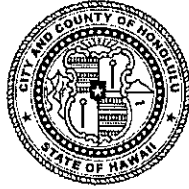


SOLICITATION DOCUMENT NO. RFB-HPD-1982107B



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: **Furnish, Deliver and Provide Mobile Surveillance Trailers**

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

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 14:30 HST

Close Date: November 6, 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.

Questions relating to this solicitation shall be emailed to Jake Maemori at bfspurchasing@honolulu.gov.


PAULA A. YOUNGLING
Purchasing Administrator

pm
lw

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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 28, 2026

Last Day to Issue Addenda: November 2, 2026

DEADLINE FOR OFFERS: 14:30 HST on
November 6, 2026

NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

I. GENERAL INSTRUCTIONS TO OFFERORS FOR THE CITY AND COUNTY OF HONOLULU DATED 02/09/2017

The General Instructions to Offerors for the City and County of Honolulu dated 2/9/2017 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Instructions." Copies may be obtained online at www.honolulu.gov/pur; click on the link titled: "Instructions, Terms & Conditions".

II. METHOD OF AWARD

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

III. 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 question regarding the City's contract form shall be submitted prior to the solicitation's Deadline to Submit Request for Clarifications/Substitutions.

IV. UPDATES TO THE GENERAL INSTRUCTIONS TO OFFERORS DATED 02/09/17

A. Solicitation Addenda.

Section 2.19 Solicitation Addenda (b)(2) of the General Instructions to Offerors dated 02/09/17 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 Section 6.9 Cost Analysis Data of the General Instructions to Offerors dated 02/09/2017 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. Notary Requirement.

Delete Section 8.4(a) of the General Instructions to Offerors dated 02/09/2017 in its entirety and replace with the following:

“(a) Notarization

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

V. REQUESTS FOR SUBSTITUTION/CLARIFICATION

The City encourages Offerors to submit questions, exceptions, clarifications and/or substitution requests. In its sole discretion, the City will determine whether to incorporate such changes to the scope of work and issue any changes via written addenda. The solicitation requirements, including the scope of work, must provide for full and open competition and not be unduly restrictive.

All requests must be received by the City prior to the Deadline to Submit Requests for Clarifications/Substitutions. The City is not obligated to respond to any requests received after the deadline.

VI. BRAND NAME, MODEL NUMBER, AND/OR PACKAGING

The Offeror shall enter the brand name, model number, and/or packaging information in the appropriate fields in Appendix C: Pricing/Certifications.

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

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

VII. 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.

VIII. 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.

IX. HAWAII 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/offers 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.



CITY AND COUNTY OF HONOLULU

HAWAII BIDDER/OFFEROR PREFERENCE CERTIFICATION FORM (AS DEFINED IN HAWAII REVISED STATUTES §103D-1001)

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

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

under penalty of perjury that:

1. The Hawaii Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii that has been staffed by the Hawaii Bidder/Offeror or an employee of the Hawaii 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-HPD-1982107B is submitted under the name under which the Hawaii Bidder/Offeror is authorized to do business in the State of Hawaii; 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 Hawaii; and
4. The Hawaii Bidder/Offeror will maintain these qualifications throughout contract performance; and
5. If the Hawaii Bidder/Offeror is a joint venture, the Hawaii 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 Hawaii Bidder/Offeror pursuant to Hawaii 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; 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, deliver, setup, and maintain Mobile Video Surveillance Trailers at disclosed locations, provide 24 hours a day, seven days a week video monitoring service, and alert 911 of any issues, for a twelve (12) month lease period. The disclosed locations will be determined by the Honolulu Police Department (HPD).

II. TECHNICAL / PERFORMANCE REQUIREMENTS

A. Make / Model

LiveView Technologies D3 Mobile Security Trailer or Approved Substitute.

B. Minimum Specifications

1. Mobile Video Surveillance Trailer

- a. Self-contained and towable on public roads
- b. Minimum Mast Height: Twenty (20) feet (collapsible for transporting)
- c. Camera Coverage: 360-degree field of view at all times provided by panning and/or multiple cameras
- d. Camera Specifications: Capable of delivering high definition/high resolution images
- e. Power: Solar powered, wires shall be tamper resistant and completely covered.
- f. Live Streaming Video: High definition and accessible via standard internet browser
- g. 24/7 Recording Accessible: Continuous (non-motion based) recording in high resolution (minimum 4K) and accessible via standard internet browser. HPD will need to have access to the recordings at any given time.
- h. Video Storage: Cloud based, accessible via

standard internet browser.
Recordings need to be kept for a minimum of two (2) weeks before it overwrites.

- i. Active Deterrents: Includes flood lights, blue strobe lights, and two-way communication
 - j. Anti-Theft Features: Breakaway tongue, lockable doors, GPS tracking
 - k. Additional Required Features: Infrared Capabilities, Motion/Intrusion Detection, Human/Vehicle Detection, Transference of Data
- 2. Contractor shall provide a minimum of three (3) Mobile Video Surveillance Trailers.
- 3. Contractor must provide 24/7 video monitoring service and alert 911 of any issues, to be determined by Officer-in-Charge.
- 4. Contractor shall agree to move the trailer to a different location within 72 hours of HPD's request, at no additional cost to the City.
- 5. Contractor must ensure the trailer unit against vandalism/damage and repair any vandalism/damage within 48 hours of discovery at the Contractor's own expense. Should the repair or any functioning parts (cameras, flood lights, two-way communication, etc.) be inoperable for more than 48 hours, the Contractor shall provide a substitute unit at the location while the original unit is being repaired, at no additional cost to the City.
- 6. Contractor shall agree to allow HPD to mount Automated License Plate Reader (ALPR) cameras on the mast of the trailer. These ALPR cameras have their own independent solar cells as a stand-alone system.
- 7. Contractor, upon HPD's request, must be able to provide a company representative (in-person) for court proceedings and prosecutorial purposes at no additional cost to the City. In the event that HPD is able to catch a suspect utilizing the video obtained from one of the trailers, HPD would need a representative of the company to be able to testify in person as an expert witness that the cameras were working and that the video is a true and accurate depiction of the events on that date/time.

C. Warranty

Contractor must provide a warranty to cover all of the units for the life of the project, at no additional cost to the City.

D. Training

A one time, eight (8) hours maximum training shall be provided by the Contractor to show the equipment features at no additional cost to the City. The Contractor shall coordinate with the Officer-In-Charge (OIC) to schedule the training session. The training location and time shall be provided by the OIC.

APPENDIX B: TERM/SCHEDULE OF WORK

I. TERM OF THE CONTRACT

The term of the contract shall be for a twelve (12) month period beginning on the date specified in the Notice to Proceed (NTP).

Further, by mutual agreement, the contract may be extended on a month-to-month or term basis, not to exceed a twelve (12) month extension at a time, for an additional period or period(s) not to exceed a total of forty-eight (48) months. Any extension shall be in accordance with the same terms and conditions as specified herein, at the same contract unit prices, and subject to the availability of funds.

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

- A. An amendment to the Contract; or
- 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.

II. DELIVERY REQUIREMENTS

Delivery must be made (FOB destination) within ninety (90) calendar days from issuance of the Delivery Order by the City. The Contractor shall schedule the time of delivery and training with the Officer-in-Charge (OIC) or an authorized representative of the OIC.

The Contractor shall ensure that the product delivered is intact, completely assembled, serviced, and in full operational condition upon delivery and installation. The City shall be held free from any and all responsibility, and no incur any additional cost or liability in the event that any part is lost, stolen, or damaged enroute to its designated location or during installation.

III. DELIVERY LOCATION

Initial location for each Mobile Video Surveillance Trailer will be determined by the OIC or an authorized representative of the OIC.

Officer-in-Charge: Albert Moniz or designee
Phone Number: 808-723-3369

**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-HPD-1982107B

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.

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Furnishing of Mobile Video Surveillance Trailer and Video Monitoring Services	3 Trailers	\$ _____ /per Month for 1 Trailer	\$ _____

Mobile Video Surveillance Trailer Make and Model information:

Manufacturer:	
Model:	

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-HPD-1982107B

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: _____
(Signature)

By: _____
(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. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS FOR THE CITY AND COUNTY OF HONOLULU dated 2/1/15

- A. The following sections are not applicable to this AGREEMENT and are deleted in their entirety:

1. Chapter 5 – Construction Contract Provisions Supplement;
2. Exhibits A through G and J through P.

- B. Delete Section 2.10, Indemnity, in its entirety and replace with the following:

“2.10 Indemnity.

The CONTRACTOR shall perform the work as an independent contractor and shall indemnify and hold harmless the CITY, its departments, and all of their officers, employees or agents, from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability 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.”

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

“(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Delivery 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 delivery 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.”

II. NON-EXCLUSIVE RIGHT TO THE LOGO OF THE CITY

All official seals and logotypes of the CITY are the sole property of the CITY and this solicitation or its resulting Contract does not convey any right, title, ownership, license or other interest in the seal or logotype of the CITY agencies to the Offeror or CONTRACTOR.

The CITY authorizes the CONTRACTOR to use the seals or logotypes of the CITY, as provided for in the provisions of this Contract, for the sole purpose of printing or

otherwise reproducing or affixing the seal or logotype of the CITY on the items produced in accordance with the provisions of the Contract.

Upon completion of the Contract, unless otherwise requested by the CITY, the CONTRACTOR shall return all samples or proofs, layouts, and any other template used in the production of the items to the CITY. If requested by the CITY, the CONTRACTOR shall confirm in writing the compliance with these requirements.

III. PLACING OF ORDERS

Orders will be placed with the Contractor and each order will be covered by a Delivery Order (DO) issued by the City.

In the event of a back order or replacement parts are out-of-stock, the Contractor shall notify the City within twenty-four (24) hours from the City's placement of order.

IV. INSURANCE REQUIREMENTS

See Chapter 2.26 of the General Terms and Conditions for the City and County of Honolulu dated 02/01/2015 for the insurance requirements.

V. 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.

VI. 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.

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.

VII. 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.

VIII. 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.

IX. 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.

X. HAWAII BIDDER/OFFEROR PREFERENCE

If the Contractor is subject to the Hawai'i Bidder/Officer preference and fails to maintain the requirements of a Hawai'i Bidder/Officer 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/Officer preference. The documentation must be provided within the time stated in the request.

APPENDIX E: GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the City and County of Honolulu dated 2/1/15

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 2/1/15 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at www.honolulu.gov/pur ; click on the link titled: " Instructions, Terms & Conditions".