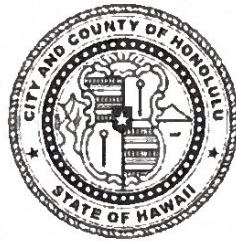


SOLICITATION DOCUMENT NO. RFB-ENV-2082403



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Furnish and Deliver Magnetic Flow Meters

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: October 30, 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.

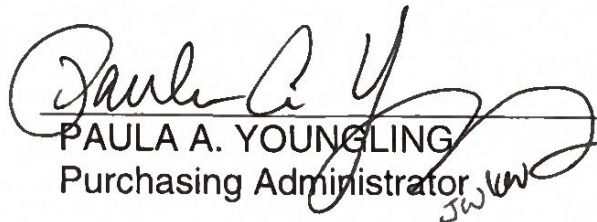

PAULA A. YOUNGLING
Purchasing Administrator

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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 22, 2026

Last Day to Issue Addenda: October 27, 2026

DEADLINE FOR OFFERS: October 30, 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. Delete Section 2.18 of the General Instructions in its entirety and replace in lieu thereof the following:

“2.18 Request for Substitution.

Alternate brands, makes, or methods may be qualified through the submittal of a written request for substitution for review and approval. An alternate brand, make, or method approved for one procurement or project is not to be considered as approved for any other procurement or project. Offeror must submit a written request for substitution no later than the deadline stated in the solicitation documents. Requests received after the deadline will be denied.

The written request must be submitted together with technical brochures which must be marked or be accompanied by a statement of variances. The statement of variances must list all features of the proposed substitution which differ from the solicitation, and must further certify that the substitute has no other variant features. The brochures must include sufficient evidence to enable the City to evaluate each feature listed as a variance. Should an unlisted variance be discovered after installation or delivery of the item, the Contractor must immediately replace the item with the specified item at no cost to the City and without any extension to the contract completion time.

The written substitution request must be submitted in the following format:

SECTION/ITEM	SPECIFIED BRAND	SUBSTITUTE	VARIANCE
--------------	-----------------	------------	----------

If sufficient evidence to make a determination of acceptability of the proposed substitute does not accompany a request for substitution, the request must be denied unless the City allows further evidence to be submitted to qualify the same model and provided that such evidence is submitted prior to the specified deadline unless such period is extended by the City.

Substitution requests not complying with the above requirements will be denied.

Written requests for substitution must be submitted by email to bfspurchasing@honolulu.gov or mailed hardcopy to:

City and County of Honolulu
Budget and Fiscal Services
Purchasing Administrator
530 South King Street, Room 115
Honolulu, Hawaii 96813

All requests for substitution submitted prior to the deadline will be responded to.

(a) Approval of Request for substitution.

The City will publish all products approved for substitution via addendum.

(b) Rejection of a Request for substitution.

The City will provide Offerors who submit a request for substitution that is rejected a letter detailing the rejection and/or post the rejection in an addendum."

C. 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.

D. Brand Name, Model Number, and/or Packaging

Delete Chapter 4.1(d) of the General Instructions 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."

E. 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).”

F. 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.

For this solicitation, the City will consider additive or deductive alternates. The City shall award a contract to the responsive, responsible Offeror with the lowest offer, considering any applicable preferences. The City will determine the lowest offer by adding alternates to, or deducting alternates from, the Total Basic Bid. Alternates, if any are awarded, shall be added or deducted in the order listed in the solicitation. Award of alternates are subject to availability of funding.

III. Brand Name, Model Number, and/or Packaging.

For this solicitation, the brand name, model number, and/or packaging shall be the manufacturer and model information of the magnetic flow meters. The Offeror shall enter the manufacturer and model information in the appropriate fields in Appendix C: Pricing/Certifications.

IV. 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/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.

V. 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.

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. 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
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-ENV-2082403 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.

Furnish and deliver magnetic flow meters, complete as specified herein, for the Department of Environmental Services, City and County of Honolulu ("City"). The magnetic flow meters shall be used to measure the influent wastewater flow through the treatment plant as required by the National Pollutant Discharge Elimination System permit for the Kailua Wastewater Treatment Plant.

II. Technical/Minimum Requirements.

A. Item 1 – 30-inch Magnetic Flow Meter

- | | |
|-----------------------------------|--|
| 1. Manufacturer and Model: | Rosemount 8750W or approved substitute utility magnetic flow meter system. |
| 2. Transmitter Mount: | Remote wall mount |
| 3. Transmitter Power: | Alternating current ("AC") Power Supply (90 to 250 VAC, 50-60 hertz ("Hz")) |
| 4. Transmitter Outputs: | 4-20 mA; Digital Highway Addressable Remote Transducer ("HART"); Scalable pulse |
| 5. Conduit Entries: | 1/2-14 National Pip Thread ("NPT") |
| 6. Sensor Style: | Flanged |
| 7. Electrode Material: | 316 stainless steel |
| 8. Electrode: | Type 2 measurement electrodes – standard |
| 9. Flange Type and Material: | Slip-on, flat-face, carbon steel |
| 10. Flange Rating: | AWWA C207 Class D (Line Size 30" and above) |
| 11. Safety Approvals: | US Approvals, Class I Division 2, Non-incendive and dust for nonflammable fluids |
| 12. Advanced Diagnostics Suite 2: | Smart Meter Verification |
| 13. Transmitter Display: | Local Operator Interface |
| 14. Ground Rings: | Two (2) 316 stainless steel |
| 15. Quality Certificate: | Calibration Certificate per ISO 10474 3.1B/EN 10204 3.1 |

B. Item 2 – 20-inch Magnetic Flow Meter

1. Manufacturer and Model: Rosemount 8750W or approved substitute utility magnetic flow meter system.
2. Transmitter Mount: Remote wall mount
3. Transmitter Power: AC Power Supply (90 to 250 VAC, 50-60 Hz)
4. Transmitter Outputs: 4-20 mA; Digital HART; Scalable pulse
5. Conduit Entries: 1/2-14 NPT
6. Sensor Style: Flanged
7. Electrode Material: 316 stainless steel
8. Electrode: Type 2 measurement electrodes – standard
9. Flange Type and Material: Slip-on, raised-face, carbon steel
10. Flange Rating: ASME B16.5, Class 150
11. Safety Approvals: US Approvals, Class I Division 2, Non-incendive and dust for nonflammable fluids
12. Advanced Diagnostics Suite 2: Smart Meter Verification
13. Transmitter Display: Local Operator Interface
14. Ground Rings: Two (2) 316 stainless steel
15. Quality Certificate: Calibration Certificate per ISO 10474 3.1B/EN 10204 3.1

C. Item 3 – Expedited Shipping for the 30-inch Magnetic Flow Meter

The Contractor shall provide expedited shipping for Item 1 – 30-inch Magnetic Flow Meter. Delivery(ies) shall be within seven (7) calendar days from commencement date of the City's Notice to Proceed and the Contractor is responsible for all coordination with the City's Point-of-Contact.

D. Other Equipment Accessories

Any and all other items, equipment, or components as listed in the manufacturer's specifications as standard equipment, whether specified herein or not, shall be included.

E. Warranty:

The warranty of the magnetic flow meter and its component shall be the manufacturer's standard warranty or a period of one (1) year, whichever is longer.

III. Contractor's Responsibilities.

A. Compatibility

Contractor shall guarantee that the magnetic flow meter(s) furnished and delivered is/are compatible and functions properly. **The magnetic flow meter(s) must be able to be installed without modifications to the existing piping, conduit, wiring, equipment and site.** If the magnetic flow meter(s) does/do not comply with this condition, the Contractor shall be responsible for the replacement of the flow meter(s) at no additional cost to the City.

B. Technical Advice

During the period of the warranty of the magnetic flow meter(s), the Contractor shall, without cost to the City provide all technical advice such as, but not limited to, usage, identification of replacement parts, and so forth.

C. Safety Requirements

The magnetic flow meters shall meet all applicable Federal, Hawaii State, and City safety requirements and regulations.

D. Documents

The Contractor shall supply the following documents with delivery of the magnetic flow meter system:

- Operations Manual
- Service and Maintenance Manual
- Parts List
- Warranty

Each document as specified above shall be provided as one (1) digital source via online (internet), CD or thumb drive, and as one (1) hard copy, printed and bounded manual.

APPENDIX B: TERM/SCHEDULE OF WORK

I. Delivery.

- A. For any expedited delivery(ies) of Item 1 – 30-inch Magnetic Flow Meter shall be delivered and received within seven (7) calendar days from the commencement date indicated on the City-issued NTP. For any standard delivery(ies), all magnetic flow meters shall be delivered and received within 80 calendar days from the commencement date indicated on the City-issued Notice to Proceed (“NTP”) and unless otherwise extended by:
1. Written amendment agreed upon by both parties;
 2. 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
 3. Request of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.
- B. The magnetic flow meters as specified herein shall be delivered freight on board (“FOB”) final destination to the address listed below. At the final destination, the Contractor shall be responsible for the delivery to a reasonable location as directed by the authorized City representative(s) and at no additional cost to the City.

City and County of Honolulu
Department of Environmental Services
Kailua Wastewater Treatment Plant
Building 15
95 Kaneohe Bay Drive
Kailua, Hawaii 96734

Point-of-Contact (“POC”): Mr. Herman Ellis
Phone No.: (808) 768-5930
Email: hellis1@honolulu.gov

- The Contractor is responsible for any repairs and/or replacement of components, parts, and accessories that are damaged, defective, lost or stolen until the completed magnetic flow meter(s) is/are delivered to the designated City facility listed herein and the City acknowledges receipt and acceptance.
- Upon receipt of the magnetic flow meter(s), completed as specified herein, the POC reserves the right to reject and return the damaged or defective magnetic flow meter(s) at the Contractor’s expense.
- Contractor shall coordinate with the POC prior to final destination delivery.
- Contractor shall notify POC of any delays and/or backorders prior to shipment of the flow meter(s).

**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-2082403
Furnish and Deliver Magnetic Flow Meters

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.

Unit Price shall be inclusive of all applicable taxes and freight-on-board ("FOB") final destination shipping fees.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	30-inch Magnetic Flow Meter	2	Each	\$ _____	\$ _____
Manufacturer: _____					
Model: _____					
2	20-inch Magnetic Flow Meter	1	Each	\$ _____	\$ _____
Manufacturer: _____					
Model: _____					

TOTAL BASIC BID
(Sum of Items 1 and 2, inclusive) \$ _____

ADDITIVE ALTERNATES

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
A1	Expedited Shipping for the 30-inch Magnetic Flow Meter	2	Each	\$ _____	\$ _____
TOTAL BASIC BID PLUS ITEM A1 (Sum of Items 1, 2, and A1, inclusive) \$ _____					

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

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

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

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

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

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

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

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

OR

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

State of Incorporation or Organization: _____

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

☐ Other: _____

Respectfully submitted,

Offeror's Legal Business Name

Signature

Print Name and Title of Above

Business address:
(Street Address)

City, State, Zip Code:

Business mailing address:
(If other than address above)

City, State, Zip Code:

Payment mailing address:
(If other than address above)

City, State, Zip Code:

Business Telephone No:

Business Cellular No:

Business Fax No.:

Business E-Mail Address:

Person to Contact if Awarded:

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

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

**CERTIFICATE OF ACCEPTANCE
OF SOLICITATION REQUIREMENTS**

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

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

Offeror's Legal
Business Name: _____

Signature: _____

Title: _____

Date: _____

END OF APPENDIX C.

APPENDIX D: SPECIAL PROVISIONS

I. General Terms and Conditions (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

Chapter 2.26 Insurance of the GTC shall be deleted in its entirety.

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

The City will not require the use of Exhibit L: Report of Equipment Purchased with Consultant or Construction Contracts form. As a result, the following 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. Purchase Option.

Upon mutual agreement, the City reserves the right to exercise a purchase option under the following conditions:

- A. The City must exercise the purchase option within 180 calendar days after the execution date of the Contract
- B. The purchase option's quantity shall not exceed the quantity established in Appendix C: Pricing/Certifications.
- C. The purchase operation shall be under the same terms and conditions and at the same contract unit price(s) established for the purchase option.

V. Hawai'i Bidder/Offeree Preference.

If the Contractor is subject to the Hawai'i Bidder/Offeree preference and fails to maintain the requirements of a Hawai'i Bidder/Offeree 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/Offeree 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 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".