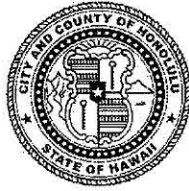


SOLICITATION DOCUMENT NO. RFB-ENV-1910202



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Furnish and Deliver Non-Regenerative Granular Activated Carbon

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

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 14:00 HST

Close Date: March 11, 2025

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 after the deadline for offers, as amended.

Questions relating to this solicitation shall be emailed to Patrick Nakasone 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 Requests for Clarifications/Substitutions: February 25, 2025

Last Day to Issue Addenda: March 4, 2025

DEADLINE FOR OFFERS: 14:00 HST on
March 11, 2025

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.

The City is posting all formal solicitations on the State of Hawaii – Hawaii Awards & Notices Data System (HANDS) (<https://hands.ehawaii.gov/>) for goods, services, construction, grants and concessions. HANDS gathers information from multiple state and county procurement platforms and displays it all in one place. Offerors are solely responsible to check HANDS website for any updates and addenda issued by the City

C. Manufacturer Name, Model Number, and/or Packaging.

The Offeror shall enter the product's manufacturer, model, and packaging information in the appropriate fields in Appendix C: Pricing/Certifications.

Delete Section 4.1(d) in its entirety and replace with the following:

"(d) Pursuant to HAR § 3-122-21(4)(B), space is provided in the solicitation for: brand name, model number, and/or packaging. An Offeror who leaves the field(s) blank (physically or electronically) shall have their offer rejected as non-responsive. If a solicitation already specifies a manufacturer name, model number, and/or packaging, an Offeror shall only input a brand name, model number, and/or packaging that is pre-approved or approved during the solicitation, or their bid may be rejected as non-responsive. This paragraph shall not apply to service solicitations."

D. 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. Method of Award.

The City shall award a contract to the responsive, responsible Offeror with the lowest Total Price. The award is subject to the availability of funding.

III. Hawaii Compliance Express (HCE).

Prior to the award of the contract, the successful Offeror shall be registered as "Compliant" on the State of Hawaii Compliance Express System (<http://vendors.ehawaii.gov>) or submit the required tax clearances from the State Department of Taxation and Internal Revenue Service, the Certificate of Compliance with the State Department of Labor and Industrial Relations, and the Certificate of Good Standing with the Department of Commerce and Consumer Affairs Business Registration Division. Failure to provide proof of compliance, within the time that may be permitted by the CITY, will result in the rejection of the offer.

The CITY reserves the right to award to the next responsible Offeror if all certificates and other required documentation are not submitted within the time as specified in the CITY's request.

IV. Request for Substitution.

- A. Any request for substitution shall be made in accordance with the General Instructions to Offerors, Section 2.18(a), and must be submitted no later than the "Deadline to Submit Request for Clarification/Substitutions" in the Notice to Offerors – Schedule of Events.
- B. Upon the City's request and at the Offeror's expense, the Offeror shall submit additional documentation for City evaluation that may include, but not be limited to:
 - 1. References from other Wastewater Treatment Plant Facilities.
 - 2. Brochures and Datasheets.
 - 3. Pellet Pressure Drop Curve.
 - 4. Certified Independent Laboratory Test Report.

V. Sample of Contract.

A sample of the City & County of Honolulu's ("City") contract form is included as Notice to Offerors - Exhibit 1: Sample Contract. Any questions regarding the City's contract form shall be submitted prior to the solicitation's Deadline to Submit Requests for Clarifications/Substitutions.

NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT

CONTRACT NO. XX-XXX-XXXXXXX SOLICITATION NO. RFB-XXX-XXXXXXX

THIS AGREEMENT (or "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" (or "City"), and [CONTRACTOR'S LEGAL NAME] whose principal place of business is [CONTRACTOR'S ADDRESS], hereinafter referred to as the "CONTRACTOR" (or "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 term of the Agreement shall be provided in Appendix B: Term/Schedule of Work.

4. The CONTRACTOR will 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

APPENDIX A: SCOPE OF WORK

I. Overview.

Furnish and deliver non-regenerative granular activated carbon as specified herein for the Department of Environmental Services ("ENV"), City and County of Honolulu, Honolulu, Hawaii. The non-regenerative granular activated carbon shall be used for vapor phase adsorption of sewage treatment odors such as hydrogen sulfide and volatile organic compounds at the various wastewater treatment plants.

II. Minimum Specifications.

A. Granular Activated Carbon ("GAC").

1. Manufacturer and Brand: Evoqua Midas OCM, PureAir Sulfasorb XL, Calgon Carbon Minotaur OC, Carbon Activated Corp SHL-60, Jacobi AddSorb OX30, VCHC-30-4MM, General Carbon Corp. Sulfursorb-A, Carb USA Inc H2S High Capacity 4mm or approved substitute.
2. Carbon Type: Bituminous Coal, Coconut.
3. Mean Pellet Diameter: 3.9 – 4.1mm.
4. Apparent Density: 0.42 – 0.50 g/cc.
5. Hardness No.: 95% minimum ASTM D3802
6. Butane Activity: 26% minimum ASTM D5742
7. Iodine Number: 1250 mg/gm ASTM D4607
8. H2S Capacity, gH2S/cc: 0.30 minimum ASTM D6646-01
(based on dense packed media)
9. Pellet Pressure Drop Curve:

Pressure Drop (Inch H2O/Bed FT)	50 ft./min.	60 ft./min.
Minimum	0.95	1.20
Maximum	1.15	1.40

10. Packaging: Manufacturer's standard supersacks (1,000 lb. - 1,215 lb. capacity).
11. Other:
 - a. GAC shall be a single cycle GAC that does not require regeneration to meet specified hydrogensulfide breakthrough adsorption capacity. Carbons that must be regenerated with hydroxides, water or other processes in order to meet the specified H2S capacity shall not be accepted.

- b. Alkali or caustic impregnated GAC shall not be accepted.
- c. Virgin pelletized GAC shall have a high macroporous surface area and large pore volume for maximum adsorption capacity.

B. Spent GAC.

The definition of a "Spent GAC" is a granular activated carbon that has been in use and has exceeded its rated hydrogen sulfide adsorption capacity (equal to or greater than 0.30 gH₂S/CC).

- 1. Spent GAC shall be non-acidic; its pH shall be greater than 3.5.
- 2. Spent GAC shall not require treatment (i.e. washing or flushing) to raise the pH level above 3.5.
- 3. Non-hazardous (passes EPA landfill TCLP test).

III. Safety and Health Requirements.

The products offered, including package labeling, must meet all applicable laws of the Federal and State governments as to safety and health requirements.

Upon delivery, the Contractor shall furnish a 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 Administration form), for the product supplied. The manufacturer's product name and address on the MSDS shall match the manufacturer's label on the Granular Activated Carbon. Failure to comply may be sufficient cause for rejection of the product.

IV. Usage Report.

The Contractor shall submit a semi-annual usage report. The report shall include the following information: transaction date, City agency, item purchased, the quantity purchased, and the transaction amount. The report shall be submitted 6 months and 12 months after the start of the contract to bfs purchasing@honolulu.gov. The email subject line shall include the contract no. and the name of the report (ex. MA-ENV-2500xxx-Usage Report).

V. Anti-Dumping Duty.

The Contractor shall be responsible for any and all responsibilities associated with the import of the GAC to include, but not be limited to duties, taxes and bonds.

APPENDIX B: TERM/SCHEDULE OF WORK

I. Term of the Contract.

The term of this AGREEMENT shall be for an initial twelve (12) month period, and shall commence upon execution of the contract.

Further, by mutual agreement between the parties hereto, the contract may be extended on a month-to-month or term basis not to exceed a twelve (12) month period extension at a time, for a total of forty-eight (48) months. Any extension to the contract is subject to the availability of funds, and will be at the same contract unit prices and under the same terms and conditions as specified herein. The contract may be extended by:

- written amendment agreed upon by both parties;
- a letter issued by the Department of Budget and Fiscal Services Director or designee and acceptance of the extension by endorsement on said letter by the Contractor; or
- request of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.

II. Delivery Location and Point-of-Contact ("POC").

A. The Non-regenerative Granular Activated Carbon complete as specified herein shall be delivered FOB Destination within 120 days from the date of the Delivery Order to either of the following addresses:

1. City and County of Honolulu
Department of Environmental Services
Honouliuli Wastewater Treatment Plant
91-1000 Geiger Road
Ewa Beach, HI 96706

Point-of-Contact: Mr. Hilario Mangapit
Phone No.: (808) 768-4529

2. City and County of Honolulu
Department of Environmental Services
Kailua Regional Wastewater Treatment Plant
95 Kaneohe Bay Drive
Kailua, Hawaii 96734

Point-of-Contact: Mr. Cory Kanagawa
Phone No.: (808) 768-5942

3. City and County of Honolulu
Department of Environmental Services
Sand Island Wastewater Treatment Plant
1350 Sand Island Parkway

Honolulu, Hawaii 96819

Point-of-Contact: Ms. Trisha Marquez-Guitang

Phone No.: (808) 768-4530

- B. The Contractor shall coordinate delivery with the POC prior to delivery's final destination.
- C. Upon receipt of delivered goods, POC reserves the right to reject and return damaged, defective or over shipments of goods at the Contractor's expense.
- D. The Contractor shall notify the respective POC's of any delays and/or backorders prior to shipment of items.
- E. Delivery shall be on either a flatbed trailer or truck to facilitate ease of unloading goods.

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

The Offeror 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 City's provisions or requirements.

APPENDIX C: PRICING/CERTIFICATIONS

Offeror's Legal Business Name

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

**SOLICITATION NO. RFB-ENV-1910202
Furnish and Deliver Non-Regenerative Granular Activated Carbon**

The undersigned hereby agrees to complete the specified work herein, at the bid 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.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	Non-Regenerative Granular Activated Carbon	150,000	lbs.	\$	\$

Manufacturer and Brand: _____

Packaging: _____

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 bid 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 and the General 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,

Offeror's Legal Business Name

Signature

Print Name and Title of Above

Business address:
(Street Address) _____

City, State, Zip Code: _____

Business mailing address:
(If other than address above) _____

City, State, Zip Code: _____

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

City, State, Zip Code: _____

Business Telephone No: _____

Business Cellular No: _____

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's Legal
Business Name: _____

Signature: _____

Title: _____

Date: _____

END OF APPENDIX C.

APPENDIX D: SPECIAL PROVISIONS

I. General Terms and Conditions for the City & County of Honolulu dated 02/01/2015.

A. Indemnity.

Delete Chapter 2.10 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 therefor 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 (Not Required).

Section 2.26, Insurance, of the General Conditions shall be deleted in its entirety.

C. Exhibit L, Report of Equipment Purchased with Consultant or Construction Contracts.

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 shall be modified:

1. Delete Chapter 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 Chapter 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 Chapter 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. Placing of Orders.

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

III. Delivery Order Issued.

Any DO(s) issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the DO. This contract shall govern the Contractor and the City's rights and obligations with respect to that DO to the same extent as if the DO was completed during the Contract's effective period. All DO(s) are subject to the terms and conditions incorporated herein. In the event of a conflict between a DO and this Contract, the Contract shall control.

IV. Compensation and Payment Schedule.

- A. Unless otherwise specified herein, payments will be made after completion of performance for any Delivery Order/P-Card purchase.
- B. Invoices shall be submitted in triplicate as well as via email to the supervisor with the following information:
 - Contract and Delivery Order numbers
 - Master agreement number
 - Item numbers
 - Description of items

- Quantities
- Unit prices
- Extended totals

Payments shall be computed in accordance with the unit prices as identified in Appendix C: Pricing/Certifications.

V. Estimated Quantities.

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.

VI. Damage 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 for many moneys due or that may thereafter become due the Contractor. In case any money dues, the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Director.

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 during or after 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

General Terms and Conditions for the City and County of Honolulu dated 02/01/2015

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".