SOLICITATION DOCUMENT NO. RFP-ENV-2075309

NOTICE TO OFFERORS
REQUEST FOR SEALED PROPOSALS (RFP)

Description:	Shipping of Solid Waste to a Mainland Subtitle D Landfill
Requesting Agency:	Department of Environmental Services, City & County of Honolulu, Hawaii.

COMPETITIVE SEALED PROPOSALS shall be received no later than:

Close Time:	15:00 HST
Close Date:	November 20, 2026
Location:	Division of Purchasing, Department of Budget and Fiscal Services 530 South King Street, Room 115, City Hall Honolulu, Hawaii 96813

Questions relating to this solicitation shall be emailed to Jacqueline Yoshimoto at bfspurchasing@honolulu.gov.

PAULA A. YOUNGLING
Purchasing Administrator

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NOTICE TO OFFERORS – PROJECT BACKGROUND AND OBJECTIVES

I. Background (Overview).

The Department of Environmental Services ("ENV") of the City and County of Honolulu ("City") is requesting for competitive sealed proposals for the processing and shipping of solid waste to a mainland Subtitle D landfill as an alternative disposal method for the solid waste generated on the island of O'ahu.

The City is seeking a qualified Contractor to perform the processing, preparing, shipping and transporting of solid waste to a mainland landfill, including any planning, design and installation of equipment required to process and prepare solid waste for shipping, including but not limited to obtaining an Environmental Assessment or Environmental Impact Statement, as necessary and transport the processed solid waste to a Subtitle D landfill on the mainland.

Solid waste shall be weighed through a City scale and delivered to a City facility in the Enhanced Material Recovery Facility ("EMRF") Building located at 91-184 Kaomi Loop, Kapolei, HI 96707; TMK 9-1-026:034 and 9-1-026:035, where the Contractor shall accept, process, prepare, ship and transport solid waste to a Subtitle D landfill on the mainland as the final disposal location. Bay 3 of the EMRF Building will be the site of the solid waste processing system. The City shall guarantee 250,000 tons of solid waste per contractual year. The solid waste processing system shall process a minimum of 250,000 tons of solid waste per contractual year

The Contractor shall use its best efforts to recover, recycle and market materials from solid waste to reduce the solid waste processing, preparation, shipping and transport to a mainland Subtitle D landfill.

The Contractor's process must be fully operational and begin shipping shipping solid waste no later than March 2, 2031 or a mutually agreed upon date between the Contractor and the City through a revised 3rd Notice to Proceed. Solid waste will include source separated ash and household and commercial municipal solid waste.

II. Key Objectives

A. The Contractor shall implement the shipping of shipping solid waste to a mainland Subtitle D landfill to be available as a means for final disposal of solid waste generated in the City and County of Honolulu to be available no later than March 2, 2031 or a mutually agreed upon date between the Contractor and the City.

B. Identify a method for the preparation of solid waste acceptable for shipping.

C. Identify an economical, efficient, and permissible means of transport for solid waste to a mainland Subtitle D landfill for final disposal.

D. Identify and secure a location for the final alternative method for final disposal of the City's solid waste.

E. Conduct an Environmental Assessment and/or Environmental Impact Statement, if applicable, for the processing, preparation, shipping, and final disposal of the City‘s solid waste.

F. Furnish all labor, supervision, equipment, materials, transportation, insurance, appurtenances, and all other actual and implied expenses connected thereto to perform all work necessary and specified in the prescribed manner and time to finance, plan, design, construct, and operate as required for the preparation, shipping, and final disposal of the solid waste generated on the island of O'ahu.

NOTICE TO OFFERORS – EVALUATION CRITERIA

The City's Evaluation Committee will evaluate all responsive proposals in accordance with the criteria listed below. Offerors are advised that failure to provide specific information necessary to evaluate their proposal may result in reduced scoring or disqualification. The maximum number of points used to score the proposal is 100.

I. Evaluation Criteria 1 – Experience and Qualifications (30 maximum points).

The Offeror shall demonstrate relevant experience and capability, including but not limited to, the following:

- Experience with the successful implementation of a program for processing, preparation, shipping, and final disposal of solid waste;
- Experience working with public sector clients; and
- Qualifications of key personnel assigned to the project.

II. Evaluation Criteria 2 – Project Approach and Work Plan (30 maximum points).

The Offeror shall demonstrate a clear, effective plan for providing the required services, including:

- Implementation plan for program launch no later than March 2, 2031 or a mutually agreed upon date between the Contractor and the City through a revised 3rd Notice to Proceed;
    - Offerors shall propose a reasonable timeframe for any planning, design, and construction required to implement the program.
- Method for receiving and transporting solid waste generated on the island of O‘ahu ;
- Method for processing and preparing solid waste;
- Method for shipping solid waste;
- Location and method for final disposal of solid waste; and
- The reasonableness and clarity of the proposed cost, including:
    - Alignment of pricing with proposed services;
    - Transparency of budget assumptions; and
    - Cost-effectiveness in relation to program objectives.

III. Evaluation Criteria 3 – Beneficial Reuse and/or Reduction of Tonnage (15 maximum points).

The Offeror shall propose permitted methods to remove and/or recycle or reuse materials from received solid waste or reduce the overall solid waste requiring shipping after receipt. The Contractor must include letters of intent from any recipients of recovered material, if applicable.

IV. Evaluation Criteria 4 – Past Performance (15 maximum points).

Offerors shall provide a minimum of three (3) and up to five (5) similar projects completed within the past ten (10) years that demonstrate capability to perform the required services, which will be evaluated for responsiveness, reliability, and quality of services provided.

For each project, the Offeror shall include the following information:

- Project name, client organization, and contract number (if applicable);
- Brief description of the scope of services provided, including relevance to this solicitation;
- Contract value, period of performance, and completion status;
- Key personnel involved in the project; and
- Client reference contact information, including name, title, phone number, and email address.

References may be contacted by the City to verify performance. The City reserves the right to use acquired information when evaluating past performance.

V. Evaluation Criteria 5 – Price (10 maximum points).

The Offeror shall submit Appendix C: Pricing/Certifications, which shall identify the pricing per solid waste type and estimated Total Sum Bid to the City.

The points will be allocated in accordance with HAR §3-122-52(d):

(1) The proposal with the lowest cost factor must receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest must have a lower rating for cost; and

(2) The points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

The points for price will be determined using the following formula:

$$\frac{\text{Lowest Total Sum Bid Proposal Price} \times \text{Maximum Points Available for Price}}{\text{Offeror's Proposal Price}} = \text{Offeror's Points for Price}$$

(3) The Hawai‘i Bidder/Offeror preference shall be applied to this solicitation, for evaluation purposes only. Offerors that wish to qualify for the five percent (5%) discount preference shall submit a completed Hawai‘i Offeror Preference Certification form and Request for Information to Confirm a Hawai‘i Bidder/Offeror form with its bid/offer. The five percent (5%) discount shall be applied to the Offeror's Total Sum Bid Proposal Price. The preference shall not be applied if all Offerors are Hawai‘i Offerors.

NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawaii Standard Time (“HST”).

Non-mandatory Pre-proposal Conference:	October 23, 2026 at 10:00 AM HST
Deadline to Submit Requests for Clarifications:	October 30, 2026
Last Day to Issue Addenda:	November 6, 2026
DEADLINE FOR OFFERS:	**November 20, 2026 at 15:00 HST**

NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

I. General Instructions to Offerors for the City and County of Honolulu Dated 02/09/17 ("General Instructions").

The General Instructions 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; hover over "Resources" and click on the link titled: " Instructions, Terms & Conditions."

A. Solicitation Addenda

Chapter 2.19 Solicitation Addenda (b)(2) of the General Instructions is deleted 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.

B. Cost Analysis Data

Delete Chapter 6.9 Cost Analysis Data of the General Instructions in its entirety and replace with the following:

"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)."

C. Priority Listed Offerors

See Chapter 7.1 Priority Listed Offers of the General Instructions.

D. Best and Final Offers ("BAFOs")

See Chapter 7.3 Best and Final Offer ("BAFO") of the General Instructions.

E. Notary Requirement.

Delete Chapter 8.4(a) of the General Instructions in its entirety and replace with the following:

"(a) Notarization

Signatures appearing on bond forms (if applicable) must be notarized by a notary public."

F. Non-Selected Offerors and Debriefing.

See Chapter 9.1 Debriefing of the General Instructions.

II. Preparation of Proposals.

One (1) original hardcopy plus **three (3)** hardcopies**,** and **two (2)** digital copies shall be submitted; the original proposal shall be clearly marked "original". The Offeror's proposal shall consist of Appendix C: Pricing/Certifications and Appendix F: Contractor's Proposal.

III. Method of Award.

The City shall award to the responsible Offeror whose offer is determined to be the most advantageous to the City in accordance with the solicitation's evaluation criteria. The award is subject to the availability of funding.

IV. Pre-proposal Conference.

A non-mandatory pre-proposal conference and site visit of the Bay 3 of the Enhanced Material Recovery Facility ("EMRF") Building will be held on the date and time specified in the Notice to Offerors – Schedule of Events at the following address:

City and County of Honolulu
H-POWER Conference Room
91-184 Hanua Street
Kapolei, Hawaii 96707

Potential Offerors who cannot attend in person will have the opportunity to attend the pre-proposal conference via teleconference, however, virtual site visits will not be arranged. Offerors planning to attend virtually are encouraged to email bfspurchasing@honolulu.gov to provide a list of attendees to the meeting at least 24 hours before the meeting. Below is the information for the pre-proposal teleconference:

Meeting link:
https://cchnl.webex.com/cchnl/j.php?MTID=mc07cb7228b02778e5d9f3bd515d931ca
Join by meeting number
Meeting number (access code): 2483 910 9672
Meeting password: 102326

Join by phone
+1-408-418-9388 United States Toll
+1-213-306-3065 United States Toll (Los Angeles)

All potential Offerors are highly encouraged to attend.

Discussions at the pre-proposal conference will not constitute a change unless addressed via a formal addendum to the solicitation.

V. Hawai‘i Bidder/Offeror Preference.

The Hawai‘i Bidder/Offeror preference shall be applicable to this solicitation, for evaluation purposes only. Bidders/Offerors that wish to qualify for the five percent (5%) discount preference shall submit a completed Hawai‘i Bidder/Offeror Preference Certification form and Request for Information to Confirm a Hawai‘i Bidder/Offeror form with its Appendix F: Proposal. The five percent (5%) discount shall be applied to the Bidder's/Offeror's bid/offer price.

THIS IS A CITY AND COUNTY OF HONOLULU SOLICITATION. Bidders/Offerors shall not use any other Hawai‘i Bidder/Offeror Certification form except the form provided in the solicitation. Hawai‘i Bidder/Offeror Preference Certifications submitted for previous or other solicitations shall not be accepted.

The preference shall only apply if the total bid or offer price is less than $10,000,000.00. The preference shall only apply when at least one (1) qualified Bidder/Offeror competes against at least one (1) Bidder/Offeror that does not qualify for the preference. The preference shall not be applied if all bidders/offerors are Hawai‘i Bidders/Offerors.

Upon the City's written request, the Bidder/Offeror shall provide sufficient documentation to the City to demonstrate full compliance with this preference. The documentation must be provided within the time stated in the request.

Award shall be made at the Bidder's/Offeror's bid/offer price and not at the reduced evaluated price. During the contract period, failure to maintain the Hawai‘i Bidder/Offeror qualifications shall cause a reduction of price equal to the value of the preference applied and may constitute cause for debarment pursuant to Hawai‘i Revised Statutes §103D-702.

VI. 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.

VII. Confidential Information

Confidential information is defined as information, which is confidential, proprietary, and/or trade secrets when presented in printed, written, graphic, photographic or other intangible form and may be exempt from public disclosure. All such information provided by the Offeror that may be considered as falling into any of the aforementioned categories must be properly marked using **bold print** (top/bottom of page), as **"CONFIDENTIAL"**. **Marking the entire proposal as confidential is unacceptable**. The City assumes no liability for disclosure or use of unmarked data for any purpose.

VIII. 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.

IX. Mistakes in Offers.

The CITY reserves the right to correct or waive minor mistakes in a submitted offer under the following conditions:

A. The mistake is attributable to an arithmetical error, where in the case of error in extension of bid price, unit price shall govern;

B. If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions. Examples of minor formality mistakes include typographical errors and transposition errors; and

C. An obvious mistake that if allowed to be corrected or waived is in the best interest of the City and is fair to other Offerors.

X. Required Review.

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing and shall be received by the City prior to the Deadline to Submit Requests for Clarifications as stated in Notice to Offerors – Schedule of Events. This allows issuance of any necessary corrections and/or addenda to the RFP.

XI. Exceptions.

Should a potential Offeror take any exception to the terms, conditions, specifications, or other requirements listed in this solicitation, the potential Offeror shall list and submit via email such exceptions by the "Deadline to Submit Requests for Clarifications" date as listed in the Notice to Offerors – Schedule of Events. Submittal should include the RFP section where the exception is taken, a description of the exception taken, and the proposed alternative, if any. The CITY reserves the right to accept or deny any exceptions.

Exceptions to the statutory requirements of the General Terms and Conditions of the City and County of Honolulu shall not be considered.

XII. Cost of Responding to this RFP.

Costs for developing a proposal are the sole responsibility of the Offeror, whether or not any award results from this solicitation. The City will not reimburse such costs.

NOTICE TO OFFERORS – EXHIBIT 1: SAMPLE CONTRACT

CONTRACT NO.MA-ENV-XXXXXXX
SOLICITATION NO. RFP-ENV-2075309

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 provide Shipping of Solid Waste to a Mainland Subtitle D landfill; and

WHEREAS, a solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS") and the related Hawaii Administrative Rules ("HAR"). The CONTRACTOR has been identified as the responsible and responsive Offeror whose offer is the most advantageous to the CITY, taking into consideration the evaluation factors set forth in the solicitation; 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)

Appendix F: Proposal

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.

SAMPLE

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 services to be rendered during the duration of this AGREEMENT in accordance with the payment schedule and provisions, all set forth in the AGREEMENT and at the rate or rates set forth in Appendix C: Pricing/Certifications.

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

5. 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

SAMPLE

APPENDIX A: SCOPE OF WORK

I. Overview.

The City and County of Honolulu ("City"), Department of Environmental Services ("ENV"), requires the services of the Contractor to conduct the processing and shipping of the processed solid waste generated on the island of O'ahu for the duration of the contract. The Contractor's services shall include labor, supervision, equipment, materials, transportation, insurance, appurtenances, and all other actual and implied expenses connected thereto to perform all work necessary and specified in the prescribed manner and time to finance, plan, design, install, and operate as required for the preparation, shipping, and final destination of the solid waste generated on the island of O'ahu. The City shall havesource separated ash and household and commercial municipal solid waste delivered to Bay 3 of the Enhanced Material Recovery Facility ("EMRF") Building. It is understood that all solid waste that is delivered must be accepted, processed, prepared and shipped to a mainland Subtitle D landfill. Liquidated damages will be assessed for each day beyond the proposed and agreed timeframe for preparation and shipping after receipt of solid waste.

II. EMRF Building

The solid waste processing facility is located in Bay 3 of the EMRF Building at 91-184 Kaomi Loop, Kapolei, Hawaii 96707; TMK 9-1-026:034 and 9-1-026:035. The area of the EMRF Building is approximately 200 feet wide x 700 feet long. Only Bay 3, located at the east end of the building, shall be provided by the City for receiving and processing solid waste, which is approximately 200 feet wide x 450 feet long.

The EMRF Building National Pollution Discharge Elimination System ("NPDES") permit specifies that it is a zero-discharge building. The Contractor shall manage liquid flows, storage, treatment, and/or disposal accordingly and comply with the terms and conditions of the solid waste processing facility's NPDES permit.

The site location and EMRF Building are shown in Figures 1 and 2 below.

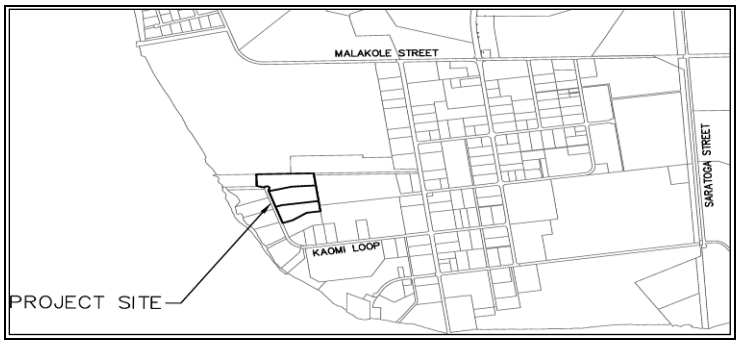

Figure 1: Site Location

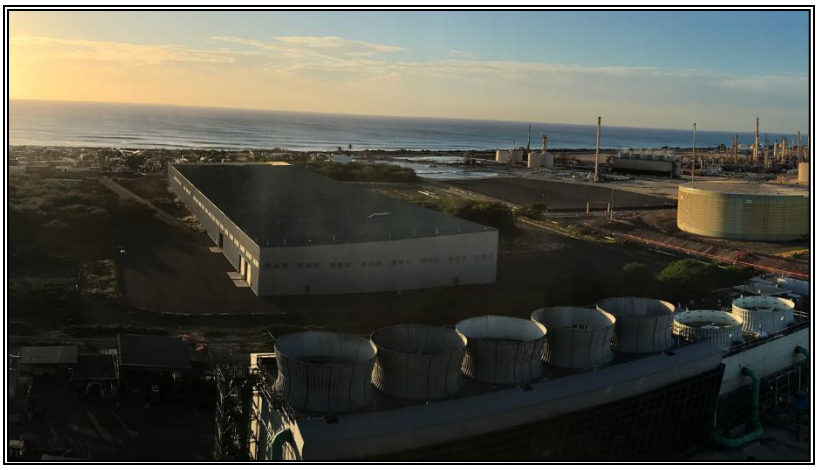

Figure 2: EMRF Building

III. Delivery of Solid Waste.

The City will provide solid waste comprising of source separated ash and household and commercial municipal solid wastes averaging approximately 150,000 tons of ash and 100,000 tons of household and commercial waste annually. The Contractor must accept and ship all delivered source separated ash and household and commercial municipal solid wastes.

Source separated ash and household and commercial municipal solid wastes shall be delivered in vehicles presently delivering solid waste to the Waimanalo Gulch Sanitary Landfill ("WGSL") and Honolulu Program of Waste Energy Recovery ("H-POWER"). Solid waste shall be received from 7:00 AM to 6:00 PM, seven (7) days per week. Source separated ash from H-POWER shall be delivered continuously at any hour of the day and on every day of the week. Coordination of the ash delivery to the solid waste processing facility shall be the responsibility of the Contractor. The City will be responsible for delivering the solid waste, which will be sent to the solid waste processing facility. The receiving and processing area for the delivery of solid waste and source separated ash is not to be hindered by other activities during the period in which vehicles are allowed to deliver their loads. Other activities may include operations within Bay 1 and Bay 2 of the EMRF Building. The City shall provide adequate space to permit safe, efficient, effective unloading and maneuvering of all vehicles such that the time from arrival to exit of all vehicles shall not exceed 30 minutes during normal operations. Entry and exit from the solid waste processing facility must be clear of obstructions and allow for safe access to and from public thoroughfares. All delivery vehicles shall be weighed and shall generate a print ticket that captures relevant times, weights, and truck information. The Contractor shall provide a daily data submission of all deliveries as requested by the City.

No additional compensation will be made by reason of any misunderstanding or error regarding the quantity or types of solid waste provided or the amount and kind of work to be performed in the acceptance, processing, preparation, shipping, or disposal of such solid waste. Submission of a Appendix F: Contractor's Proposal shall be evidence that

the Contractor understands and shall comply with the requirements of these specifications if awarded the contract.

It is understood that at all times during the term of this Contract that the City has the right and the responsibility to control solid waste provided to the Contractor and that the Contractor shall not procure or accept any solid waste for shipping except pursuant to this Contract, without the prior written approval of the ENV Director.

IV. City-Provided Scale

The City will provide a certified scale, scale house and associated equipment and vehicle access. Solid waste shall be delivered to the solid waste processing facility in Bay 3 only after it has been accepted and weighed at the City-owned scale. Once weighed at the City-owned scale, the City will transfer the scale data to the Contractor. The City will own, operate, maintain and repair the scale, scale house and all associated equipment. The City will have the scale certified at least quarterly by a licensed scale contractor and the certification shall be kept on site. The City shall provide all electricity required for power and lighting of the scale and scale house and all associated equipment. Solid waste shall be stored in an enclosed area and shall meet all storage requirements required by the permit. Any exceptions shall be approved in writing by the City or permitting authority as appropriate.

V. Acceptance of Solid Wastes; Rights of Contractor to Refuse to Accept Solid Wastes.

The Contractor shall, subject to the hereinafter stated rights of refusal, accept, process, store and ship all solid wastes delivered to the solid waste processing facility in Bay 3. The City shall use commercially reasonable efforts to not deliver or cause to be delivered to the solid waste processing facility in Bay 3, solid wastes that do not meet the definitions of solid wastes provided in Exhibit A or that could cause substantial damage or materially affect the operations of the solid waste processing facility. The Contractor shall use commercially reasonable efforts to ensure that the solid waste processing facility in Bay 3 does not become classified as a hazardous or toxic materials storage or processing facility as a result of such material being delivered by the City. The following Exhibit A depicts the definitions from the Revised Ordinances of Honolulu ("ROH"), Chapter 42, with the addition of the definition for Ash from HAR, Chapter 58.1.

EXHIBIT A

***Ash*/Ashes. The residue including any air pollution flue dusts or bottom ash from combustion or incineration of material including solid wastes.**

Recyclable Materials. Include but are not limited to the following discarded materials for which a market exists and which are delivered to a point where they are converted to a material for later manufacture or reprocessing:
(1) ***Aluminum Can.*** A can that is designed and intended to hold a beverage or other substance and is manufactured of aluminum alloy;
(2) ***Battery.*** Any lead acid battery or dry cell battery discarded in the city independent of intended use;
(3) ***Corrugated Cardboard.*** Kraft, jute, or test liner pulp that is made by combining two or more webs of paper and formed or shaped into wrinkles or folds or into alternate

ridges and grooves and discarded by commercial, industrial, and agricultural businesses;
(4) ***Food Waste.*** All animal, vegetable, and beverage waste that attends or results from the storage, preparation, cooking, handling, selling, or serving of food. The term does not mean commercial cooking oil waste or commercial FOG waste;
(5) ***Glass Container.*** Any container that is manufactured from a mixture of silicates, borates, or phosphates;
(6) ***Green Waste.*** Tree branches under 9 inches in diameter, hedge and other plant cuttings, coconut and other palm branches or fronds, vines, and similar materials;
(7) ***Manufactured Compostable Material.*** Any material specifically manufactured to break down in a compost system at the end of its useful life that may be made from paper or plant-based materials, along with other ingredients that provide necessary form and functionality, and that is certified by an appropriate authority, as determined by the department, such as the Biodegradable Product Institute or the Composting Manufacturing Alliance, as meeting the ASTM standard for compostability and that contains no perfluoroalkyl and polyfluoroalkyl substances (PFAS). The term includes but is not limited to items such as bags, food ware, service ware, coffee pods, and food packaging that are so manufactured;
(8) ***Metal Scrap.*** Any metal, in whole or in parts, from buildings, equipment, machinery, and vehicles discarded by commercial, industrial, and agricultural businesses;
(9) ***Newspaper.*** A publication that is printed and distributed and contains news articles, opinions, features, and advertising, and is manufactured of impermanent wood pulp material;
(10) ***Office Paper.*** Computer paper, and white and colored ledger paper, which is discarded by commercial, industrial, and agricultural businesses;
(11) ***Paperboard.*** A sheet of fibrous material made from either virgin wood fiber or recycled paper stock or a combination of these sources;
(12) ***Plastic Container.*** A container that is designed and intended to hold a beverage or food product and is manufactured of polyethylene terephthalate (PET), high-density polyethylene (HDPE), and other synthetic materials;
(13) ***Steel Can*** (also referred to as ***Tin Can*** due to a protective coating of tin)***.*** A can made primarily of steel and manufactured to hold food or other items; and
(14) ***Used Oil.*** A petroleum-based oil, which through use, storage, or handling, has become unsuitable for its original purpose due to the presence of impurities or loss of original properties.

Refuse. Any one or more of the following:
(1) Rubbish, other than recyclable materials as defined in this section, consisting of and including such materials as paper, cardboard, clothes, shoes, bottles, cans, china, glass, grass, hedge cuttings, tree branches under 9 inches in diameter, and any other material of similar character; or
(2) Bulky wastes consisting of such materials as lumber, iron pipes, tree branches over 9 inches in diameter, refrigerators, stoves, radios, television sets, phonographs, bedsteads, bed springs, tables, sofas, chairs, water heaters, sinks, and other similar materials or equipment of a weighty or bulky nature.

Solid Waste. All Refuse, soil, rock, construction debris, demolition debris, and all similar materials.

In the event the City provides the Contractor material other than that defined in Exhibit A, then the City shall be immediately notified of such failure and the Contractor shall stop processing shipping solid wastes. If deemed appropriate by both the City and the Contractor, the Contractor shall continue operations and segregate, secure and store the material until a method to remove the material is determined and agreed upon by the City and the Contractor. The parties acknowledge that any partial or complete shutdown of the solid waste processing facility due to the delivery of materials other than the defined in Exhibit A shall be considered an event of Force Majeure. In the event such non-conforming materials exist, the City will issue a separate procurement for the Contractor to clean up, remove, and dispose of such non-conforming materials and the Contractor will be paid all actual and reasonable costs incurred in the processing, storage, cleanup, removal and disposal of such non-conforming materials, and/or in the declassifying or cleansing of the solid waste processing facility. The Contractor shall not unreasonably refuse any material delivered at other than the normal receiving hours of the solid waste processing facility or delivered during shutdowns of the solid waste processing facility. The City will provide for alternative disposal of non-conforming materials refused by the Contractor at the City's cost via a separate procurement. Material that the City and/or the Contractor documents were wrongfully refused by the Contractor shall be subject to penalties for non-performance. The Contractor and/or the City shall have the right to review such documentation and, if in disagreement, to submit it to ENV's Director for a decision. It is understood and agreed that all material, once accepted by the Contractor at the solid waste processing facility, is the property of the Contractor and that all responsibilities including liability associated with processing, storing, shipping and disposal shall be the Contractor's and not that of the City.

VI. Permits

The Contractor shall obtain all permits and licenses required by law and maintain same in full force and effect throughout the term of this Contract. Contractor shall pay all fees associated with permits and licenses required for the work to be performed under this Contract. The Contractor shall also comply with all federal, state, and municipal laws, ordinances, regulations and permits, including Occupational Safety and Health Administration ("OSHA") and National Institute of Occupational Safety and Health ("NIOSH") requirements, now in force and which may hereafter, during the term of this Contract, be enacted and become effective.

Prior to commencing operations, the Contractor shall submit a fire prevention, control, and management plan and obtain approval from the Honolulu Fire Department. The fire prevention, control, and management plan shall provide design and maintenance of all necessary and appropriate fire control equipment in the solid waste processing facility, which includes, but is not limited to, portable fire extinguishers and fire blankets. It shall also be in accordance with all applicable federal, state, and local laws pertaining to fire code and insurance underwriter requirements.

Within 90 calendar days from the 2nd Notice to Proceed for the installation of the solid waste processing system, the Contractor shall provide to the City three (3) copies of all permits, letters of compliance, certifications, contracts and sub-contracts, environmental assessments and other documents required for the operation of the Contractor's equipment and facilities, which are intended for use in this Contract.

Within 30 calendar days prior to the completion date indicated on the City's 3rd NTP for the acceptance of solid waste for processing, prior to the initial delivery of solid waste to the solid waste processing facility, the Contractor shall provide the City-written certification that all permit requirements have been met. The Contractor shall provide the City with documentation of all subsequent renewals of said permits. Upon the lawful operation of the solid waste processing facility, should the Contractor be unable to renew any existing permit, the Contractor must immediately notify the City. Unless other interim arrangements to operate the solid waste processing facility are made with the appropriate agency, the Contractor shall cease to accept solid waste during the period when it does not have a valid permit. In the event the Contractor is unable to accept solid waste due to lack of permits, the Contractor shall pay the City's cost for the disposal of up to 4,800 tons per week of solid waste otherwise disposed of by the City until all permits are obtained and the solid waste processing facility is able to lawfully accept solid waste.

On an annual basis, the Contractor shall forecast any required or potentially required new permits or modifications of permits for the succeeding 24-month period.

The Contractor shall be responsible for the timely preparation of documents related to securing or maintaining all of the necessary permits from pertinent local, state, and federal agencies, and forwarding the documents to the City, such that the City has a sufficient time for review and comment prior to the due date for submittal to the applicable agency(ies). The Contractor shall incorporate the comments of the City and revise the permit documents as necessary. It is the Contractor's responsibility to submit the revised documents to the permitting agency.

VII. Recordkeeping and Reporting

The Contractor shall maintain and keep proper books, records, and accounts, in which complete and correct entries shall be made of all dealings and transactions relating to this Contract and the solid waste processing facility to the extent required to be maintained and kept under this section. Such records shall be provided to and open to inspection by the City excluding the financial data relating to profits, tax returns, and confidential documents and materials not related to the services provided pursuant to the Contract. The Contractor shall keep records covering the operations of the solid waste processing facility and provide reports as follows:

A. The Contractor shall maintain appropriate records pertaining to the delivery, acceptance, processing, shipping and disposal of solid waste for the duration of the Contract. Each vehicle shall be weighed upon entering the solid waste processing facility for solid waste processing under this Contract. Each transaction shall be electronically recorded and shall provide the following information:
    - Time of the transaction;
    - Vehicle identifications including ownership, place of origin/destination;
    - Vehicle license;
    - Vehicle type;
    - Gross weight;
    - Tare weight; and
    - Net weight.

The same procedure shall be provided for all vehicles leaving the solid waste processing facility with processed solid waste. Documentation with respect to the quantity of solid waste transported and receipt and confirmation of final disposal shall be provided in a similar manner. All records shall be retained for a minimum of three (3) years or for such periods as may be specified by statutory or regulatory requirements, whichever is greater.

B. On or before the 15th day following the end of each calendar month during the term of this Contract, the Contractor shall electronically submit to the City a report summarizing the operations and performance of the solid waste processing facility for each day during the previous month. The data included in such reports shall be sufficiently detailed to facilitate analyses of the operation and performance of the solid waste processing facility and to verify that the solid waste processing facility is operating in compliance with the requirements of this Contract. The report shall describe major items of operations for the previous month including, but not limited to, (1) a summary of tonnages delivered, processed, stored, shipped, rejected, and diverted, and (2) scheduled and unscheduled downtime including a description of maintenance activities during such periods. Such records shall be submitted to the City on appropriate electronic media, clearly identified for the period of operation covered.

VIII. Maintenance and Repair

The City shall maintain in good condition the exterior structural elements of the EMRF Building, i.e., roof, foundations, exterior walls (but not any doors, door frames and interior walls, which are the responsibility of the Contractor), and paved exterior areas, unless such maintenance and repair becomes necessary in whole or in part due to negligent acts of the Contractor or its agents, in which case the Contractor shall reimburse the City for the cost of such maintenance or repair.

The Contractor shall keep and maintain in good, safe condition and repair the solid waste processing system, including all structures, infrastructure, appurtenances and every part thereof, including without limitation:

A. Interior of EMRF Building designated for solid waste processing, including, for example, ancillary structures (e.g., personnel facilities, maintenance shop, inventory storage), any installed below grade equipment, fire and dust suppression systems, fuel storage and dispensing facilities, and drains and drainage control systems.

B. Mechanical, electrical, lighting, heating, ventilating and air conditioning systems.

C. All personal property furnished by the Contractor including vehicles.

The Contractor shall perform periodic maintenance on all equipment, in accordance with applicable manufacturer's specifications and schedules and so as to maintain in force any manufacturer's/vendor's warranties.

The Contractor shall notify the City as soon as possible in the event of damage to the solid waste processing facility and shall repair any damage to any facilities, whether

owned by it or the City, caused by the actions of its employees, subcontractors or other agents.

The Contractor shall be responsible for securing replacement parts (and for maintaining an inventory of spare parts as agreed on with the City) for all equipment and for solid waste processing which it is required to maintain and repair. The cost of all replacement/spare parts for solid waste processing shall be borne by Contractor and shall therefore be included in the compensation provided under the Contract. The cost of all labor required for maintenance and repair performed by Contractor shall be borne by the Contractor and is included in the compensation provided under the Contract.

IX. Solid Waste Processing System Minimum Design and Operational Requirements

The design, processing and operations of the solid waste processing system must conform to the following minimum requirements:

The solid waste processing system shall be within Bay 3 of the EMRF Building and include all necessary solid waste processing equipment, and must be designed and constructed to comply with all applicable federal, state and local regulations and industrial codes, as well as all applicable standards of technical societies or relevant industry associations, either as stated or as is standard in industry practice for solid waste processing for the shipping of waste.

The solid waste processing system must present a working system that is integrated with respect to function, building utility services (e.g., electrical and plumbing), and architectural and structural elements.

The solid waste processing system must use technologies and equipment that have been demonstrated in commercial facilities (or otherwise adequately tested or demonstrated) to be effective, efficient, and reliable, and that yield products meeting market specifications as presented in the Contractor's proposal or as required by markets (e.g., intermediate processors or end users), whichever specifications are more stringent. All designs of the processing areas and equipment shall be in accordance with industry standards (see illustrative list of relevant, applicable standards in Table F-3: Standard Industry Specifications).

(Continued on following page.)

Table F-3: Standard Industry Specifications

The following codes and standards shall be incorporated into the design and construction of the solid waste processing system. Where conflicting requirements exist, the more stringent shall apply. Local and state building and construction codes, where applicable, shall govern.

American Association of State Highway and Transportation Officials (“AASHTO”)
American Concrete Institute (“ACI”)
American Hot Dip Galvanizers Association (“AHDGA”) American Institute of Steel Construction (“AISC”) American Iron and Steel Institute (“AISI”)
American National Standards Institute (“ANSI”) American Petroleum Institute (“API”)
American Society for Testing and Materials (“ASTM”)
American Society of Heating, Refrigeration, and Air Conditioning Engineers (“ASHRAE”)
American Society of Mechanical Engineers (“ASME”) American Welding Society (“AWS”)
BOCA National Building Code
Conveyor Equipment Manufacturers of America (“CEMA”) Institute of Electrical and Electronic Engineers (IEEE) National Electric Code (“NEC”)
National Fire Protection Association Codes (“NFPA”) National Board of Fire Underwriters (“NBFU”) Occupational Safety and Health Administration (“OSHA”) Steel Structures Painting Council (“SSPC”)
Underwriters' Laboratory (“UL”)

Improvements to the solid waste processing facility, if any, shall be constructed in accordance with approved drawings and specifications prepared by the Contractor and stamped by a licensed professional engineer in the State of Hawaii, and the Contractor shall pursue the construction work diligently to completion, complying with all federal, state, and local laws, ordinances, rules, and regulations related thereto.

During the operation of the solid waste processing facility, the City shall assign and designate access routes and parking locations for the Contractor at the EMRF Building for vehicles operated by the Contractor, its employees, or subcontractors, if any. The Contractor shall use the designated routes and parking locations for parking the vehicles used for transporting materials, the vehicles owned by the employees, as well as those vehicles used by visitors or subcontractors. Vehicles that are not part of the operation shall not be parked at the EMRF Building without written permission by the City.

All maintenance and spare-parts storage areas shall be provided with security locks; entry to those areas shall be controlled and only by authorized Contractor’s personnel. The storage areas shall be within the area of the EMRF Building designated for the solid waste processing system.

The operation of the solid waste processing system and processing areas shall be such that paved surfaces are not unreasonably deteriorated due to contact between rolling stock (such as front-end loaders) and attachments (e.g., buckets, roll-off boxes) and the surfaces. The features of the Contractor's design and operation to conform to this standard shall be as described in the Contractor's proposal.

The City will post easily-readable signs at the entrance to the EMRF Building detailing the regulations that must be followed by vehicles entering the EMRF Building, indicating the hours of operation and a local telephone number to call for information or in case of emergency. The Contractor shall maintain and repair these signs. The Contractor shall not post any signs outside of the EMRF Building without the prior written consent of the City.

The Contractor shall design and operate the solid waste processing facility, including sufficient traffic management, such that traffic flow, entering, maneuvering within, and exiting the processing area is orderly and free flowing. Once past the property entrance gate and in the traffic queue at the entrance to the solid waste processing facility, the time required to begin unloading shall not exceed twenty (20) minutes for any vehicle delivering solid waste. Traffic flow shall be according to the flow indicated on the site plan, as approved by the City.

The solid waste processing system shall be designed and operated such that any odors generated on the site are not a nuisance beyond the EMRF Building site boundary. The Contractor shall control odor at the solid waste processing facility by use of odor control equipment and programs.

The solid waste processing system shall be designed and operated such that internal and external dust emissions are no greater than those allowed by applicable federal, state, and local regulations and statutes, and such that off-site impacts are avoided due to nuisance dust generation. The Contractor shall control dust generated by the solid waste processing system by use of installed dust control equipment, mobile or manual dust control methods, or both.

The solid waste processing system shall be designed and operated to minimize and control any litter that may be generated by the operations. Litter includes fugitive materials escaping from processing equipment. The Contractor shall patrol processing areas and collect litter on a daily basis. Fugitive materials and litter collected shall be disposed at a permitted disposal facility.

The solid waste processing system shall be designed and operated such that the level of noise of the operations are in conformance with all applicable federal, state, and local regulations and statutes.

The solid waste processing system shall be designed, installed, and operated such that equipment and operations are in conformance with all applicable federal, state, and local health and safety regulations and standards relevant to occupational and public health and safety.

The solid waste processing system shall be designed and operated to minimize generation of any liquids onto the floor surface and prevent migration from the EMRF Building of any liquids as a consequence of processing. Any such liquids shall be properly collected, stored, and disposed according to their characteristics and the applicable regulations and permit requirements. Any liquids generated as a consequence of processing shall be stored such that they do not become a nuisance.

All lighting shall be in conformance with all applicable federal, state, and local regulations and statutes.

Any proposed modifications of the existing floor surface of the solid waste processing system shall be designed and installed so as to minimize changes to geological substructures. Additionally, any proposed new surfaces or modifications of the existing paved floor, e.g., the installation of foundations to support processing equipment, shall be designed by a qualified, experienced, and registered professional engineer and shall be installed as designed. The installation shall be monitored and observed for conformance to the design and specifications by a qualified and experienced professional.

Explosives shall not be used for demolition or construction at the solid waste processing facility.

If any hazardous materials are used during the installation or operation of any processing equipment, or otherwise, the materials shall be used and managed according to all applicable federal, state, and local environmental laws and regulations and other permits and requirements. Similarly, if any hazardous waste is generated during the installation or operation of equipment, such wastes shall be managed according to applicable regulations, permits, and requirements.

The solid waste processing equipment and system shall be designed, installed, and operated such that spillage of material from processing equipment and dust emissions from processing equipment are minimized, collected, and managed properly. Additionally, floors or surfaces of the solid waste processing system shall be inspected and cleaned daily or more often if necessary to prevent accumulations of spilled materials, litter, and dust and dissemination of spilled materials, litter, and dust away from the point of generation.

The Contractor shall operate the solid waste processing system as necessary to ensure a smooth, continuous operation. The Contractor shall provide uninterrupted service in operating and maintaining the solid waste processing system. The Contractor's contingency plan shall be followed for any outage in excess of 24 hours in any processing area.

The Contractor must ensure that incoming materials, processed materials, and residue are only stored as specified herein or according to the solid waste management permit, whichever is more restrictive. Storage is only acceptable to the extent that satisfactory odor, vector, dust, and fire control measures are employed to minimize nuisance, health, and safety problems, and is only acceptable to the extent allowed by applicable federal, state, and local regulations.

The Contractor shall conduct the operation of the solid waste processing system in such a manner as to ensure that conditions are unfavorable for production of rodents and insects. In the event that rodent and insect activity becomes apparent to the City, supplemental vector control measures shall be initiated by the Contractor, as directed by the City.

The Facility must be maintained in a neat and orderly manner and inspected to remove litter daily, or more frequently if necessary. Storage of equipment or any other materials not related to the operation of the solid waste processing system is not allowed.

The Contractor shall store, handle, use, and dispose of all hazardous materials that are necessary to the operation and maintenance of the solid waste processing system in accordance with federal, state, and local requirements.

The Contractor shall be responsible for the safe control and direction of traffic once it enters the solid waste processing facility. The Contractor shall make optimal use of queuing lanes and unloading spaces and shall operate and store vehicles so as not to impede on-site traffic.

The Contractor shall be responsible for periodic pumping and/or transfer of any collected liquids, and for their transport off-site and proper disposal in accordance with applicable regulations. The Contractor shall be responsible for the cost of pumping, transport, and disposal.

X. Equipment

The Contractor shall provide equipment redundancy and replacement as necessary to ensure a smooth, continuous operation of the solid waste processing system. The Contractor shall be responsible for the operation and maintenance of the equipment.

Within 90 calendar days from contract execution, the Contractor shall submit to the City a final list of the equipment it proposes to use for the solid waste processing system.

Any equipment used to size and reduce (e.g., grind or shred) materials must conform to applicable health and safety regulations and be designed and operated such that airborne projectiles generated by the process are contained and do not pose a health and safety hazard to operating personnel or other persons on the site. Suppression systems must be used to control dust and other emissions from the equipment.

The Contractor shall maintain an equipment inventory and follow the approved Contingency Plan, as necessary, to ensure smooth and continuous service. The Contractor shall possess on-site the necessary electrical and mechanical testing instruments and other equipment to identify and diagnose equipment and processing problems. The Contractor shall possess on-site maintenance equipment to perform routine maintenance and repairs. Such maintenance equipment includes welding equipment and heavy-duty mechanical repair equipment.

The Contractor shall furnish backup, substitute or replacement equipment necessary to continue uninterrupted receipt and processing of solid waste when equipment that is regularly in service is inoperable or otherwise unavailable.

Sufficient rolling (mobile) stock must be provided for the efficient handling of incoming solid waste, processed materials, and residues. Firm and spare equipment shall be provided.

All rolling stock shall comply with all applicable federal, state, and local laws, including: (1) U.S. Department of Transportation: Federal Motor Vehicle Safety Standards; Federal Motor Carrier Safety Regulations; Interstate Motor Carrier Noise Emissions Standards, (2) U.S. Environmental Protection Agency: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, and (3) State of Hawaii and local regulations.

All rolling stock owned or operated by the Contractor that leaves the solid waste processing facility to transport materials or residue shall comply with applicable laws. Such equipment shall be painted in a uniform color scheme approved by the City and shall prominently display a service mark (logo), the design and placement of which are subject to City approval.

The Contractor shall use blade guards and rubber tires on all mobile equipment operated in and around the solid waste processing facility and shall use due care in their operation to avoid damaging the concrete- and asphalt-paved floors and roadways of the solid waste processing system.

All rolling stock loaded with residue for disposal must be parked in an area designated for such storage at the end of the day.

XI. Cleaning and Painting

The Contractor shall maintain the solid waste processing system and equipment used in providing service under this Contract in a safe, clean, neat, and operable condition at all times.

The interior surfaces of the EMRF Building shall be thoroughly cleaned with pressurized hot water at least once per year and one month prior to expiration of the term of this Contract.

Rolling stock shall be kept clean and shall be thoroughly washed on the exterior at least once every two (2) weeks.

All surfaces of the metal interior of the solid waste processing facility occupied by the solid waste processing system shall be repainted or refurbished by the Contractor so that they present an acceptable appearance in the opinion of the City, provided that painting will not be required more often than once every five (5) years. The type of paint, color, and method of application shall be submitted to the City for review and approval prior to commencement of repainting work.

XII. Alterations to Solid Waste Processing System

The Contractor shall not make any alterations to the approved solid waste processing system, facility, or to facilities owned by the City without the City's prior written consent. In order to obtain such consent, the Contractor shall submit plans and specifications, or other form of description as required, to the City prior to commencing any alteration. If the Contractor performs any alteration work prior to receiving the City’s approval, the City may require the Contractor to remove all such work at the Contractor's sole expense and restore the solid waste processing system, solid waste processing facility or facilities to its prior condition.

XIII. Destruction of Premises

If the solid waste processing system is totally or partially destroyed from a risk covered by insurance in effect at the time, the City may elect to direct the Contractor to replace and restore the solid waste processing system to substantially the same condition as it was in immediately before destruction.

If the solid waste processing system is totally or partially destroyed by a risk not covered by insurance then in effect, and the Contractor has provided all insurance coverages as required by this Contract, the City may elect to terminate this Contract or to restore the premises and the solid waste processing system at the City's own cost, such election to be made within a reasonable time after the destruction occurs.

XIV. Staffing

The Contractor shall provide staffing at the solid waste processing system based on, at a minimum, the baseline staffing plan in the Contractor's proposal (completed Proposal Form B-4 Staffing Plan – Baseline Throughput of Appendix F: Contractor's Proposal). The key personnel listed in the Contractor's proposal (completed Proposal Form A-4 Key Personnel Qualifications and Experience of Appendix F: Contractor's Proposal) may not be substituted without the prior written approval of the City.

During regular operating hours, there shall be a solid waste processing system manager or lead worker who is the representative of the Contractor on-site. The City shall be informed of that individual's name.

When the solid waste processing system is operating outside of the regular operating hours, there shall be a night supervisor on-site. If there is more than one employee on-site, one shall be in charge and employees shall be informed as to the chain of command. The Contractor must provide notification to the City representative prior to working outside regular operating hours.

At all other times, there shall be a supervisory employee designated as emergency coordinator who will be on-call. Employees who are on-site (and the City) shall be instructed on how to contact this emergency coordinator.

The Contractor shall provide adequate operational and safety training for all of its employees who are involved in performing operations at the solid waste processing system. All such personnel shall be trained in the identification and proper handling and disposal of hazardous wastes and dangerous waste as described in the Contractor's Health and Safety Plan. The Health and Safety Plan shall be kept current in response to changes in laws and regulations, in operating and maintenance activities and procedures, or both. The training shall comply with the Health and Safety Plan. The Contractor shall comply with the Health and Safety Plan, unless changes thereto are approved by the City.

XV. Recovered Materials

The Contractor shall use its best efforts in marketing and promoting the sale of all recovered materials, which shall include the identification of the highest value uses possible for the recovered materials and obtaining the best possible prices. The Contractor shall be responsible for identification of new markets and markets for hard-to-sell materials.

The Contractor is responsible for producing recovered materials that meet market specifications.

The Contractor is responsible for identifying markets, for establishing sales prices (if any) for recovered materials, and for the sale of the recovered materials.

The Contractor shall furnish to the City copies of any and all marketing agreements, sales invoices/receipts, and any documentation related to the marketing of materials under this Contract. Contractor shall furnish to the City copies of final buy/sell agreements for recovered materials within 10 business days of full execution.

The Contractor is responsible for having recovered materials loaded and transported to markets. Vehicles may be owned or leased by the Contractor, or pick-up may be provided by intermediaries or end use markets.

Vehicles leased or owned by the Contractor must comply with applicable federal, state, and local rules and regulations governing the commercial transportation of goods on public routes. Vehicles owned by the Contractor shall meet fuel efficiency and vehicle emissions standards required by the State of Hawaii or federal regulations, whichever are stricter, as well as other regional planning or regulatory standards, all of which shall be described in Appendix F: Contractor's Proposal.

All of the marketed materials shall be weighed and the weights recorded and reported to the City. The Contractor shall be responsible for billing customers for sale of recovered materials and for collecting payments.

XVI. Solid Waste Processing System Performance Standards and Acceptance Testing

The Contractor must guarantee that the solid waste processing system shall meet the requirements of Appendix A: Scope of Work as minimum guaranteed performance. Reports prepared by the Contractor based on actual performance of the solid waste processing system shall be used to determine the Contractor's compliance with the standards of performance. The Contractor shall be obliged to meet the goals on a monthly basis or other basis as determined solely by the City.

The Contractor shall process materials, recover marketable (or usable) materials on a continuous basis, and develop and maintain markets (or uses) for the total amount of recovered recyclable materials.

After the completion of construction, equipment installation, and shakedown testing, the solid waste processing system must undergo acceptance testing to confirm that the solid waste processing system as constructed and operated meets certain standards of performance (Acceptance Test Performance Standards). An Acceptance Test Plan shall be prepared by a qualified and experienced company selected by the City, based on the Contractor's solid waste processing system design and operating plan. The Contractor shall perform the acceptance testing in the presence of the City, its designated representative or both, and in accordance with the methods and procedures specified in the Acceptance Test Plan.

The Acceptance Test Performance Standards are listed in Table 3-1.1: Acceptance Test Performance Standards. The duration of each Acceptance Test is given Table 3-1.1: Acceptance Test Performance Standards.

For each day of the test period, processing shall be performed within 9.5 continuous hours, including 30 minutes for lunch break and two 15-minute rest breaks. Processing performed by the Contractor during the Acceptance Test shall be according to a set schedule prepared by the Contractor and approved by the City or its designated representative prior to the initiation of the Acceptance Test.

The City at its sole discretion may add other performance standards to those listed in Table 3-1.1: Acceptance Test Performance Standards. Acceptance Test Performance Standards for inclusion in the Acceptance Test as a result of the Contractor's proposal.

If the Contractor fails to satisfy the Acceptance Test Performance Standards during the Acceptance Test, the Contractor must modify the solid waste processing system so that subsequent acceptance testing demonstrates that the Acceptance Test Performance Standards are achieved. All acceptance testing shall be at the Contractor's cost. The solid waste processing system shall not be accepted by the City for commercial operations until the Acceptance Test is passed. If the performance requirements of the Acceptance Test cannot be satisfied, then the Contractor may be subject to liquidated damages as specified in the Contract. If the solid waste processing system fails to satisfy the Acceptance Test Performance Standards, the City may, at its sole discretion, direct materials to another facility for processing until such time as the Acceptance Test is passed.

Table 3-1.1: Acceptance Test Performance Standards

Assumed Basis: 150,000 tons of Ash and 100,000 tons of MSW per year

Operating Conditions	Value	Notes
Operating (Productive) Hours/Day (municipal solid waste) Operating (Productive) Hours/Day (source separated ash)	8.5 24	Monday through Saturday, from 7:00 am to 4:30 pm Monday through Sunday any hour of the day
Days/Week (municipal solid waste) Days/Week (source separated ash)	6 7	

Duration of Acceptance Test and Requirements:

One (1) Week

	Parameter	**Units**	**Value**	**Notes**
1	Mechanical and Manual Processing Rate	Tons/Hour	At least 72	
		Tons/Day	At least 801	
		Number/Week	At least 4,806	
2	Delivery Vehicle Unloading Rate			
		Number/Hour	At least 8	
		Number/Day	At least 66	
		Number/Week	At least 400	

Four (4) Weeks

	Parameter	Units	Value	Notes
1	Mechanical and Manual Processing Rate	Tons/Month	At least 20,800	
2	Delivery Vehicle Unloading Rate	Number/Month	At least 1,600	

The City will especially monitor the Contractor's performance during the Contract for the performance requirements listed in Table 3-1.2: Performance Requirements during the Term of the Contract. Successfully meeting the requirements given in Table 3-1.2: Performance Requirements during the Term of the Contract does not relieve the Contractor of any other of its obligations and requirements under the terms and conditions of the Contract.

Table 3-1.2: Performance Requirements during the Term of the Contract

Performance Parameter	Criteria
Odor Complaints	None in excess of number that triggers a notice of violation from a regulatory agency
Litter	No accumulation from day to day, i.e., daily or more frequent inspections and cleanups (inside and outside buildings)
Noise	None in excess of number that triggers a notice of violation from a regulatory agency
Dust	No excessive concentrations of dust shall be generated in the solid waste processing facility and allowed to be transported beyond the solid waste processing facility's property line
Health and Safety	Unauthorized personnel or animals shall not be allowed into the solid waste processing facility. Legible signs shall be posted at all public entrances. Workers shall wear personal protective equipment in keeping with all applicable health and safety requirements. No OSHA notices of violations more serious than de minimis.
Water Management	Standing water or other liquids shall not be allowed to accumulate in the Solid Waste processing area for more than 24 hours. Heavy metals, pathogens, odorous compounds, etc.
Traffic Queues at Entrance of Solid waste processing system	As specified in the Appendix A: Scope of Work
Maximum Stockpiling of Materials	As specified in Appendix A: Scope of Work

(Continued on following page.)

Reports to be Submitted to the City

Format and layout of reports to be approved by the City sixty (60) days prior to start of contract. The following reporting information is required at a minimum. The City has the discretion to request additional reports and to direct the Contractor to modify format and layout. A reporting year for the City will be January 1st through December 31st.

Monthly Solid Waste Processing Reports

Tonnages based on delivery records
Due Date: 20th of the month for preceding month
Submittal Format: Electronic in Excel (via email)

Content: **Inbound units/tonnage report**
Monthly units/tonnage broken down as follows:

- Type of Material (specific type broken down as follows):
  - xxx
  - yyy
  - Cumulative inbound units/tonnage for year-to-date broken down as above
  -

Outbound tonnage report
Monthly units/tonnage of recovered materials broken down as follows:

- By Type of Material
- By Use/Market of Material

Cumulative outbound units/tonnage of recovered materials for year-to-date broken down as above
Monthly tonnage disposed
Cumulative tonnage of Residue for year-to-date
Final destination location and tonnage

Materials Marketed – based on receipts from sale of materials
Due Date: 20th of the month for preceding month
Submittal Format: Electronic in Excel (via email)
Content: List of all material sales destinations including:

- Company name
- Contact name
- Address
- Phone number

List of all materials marketed during month broken down as follows:

- Company name
- Type of material (including but not limited to refrigerant)
- Tonnage
- Unit price
- Revenue

List of materials marketed cumulatively for year-to-date broken down as above

Annual Solid Waste Processing System Report

Annual Solid Waste Processing System Report is to be provided electronically and in printed form.

Tonnages based on delivery records
Due Date: Last business day in January for previous year
Submittal Format: Electronic in Excel (on CD) and printed

Content: **Inbound units/tonnage report**
Annual unit/tonnage broken down as follows:

- Source of Material (City curbside collection, convenience center collection, etc.)
- Type of Material (specific type broken down as follows):
  - xxx
  - yyy
  -

Outbound unit/tonnage report
Annual tonnage broken down as follows:

- By Type and Grade of Material
- By Use/Market of Material

Monthly tonnage disposed

Summary of operations for previous year including:

- Summary of operational changes made at solid waste processing system
- Summary of repairs and major maintenance at solid waste processing system
- Listing of significant modifications made to physical assets of solid waste processing system and title and identification number of drawing(s) wherein modification(s) are shown
- Listing of permit changes implemented
- Performance parameters (annual)
  - Total processing hours
  - Sorter/segregator productivity (total units or weight divided by total segregation hour)
  - Availability of key pieces of rolling stock
  - Availability of major pieces of fixed processing equipment
- Summary of complaint records
  - Notices of Violation or other complaints
  - Contamination Violation Notices issued

Discussion of future plans (for next 12 months unless specified otherwise):

- Proposed operational changes
- Forecast of required or potentially required new permits or modification of permits for 24-month period
- Equipment placement schedule

XVII. Familiarity with Laws and Ordinances

The Subtitle D Landfill shall be as defined as Title 40 of the Code of Federal Regulations ("CFR") parts 239 through 359. The submission of Appendix F: Contractor's Proposal shall be considered as the representation that the Contractor shall at all times during the term of this Contract, be in compliance with all federal, state and City laws, ordinances, regulations and permits which affect those engaged or employed in the work, or equipment used in the work, or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the Contractor discovers any provisions in the Specifications or Contract documents which are contrary to or inconsistent with any law ordinance, regulation or permit, the Contractor shall immediately report it to the Director of ENV in writing.

APPENDIX B: TERM/SCHEDULE OF WORK

I. Term of the Contract.

The City shall issue three (3) Notices-to-Proceed ("NTPs"). The 1st NTP shall be issued to start the planning and design of the processing, preparation, shipping and transport of solid waste to a mainland Subtitle D landfill. The duration of 1st NTP is 730 calendar days, or otherwise mutually agreed upon between the City and the Contractor through a revised 1st NTP. The 2nd NTP shall be for the installation of the solid waste processing system. The duration of the 2nd NTP is 730 calendar days, or otherwise mutually agreed upon between the City and the Contractor through a revised 2nd NTP, and the 3rd NTP shall be for the acceptance of solid waste for processing as required by this contract to start on March 2, 2031 or otherwise mutually agreed upon between the City and the Contractor through a revised 3rd NTP. The Contractor shall proceed with preparatory work such as: making submittals, obtaining permits, and implementing the equipment upon the issuance of the 1st NTP. No physical work or ordering of materials shall be allowed at the job site until the issuance of the 1st NTP.

The duration of this contact shall be for a 60-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 36-month extension at a time, for an additional period or periods not to exceed a total of 72 months.

Any extension of the contract shall be in writing and approved by the City, is subject to the availability of funds, and will be at the same contract unit price and under the same terms and conditions as specified herein.

Furthermore, if the contract is to be extended at the same price, terms and conditions, the contract may be extended by:

A. Contract amendment;

B. 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

C. Request of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.

(Continued on following page.)

II. Schedule of Work.

Item No. 1 – Planning for the processing, preparation, shipping and transportation of solid waste to a mainland Subtitle D landfill, including Environmental Clearances and Permitting	
Deliverable/Task	**Delivery Date**
Implementation Plan, including project schedule	30 calendar days after Contract effective date
Painting scheme/logo for transport vehicles	120 calendar days after the commencement date of the 1st NTP
Final Equipment List	90 calendar days after the commencement date of the 1st NTP
Health and Safety Plan	60 calendar days after the commencement date of the 1st NTP
Sampling and Analysis Plan	60 calendar days after the commencement date of the 1st NTP
Hazardous Waste Management Program	60 calendar days after the commencement date of the 1st NTP
Fire Prevention, Control, and Management Plan	60 calendar days after the commencement date of the 1st NTP
Contingency Plan	60 calendar days after the commencement date of the 1st NTP
Facility Marketing Capacity Plan	60 calendar days after the commencement date of the 1st NTP
Baseline Capacity Staffing Plan	60 calendar days after the commencement date of the 1st NTP
Final Staffing Plan	10 calendar days after the commencement date of the 1st NTP
Final List of Equipment, including serial numbers	10 calendar days after the commencement date of the 1st NTP
Monthly Project Schedule	10 calendar days after the commencement date of the 1st NTP

Deliverable/Task	**Deadline**
Commencement date of the Contract	Upon execution of the Contract
Submit to the City a final list of the equipment it proposes to use for the solid waste processing system	Within 90 calendar days from the execution date of the Contract
Planning and design of the processing, shipping, and transport of solid waste to a mainland Subtitle D landfill	Upon the commencement date of the 1st NTP and within 730 calendar days, or otherwise mutually agreed upon between the City and the Contractor through a revised 1st NTP
Preparatory work such as: making submittals, obtaining permits, and implementing the equipment	Upon the commencement date of the 1st NTP and within 730 calendar days, or otherwise mutually agreed upon

	between the City and the Contractor through a revised 1st NTP
Submit three (3) copies of all permits, letters of compliance, certifications, contracts and sub-contracts, environmental assessments and other documents required for the operation of the Contractor's equipment and facilities, which are intended for use in this Contract	Upon the commencement date of the 2nd NTP and within 90 calendar days from the 2nd NTP, or otherwise mutually agreed upon between the City and the Contractor through a revised 2nd NTP
Installation of the solid waste processing system	Upon the commencement date of the 2nd NTP and within 730 calendar days, or otherwise mutually agreed upon between the City and the Contractor through a revised 2nd NTP
Provide the City-written certification that all permit requirements have been met	Within 30 calendar days prior to the completion date of the 3rd NTP
Acceptance of solid waste for processing as required by this Contract	Upon the completion date of the 3rd NTP

III. Program-Specific Requirements:

The program must be fully operational and accepting solid waste **no later than March 2, 2031, or otherwise mutually agreed upon between the City and the Contractor through a revised 3rd NTP**.

IV. Mandatory Post-Award/Kick-Off Meeting.

The Contractor shall be required to attend, in person, a mandatory post-award/kick-off meeting. The purpose of the meeting shall be to visit the EMRF Building and review any contract details including, but not limited to scheduling, deadlines, and deliverables.

The post-award/kick-off meeting shall be held at the following location:

Location: ENV Support Facility
ENV Director's Conference Room
91-2060 Franklin D. Roosevelt Avenue, Suite. 210
Kapolei, Hawaii 96707

The date and time of this post-award/kick-off meeting shall be coordinated and mutually agreed upon between the City and the Contractor.

V. Officer-in-Charge.

All approvals by the City shall be approved by the Program Administrator which is the Department of Environmental Services, Refuse Division Program Administrator or authorized representative.

VI. Multi-Term Contract.

The Contact is a multi-term contract subject to the availability of funds in accordance with HAR §3-122-149.

Contract funds are available for only the initial term of the contract, and the contractual obligation of both parties in each fiscal period succeeding the first in subject to the appropriation and availability of funds. The City shall notify the Contractor, on a timely basis, whether or not funds are available for the continuation of the contract for each succeeding fiscal period.

The contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract; however, this does not affect either the City's rights or the contractor's rights under any termination clause of the contract. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed for the unamortized, reasonably incurred, nonrecurring costs.

THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED WITH THE OFFEROR'S PROPOSAL.

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. RFP-ENV-2075309
Shipping of Waste to a Mainland Subtitle D Landfill

Price shall include all actual and implied expenses connected thereto to provide these services as well as all applicable taxes, freight on board final destination shipping fees. A lump sum fee for the planning phase of the contract shall be submitted. For per unit items, the indicated quantity is an annual estimate, based on optimal up time for H-POWER. If H-POWER is not operating optimally, an increase of five (5) tons in Regular Household Trash is anticipated per ton of ash not delivered.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	Planning for the processing, preparation, shipping and transportation of solid waste to a mainland Subtitle D landfill, including Environmental Clearances and Permitting	1	Each	$_____	$_____
2.	Regular Household or Commercial Waste – Includes processing, preparation, shipping and transportation of solid waste to a mainland Subtitle D landfill. The guaranteed mass is 100,000 tons per year.	100,000	Tons	$_____	$_____

3.	Regular Household or Commercial Waste – Includes processing, preparation, shipping and transportation of solid waste to a mainland Subtitle D landfill greater than 100,000 tons per year and less than or equal to 200,000 tons per year.	150,000	Tons	$_____	$_____
4.	Ash – processing, preparation, shipping and transportation of solid waste to a mainland Subtitle D landfill. The guaranteed mass is 150,000 tons per year.	150,000	Tons	$_____	$_____
5.	Ash – processing, preparation, shipping and transportation of solid waste to a mainland Subtitle D landfill greater than 150,000 tons per year and less than or equal to 200,000 tons per year.	175,000	Tons	$_____	$_____
Total Sum Bid (Items 1 through 5, inclusive):				**$_____**	

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 CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in Section 3-122-122 HAR, and submitted pursuant to Section 3-122-125, HAR; either actually or by specific identification in writing to the Officer-in-Charge in support of:

Shipping of Solid Waste to a Mainland Subtitle D landfill

RFP-ENV-2075309

Are accurate, complete, and current as of _____
(Month, Day, Year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the Offeror and the City which are part of this proposal.

Offeror's Legal Business Name:_____

Name of person signing:_____

Title of person signing:_____

_____
(Signature) (Date)

ACKNOWLEDGMENT OF LIQUIDATED DAMAGES PROVISION

Solicitation Number: RFP-ENV-2075309
Project Name: Shipping of Solid Waste to a Mainland Subtitle D landfill

This is to certify that the undersigned understands and agrees to the provisions for Chapter 3.16, Liquidated Damages, of the General Terms and Conditions of the City and County of Honolulu (02/01/2015), and that submittal of our bid constitutes acceptance of the provisions and amount of liquidated damages that may be assessed per calendar day as specified in Appendix D: Special Provisions, Section XV, Liquidated Damages.

_____
Offeror's Legal Business Name

_____
Signature

_____
Print Signature Name and Title

_____
Date

Failure to submit this form with the bid may cause for rejection.

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 (02/01/2015) ("GTC").

A. Indemnity for Willful or Intentional Misconduct

Delete Chapter 2.10 Indemnity of the GTC 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

See Chapter 2.26 Insurance subchapters (a)(1)(A) through (a)(1)(C) of the GTC for insurance requirements.

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 sections of the GTC shall be modified:

1. Delete Chapter 4.5 Payments, section (a) of the GTC 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.

Partial payment for Item No. 1, Planning for the processing, preparation, shipping and transportation of solid waste to a mainland Subtitle D landfill, including Environmental Clearances and Permitting, of Appendix C: Pricing/Certifications will be allowed as work progresses, but only for the actual work performed based on the deliverables presented in Appendix B: Term/Schedule of Work, Section II, Schedule of Work."

2. Delete Chapter 5.4.6 Payment for Delivered Materials or Equipment of the GTC 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 GTC Exhibit L Report of Equipment Purchased with Construction Contracts in its entirety.

II. 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.

III. Placing of Orders.

The City will place orders with the Contractor as needed. The City will initiate work by Delivery Order ("DO"). The Contractor may accept payment by credit card transaction.

IV. 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.

V. Additional Related Services and/or Materials.

During the term of the Contract, the City reserves the right to negotiate with the Contractor for the furnishing of additional related services and/or materials, within the general scope of work should the need be required by the City.

The City and the Contractor shall incorporate the additional related services and/or materials by written amendment to the Contract.

VI. Hawai‘i Bidder/Offeror Preference.

If the Contractor is subject to the Hawai‘i Bidder/Offeror preference and fails to maintain the requirements of a Hawai‘i Bidder/Offeror throughout the entirety of contract, the Contractor shall be subject to a reduction of price equal to the value of the preference applied. The City may also pursue debarment of the Contractor pursuant to Hawai‘i Revised Statutes §103D-702. Any changes in eligibility shall be reported to the Officer-in-Charge.

At any time during the contract, the City may request the Contractor to provide sufficient documentation to the City to demonstrate full compliance with the Hawai‘i Bidder/Offeror preference. The documentation must be provided within the time stated in the request.

VII. Anti-discrimination.

In accordance with Section 1-11 of the Revised Ordinances of Honolulu 2021, as amended, the Contractor shall not engage in discriminatory practices for any work provided under this Agreement. Discriminatory practices are practices that discriminate on the basis of a classification protected by any federal, State, or City law, including retaliation for opposing discrimination or participation in an investigation or proceeding that alleges discrimination.

VIII. Confidentiality.

The information provided to the Contractor is confidential and shall remain confidential and treated as such. The Contractor shall not use the data outside of this contract’s services. The Contractor shall not disclose, under any circumstance, any information to any person who has not been authorized by the City to receive such information.

IX. Damage to Existing Equipment, Utilities, and Structures.

The Contractor shall repair all damages to existing equipment, utilities, and structures caused by the processing, preparation, shipping and transporting of solid waste to a mainland Subtitle D landfill. 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 monies due or that may thereafter become due the Contractor. In case any money due, the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Director.

X. Assumption of Risks.

The Contractor shall assume the risk of any damage, loss or theft of its equipment while in the performance of the contract. The City and all its officers, agents and employees shall not be responsible or liable for such losses, regardless of how or the manner in which such losses are sustained.

XI. Price Adjustment.

Once the program is fully operational and accepting solid waste, the prices for the per unit items in Appendix C: Pricing/Certifications may be adjusted upon the request of the Contractor pursuant to Chapter 3.10 Price Adjustment for Goods and Services Contracts of the GTC. The request shall be subject to this provision and the City's approval.

A. The price adjustment shall be determined against the following approved index. The price adjustment shall only apply to the portion of the contract price affected by the index. The City reserves the right to request cost data to determine the portion of the contract price affected by the index.

Approved Index:	Consumer Price Index for All Urban Consumers (CPI-U), All items in Urban Hawaii, all urban consumers, not seasonally adjusted
Approved Series ID:	CUURS49FSA0,CUUSS49FSA0

The Contractor's price adjustment requests shall be subject to the following conditions:

1. The price adjustment request must be no earlier than the completion date of the City's 3rd Notice to Proceed ("NTP");
2. The price adjustment request must not be within 365 calendar days from a previously approved price adjustment request.
3. The City shall review the request together with all supporting evidence or documentation. The City shall only approve requests that the City finds justifiable.
4. The price adjustment request shall be less than or equal to:

$$x \leq y \times \left[1 + a\left(\frac{b-c}{c}\right)\right]$$

Where:
x = Requested revised contract unit price
y = Current contract price
a = Percentage of current contract price affected by the index.
b = Index price (At time of the request)
c = Index price (At the execution date of the Contract or latest approved price adjustment, whichever is later).

Price adjustments may be made each subsequent year, upon the Contractor's request, and prices shall be adjusted by the ratio of the CPI in effect for the month and year at the beginning of the second year of operations to the CPI in effect for the month and year at the beginning of the first year of operations, and so forth.

B. For the City to consider any other price adjustment requests, the Contractor shall provide sufficient evidence and/or supporting documentation for the City's evaluation of any force majeure event that is outside of the Contractor's control. In its sole discretion, the City reserves the right to approve or reject such price adjustment request(s) in whole or in part. Rejection of such price adjustment request(s) shall in no way relieve the Contractor from its obligation in any way under this Contract. Pricing data shall be an accounting of all costs detailed to a level acceptable to the City, including but not limited to: 1) a breakdown of all direct, indirect labor costs, and all fringes by craft or positions, 2) all material and equipment costs.

XII. Force Majeure.

Except for the City's obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to any events of Force Majeure. "Force Majeure" shall mean any acts, events or conditions beyond the reasonable control of a party and relied upon by such party as justification for nonperformance of any obligation or compliance with any condition required of such party under this Contract, including, but not limited to the following, to the extent same are beyond the reasonable control of the affected party: injunctions; riots; war; fire; flood; explosion; accident; sabotage; acts of God; changes (including changes in interpretation) in any federal, state, City or local laws, regulations, rules or permits (other than changes affecting income taxes payable, including changes in investment tax credits and depreciation allowances) or issuance of judicial or administrative orders whether valid or invalid on the date of the submittal of Appendix F: Contractor's Proposal; lack of fuel; or the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the operation of the solid waste processing facility pursuant to this Contract provided the non-issuance or grant, suspension, revocation or modification of said license, permit or other authorization was not caused by the Contractor's incomplete or untimely submittals, or the Contractor's inability to meet or incorporate conditions required in obtaining and maintaining all approvals and permits for the solid waste processing facility.

XIII. Payments.

Unless otherwise specified, payments to the Contractor shall be made monthly, in arrears, upon receipt of invoice and detailed records of planning efforts completed

and/or solid waste delivery and disposal. The Contractor shall receive payment for each ton disposed of on a monthly basis.

Invoice, original with wet signature, shall be submitted to the following address:

Department of Environmental Services
Environmental Support Facility
Refuse Division
91-2060 Franklin D. Roosevelt Avenue, Suite 204
Kapolei, Hawai‘i 96707

XIV. Contractor’s Representative.

Throughout the period of the Contract, the Contractor shall designate a local representative, who shall be available and have the authority to make normal operating decisions and decisions relevant to this Contract. The Contractor shall furnish the City with the name of its representative prior to commencing operations and shall notify the City if the representative is changed at any time. Any request from the City to the Contractor’s representative shall always constitute a request to the Contractor. The representative shall also serve as the point of contact for dealings and communications with the Contractor. The Contractor’s representative shall be available during the operating hours of the solid waste processing facility. In addition, the Contractor’s representative shall answer the phone to receive complaints and inquiries from the public related to this Contract. All complaints shall be resolved in an expeditious manner or within 24-hours after initial receipt of the complaint.

XV. Liquidated Damages.

When the Contractor is given a notice of delay or nonperformance as specified in Chapter 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 Chapter 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: $73,000.00

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.

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

APPENDIX F: PROPOSAL

THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED WITH THE OFFEROR'S PROPOSAL.

I. Non-Disclosure of Proprietary information.

The City recognizes that a proposal may contain technical, financial, or other information whose public disclosure would cause substantial injury to an Offeror's competitive position. The Offeror should specifically identify those pages of the proposal that contain such information by marking the applicable pages "CONFIDENTIAL" on every copy submitted. The City assumes no liability for disclosure or use of unmarked information for any purpose.

II. Proposal Content.

Offerors shall submit a complete written proposal that includes the sections below. All sections should be addressed in the order listed below and clearly indicate which section the information corresponds to in order to permit a methodical evaluation. Proposals will be evaluated based on the Evaluation Criteria outlined in this solicitation.

Evaluation Criteria	Maximum Points
Cover Letter	
Evaluation Criteria 1 – Experience and Qualifications - Proposal Form A-1 Offeror Information - Proposal Form A-2 Offeror Background and Experience - Proposal Form A-4 Key Personnel Qualifications and Experience - Proposal Form A-5 Structure of Project Team - Proposal Form A-6 Resumes - Proposal Form A-7 Financial Statement and Capacity	30
Evaluation Criteria 2 – Project Approach and Work Plan - Proposal Form A-3a Offeror References – Solid Waste Processing - Proposal Form B-1 Description of Solid Waste Processing – Baseline Throughput - Proposal Form B-2 List of Rolling Stock and Specifications – Baseline Throughput - Proposal Form B-3 Fixed Equipment Specifications – Baseline Throughput - Proposal Form B-4 Staffing Plan – Baseline Throughput - Proposal Form B-5 Implementation Plan and Schedule	30

- Proposal Form B-6 Expansion Processing Capacity - Proposal Form B-7 Maintenance and Repair Plan for Fixed Equipment and Rolling Stock - Proposal Form B-8 Contingency Plan for Maintaining Continuous Processing Capacity - Proposal Form B-9 Environmental Compliance - Proposal Form B-10 Maximum Processing Capacity (Time) - Proposal Form B-11 Summary – Baseline Throughput Year 1	
Evaluation Criteria 3 – Beneficial Reuse and/or Reduction of Tonnage - Already captured in Proposal Form A-2 Offeror Background and Experience	15
Evaluation Criteria 4 – Past Performance - Proposal Form A-3b Offeror References – List of Clients and Facilities - Proposal Form A-8 Pending Litigation	15
Evaluation Criteria 5 – Price - Proposal Form B-12 Capital Costs – Baseline Throughput - Proposal Form B-13 Annual Costs – Baseline Throughput	10
Hawai‘i Bidder/Offeror Preference Certification form, if applicable	
Confirm a Hawai‘i Bidder/Offeror form, if applicable	

A. Cover Letter

- Include the Offeror’s legal name, primary contact information, and a brief summary of the proposal.
- Acknowledge receipt of any addenda to the solicitation.
- Signed by a person authorized to bind the Offeror.

B. Evaluation Criteria 1 – Experience and Qualifications (30 maximum points).

The Offeror shall demonstrate relevant experience and capability, including but not limited to, the following:

- Experience with the successful implementation of a program for processing, preparation, shipping, and final disposal of solid waste;
- Experience working with public sector clients; and
- Qualifications of key personnel assigned to the project.

C. Evaluation Criteria 2 – Project Approach and Work Plan (30 maximum points).

The Offeror shall demonstrate a clear, effective plan for providing the required services, including:

- Implementation plan for program launch no later than March 2, 2031, or otherwise agreed upon date between the City and the Contractor;
    - Offerors shall propose a reasonable timeframe for any planning, design, and construction required to implement the program.
- Method for receiving and transporting solid waste generated on the island of Oahu;
- Method for transporting solid waste;
- Method for preparing solid waste;
- Method for shipping solid waste;
- Location and method for final disposal of solid waste; and
- The reasonableness and clarity of the proposed cost, including:
    - Alignment of pricing with proposed services;
    - Transparency of budget assumptions; and
    - Cost-effectiveness in relation to program objectives.

D. Evaluation Criteria 3 – Beneficial Reuse and/or Reduction of Tonnage (15 maximum points).

The Offeror shall propose permitted methods to remove and/or recycle or reuse materials from received solid waste or reduce the overall solid waste requiring shipping after receipt. The Contractor must include letters of intent from any recipients of recovered material, if applicable.

E. Evaluation Criteria 4 – Past Performance (15 maximum points).

Offerors shall provide a minimum of three (3) and up to five (5) similar projects completed within the past ten (10) years that demonstrate capability to perform the required services, which will be evaluated for responsiveness, reliability, and quality of services provided.

For each project, the Offeror shall include the following information:

- Project name, client organization, and contract number (if applicable);

- Brief description of the scope of services provided, including relevance to this solicitation;
- Contract value, period of performance, and completion status;
- Key personnel involved in the project; and
- Client reference contact information, including name, title, phone number, and email address.

References may be contacted by the City to verify performance. The City reserves the right to use acquired information when evaluating past performance.

F. Evaluation Criteria 5 – Price (10 maximum points).

The Offeror shall submit Appendix C: Pricing/Certifications, which shall identify the pricing per solid waste type and estimated Total Sum Bid to the City.

The points will be allocated in accordance with HAR §3-122-52(d):

(1) The proposal with the lowest cost factor must receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest must have a lower rating for cost; and

(2) The points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

The points for price will be determined using the following formula:

$$\frac{\text{Lowest Total Sum Bid Proposal Price} \times \text{Maximum Points Available for Price}}{\text{Offeror's Proposal Price}} = \text{Offeror's Points for Price}$$

(3) The Hawai‘i Bidder/Offeror preference shall be applied to this solicitation, for evaluation purposes only. Offerors that wish to qualify for the five percent (5%) discount preference shall submit a completed Hawai‘i Offeror Preference Certification Form and Request for Information to Confirm a Hawai‘i Bidder/Offeror Form with its bid/offer. The five percent (5%) discount shall be applied to the Offeror's Total Sum Bid Proposal Price. The preference shall not be applied if all Offerors are Hawai‘i Offerors.

Proposal Form A-1
Offeror Information

Complete the general background information as it relates to the Project Team and all subcontractors. Attach additional pages as necessary for each team member.

Company Name:	
Contact Person:	
Address:	
Telephone:	
Fax:	
Type of entity (corporation, partnership, sole proprietorship, joint venture, etc.):	
Date of incorporation or formation:	
Historical synopsis (including organizational and ownership structure):	
Names of Company Officers:	
• Chief Executive Officer:	
• Chief Financial Officer:	
• Chief Operating Officer:	
Names of principal owners, general partners, or shareholders, if different from Officers:	
Number of years operating experience in materials processing operations:	

Proposal Form A-2
Offeror Background and Experience

Describe the qualifications and experience of each member of the Project Team related to the Project. If the Offeror is comprised of more than one company, describe the qualifications and experience for each company (team member) separately. Include the following information for each Project team member.

1. Brief overview of types of services currently provided by the Offeror.

2. Offeror's history in providing the services required in the RFP. Include number of years involved in the field.

3. Offeror's history in the operation of material processing facilities. Include number of years involved in the field.

4. Offeror's experience in successful implementation of recycling/diversion systems and programs. Include the resulting recycling/diversion rates.

5. Offeror's experience in obtaining required permits from applicable federal, state, and local agencies.

6. Documentation of Offeror's health and safety experience and history of providing materials processing services, including workers' compensation experience modification factor.

7. Other information, as necessary, to substantiate that the Offeror has the capability to access or obtain the expertise needed to manage and operate the solid waste processing system and ship to landfill, and to market recovered commodities, and to transport residue and recovered materials.

Proposal Form A-3a
Offeror References – Solid Waste Processing

Identify and describe up to five (5) of the Offeror's Reference Facilities that it considers to be the best representatives of the technologies and methods that are proposed for the Project. The City desires a description of the Offeror's experience processing solid waste, marketing of processed materials and, reliably processing and recycling on the order of at least 100,000 tons per year for regular household or commercial waste and 150,000 tons per year for ash.

The Reference Facility must have been in successful, full-scale operation for a minimum of one (1) year.

In the table below, indicate the location of the Facility and check the key areas of relevance to the Project.

Location of Facility	Solid Waste Processing	Materials Marketing
1.		
2.		
3.		
4.		
5.		

Complete the form on the following page for each Reference Facility.

Reference Facility No. ____

1. Type of facility	
2. Project team member(s) involved	
3. Facility information	
a) Name and location	
b) Name, address, and telephone number of owner	
c) Design capacity (state units)	
d) Average commercial throughput (state units)	
e) Flexibility capabilities (for design modification, competitive efficiency, upscaling history, etc.)	
f) Date commercial operation began	
g) Years in operation	
h) Current status of Facility	
4. Financial information	
a) Capital cost	
b) Method of financing	
c) Annual operating costs per unit or ton processed	
d) Annual operating costs per ton net of revenues from sale of recovered materials	
5. Offeror's involvement or role in project	
a) Describe role in Facility (e.g., design, construction, operation for xx years)	
b) List key personnel involved in the Facility and their role	
c) References (names, telephone numbers). Provide names of project references who could testify to Offeror's ability to meet performance standards and target budgets, and to work well with government agencies.	
6. Monthly operating data (6 months of data):	
a) Materials processed by type of material (units or tons/month)	
b) Residue, rejects, or bypass (tons/month)	
c) Recovered materials by type of material (tons/month)	
d) Description of markets and revenues obtained for the recovered materials	

Proposal Form A-3b
Offeror References – List of Clients and Facilities

For each Project Team member separately, provide a list of all processing facilities in the State of Hawaii and elsewhere in which the team member has been involved within the last 10 years. For each facility listed, provide a contact name and telephone number.

Project Team Member	Location of Facility	Type of Facility	Nature of Involvement	Contact Name and Affiliation	Telephone Number

Proposal Form A-4
Key Personnel Qualifications and Experience

Indicate the names of the key personnel that will be responsible for the activities and areas of solid waste processing listed below. The City shall have the right to indicate those key project personnel that may not be substituted without prior written permission from the City.

Design		
Permitting and Permit Compliance		
Procurement		
Installation		
Management		
Processing	*Manager:*	*Operations:*
Maintenance	*Supervisor:*	
Administration/Recordkeeping		
Marketing management		

Licensed and Certified Personnel

Name	**Type of License or Certification**	**Expiration Date**

Include copies of licenses/certifications as an attachment to this form.

Proposal Form A-5
Structure of Project Team

Attach to this form an organization chart for the proposed Project Team. Identify the individual who has overall responsibility for the project and who will serve as the Offeror's representative. Include the names and titles of persons responsible for the activities and areas of solid waste processing as specified on Form A-4 Key Personnel Qualifications and Experience and any other major responsibility areas deemed appropriate.

Proposal Form A-6
Resumes

Describe the qualifications and experience of the key personnel related to the activities and areas of solid waste processing as listed in Form A-4 Key Personnel Qualifications and Experience. Resumes should include the following information for each key personnel:

1. Name
2. Role in proposed Project
3. Educational background and training
4. Number of years of experience in related field(s). Describe type of activities most usually undertaken.
5. Experience directly related to role in proposed Project.
6. Relevant and required licenses, certifications, or both

Proposal Form A-7
Financial Statements and Capacity

Attach to this form the two (2) most recent audited annual financial statements and reports for the Offeror and all subcontractors. If the Offeror and/or subcontractor has been in business for less than two (2) years, state this fact and provide financial statements from major shareholders, such as bank and brokerage reports, as available. If the Offeror is a joint venture, include audited financial statements for all members of that joint venture.

If audited annual financial statements and reports are not available for the Offeror and all subcontractors, then attach to this form: 1) the two most recent unaudited annual financial statements, 2) a listing of the names and full contact information of three credit references, and 3) a letter on Offeror's letterhead stating that the Offeror authorizes the City or its designated representative(s) to perform a credit check on the Offeror. If Offeror is a joint venture, include the above three listed items for all members of the joint venture.

If the Offeror is proposing third-party funding of the solid waste processing equipment used for the solid waste processing system, then the Offeror shall include in an attachment to this form a written commitment from a financial institution ensuring that the financial institution will finance the proposed processing system. Such written commitment shall be on the letterhead of the financial institution and signed by an authorized officer.

The Offeror authorizes the City to contact the financial institutions listed below and to use information provided by them to evaluate the responsibility and financial capacity of the Offeror.

1. Banking Reference

   Name of Bank:
   Address:
   Person to Contact:
   Contact Telephone:

2. Surety Reference

   Name of Surety:
   Address:
   Person to Contact:
   Contact Telephone:

3. Insurance References

   A) General Liability

      Name of Insurance Company:
      Address:
      Person to Contact:
      Contact Telephone:

B) Workers' Compensation

Name of Insurance Company:
Address:
Person to Contact:
Contact Telephone:

Proposal Form A-8
Pending Litigation

Please list all civil or criminal legal actions now pending against the Offeror. Please provide (1) the name of the action, (2) the court in which it is pending, (3) the docket number, (4) the amount at issue, and (5) a brief statement of the current status of all criminal actions and all civil actions involving amounts greater than 10 percent of your firm's annual revenue.

If the Offeror is a corporation, please include all actions that are pending that involve as a party a current corporate officer or a person who served as an officer within the last two (2) years, which arise from the officer's activities on behalf of the corporation.

If Offeror is a subsidiary of a "parent" corporation, please include all actions involving the "parent" corporation.

If Offeror is a "parent" corporation with subsidiary corporations, please include all actions involving those subsidiary corporations including all affiliated corporations (i.e. those under common ownership and control by the same parent or ultimate parent corporation.)

If Offeror is a partnership, please include all legal actions involving individual partners, which arose from their activities on behalf of the partnership, not otherwise disclosed in your answer.

If Offeror is a joint venture, please provide the information requested above for each member of the joint venture.

Proposal Form B-1
Description of Solid Waste Processing – Baseline Throughput

Provide the following items describing operations for the solid waste processing system under the Baseline scenario (see table below)[1]:

Processing System	Baseline Capacity (number of units/year)
Solid waste	100,000 tons per year for regular household or commercial waste and 150,000 tons per year for ash

1. A general arrangement drawing showing the various areas and operations including traffic pattern, process operations, storage areas (for incoming materials, finished products, and residue). (The AutoCAD drawing provided in the RFP must be used for this purpose.) The general arrangement must be shown on a printed copy of the drawing; the City prefers receiving an electronic copy as well.)

2. An overview discussion of system design and operations, including traffic management, load checking, any integration among the processing areas, health and safety programs and measures, and other aspects of importance.

3. A detailed discussion of proposed design and operations of the processing system.

4. An overall flow diagram showing key processing operations of the proposed system

5. Description of proposed capital improvements to envelope of the EMRF Building Bay 3, if any, including, but not limited to: modifications to the EMRF Building Bay 3, other structures, ground surfaces (e.g., roadways or processing pads), and utilities. For each area of the Building in which the change will be made, describe the proposed capital improvement and discuss the purpose of the modification. Estimated costs for all capital improvements are to be provided on Form B-14 Capital Costs – Baseline Throughput. (Please describe if any capital improvements to the Solar Building will or may require a permit modification.) Proposed improvements are subject to the City's approval and shall be done by the City.

6. Describe the types, properties, and rates of production of materials recovered for recycling as a result of processing. Describe estimated daily production volume of each type of recyclable material, proposed amount of storage area and storage containers, inside and outside of the EMRF Building Bay 3. Describe the proposed procedures for weighing and accounting for each type of recyclable material and for transporting them to a user or third-party recycling company, and for unloading of the materials.

7. Describe the types, properties, and rates of production of residue as a result of processing. Describe estimated daily production volume of residue, proposed amount of storage area and storage containers, inside and outside of the EMRF Building Bay 3. Describe the proposed procedures for weighing and accounting for residue and for transporting it to a permitted disposal facility.

[1] The completed contents of this form will serve as one basis of permit applications required of and prepared by the successful Offeror under the contract, including a solid waste management permit.

8. A list of fixed equipment (purchased or leased), and their identification numbers corresponding to the detailed arrangement drawing. (This list must correspond to the equipment listed in Form B-14 Capital Costs – Baseline Throughput.)

9. A detailed flow diagram for the proposed operations, including a complete mass balance for Year-1 indicating inputs, outputs, and storage. Indicate materials or residues recovered from this area that would be stored or processed in another area.

Proposal Form B-2
List of Rolling Stock and Specifications – Baseline Throughput

A. List all rolling stock to be purchased as capital equipment or leased. Indicate the percentage of time each piece of rolling stock will be used. (The list of rolling stock must correspond to the list of capital equipment in Form B-14 Capital Costs – Baseline Throughput and the list of leased equipment in Form B-15 Annual Costs – Baseline Throughput). Identify type and number of rolling stock to be used as backup equipment.

Rolling Stock		% of Time			
Type of Equipment	Make and Model	Management/ Supervision	Maintenance	Processing Solid Waste	Other Material Handling

Proposal Form B-2 (continued)
List of Rolling Stock and Specifications Baseline Throughput

B. Complete the form below for each major piece of rolling stock.

Category of equipment (e.g., front end loader)	
Manufacturer and model number	
Material handling capacity (e.g., bucket capacity (cu yd), process capacity (cu yd/hr), or both)	
Engine specifications (i.e., flywheel power, fuel type, fuel efficiency, rpm, displacement)	
Detailed description of safety equipment/systems	
Detailed description of emission control equipment/systems	
Supplier	
Economic life (months)	
Design life (years)	
Delivery time (weeks)	
Shipping weight (lb)	
Suggested spare parts, and estimated replacement frequency (months) [list]:	
1.	
2.	
3.	
4.	
5.	

Proposal Form B-3
Fixed Equipment Specifications – Baseline Throughput

Complete the form below for each major piece of fixed equipment. Indicate the equipment I.D. number corresponding to the detailed arrangement drawing in Proposal Forms B-1.

Solid Waste Processing _____I.D. No. _____

Type of Equipment	
Manufacturer and model number	
Feedstock description	
Max. continuous rating (units or tons/hr)	
Detailed description/specifications of equipment including overall physical dimensions (e.g., screen opening size and screening area, conveyor belt speed and belt width)	
Motor specifications (i.e., type, enclosure, horsepower, rpm, voltage, amperes, phase)	
Detailed description of safety equipment/systems	
Supplier	
Economic life (months)	
Design life (years)	
Delivery time (weeks)	
Shipping weight (lb)	
Suggested spare parts, and estimated replacement frequency (months) [list]:	
1.	
2.	
3.	
4.	
5.	

Proposal Form B-4
Staffing Plan – Baseline Throughput

Provide a proposed staffing plan for the processing. Complete the table below, listing all staff positions.

1. Discuss whether or not current staff will be considered for any of the positions. If not, indicate the positions and the efforts that will be made to recruit new staff.

Labor Category (list by category of personnel)	**No. of FTE**	**Management /Supervision**	**Maintenance**	**Solid Waste Processing**					**Other Operations**	**Other Non-Operations**
Management										
Total										
Supervision/Foremen										
Total										
Administration/Accounting/ Recordkeeping/Clerical										
Total										
Operations (sorters, equipment operators, spotters, etc.)										
Total										
TOTAL										

Proposal Form B-5
Implementation Plan and Schedule

Provide a schedule and implementation plan for the period beginning issuance of the 1st Notice to Proceed ("NTP"), showing tasks, sequence of tasks and time frames, identifying key milestones and critical paths. Indicate key tasks that will require City involvement. Schedule should be presented in weeks and should cover, at a minimum: design, acquisition, permitting (if any), shakedown, acceptance testing, and start of commercial operation. Include, at a minimum, the following deliverables:

Deliverable	**Delivery Date**
Implementation Plan, including project schedule	30 calendar days after Contract effective date
Painting scheme/logo for transport vehicles	120 calendar days after the commencement date of the 1st NTP
Final Equipment List	90 calendar days after the commencement date of the 1st NTP
Health and Safety Plan	60 calendar days after the commencement date of the 1st NTP
Sampling and Analysis Plan	60 calendar days after the commencement date of the 1st NTP
Hazardous Waste Management Program	60 calendar days after the commencement date of the 1st NTP
Fire Prevention, Control, and Management Plan	60 calendar days after the commencement date of the 1st NTP
Contingency Plan	60 calendar days after the commencement date of the 1st NTP
Facility Marketing Capacity Plan	60 calendar days after the commencement date of the 1st NTP
Baseline Capacity Staffing Plan	60 calendar days after the commencement date of the 1st NTP
Final Staffing Plan	10 calendar days after the commencement date of the 1st NTP
Final List of Equipment, including serial numbers	10 calendar days after the commencement date of the 1st NTP
Monthly Project Schedule	10 calendar days after the commencement date of the 1st NTP
Monthly Project Schedule Update	By 10th of month
Major Equipment Specifications	As specified in the Project Schedule proposed in the Implementation Plan
Major Equipment Purchase Orders	Within 15 calendar days of placing orders
Preliminary Design Review (PDR) Materials (including detailed design drawings)	As specified in the Project Schedule proposed in the Implementation Plan
Written Response to PDR	Within 30 calendar days after the PDR
Final Design Review (FDR) Materials (including detailed design drawings)	As specified in the Project Schedule proposed in the Implementation Plan
Written Response to FDR	Within 30 calendar days after FDR

Proposal Form B-6
Expansion Processing Capacity

The City desires the Offeror to describe the manner in which the solid waste processing system could be expanded to process more than the quantities indicated in the table below. Describe the changes to the design, operations, or both that would be implemented to accept and process the throughput for Expansion Level 1. The description should include, at a minimum, additional equipment, changes in operations, personnel, and operating hours (e.g., number of shifts/day, number of days/year). Provide a revised general arrangement drawing if the processing configuration would have to be modified to achieve the expansion level.

Processing System	Expansion Level 1
Solid Waste	Total of 400,000 tons per year of solid waste

Proposal Form B-7
Maintenance and Repair Plan for Fixed Equipment and Rolling Stock

Describe your maintenance plan, which shall include at a minimum:

1. Description of types of repairs and maintenance that will be performed on-site and off-site.
2. Number and types of maintenance personnel.
3. Fixed equipment – Preventative maintenance and unscheduled repair plan, including equipment, supplies, and description of parts inventory.
4. Rolling stock – Preventative maintenance and unscheduled repair plan, including equipment, supplies, and description of parts inventory.
5. Regular inspections of the solid waste processing system and associated EMRF Building Bay 3 physical space for the purpose of identifying items that show signs or evidence of deterioration and wear or of posing a health and safety risk to contractor personnel, the public, or both.
6. Maintaining a log book.
7. Record of significant modifications to the physical, fixed assets of the solid waste processing system or of the associated EMRF Building Bay 3 physical space, and noted and referenced on the appropriate site plan.
8. Reporting to the City.

Proposal Form B-8
Contingency Plan for Maintaining Continuous Processing Capacity

Provide a description of one (1) or more proposed contingency plans in the event of processing outages greater than 24 hours.

Proposal Form B-9
Environmental Compliance

The Offeror shall only propose designs and operations as part of the proposal that: 1) would not require any modification of the existing terms and conditions of the existing environmental permits for the EMRF Building Bay 3 during operation Years 1 and 2 of operation; or 2) would not cause environmental impacts greater than those for which the EMRF Building Bay 3 is currently permitted unless the Offeror discloses and describes the potential or actual greater impacts in this form.

Indicate on the table below if any environmental impact of the Offeror's design and operation of the solid waste processing system, beginning in operation Year 3 and continuing through the term of the Project, would: 1) require any modification of the existing terms and conditions of the EMRF Building Bay 3or site existing permits; or 2) potentially cause environmental impacts greater than those for which the EMRF Building Bay 3 or site is currently permitted. Add rows as necessary. Indicate the Year(s) in which the environmental impact or permit modification would likely occur in your estimation.

Processing System	Significant Environmental Impact		Year	Description of Environmental Impact	Description of Permit Modification Needed
	Yes	No			
Solid Waste					

Proposal Form B-10
Maximum Processing Capacity (Time)

State the maximum hourly and annual number of units or tonnage that can be processed by the processing system by completing the table below. If the maximum number of units or tonnage is greater than the number of units or tonnage indicated in the Expansion column, describe the changes to the design and operations that would need to be implemented to accept and process the throughput. The description should include, at a minimum, additional equipment, changes in operations, personnel, and operating hours (e.g., number of shifts/day, number of days/year). Provide a revised general arrangement drawing if the processing configuration would have to be modified.

Processing System	**Capacity (number of units)**					
	Baseline		**Expansion**		**Proposed Maximum**	
	Per Hour	Per year	Per Hour	Per year	Per Hour	Per year
Solid Waste						

Proposal Form B-11

Summary - Baseline Throughput Year 1

Summarize all costs (in current dollar values at the time of proposal submittal for the first full year of operation (Year 1). Costs presented here should be taken from the forms noted. Calculate the average $/unit for each major cost and revenue item.

A. BASELINE EXPENSES	Source	Annual Cost	Totals	Average $/unit
Capital				
Capital Improvements	Form B-14			
Equipment	Form B-14			
Other Start-up Costs	Form B-14			
Contingency	Form B-14			
Total	Form B-14			
O&M				
Labor	Form B-15			
Operations	Form B-15			
Contingency	Form B-15			
Subtotal Costs				
Profit (___%)	Form B-14,-15			
Total	Form B-15			
Total Baseline Expenses				

B. BASELINE REVENUES	Annual Revenue	Totals	Average $/ton
Sale of Materials (including scrap metals and refrigerant)			
Total			
Other			
Total Baseline Revenues			

NOTE: Proposed costs for Year One of operation may be adjusted annually using the CPI index described in Appendix D: Special Provisions, Section XI, Price Adjustment.

Proposal Form B-12
Capital Costs - Baseline Throughput

Provide a detailed list of all capital cost items to be purchased under the Baseline proposal (this list should correspond to the information provided on Forms B-1 thru B-3). State the cost, amortized annual cost, and year in which the item will be purchased. All costs should be stated in current dollar values at the time of proposal submittal.

				Amortized Cost					
Capital Cost Item	**Cost**	**Amortized Annual Cost**	**Year Purchased**	**Economic Life (years)**	**Yr 1**	**Yr 2**	**Yr 3**	**Yr 4**	**Yr 5**
Capital Improvements									
Subtotal									
Fixed Equipment									
Subtotal									
Rolling Stock									
Subtotal									
Other Start-up Costs									
Subtotal									
Contingency (__%)									
Subtotal									
Profit (___%)									
Total									

Proposal Form B-13
Annual Costs – Baseline Throughput

Provide a detailed list of annual expenses under the Baseline proposal. State the costs in current dollar values at the time of proposal submittal. Labor categories and number of personnel should correspond with the staffing plan in Form B-4. Leased equipment should correspond with information presented in Forms B-1 thru B-3. The following years are years in operation.

LABOR	Num. of FTEs	Annual Salary	Annual Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries (by labor category)								
Subtotal								
Fringe Benefits								
Total								

Leased Equipment				Year 1	Year 2	Year 3	Year 4	Year 5
Total								

Other Operating Expenses				**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Electricity								
Water and Sewer								
Fuel								
Supplies								
Outside Services								
Maintenance								
Taxes								
Insurance								
Engineering and lab services								
Total								

SUMMARY				**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Labor								
Leased Equipment								
O&M								
Subtotal								
Contingency (__%)								
Subtotal								
Profit (___%)								
Total								

CITY AND COUNTY OF HONOLULU

HAWAIʻI BIDDER/OFFEROR
PREFERENCE CERTIFICATION FORM
(AS DEFINED IN HAWAI`I REVISED STATUTES §103D-1001)

I, _____, _____ of
(Name of Authorized Person on behalf of the Bidder/Offeror) (Position Title)

_____ (the "Hawaiʻi Bidder/Offeror"), certify the following
(Hawaiʻi Bidder's/Offeror's Legal Business Name)

under penalty of perjury that:

1. The Hawaiʻi Bidder/Offeror holds a valid commercial place of business located in the State of Hawaiʻi that has been staffed by the Hawaiʻi Bidder/Offeror or an employee of the Hawaiʻi Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals; and

2. The bid or proposal in response to Solicitation No. RFP-ENV-2075309 is submitted under the name under which the Hawaiʻi Bidder/Offeror is authorized to do business in the State of Hawaiʻi; and

3. Not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed in the State of Hawaiʻi; and

4. The Hawaiʻi Bidder/Offeror will maintain these qualifications throughout contract performance; and

5. If the Hawaiʻi Bidder/Offeror is a joint venture, the Hawaiʻi Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs 1, 2, 3, and 4 above.

I hereby certify under penalty of perjury that the above statement is true. Any changes in eligibility shall be reported to the Officer-in-Charge or the contact person identified in the solicitation. I agree to maintain the above qualifications throughout contract performance. I acknowledge that failure to maintain the above qualifications triggers a reduction of price equal to the value of the preference applied and may be cause for debarment of the Hawaiʻi Bidder/Offeror pursuant to Hawaiʻi Revised Statutes §103D-702.

_____ _____
(Signature) (Date)

CITY AND COUNTY OF HONOLULU

REQUEST FOR INFORMATION TO
CONFIRM A HAWAIʻI BIDDER/OFFEROR

I, _____, _____ of
(Name of Authorized Person on behalf of the Bidder/Offeror) (Position Title)

_____ (the "Hawaiʻi Bidder/Offeror"), provide the following
(Hawaiʻi Bidder's/Offeror's Legal Business Name)

information to demonstrate compliance with being a Hawaii Bidder/Offeror:

1. The Hawaiʻi Bidder/Offeror holds a valid commercial place of business located in the State of Hawaiʻi that has been staffed by the Hawaiʻi Bidder/Offeror or an employee of the Hawaiʻi Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals.

    a. Address(es) of Hawaiʻi Bidder/Offeror's staffed location(s) for the last two (2) years (attach a separate sheet if more space is needed):

    _____ _____
    _____ _____
    _____ _____

2. Not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed in the State of Hawaiʻi.

    _____ / _____ = _____%
    (Direct hours to be performed in the State of Hawaii) (Total Direct Labor Hours) (Percentage of Hours)

I hereby certify the above information is true as of the date of this request. I acknowledge that failure to maintain the minimum qualifications of being a Hawaii Bidder/Offeror triggers a reduction of price equal to the value of the preference applied and may be cause for debarment of the Hawaiʻi Bidder/Offeror pursuant to Hawaiʻi Revised Statutes §103D-702.

_____ _____
(Signature) (Date)