (5) working days after the aggrieved person knows or should have known of the facts giving rise to the protest, became available for public inspection and file all protests within that period. Any protest regarding the content of this solicitation must be properly filed prior to the date set for the receipt of offers. While the County may make efforts to notify all participants of awards, failure to receive such notification shall not relieve any aggrieved bidder of their responsibility of reviewing public records on a timely basis, and filing their protest within five (5) working days of the date posting of the award of the contract.

No other action or proceeding involving this contract shall be commenced by either party except in the Circuit or District Courts of the Third Court, County of Hawai'i, and State of Hawai'i; not shall any action commenced in such court be removed or transferred to any other State or Federal Court.

15. This bid may be extended for up to 180 days, at the County's option, should additional time be required to complete new bids.
16. GENERAL CONDITIONS, CONTRACT AND BOND FORMS
The "General Terms and Conditions for Goods and Services", including exhibits of appropriate contract and bond documents, dated July 1, 1994, shall be a part of any contract entered into as a result of this proposal. All bidders are responsible to be familiar with these general terms and conditions, a copy of which is on file at the Purchasing Division and will be made available to any interested person upon request at no charge. Where any conflict might appear, these Special Provisions shall have precedence over the General Terms and Conditions and the Specifications of this bid shall have precedence over either.
17. Any contract entered into as a result of this bid proposal shall be signed by a person authorized to sign and be duly notarized. Additionally, if the Contractor is a partnership or corporation, a copy of the appropriate partnership or corporation

resolution authorizing that individual to enter into contracts on behalf of the partnership or corporation shall be provided by the contractor with its executed contract.

18. Liquidated Damages: Any time that services are not performed as agreed or equipment and/or services offered by the successful bidder is not available as needed; the County shall have the right to go to the other bidders or hire any other responsible contractor to perform the necessary services per the contract. Cost of such services will be billed to the original contractor. The entire job for the month must be properly completed in order for the contractor to properly invoice the County and be paid for it. The County shall also have the right, solely at its option and discretion, to deduct the pro-rated amount for any services not completed as specified.
19. The Director of Finance may, at any time, require a bidder to demonstrate that it has adequate equipment, facilities, and personnel to perform the work required by the agreement. The Director shall be the sole judge of the qualifications of any bidder and his decision shall be final.

The Director is authorized to investigate the financial status, experience, equipment, and records of each bidder. The Director is further authorized to require any other appropriate evidence and information from any bidder that relates to its ability to perform its obligations under the agreement.

Bidders which are unable to demonstrate that they have had tangible experience in electronics recycling services and/or availability of vehicles and/or other equipment to carry out the services promised are very likely to have their bids rejected.

20. It is understood and agreed that any services to be provided in accordance with the terms of this contract may be terminated immediately, in whole or in part, upon a finding by the County that the services must be provided by public employees pursuant to Civil Service Laws or that such services will be discontinued. It is further understood that should such a finding be made, the County will not be liable under this contract for any resulting damages, and such a termination will not be considered a breach of this agreement.
21. RESPONSIBILITY OF OFFERORS:

Offeror is advised that if awarded a contract this solicitation, for any single item exceeding \$2,500.00, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation'
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following
 - i. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawai'i business"); or
 - ii. Be registered to do business in the State. (Hereinafter referred to as a "compliant non-Hawai'i business").

Refer to the Method of Award provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

22. METHOD OF AWARD

The County will make one award to one contractor for Items 1, 2 & 3, and award Items 4, 5 & 6 individually. Bidders are required submit pricing for all 1, 2 & 3 to be considered for their award. The award, if any, will be to the highest sale offer or, if no sale offer is received, the lowest responsive and responsible bidder for each item.

Reference Responsibility of Offerors in §3-122-112, HAR. Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Prior to completion of contracts the following requirements must be met.

Certificate of Vendor Compliance

Proof of a vendor's compliance shall be mandatory for all awards \$2,500 or greater in accordance with the requirements of Hawai'i Revised Statutes 103D-310(c). Acceptable proof shall be provided to the County prior to award and for final payment through Hawai'i Compliance Express (HCE).

Hawai'i Compliance Express provides a vendor's proof of compliance for the following:

1. Certificate of Good Standing from the Department of Commerce and Consumer Affairs (DCCA)
2. Tax clearances (federal and state) from the Internal Revenue Service (IRS) and the Department of Taxation (DOTAX)
3. HRS Chapters 383 Hawai'i Employment Security Law, 386 Worker's Compensation law, 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act from the Department of Labor and Industrial Relations (DLIR)

Vendors can register with Hawaii Compliance Express at <http://vendors.ehawaii.gov>, which charges a nominal subscription fee and takes approximately two weeks to establish an account.

If a vendor is unable to obtain their "compliant" Hawai'i Compliance Express certificate within a reasonable amount of time, and there is an urgent need for the requested good or service, the County, upon written notification to the vendor, may proceed to the next lowest priced responsive and responsible vendor.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old must accompany the invoice for final payment on the contract.

23. **NON-DISCRIMINATION IN COUNTY CONTRACTS:** Pursuant to Executive Order No. 142, County of Hawai'i, dated February 11, 2005: During the performance of this contract, the contractor agrees as follows:
 - a. The contractor shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in federally assisted programs.
 - b. The contractor shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veterans' status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The contractor shall assure that applicants are employed and that employees are treated during employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but

- not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- c. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
 - d. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the contractor may be declared ineligible for further County contracts until such time that the contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
 - e. The contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section (d) above.
 - f. The County may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

24. Non-Debarment Requirements

The contractor shall certify that they were not debarred by the State of Hawai'i or the United States Federal government at the time of bidding. And will further certify that the company/individual shall immediately notify the County of Hawai'i should their debarment status change anytime during the agreement period. All bidders should complete the Non-Debarment Certificate of Compliance included herein.

25. Campaign Contributions by State and County Contractors Prohibited

If awarded a contract in response to this solicitation, Offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

26. Hold Harmless

The Contractor shall reimburse, save, defend and hold harmless the County of Hawai'i, and all of its officers, agents, employees, guests or business visitors from and against all costs, expenses, damages and attorney's fees resulting from any and all claims, demands, suits, actions, or proceedings for property damage or personal injury, including death, arising out of, resulting from, or in connection with any contract entered into as a result of the Invitation for Bids, irrespective or notwithstanding that the negligence of the County, its officers, agents, or employees are alleged to have caused or contributed to such property damage or personal injury.

The County is not in any way responsible for Contractor's compliance or non-compliance with any County, State or Federal laws, rules, regulations or permitting requirements or conditions for operation of Contractor's recycling facility or related activities. The Contractor shall reimburse, save, defend and hold harmless the County of Hawai'i, and all of its officers, agents, employees, guests or business visitors from and against all costs, expenses, damages, fines, penalties, obligations and attorney's fees resulting from any notices of violations, citations, claims, demands, suits, actions, or proceedings for alleged or actual violations of any and all County, State, Federal or other laws, rules, regulations, permit requirements or other regulatory issues connected with or arising out of Contractor's recycling facilities or operations in any way related to this contract.