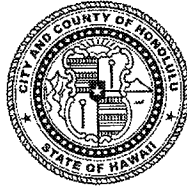


SOLICITATION DOCUMENT NO. RFB-ENV-2051115



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Receive and Process Green Waste into Compost

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

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 14:00 HST

Close Date: November 13, 2026

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

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

OFFERS SUBMITTED VIA EMAIL OR ELECTRONICALLY SHALL BE REJECTED.

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

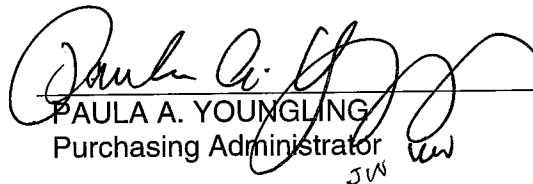

PAULA A. YOUNGLING
Purchasing Administrator
JW uw

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NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawaii Standard Time (HST).

Deadline to Submit Requests for Clarifications/Substitutions: October 30, 2026

Last Day to Issue Addenda: November 6, 2026

DEADLINE FOR OFFERS: November 13, 2026 at 14:00 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. Bid Price(s).

See Chapter 2.6, Price Items, and Chapter 2.7, Applicable Taxes, of the General Instructions. Price shall also include all actual and implied expenses connected thereto to provide these services as specified herein.

B. 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.

C. 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).”

D. 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.”

II. Method of Award.

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

III. 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 with its bid/offer. 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.

IV. Offeror's Qualifications.

Within 10 business days from the City's request, the Offeror shall provide documentation substantiating that the Offeror meets the requirements below. Failure to submit the below documentation may be sufficient cause for rejection of the offer.

A. State of Hawaii Department of Health ("HDOH") Solid Waste Management Permit

The Offeror shall provide documentation substantiating the compliance of their Solid Waste Management Permit with Section 342H-4 of the Hawaii Revised Statutes ("HRS") by DOH for the type of services required under this solicitation.

V. Wages, Hours and Working Conditions of Employees of Contractors Supplying Services.

The provisions of HRS §103-55 shall apply to this solicitation. The City advises the Offeror to incorporate the wage rates provided in Appendix D: Special Provisions in its

offer. The Offeror shall complete the Wages, Hours and Working Conditions Certificate in Appendix C: Pricing/Certifications. The City may reject an offer without a completed Wages, Hours and Working Conditions Certificate.

VI. Hardcopy Offers Only.

Offers submitted via email or electronically shall be rejected. All offers must be signed in ink and submitted to the address specified on the 1st page of this solicitation and by the deadline stated in the Notice to Offerors – Schedule of Events.

VII. 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.

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.



CITY AND COUNTY OF HONOLULU

HAWAI'I 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 "Hawai'i Bidder/Offeror"), certify the following
(Hawai'i Bidder's/Offeror's Legal Business Name)

under penalty of perjury that:

1. The Hawai'i Bidder/Offeror holds a valid commercial place of business located in the State of Hawai'i that has been staffed by the Hawai'i Bidder/Offeror or an employee of the Hawai'i 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. RFB-ENV-2051115 is submitted under the name under which the Hawai'i Bidder/Offeror is authorized to do business in the State of Hawai'i; 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 Hawai'i; and
4. The Hawai'i Bidder/Offeror will maintain these qualifications throughout contract performance; and
5. If the Hawai'i Bidder/Offeror is a joint venture, the Hawai'i 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 Hawai'i Bidder/Offeror pursuant to Hawai'i Revised Statutes §103D-702.

(Signature)

(Date)

NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT

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

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

WITNESSETH THAT:

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

WHEREAS, a solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS") and the related Hawaii Administrative Rules ("HAR"). The CONTRACTOR has been identified as the lowest responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the invitation. The CONTRACTOR [shall/shall not] be subject to the Hawaii Bidder/Offeror Preference requirements stated in Appendix D: Special Provisions; and

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

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

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

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions ("GTC")

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

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

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

Such payments shall be provided from the following funds:

Federal Funds [Dollar Amount]

City Funds [Dollar Amount]

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

APPENDIX A: SCOPE OF WORK

I. Overview.

The Contractor shall furnish all necessary labor, equipment, tools, materials, and all other actual and implied expenses required to receive and process green waste into compost for various City agencies. The Contractor shall process approximately 4,000 tons of green waste delivered by various City agencies into compost. This excludes the Department of Environmental Services ("ENV"), Refuse Division as the City's ENV-Refuse Division has an existing contract to process green waste and manufactured compostable products ("MCM") into compost.

II. Minimum Performance Requirements.

A. Definition of Green Waste

Green waste is organic solid waste as defined by tree branches under 9 inches in diameter, hedged, and plant cuttings, palm and coconut branches, vines, and similar materials per the Revised Ordinances of Honolulu ("ROH") Section 42-1.2.

B. Delivery of Green Waste

1. The Contractor's green waste facility ("Facility") shall receive and accommodate loads of green waste generated within the Island of Oahu from vehicles similar to truck-types presently operated by the City.
2. The Contractor shall expect the green waste to be free of any non-green waste material such as, but not limited to, plastic bags, carpet, metal, garden hose, etc. Any contamination from pre/post processing shall be disposed of in accordance with policies, rules, and regulations at a State of Hawaii-permitted disposal site.
3. City vehicles loaded with green waste shall be weighed utilizing the Contractor's scale prior to unloading. Once the green waste is unloaded, the City vehicle shall scale out and a weight ticket signed by the representative from the City and the representative from the Contractor shall be provided to the City driver and recorded by the Contractor and provided with the invoice for payment.
4. The Contractor shall provide adequate space to permit safe, efficient, and effective unloading and maneuvering of all vehicles from arrival to exit. All vehicles entering the Facility to unload waste material shall not exceed a maximum of 20 minutes under normal operations. The green waste shall be stored in accordance with all permit requirements and conditions.
5. Upon delivery of the green waste, it shall be the Contractor's responsibility to provide all necessary equipment and personnel to process the materials received.
6. The green waste shall become the property of the Contractor upon receipt from the City agency(ies).

C. Compost Requirements

1. The Facility shall produce high quality compost that meets industry quality standards and market demand.
2. The Contractor is responsible for identifying markets and reuse opportunities, establishing sales prices for the compost, and the sale of the compost to customers and end-users.

D. Facility Requirements

1. The Facility shall 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 a green waste facility.
2. The Facility shall have a scale certified at least quarterly by a licensed scale contractor and annually by the State of Hawaii. A copy of all certifications shall be provided to the City's Contract Manager or authorized representative within two (2) business days of certification.

City's Contract Manager: Amber Unabia, Recycling Specialist

Phone Number: (808) 768-3458

Email: amber.unabia@honolulu.gov

Should the scale be off by more than one percent (1%) then the scaled weight shall be adjusted either up or down and any adjustments of payments shall be made retroactively from the previous certification to the current certification.

3. The Contractor shall provide a suitable area entirely within the Contractor's collection facility to unload the City's vehicles and receive green waste. The Contractor's facility must be clear and allow safe access to enter and exit onto public roads.
4. The Facility shall have easily readable signs at the entrance detailing the regulations that must be followed by vehicles entering the Facility. The signs shall indicate the hours of operation and a local telephone number to call for information and in cases of emergency. The Contractor shall be responsible for the maintenance and repair of these signs.
5. The Facility shall provide all necessary and appropriate fire control equipment and fire prevention, control, and management plan.
6. The Contractor shall abide by the State of Hawaii, Department of Agriculture & Biosecurity regulations and best management practices for prevention and mitigation of Coconut Rhinoceros Beetles.
7. Upon reasonable request by the City and upon 36 hours advanced notice, the Contractor shall provide tours of the Facility. Such tours shall not unreasonably

disrupt the Facility's operations. The Contractor shall not be required to conduct such tours more frequently than once per week. The City shall not be charged for labor, overhead, overtime, or any other costs associated with any such tours. The Contractor shall be responsible for providing appropriate personal protection equipment ("PPE") for up to five (5) people per tour.

E. Recordkeeping and Records

1. The Contractor shall keep accurate records of the amount of green waste delivered by the City and the compost produced at the Facility.
2. The Contractor shall maintain detailed records to demonstrate the following quantities:
 - Incoming green waste;
 - Compost produced.

All records shall be prepared using City's sample reports as presented in Appendix A: Scope of Work, Section II(F), Sample Reports, below as a template unless approved by the City's Contract Manager, specified in Appendix A: Scope of Work, Section II(D)(2) above, or authorized representative.

3. Each transaction shall be electronically recorded and shall provide the time of transaction and vehicle identification, including ownership, place of origin/destination, vehicle license, vehicle type, gross weight, tare weight and net weight. 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.
4. On or before the 15th day following the end of each calendar month, the Contractor shall submit to the respective PM of the City agency a hard copy report summarizing the operations and performance of the Facility for each day during the previous month. The data, included in such reports, shall be sufficiently detailed to facilitate analysis of the operation and performance of the Facility and to verify that the Facility is operating in compliance with the requirements herein. The report shall describe major items of operation including, but not limited to, (1) a summary of tonnages delivered, processed, stored, marketed, 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.
5. The recordkeeping logbooks, records, drawings, and reports shall be maintained on the premises of the Facility and made available to the City during business hours upon request.

F. Sample Reports

The following are samples of a monthly and a quarterly Facility report:

Monthly Green Waste Recycling Reports

Tonnages based on Weigh Scale data

Due Date: 15th of the month for preceding month

Submittal Format: Electronic in Excel (via email)

Content: **Inbound tonnage report**

Monthly tonnage broken down as follows:

- Type of Material (specific type broken down as follows):
 - xxx
 - yyy
 - zzz

Cumulative inbound tonnage for year-to-date broken down by the type of materials as above

Outbound tonnage report

Monthly tonnage of recovered materials broken down as follows:

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

Cumulative outbound tonnage of recovered materials for year-to-date broken down as above

Monthly tonnage and type of Contamination disposed

Cumulative tonnage of Contamination for year-to-date

Recycling Calculation

Due Date: 15th of the month for preceding month

Submittal Format: Electronic in Excel (via email)

Content: Summary report of all materials processed at the Facility incorporating:

- Inbound tonnage report

Operations

Due Date: 15th of the month for preceding month

Submittal Format: Electronic in Excel (via email)

Content: Outbound tonnage report

Materials Marketed – based on receipts from sale of materials

Due Date: 15th 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
- Tonnage
- Unit price
- Revenue

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

Due Date:	15 th of the month for preceding month
Submittal Format:	Electronic (via email)
Content:	Discussion of significant issues including those related to: • Design • Operations • Maintenance • Marketing (including types and volume or weight percentage of allowable contamination) • Environmental • Facility Capacity • Presentation of recommended methods of resolution • Performance parameters ○ Total processing hours for processing line(s) ○ Sorter/segregator productivity (total units or weight processed divided by total segregation hours) ○ Availability of key pieces of rolling stock ○ Availability of major pieces of fixed processing equipment • Complaint records ○ Discussion of any Notices of Violation or other complaints received including: ○ Date ○ Source ○ Description of reported violation ○ Resolution Discussion of any Contamination Violation Notices issued including: • Date • Party issued to • Description of reported violation • Resolution Presentation of results from sampling analyses, if any, conducted during previous month including: • Source of material • Timeframe of sampling • Methodology • Results

(Continued on following page.)

Quarterly Green Waste Recycling Reports

Operations

Due Date: January xx, April xx, July xx, October xx for preceding quarter

Submittal Format: Electronic in Excel (via email)

Content: List of all material sales destinations including:

- Report of general maintenance inspections, including any item that requires preventative maintenance or repairs
- Report of facility capacity utilization, including identification of potential Green Waste Recycling Facility users and estimated tonnages

III. Contractor Responsibilities.

A. Permit Maintenance

The Contractor must maintain a Solid Waste Management Permit in accordance with §342H-4 of the Hawaii Administrative Rules by the Hawaii State Department of Health for the type of service required throughout the duration of the contract.

B. Compliance

In the performance of the contract, the Contractor shall comply with all Federal, State, and City regulations.

C. Usage Report

The Contractor shall submit a semi-annual usage report. The report shall include the following information: transaction date, City agency, item purchased, the quantity purchased, and the transaction amount. The report shall be submitted six (6) months and 12 months after the start of the contract to bfs purchasing@honolulu.gov. The email subject line shall include the contract no. and the name of the report (ex. MA-ENV-27XXXXX-Usage Report).

IV. City's Responsibilities.

A. The City shall deliver green waste generated by City agencies, which are part of their operations and maintenance.

B. The City shall provide educational information via pamphlet, mailers, social media, media public service announcement(s), and/or webpage on the proper disposal methods for green waste.

APPENDIX B: TERM/SCHEDULE OF WORK

I. Term of the Contract.

The duration of this contract term shall be for a 12-month period and shall commence upon execution of the contract.

Further, by mutual agreement between the parties hereto, the contract may be extended on a month-to-month or term basis, not to exceed a 12-month extension at a time, for an additional period or periods not to exceed a total of 48 months after the initial contract period.

Furthermore, if the contract is to be extended at the same price(s), 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. A request of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.

II. Contractor's Hours of Operations.

The Contractor shall accept green waste delivered by the City six (6) days a week, Mondays through Saturdays, 7:00 a.m. to 4:30 p.m. HST, including all City holidays except New Year's Day and Christmas Day, at no additional cost to the City, at the Contractor's Facility on the Island of Oahu.

In the event of any emergencies, the City and the Contractor may come to an agreement to accept green waste outside of the aforementioned hours of operation.

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

The Offeror shall not include samples or descriptive literature unless expressly requested. Any unsolicited samples, descriptive literature, or attachments will not be examined or tested, and will not be deemed to vary any of the City's provisions or requirements.

APPENDIX C: PRICING/CERTIFICATIONS

Offeror's Legal Business Name

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

SOLICITATION NO. RFB-ENV-2051115
Receive and Process Green Waste into Compost

The undersigned hereby agrees to complete the specified work herein, at the bid prices quoted below, in strict compliance with this Appendix C, Appendix A: Scope of Work, Appendix B: Term/Schedule of Work, Appendix D: Special Provisions and Appendix E: General Terms and Conditions attached hereto and by reference made a part thereof.

Price shall include all actual and implied expenses connected thereto to provide these services as well as all applicable taxes and shipping fees. The quantity below is based on a 12-month period.

DESCRIPTION	EST QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
Processing of green waste	4,000	Tons	\$	\$

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

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

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

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

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

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

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

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

OR

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

State of Incorporation or Organization: _____

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

☐ Other: _____

Respectfully submitted,

Offeror's Legal Business Name

Signature

Print Name and Title of Above

Business address:
(Street Address) _____

City, State, Zip Code: _____

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

City, State, Zip Code: _____

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

City, State, Zip Code: _____

Business Telephone No: _____

Business Cellular No: _____

Business Fax No.: _____

Business E-Mail Address: _____

Person to Contact if Awarded: _____

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

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

WAGE, HOURS AND WORKING CONDITION CERTIFICATE

To: Director of Budget and Fiscal Services, City and County of Honolulu

Solicitation No: RFB-ENV-2051115

Pursuant to Section 103-55, Hawaii Revised Statutes, and the provisions of Wages, Hours And Working Conditions of Employees of Contractors Supplying Services of the Special Provisions, I hereby certify that if awarded the contract in excess of \$25,000, the services will be performed in accordance with HRS § 103-55, as amended, and the terms of the awarded contract.

The services to be rendered under this Agreement shall be performed by employees paid at the wages or salaries which are not less than the wages or salaries paid to public officers and employees for similar work.

When bidding, the Offeror shall take into consideration that there may be wage increases throughout the duration of the contract. The Offeror should contact the Department of Human Resources, Classification and Pay Division personnel, at telephone number (808) 768-8510 for further information regarding related job classification and equivalent wage payment.

For contract for services performed by laborers and mechanics, I certify that, if awarded the contract in excess of \$25,000, the Contractor or the Contractor's subcontractor(s) shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the Contractor at the time each laborer and mechanic is employed; provided that the Contractor does not have to provide the Contractor's employees the wage rate schedules where there is a collective bargaining agreement.

I further certify that, if awarded the contract in excess of \$25,000, the performance of the services under the contract will fully comply with all applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety.

Offeror's Legal
Business Name:

By:

(Signature)

(Print Name)

Title:

Date:

**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 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, such as scheduling the specified training on a mutually agreed upon date(s), delivery and final acceptance by the POC or authorized designee and 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, such as scheduling the specified training on a mutually agreed upon date(s) between the City and the Contractor."

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. 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.

IV. 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.

V. Placing of Orders.

The City will place orders with the Contractor as needed. The City will initiate work by Delivery Order ("DO").

VI. Payment.

The Contractor shall submit the invoice to the Point-of-Contact ("POC") on the respective DO. When submitting invoices for payment, the Contractor shall reference all DO numbers and invoice receipt numbers for the services performed and include copies of the signed and approved DO and invoice receipt from the POC or an authorized representative along with any other supporting documentation. Such charges shall be listed as a separate line item when invoicing, referencing the appropriate DO and invoice receipt number. Failure to provide the documentation may result in delay and/or rejection of payment for the City.

Invoices shall be submitted in a timely manner, i.e., within five (5) calendar days after the end of each month, unless otherwise directed by the POC or authorized representative.

The invoice shall include the following information:

- Contract number;
 - Master Agreement number; and
 - Delivery Order number.
- Date of service;
- Invoice number;
- City Agency and address;
- Weight ticket;
- Transaction number;
- Truck number;
- Quantity; and
- Total amount.

VII. 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.

VIII. Wages, Hours and Working Conditions of Employees of Contractors Supplying Services.

Pursuant to HRS Section 103-55, the Contractor shall provide the Contract's services in compliance with the following conditions:

Wages. The Contract's services shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. Wages paid to public officers and employees may include the following:

<u>Hourly Rate:</u>	<u>Salary Range:</u>	<u>Class:</u>	<u>Description:</u>
\$26.16	BU 01	BC 02	Laborer I
\$26.90	BU 01	BC 03	Utility Worker I
\$29.09	BU 01	BC 05	Fork Lift Operator
\$30.27	BU 01	BC 06	Truck Driver
\$31.47	BU 01	BC 07	Heavy Truck Driver I
\$18.84	BU 03	SR 08	Scale Attendant
\$32.76	BU 01	BC 08	Heavy Truck Driver II
\$35.07	BU 01	BC 09	Transfer Station Equipment Operator

Required wage rates may increase periodically during the performance of the Contract as determined by the City's Department of Human Resources.

Additional information regarding class specifications and wage rate can be obtained at the Department of Human Resources website. The website address is <https://www11.honolulu.gov/hrjobclass/index3.htm>

Compliance with Labor Laws. The Contractor shall be responsible for complying with all applicable labor laws of the Federal and State governments, including worker's compensation, unemployment compensation, and payment of wages and safety standards.

Failure to comply with all the applicable laws and regulations during the period of the Contract shall result in cancellation of the Contract.

Adjustments to the contract unit price may be permitted by the City when the prevailing wage rate for the State of Hawaii or City civil service workers performing similar work is increased to exceed the wage rate being paid by the Contractor to employees performing similar work under the Contract. In this event, the contract unit price may be

increased, subject to approval by the Director of Budget and Fiscal Services, at a rate not to exceed the percentage difference between the wage rate being paid by the Contractor and the increased prevailing wage rate for the State of Hawaii or City civil service workers performing similar work. The percentage increase is only applicable to that portion of the contract unit price that is allocated to the actual payment of wages.

The Contractor shall be responsible for submitting, in writing, any request for a unit price increase on a timely basis. Requests that are not submitted on a timely basis, as determined by the Director of Budget and Fiscal Services, may not be approved by the City. The City may require the Contractor to furnish all necessary supporting documentation, including payroll records and any other documentation required by the Director of Budget and Fiscal Services.

In the event Section 103-55 of the Hawaii Revised Statutes is repealed or modified so that this section of the statute is no longer applicable to this Contract, this section shall be null and void.

IX. Payroll Affidavits.

If requested by the City, the Contractor shall submit certified copies of payroll documentation to the City for all employees working under this Contract within five (5) working days after receipt of such request. The Contractor shall be responsible for submission of certified copies of payrolls for all approved subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable wage rates determined by the Department of Human Resources and the classifications set forth for each employee conform to the applicable class specifications. The payrolls shall contain the name of each employee, the employee's correct classification, rate of pay, daily and total numbers of hours worked during the pay period on this project as well as hours performed on other projects, deductions made and actual wages paid. Supporting documentation, such as employee time cards, payroll records, and copies of canceled checks to verify that Contractor's employees are being paid the City's prevailing wages for hours worked under this Contract, may be requested by the City. The City reserves the right to conduct employee wage interviews and to require any additional documentation needed to substantiate the Contractor's wage payments.

If the Contractor is found to be in violation of Section 103-55, HRS, and does not correct the violation within thirty (30) calendar days and provide evidence to the City that the violation has been corrected, the City will terminate the Contract.

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.

APPENDIX E: GENERAL TERMS AND CONDITIONS

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

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