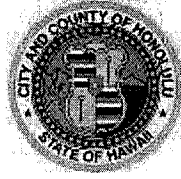


SOLICITATION DOCUMENT NO. RFB-ENV-1658404



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Furnish and Deliver Cationic Emulsion Polymer

Request Agency: Department of Environmental Services, City & County of Honolulu, Hawaii.

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 2:00 P.M. HST

Close Date: September 14, 2022

Location: Division of Purchasing,
Department of Budget and Fiscal Services
530 South King Street, Room 115, City Hall
Honolulu, Hawaii 96813

Unless otherwise stated in the solicitation, competitive sealed bids shall be read aloud at the public bid opening held shortly thereafter the deadline for offers, as amended.

Questions relating to this solicitation shall be emailed to Jack Wu at bfspurchasing@honolulu.gov.

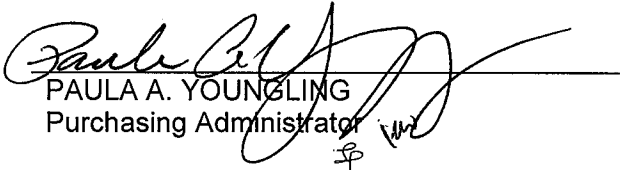

PAULA A. YOUNGLING
Purchasing Administrator

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NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawaii Standard Time ("HST").

Deadline to Submit Request for Biosolid Sample	August 18, 2022
Sample Pick-Up Date	August 24, 2022 (10:00 a.m. - 11:00 a.m.)
Deadline to Request for Clarification/Substitution	August 31, 2022
Last Day to Issue Addenda	September 7, 2022
DEADLINE FOR OFFERS	September 14, 2022 2:00 P.M. HST

NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

I. General Instructions to Offerors for the City and County of Honolulu dated 02/09/2017.

- A. The General Instructions to Offerors for the City and County of Honolulu dated 02/09/2017 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Instructions." Copies may be obtained online at www.honolulu.gov/pur ; click on the link titled: "Instructions, Terms & Conditions".
- B. Delete Section 2.19 Solicitation Addenda (b)(2), in its entirety.
- C. Delete Section 6.9 Cost Analysis Data, in its entirety and replace with the following:

"6.9 Cost Analysis Data

The City reserves the right to request cost data to conduct a cost analysis. Pursuant to HRS 103D-312 and HAR 3-122 Subchapter 15, this cost data will be used to determine if the offer is fair and reasonable. Information provided by the Offeror may remain confidential and proprietary in accordance with HRS §92F 13(3)."

II. Sample of Contract.

A sample of the City & County of Honolulu's contract form is included as Notice to Offerors - Exhibit 1 of this section. Any questions regarding the City's contract form shall be submitted prior to the solicitation's deadline to submit Request for Clarifications/Substitutions.

III. Method of Award.

Award shall be based on the responsive and responsible Offeror with the lowest Total Sum Weighted Price, as calculated, in Appendix C: Pricing/Certifications. The award is subject to the availability of funding and the specified requirements as described in Section VIII, Confirmation of Maximum Polymer Usage below.

Failure to meet any of the specified requirements herein shall be sufficient grounds to reject the offer submitted. Should this event occur, the next lowest Total Sum Weighted Price shall be considered for award.

IV. HCE Compliance.

To be considered for award, the Offeror must comply with applicable laws including Federal and Hawaii State tax, labor, and business registration requirements. To ensure compliance, the City recommends that the Offeror register with the State of Hawaii Compliance Express System (<http://vendors.ehawaii.gov>).

V. Safety and Health Requirements.

The Offeror shall be knowledgeable of, and adhere to, all applicable Federal, State, and City rules/regulations and Occupational Safety and Health ("OSHA") safety standards while executing any action regarding the solicitation.

VI. Sample Testing to Determine Maximum Polymer Usage.

Offerors will be allowed to perform tests of their selected polymer with the City's biosolid samples in order to determine the Maximum Polymer Usage figure required in Appendix C: Pricing/Certifications, Weighted Price Table.

The Offeror shall be responsible for all costs and liabilities related to the biosolid sample testing process which includes, but is not limited to, the selection of polymers used, labor, and all incidental work. The City reserves the right to cancel, without prior notice and at any time, any scheduled sampling event.

A. Sample Request(s).

1. In order to obtain biosolid samples, all Offerors shall be required to submit a request to the Purchasing Division at bfspurchasing@honolulu.gov before the Deadline to Submit Request for Biosolid Sample as indicated in the Notice to Offerors – Schedule of Events.

The submitted request shall provide the following information:

- The Offeror's name and/or firm,
 - Requested quantities of biosolid samples in gallon(s),
 - Offeror's Contact Phone Number(s) and email,
 - Name and contact of the individual designated to pick-up and handle the biosolid samples on the Sample Pick-up date, and
 - A signed copy of the Agreement to Indemnify and Hold Harmless form, included as Exhibit 2 of this section.
2. Offerors who fail to submit a request by the date specified in the Notice to Offerors - Schedule of Events shall be denied biosolid samples.
 3. Offerors shall supply their own container(s) that are appropriately designed to hold the biosolid samples. Offerors who fail to supply their own container(s) for the requested quantities of biosolid samples shall be denied receipt of biosolid samples.

B. Sample Pick-Up Date and Location.

The City will only provide biosolid samples at the designated time specified in the Notice to Offerors – Schedule of Events at the following address:

Honouliuli Wastewater Treatment Plant
91-1000 Geiger Road
Ewa Beach, Hawaii 96706

C. Collection Time.

The City will make every effort to provide comparable biosolid samples following the process below:

1. The biosolid samples will be collected in one (1) batch from the Honouliuli Wastewater Treatment Plant.
2. This batch will be available for the one hour specified in the Notice to Offerors – Schedule of Events.
3. The City reserves the right to end the distribution prior to the one hour window once all authorized requests are fulfilled.
4. Handling and transportation of the received biosolids to the Offeror's test site shall be the responsibility of the Offeror.

VII. Biosolid Sampling and Testing Liability and Indemnification.

By initiating a request for biosolid samples, the Offeror shall bear all risks involved, and all expenses incurred for, and related to, its sample testing. The Offeror shall defend, indemnify and hold harmless the City, its departments, and all of their officers, employees or agents, from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefor including reasonable attorney fees and cost of defense, caused by error, omissions or negligence arising from, and related to, sample pick-up, transportation of biosolids to the Offeror's test site, and all sample testing during the solicitation period. The City forewarns that sewage sludge contents are hazardous and may contain, but not be limited to, pathogen and bioaerosol risks.

VIII. Confirmation of Maximum Polymer Usage.

Prior to award, the apparent low Offeror may be required to confirm the Maximum Polymer Usage submitted in its offer in Appendix C: Pricing/Certifications, Weighted Price Table.

A. Request for documentation.

Upon the City's request, the apparent low Offeror shall provide the following documentation of polymer test data:

1. Manufacturer's Safety Data Sheet(s) ("MSDS"),
2. Certificate of Analysis specifying the minimum and maximum active polymer content (percent) by a qualified, authorized signatory who conducted the analysis,
3. Polymer technical data sheet(s),
4. Estimate of polymer usage in terms of wet pounds of active polymer per dewatered dry tons of biosolid processed.

Failure to provide the documentation no later than seven (7) calendar days from the City's requested date shall be sufficient grounds to reject the offer submitted.

B. Discretionary Test Procedures.

1. Upon the City's request, the apparent low Offeror will be contacted to schedule a centrifuge testing at the Honouliuli Wastewater Treatment Plant with the offered

polymer product. The apparent low Offeror shall ensure sufficient quantities of the offered polymer product are readily available for up to two (2) test sessions, at no additional cost to the City.

- a. Each full, uninterrupted, test session will run for an estimated two-consecutive-hour duration.
 - b. A test session will use one (1) centrifuge.
 - c. Unless mutually agreed upon by the City and the apparent low Offeror, there shall be only one (1) test per day.
 - d. All resulting products of the test session(s) shall be the property of the City.
2. Unless specified otherwise and by mutual agreement by the apparent low Offeror and the City, the following test procedures shall be conducted:

a. Set-up.

The apparent low Offeror shall provide the following on the scheduled test day:

- 1) A sufficient quantity of the offered polymer product shall be available no later than the time specified by the City. The estimated dry biosolid tonnage to be processed will be a minimum of one (1) ton per test session.
- 2) At least one (1) authorized representative of the apparent low Offeror's product shall be available for set-up and/or City optimization questions. The apparent low Offeror shall remove all neat polymer containers and/or any unused polymer prior to the commencement of the test.

b. Adjustments.

- 1) All adjustments will be made prior to the start of the test.
- 2) All adjustments, equipment, and polymer settings will be made by the City. All polymer-related settings made to the centrifuge shall be recorded.
- 3) The City may ask and consider all advice made by the authorized representative regarding the optimization of the centrifuge for the offered product.
- 4) Any configuration made to optimize the centrifuge shall be within safe and maintainable parameters for normal daily wastewater operations.
- 5) No adjustments to the centrifuge will be allowed within fifteen (15) minutes prior to the start, and for the entire duration, of the test session.

c. Sample Collection.

- 1) The City personnel will handle and analyze all the samples collected.

2) The test session will run for an estimated two (2) hours. The City will discretely collect and record sample data at 30-minute intervals after the start of the test. The sample data to be collected are:

- biosolids
- biosolid cake
- centrate

3) At the end of the two-hour test, there would be four (4) sets of sample data.

d. Calculation.

Calculations will consist of the following:

- 1) The average of the four (4) sets of sample data shall be calculated and used in the evaluation.
- 2) Polymer usage shall be computed by measuring the polymer feed pumping rate over the duration of the performance test.
- 3) The apparent low Offeror shall verify all information recorded, to include, but not be limited to, the weight of active polymer by the weight indicated on the polymer batch summary sheet.

e. Biosolid Measurement.

- 1) All biosolids produced during the test will be collected in an empty truck to ensure accurate measurement of biosolids produced.
- 2) All dewatered dry tons of biosolids for the test shall be computed based on the weighing of the dewatered (wet) biosolids cake at a City authorized vehicle weigh station.
- 3) The vehicle weigh-station readings shall be the official means of determining the biosolid-cake tonnage.

Testing time and/or date may be postponed in the event that the weigh-station scale is inoperable.

f. Test data confirmation.

The City shall compare recorded test data and calculations with the following criteria below. Target values for meeting the requirements of the test session(s) shall be:

1) Performance Criteria:

- a) Biosolid Cake, Total Solids (minimum average) >24%
- b) Centrate, Suspended Solids (average of all samples) <300 mg/L

- c) Polymer Usage: The active polymer in pounds per dewatered dry ton of biosolid shall be no greater than what the apparent low Offeror offered in Appendix C, Weighted Price Table, Maximum Polymer Usage.

2) Operating Parameters:

- a) Biosolids Feed, gpm (approximate range): 100 – 125 gpm
- b) Biosolids Feed Percent, Total Solids (approximate range): 1.1% - 3.3%

g. Clean-up.

The apparent low Offeror shall remove all of their equipment used and/or offered for testing. All unused polymer shall be removed by the apparent low Offeror, unless otherwise specified by the City.

h. Test Termination/Suspension.

Test termination/suspension shall include, but not be limited to, the following:

- 1) In the event the City determines that normal wastewater treatment plant operations cannot be safely maintained and the continuation of the test session would be detrimental to wastewater operations, the test session shall be terminated.
- 2) If the City has sufficient cause to believe that the dewatered biosolids cake being produced contains free liquid, the test session shall be terminated. The presence of free liquid shall be determined in accordance with Method 9095B (Paint Filter Liquids Test) as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA Pub. No. SW-846).
- 3) In the event of a process upset, equipment failure or operator absence, the test will be suspended until such time as the situation is corrected and the plant has returned to a stable state. If sufficient quantities of polymer are not available to commence a full-test session, the test will be terminated. Test data collected for the day of suspension will be discarded.

The City will make the determination whether test termination results in a rejection of the offer or if test rescheduling is required. If test scheduling is permitted, unless otherwise specified by the City, the terminated test will count toward the two (2) test session quantities specified in Notice to Offerors: Instructions to Offerors, Section V(B)(1).

If the apparent low Offeror refuses to participate, in and/or with any part of, the centrifuge test session(s), the submitted offer shall be rejected. All City decision(s) on centrifuge-test results shall be final.

IX. Scientific Format.

The following parameters will be applicable to this solicitation.

- A. Measurements of all raw data will be carried out to four (4) decimal places and entered into the test data sheets as is. All final numerical results will be carried out to the first (1st) decimal (“tenths”) place and entered as is.

Below are examples depicting the application of scientific formatting:

Raw Data

1.302553 shall be rounded to: 1.3026
1.302543 shall be rounded to: 1.3025
1.302523 would be rounded to: 1.3025

Final Test Result

1.15 shall be rounded to: 1.2
1.14 shall be rounded to: 1.1
1.26 would be rounded to: 1.3
1.27 would be rounded to: 1.3
1.03 would be rounded to: 1.0

- B. In the event of any mistake in the calculation, the City reserves the right to request all of the raw numerical data used for the calculation of the final result. Raw numerical data shall be defined as unrounded numerical values used as input into the calculation that produced the final numerical result.

The City reserves the right to correct all numerical results that do not adhere to the above format.

NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT

CONTRACT NO. MA-ENV-XXXXXXX

SOLICITATION NO. RFB-ENV-1658404

THIS AGREEMENT, made and entered into on _____, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation existing under and by virtue of the laws of the State of Hawai'i, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, hereinafter called the "CITY," and [CONTRACTOR'S LEGAL NAME] whose principal place of business is [CONTRACTOR'S ADDRESS], hereinafter referred to as the "CONTRACTOR."

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to [Project Description] and

WHEREAS, a solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes (HRS) and the related Hawaii Administrative Rules (HAR). The CONTRACTOR has been identified as the lowest responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the invitation; and

WHEREAS, the CONTRACTOR is willing and able to provide the services set forth in this Agreement;

NOW, THEREFORE, the City and the CONTRACTOR, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. This Contract and the following documents, appendices and exhibits collectively form the "Agreement" or "Contract Documents", all of which are attached hereto and incorporated herein:

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions (GTC)

The Contract Documents as listed hereinabove are in the order of controlling preference should there be any conflict in the terms of the Contract Documents.

2. The CONTRACTOR shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the work contemplated under Appendix A: Scope of Work and this Agreement.

3. The CITY agrees to pay the CONTRACTOR for the satisfactory performance and completion of the Work in accordance with the payments schedule and provisions, all as set forth in Appendix C: Pricing/Certifications, Appendix D: Special Provisions and Appendix E: General Terms and Conditions. The total amount of this Agreement shall not exceed [Dollar Amount Spelled Out] [(\$XX.XX)], which is the maximum payable under this Agreement and inclusive of all taxes. CONTRACTOR shall not pass through any increases in taxes to the City.

Such payments shall be provided from the following funds:

Federal Funds	[Dollar Amount]
City Funds	[Dollar Amount]

It is hereby agreed by and between the parties hereto that the sum of [Dollar Amount] shall be paid only out of the applicable Federal funds, and that this Agreement shall be construed to be an agreement by the City to pay such compensation to the CONTRACTOR only out of the aforesaid Federal funds when such Federal funds are received from the Federal Government

4. The term of the Agreement shall be provided in Appendix B: Term/Schedule of Work.

5. The CONTRACTOR perform said work in an efficient manner so as entirely to complete and perform said work within the time set forth in Appendix B: Term/Schedule of Work.

IN WITNESS WHEREOF, this AGREEMENT is executed by the duly authorized officer or agent of the CITY and the CONTRACTOR.

CITY AND COUNTY OF HONOLULU	CONTRACTOR'S LEGAL NAME
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE: Director, Department of Budget and Fiscal Services	TITLE:
DATE:	DATE:

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

NOTICE TO OFFERORS - EXHIBIT 2

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, hereinafter called the "CITY", and _____, individually and in his/her official capacity as the _____ for _____, whose address is _____, hereinafter called the "CORPORATION".

WITNESSETH THAT:

WHEREAS, the CORPORATION wishes to obtain a digested sludge sample from the CITY's Honouliuli Wastewater Treatment Plant for purposes of conducting tests of the sample to determine the efficacy of the CORPORATION's cationic emulsion polymer(s); and

WHEREAS, the CITY is willing to provide the digested sludge sample for the CORPORATION's sole use and allow _____ access to the Honouliuli Wastewater Treatment Plant for the sole purpose of obtaining the digested sludge sample for such use; and

WHEREAS, the CITY can discontinue providing the digested sludge sample for the CORPORATION 's use or discontinue allowing _____ access to the Honouliuli Wastewater Treatment Plant for any reason upon notice to the CORPORATION.

NOW, THEREFORE, the CITY and the CORPORATION in consideration of the mutual promises herein set forth, hereby agree as follows:

In consideration for receipt of the digested sludge sample from the CITY and access to the Honouliuli Wastewater Treatment Plant, the CORPORATION hereby agrees to indemnify and hold harmless the CITY, its officers, agents, contractors, and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees and costs, arising out of or in connection with: the CORPORATION 's presence and activities while on the premises of the Honouliuli Wastewater Treatment Plant; the presence and activities of the CORPORATION's employees, agents, representatives, contractors and consultants while on the premises of the Honouliuli Wastewater Treatment Plant; and/or the use of items and/or samples taken from the Honouliuli Wastewater Treatment Plant. For purposes of this agreement, claims include any enforcement action initiated by the Environmental Protection Agency, State of Hawaii Department of Health, and/or lawsuits. This agreement is binding on the heirs and assigns of the CORPORATION and any of their respective employees and agents. The CORPORATION's employees and agents, are solely responsible for complying with applicable Federal, State and City laws and regulations with respect to the

handling, use, and transportation of the digested sludge sample obtained from the Honouliuli Wastewater Treatment Plant. Furthermore, the CORPORATION agrees the use of the digested sludge sample shall be restricted for his/her own use and shall not be sold or provided to any other person or entity. The CORPORATION agrees that the CITY will be provided with a reasonable opportunity to opine on any work produced as a result of the CORPORATION 's testing of the digested sludge sample and access to the Honouliuli Wastewater Treatment Plant prior to any such work being finalized, and that the City will be provided with a copy of any such work produced upon finalization. This agreement is not intended in any way to restrict, prohibit or limit the CITY's legal recourse or remedies available by law.

Signature

Print Name

Title

Company Name

Date

APPROVED AND ACCEPTED:
City and County of Honolulu

Roger Babcock, Jr., Ph.D., P.E., Director
Department of Environmental Services

Date

APPENDIX A: SCOPE OF WORK

I. Overview.

- A. The Contractor shall furnish and deliver neat, biosolid-dewatering, cationic emulsion polymer to be used at the Honouliuli Wastewater Treatment Plant (“HWWTP”), Waianae Wastewater Treatment Plant (“WWWTP”) and the Kailua Regional Wastewater Treatment Plant (“KRWWT”) as specified herein for the Department of Environmental Services, City and County of Honolulu, Honolulu, Hawaii.
- B. Below are the 2021 calendar year plant usage data provided for HWWTP, WWWWTP, and KRWWT.

Location	Dewatered Biosolids (Dry Tons)
HWWTP	12,775
WWWT	1,278
KRWWT	2,000

1. The data provided are approximations and are intended for reference purposes only.

The centrifuge model for all locations above are similar to a Centrisys Centrifuge Model No. CS21-4.

II. Technical / Performance Requirements.

A. Polymer Characteristics.

1. Type.

The Contractor shall furnish and deliver a single cationic emulsion polymer type. The Cationic polymer shall be in emulsion (liquid) neat form with a high molecular weight. The polymer sample shall be representative of the product that would come out of a well-mixed tote. The City reserves the right to reject any offers containing blends of polymer types and/or product models.

2. Appearance.

The neat polymer shall be clean and free of: dirt, debris, plastic particulate, and nonhomogeneous polymer that may interfere or degrade wastewater centrifuge performance.

3. Quality.

a. Freshness.

The delivered polymer shall be no more than three (3) months from the date of its production. The date of production shall be indicated on each polymer tote or separate document.

b. Shelf Life.

The delivered polymer shall have a minimum shelf life of twelve (12) months from the date of production. This date shall be clearly stated on the tote label.

4. Product Variability.

The City reserves the right to perform random product tests, without any prior notification to the Contractor. The sample shall be a random tote selected that is representative of the lot, unless otherwise specified by the Point of Contact ("POC"). Test method will be determined by POC.

B. Totes.

1. Size.

The cationic emulsion polymer shall be transported in 275 gallon or 330 gallon Intermediate Bulk Container ("IBC") totes, unless otherwise directed by the POC.

2. Removal and Disposal of Totes.

The Contractor shall remove all of their empty, uncleaned polymer totes that were delivered through this contract within two (2) business days from the receipt date of the City's initial notification. The City will maintain a record of when the Contractor was notified to pick-up the empty totes from the City's facilities.

The Contractor shall be responsible for all applicable services required for removal and disposal of the totes, at no additional cost to the City. Totes will NOT be rinsed by the City. A tote shall be defined as "empty" when facility's polymer feed pump(s) are no longer able to receive polymer from the tote. A tote shall be defined as "unclean" when residual chemicals remain in the tote.

C. Delivery Requirements.

1. Tote Placement.

- a. The POC shall direct the Contractor on tote placement.
- b. The Contractor shall unload totes using safe and proper techniques.
- c. If necessary, at no additional cost to the City, the Contractor shall provide all equipment and personnel necessary to accomplish the tote placement.

2. Condition of Vehicles/Equipment Used for Delivery.

Any vehicle or equipment utilized for shipment of the polymer shall be in good, clean condition, and conform to all Federal, State, and local laws/regulatory requirements.

3. Spills.

- a. The Contractor shall report all spills discovered to City personnel immediately.

- b. The determination of Contractor's responsibility will include, but not be limited to, spills resulting from the failure of its, or its subcontractor's, delivery equipment, or through the Contractor's improper performance of duties.
- c. In the event the City determines the Contractor is responsible for the spill, the Contractor shall be responsible for immediate clean-up, containment, disposal, and restoration of the affected area to an acceptable state prior to the spill.
- d. The City will inspect all affected areas prior to dismissing the Contractor of spill duties.
 - 1) The City will not accept any part of the shipment until the spill clean-up has been completed.
 - 2) The City will reject all defective shipment items.
- e. Failure to comply with any of the specified requirements above shall be sufficient grounds to reject all applicable shipment(s). The Contractor shall bear all costs resulting from the rejected shipment(s).

III. Responsibilities.

A. Safety and Health Requirements.

The Contractor shall be knowledgeable of, and adhere to, all applicable Federal, State, and City rules/regulations and Occupational Safety and Health ("OSHA") safety standards while executing all actions required throughout the duration of the contract.

- 1. For every delivery shipment, the Contractor shall furnish the most recent, completed copy of the manufacturer's Material Safety Data Sheet ("MSDS"), similar to Form OSHA 20 (U.S. Department of Labor, Occupational Safety and Health Administrative Form).
- 2. The Contractor shall ensure that the manufactured product name and address on the MSDS is the same as the manufacturer's label on the polymer product delivered.

B. Usage Report.

The Contractor shall submit a computer generated, semi-annual, usage report which shall include the following information: transaction date, City agency, item(s) purchased, the quantity purchased, and the transaction amount. The report shall be submitted six (6) months and twelve (12) months after the start of the contract to bfs purchasing@honorlulu.gov. The mail subject line shall include the contract no., reporting period, and the name of the report (ex. MA-ENV-XXXXXX Transaction Report).

C. Technical Assistance.

The Contractor shall provide technical assistance to the City, at no additional cost. These services will include, but not be limited to, the following:

- 1. Participate in polymer-related optimization of the centrifuge(s) used.

2. Evaluate the dewatering-system operation semi-annually and submit a summary and report of the evaluation findings, including any recommendations regarding upgrades to the system.
3. Evaluate the polymer being used on a semi-annual basis commencing from the start of the contract.
 - a. The Contractor may offer, in writing, any new polymer to the City that has been proven to be superior to the submitted polymer at no additional or lesser cost. Evidence of all product variances between the current and new polymer shall be detailed in the written request submitted for the substitution. If the substitution is accepted by the City, the Contract shall be updated via an amendment.

The Contractor shall submit all technical assistance deliverables to the Point of Contact.

APPENDIX B: TERM/SCHEDULE OF WORK

I. Term.

The duration of this contract term shall be for a twelve-month period commencing upon execution of the contract, unless otherwise mutually agreed upon by the parties hereto and identified in a Notice to Proceed.

II. Delivery Locations.

A. Delivery shall be F.O.B. Destination within sixty-five (65) calendar days from the date of the Delivery Order ("DO") to one or a combination of the following addresses:

1. Deliveries for the Honouliuli Wastewater Treatment Plant and Waianae Wastewater Treatment Plant shall be delivered to the following location:

City and County of Honolulu
Department of Environmental Services
Honouliuli WWTP
91-1000 Geiger Road
Ewa Beach, Hawaii 96706
Attention: Storeroom
(808) 768-4429

2. Deliveries for the Kailua Regional Wastewater Treatment Plant shall be delivered to the following location:

City and County of Honolulu
Department of Environmental Services
Kailua Regional WWTP
95 Kaneohe Bay Drive
Kailua, Hawaii 96734
Attention: Storeroom
(808) 768-4461

B. Contractor shall coordinate delivery with the Point of Contact ("POC") or authorized representative of the POC prior to delivery.

C. Contractor shall notify the respective POC or authorized representative of the POC of any delays and/or backorders prior to shipment of items.

D. The Contractor shall provide a minimum advance notice of forty-eight (48) hours prior to the actual delivery of the items and shall coordinate the time and delivery with the POC or authorized representative of the POC.

- E. The Contractor shall further be responsible for the delivery, unloading, and placing of the items as specified at a reasonable location as directed by the POC or an authorized representative of the POC, at no additional cost to the City. If and when requested the Contractor shall further provide an authorized representative to be present with the delivered items are opened and inspected.

III. Point of Contact.

Name: Mr. Warren Abamonga
Acting Regional Superintendent
Phone Number: (808) 768-4528
Email: wabamonga@honolulu.gov

THE FOLLOWING OFFER PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED AS THE OFFEROR'S BID.

Offerors shall not include samples or descriptive literature unless expressly requested. Any unsolicited samples, descriptive literature, or attachments will not be examined or tested, and will not be deemed to vary any of the provisions of the solicitation document.

APPENDIX C: PRICING/CERTIFICATIONS

Name of Offeror (Legal Name)

Director of Budget and Fiscal Services
City and County of Honolulu
Honolulu, Hawaii 96813

Solicitation No. RFB-ENV-1658404

Furnish and Deliver Cationic Emulsion Polymer

The undersigned hereby agrees to furnish and deliver cationic emulsion polymer complete as specified herein, for the Department of Environmental Services, City and County of Honolulu, Honolulu, Hawaii at the offer prices quoted below, in strict compliance with this Appendix C, Appendix A: Scope of Work, Appendix B: Term/Schedule of Work, Appendix D: Special Provisions and Appendix E: General Terms and Conditions attached hereto and by reference made a part thereof.

Instructions for the Weighted Price Table:

1. Complete the Maximum Polymer Usage (c) column for the Honouliuli Wastewater Treatment Plant ("HWWTP"), Waianae Wastewater Treatment Plant ("WWWTP"), and Kailua Regional Wastewater Treatment Plant ("KRWWTP") rows.
2. Complete the Active Polymer Unit Price (d) column for the HWWTP, WWWTP, and KRWWTP rows.
3. Calculate the Weighted Price (e) column for the HWWTP, WWWTP, and KRWWTP rows by multiplying the Contract Period (a) by the Estimated Biosolid Quantity (b), the Maximum Polymer Usage (c), and by the Active Polymer Unit Price (d) columns.

Example (for Item No. 1, HWWTP):

365 days x 6.0 Dewatered Dry Tons Per Day x 25 lbs. of Active Polymer per Dewatered Dry Ton of Biosolid x \$5.00/lb. of Active Polymer = Weighted Price of \$273,750.00.

4. Calculate the Total Sum Weighted Price by summing the HWWTP, WWWTP, and KRWWTP rows' Weighted Price (e).

Weighted Price Table

Item No.	Location	Contract Period (Days)	Estimated Biosolid Quantity (Dewatered Dry Tons Per Day)	Maximum Polymer Usage (lbs. of Active Polymer per Dewatered Dry Ton of Biosolid)	Active Polymer Unit Price (\$/lb. of Active Polymer)	Weighted Price (\$)
		(a)	(b)	(c)	(d)	(e)
1	HWWTP	365	35.0			
2	WWWTP		3.5			
3	KRWWTP		5.5			
					TOTAL SUM WEIGHTED PRICE	

Offeror shall provide the following information:

Manufacturer's Name: _____
 Product Name: _____
 Packaging: _____ gallons per tote

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of the City and County of Honolulu.

It is also understood and agreed that the offer prices include all taxes which shall be applicable to the products or services or the furnishing, sale or purchase thereof whether assessed against, chargeable to or payable by the City and County of Honolulu or any of its agencies or the undersigned.

It is also understood and agreed that unless otherwise specified in the solicitation, prices offered shall be based on f.o.b. place of destination and shall include all applicable freight, delivery, handling and related charges.

It is also understood and agreed that the Offeror agrees to submit its offer in accordance with the General Instructions to Offerors and the General Terms and Conditions attached hereto by reference. Since the instructions shall apply to the solicitation only, the instructions shall not be included as a part of the contract.

It is also understood and agreed that the Director of Budget and Fiscal Services reserves the right to accept or reject any or all offers if, in the Director's opinion, such acceptance or rejection will be in the best interest of the City and County of Honolulu.

The Offeror further understands and agrees that by submitting this offer, the Offeror is declaring that its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and that the offer is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check one only)**

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;

OR

☐ A **Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii.

State of Incorporation or Organization: _____

Offeror is: ☐ Sole Proprietor; ☐ Partnership; ☐ Corporation; ☐ Joint Venture;

☐ Other: _____

Respectfully submitted,

Name of Offeror (Legal Name)

Authorized Signature

Print or Type Name and Title of Above

Business address: _____
(Street address)

City, State, Zip Code: _____

Mailing address: _____
(If other than street address above)

City State, Zip Code: _____

Payment address: _____
(If other than street address above)

City State, Zip Code: _____

Business Telephone Number: _____

Business Cellular Telephone Number: _____

Business Fax No.: _____

Business E-Mail Address: _____

Person to Contact if Awarded: _____

Last 4 numbers of Federal Identification No.: XX-XXX _____

- Or - Last 4 numbers of Social Security No. if Sole Proprietor: XXX-XX- _____

**CERTIFICATE OF ACCEPTANCE
OF SOLICITATION REQUIREMENTS**

It is understood and agreed that the undersigned acknowledges the following:

1. The Offeror has read this solicitation document including any addenda, in its entirety;
2. The Offeror understands and agrees to furnish, deliver, and perform the requirements of the solicitation in strict compliance with the solicitation document as amended, including any specifications, plans, and scope of work descriptions, without any exceptions, if awarded a contract;
3. The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;
4. The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;
5. The Offeror will make all modifications or customizations to the brand and model being offered as necessary to meet all specifications, at no additional cost. Offeror guarantees that all modifications or customizations done to meet specifications shall not affect the quality or operation of the product; and
6. The Offeror understands that **FAILURE TO MEET CONTRACT REQUIREMENTS WILL CONSTITUTE A BREACH OF CONTRACT THAT MAY RESULT IN SUSPENSION OR DEBARMENT, AND THE EXERCISE OF RIGHTS AND REMEDIES AS PROVIDED BY LAW.** Contract requirements include any specifications, plans, and scope of work descriptions;
7. The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Offeror: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Phone: _____

END OF APPENDIX C.

APPENDIX D: SPECIAL PROVISIONS

I. General Terms and Conditions.

A. Indemnity for Willful or Intentional Misconduct.

Delete Section 2.10 Indemnity in its entirety and replace with the following:

“2.10 Indemnity

The contractor shall perform the work as an independent contractor and shall indemnify and hold harmless the City, its departments, and all of their officers, employees or agents, from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefore including reasonable attorney fees and cost of defense, caused by error, omissions, negligence or willful or intentional misconduct in the performance of the contract by the contractor or the contractor's subcontractors, agents and employees, and this requirement shall survive the termination of contract.”

B. Insurance.

In accordance with Section 2.26, Insurance, the Contractor shall provide and maintain a current certificate of insurance throughout the duration of the contract.

C. The City will not require the use of Exhibit L: Report of Equipment Purchased with Consultant or Construction Contracts form. As a result, the following sections of the GTC shall be modified:

1. Delete Section 4.5 Payments, section (a) in its entirety and replace it with the following:

“(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency, Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Payments will be computed in accordance with any applicable unit prices bid. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed.”

2. Delete Section 5.4.6 Payment for Delivered Materials or Equipment in its entirety and replace it with the following

“ (a) No payment for any material or equipment that is affixed, movable or removable, delivered to the site of the work under the contract will be made until said material or equipment is incorporated into the parts of the project required to be

constructed under the contract. Payment for the delivered material or equipment shall be included in the monthly progress payment under the appropriate cost item.

(b) Specialized or Special Ordered Materials, Equipment. The Officer-in-Charge may, to the extent provided for in the contract, include in the monthly estimate for progress payment the delivered cost of specialized materials, special ordered materials or equipment usable only for the contract. Such inclusion in the monthly estimate will be allowed only if all costs are substantiated by evidence of delivery and payment, and only for such materials or equipment as are specifically described or referred to in the contract as being the subject matter for such inclusion in the monthly estimate for progress payment. Payment to the Contractor shall not terminate the Contractor's responsibility or ownership of such materials or equipment until incorporated in place and accepted by the Officer-in-Charge. The Contractor shall be responsible for the safekeeping of such specialized materials or equipment until incorporated into the work and accepted by the Officer-in-Charge. The amount included for payment under this subsection shall be subject to the retention requirement."

3. Delete Section 5.4.7 Final Payment, section (a)(1) and section (a)(2) in its entirety.
4. Delete Exhibit L Report of Equipment Purchased with Construction Contracts in its entirety.

II. Estimated Quantity.

The quantities listed in Appendix C: Pricing/Certifications are only estimates. The exact quantity shall be the actual amount ordered by the City during the term of the Contract. In the event the estimated quantities do not materialize, such failure shall not constitute grounds for equitable adjustment under the Contract. If the City terminates the Contract prior to the end of the Contract period, any loss of anticipated revenue or profits from such termination shall not constitute grounds for equitable adjustment under the Contract.

III. Liquidated Damages.

When the Contractor is given a notice of delay or nonperformance as specified in section 3.15, "Termination for Default in Goods and Services Contracts" of the General Conditions and fails to cure in the time specified, the Contractor shall pay to the City the amount specified below for each calendar day from the date set for the cure until either the City reasonably obtains similar goods or services if the Contract is terminated for default, or until the Contractor provides the goods or services if the Contract is not terminated for default. To the extent that the Contractor's delay or nonperformance is excused under section 3.15 (4), Excuse for Nonperformance or Delayed Performance, of the General Conditions, liquidated damages shall not be due to the City.

Liquidated damage per calendar day: \$35.00, per tote.

The Contractor hereby agrees to pay the sum as liquidated damages, and not by way of penalty, to the City and further authorizes the City to deduct the amount of the damages from monies due the Contractor under the Contract, computed as previously mentioned. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay the City the difference or the entire amount, whichever may be the case, upon demand by the City.

IV. Placing of Orders.

The City will place orders with the Contractor as needed. The City will initiate work by Delivery Order ("DO") or P-Card ("Credit Card"). The Contractor shall accept payment by credit card transaction.

V. Additional Locations.

The City may add additional locations via an amendment to the contract within the term of the contract if the Contractor is agreeable to the addition at the existing unit price and terms and conditions.

VI. Damages to Existing Equipment, Utilities, and Structures.

The Contractor shall repair all damages to existing equipment, utilities and structures caused by its equipment or employees. If such repairs are not completed within a reasonable time, the City reserves the right to purchase in the open market the services to make necessary repairs and shall deduct all repair costs from any money due or that may thereafter become due the Contractor. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the City.

VII. Contractor Performance Records.

The City may maintain records pertaining to the contractor's performance on contracts with the City. The contractor may be required to participate in performance assessment activities in accordance with a performance assessment plan that may be prescribed by the City during the performance of the contract. Contractor performance records may be used to determine a contractor's responsibility, qualifications, and eligibility for the award of future contracts with the City.

APPENDIX E: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (“GTC”) for the City and County of Honolulu dated 02/01/2015 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the “General Conditions”. Copies may be obtained online at www.honolulu.gov/pur ; click on the link titled: “Instructions, Terms & Conditions”.