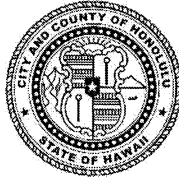


SOLICITATION DOCUMENT NO. RFB-DFM-1801804B



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Furnish and Deliver Street Light Poles & Transformer Bases

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

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 14:00 HST

Close Date: November 4, 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 Aljay Fernandez at bfspurchasing@honolulu.gov.


PAULA A. YOUNGLING
Purchasing Administrator
AF x 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 26, 2026

Last Day to Issue Addenda: October 28, 2026

DEADLINE FOR OFFERS: 14:00 HST on
November 4, 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 02/09/2017 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Instructions." Copies may be obtained online at www.honolulu.gov/pur; click on the link titled: " Instructions, Terms & Conditions".

II. Method of Award.

The City shall award a contract to the responsive, responsible Offeror with the lowest Total Sum Bid. The City will only consider an offer with pricing on all items listed. 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 questions regarding the City's contract form shall be submitted prior to the solicitation's Deadline to Submit Requests for Clarifications/Substitutions.

IV. General Instructions to Offerors dated 02/09/17 – Solicitation Addenda

Section 2.19 Solicitation Addenda (b)(2) of the General Instructions to Offerors dated 02/09/17 is deleted in its entirety.

V. 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)."

VI. Bid Prices.

Bid prices shall include all necessary labor, travel, equipment, tools and materials, to perform the services as specified herein and shall include all applicable taxes.

VII. HCE Compliance.

To be considered for award, the Offeror must comply with applicable laws including Federal and Hawaii State tax, labor, and business registration requirements. To ensure compliance, the City recommends that the Offeror register with the State of Hawaii Compliance Express System (<http://vendors.ehawaii.gov>).

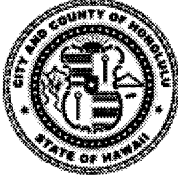
VIII. Hawai'i Bidder/Offeror Preference.

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 (**Attachment A**), 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.



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-DFM-1801804B 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; 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:

To furnish and deliver Street Light Standards and Transformer Bases for a twelve (12) month period on an as needed basis as described herein. This Agreement must be used by the Department of Facility Maintenance (DFM), Public Building and Electrical Maintenance (PBEM) Division.

This service as specified herein must include all of the necessary labor, equipment, materials, tools, supplies, and appurtenances to provide the Street Light Standards and Transformer Bases.

II. Technical/Performance Requirements:

A. Item No. 1: Type "A", Street Light Standard, 25' Maximum Round Tapered Steel with 4' Maximum Simplex Mast Arm, Base Cover and Pole Cap

1. Model:

Valmont DS30-800A250-4S-GV-SFBC-Less Anchor Bolts (LAB) or an approved substitute.

The standard shall be an assembly of shaft, simplex mast arm, pole cap, and base cover in separate pieces. The entire standard shall be hot-dipped galvanized after fabrication. Standard shall be capable of withstanding 100 mph winds with 1.3 gust factor. All attachment hardware shall be made of stainless steel. No transformer base or anchor bolts to be included. Reference the City and County of Honolulu Standard Detail (Exhibit A) No. A-120 herein attached.

2. Shaft:

- a. Formed from mill steel, meeting American Society for Testing and Materials (ASTM) A-245-64 "C" Specifications. Avoid severe cold working. One-piece construction with full length longitudinal high-frequency electric resistance weld.
- b. Must be continuously welded to base plate, inside and out, in accordance with American Welding Society (AWS) D1.1-94. Shall have round cross-section, be continuously tapering in diameter, 0.140/0.138 inches per foot. Base diameter of 8"; top diameter of 3.8". Minimum wall thickness after fabrication and before galvanizing shall be 11-gauge, for 33,000 psi steel (yield strength minimum).

- c. Mounting height must be 25' Maximum with a mast arm of 4' Maximum. Mast arm to be made from 2 inch schedule 40 pipe (2.38" O.D.) with minimum yield strength of 36,000 psi. Mast arm to attach to shaft via a single-bolt simplex design, utilizing a 0.50"-13 Unified Coarse (UNC) x 0.75" long hex-head hub bolt; bolt to be stainless steel or hot-dipped galvanized steel. Rise of arm to be 24" to 28" high.
 - d. No handhole. Provision for grounding to be made at base plate with 0.50" nut holder.
- 3. Base Plate:
 - a. To be fabricated from structural quality hot-rolled carbon steel plate conforming to American Society for Testing and Materials (ASTM) A36. Base plate telescopes the pole shaft and is circumferentially welded top and bottom in accordance with American Welding Society (AWS) D1.1-94. Plate to be a minimum of 1" thick, 12" square with 11.50" diameter bolt circle, 2" radius corners. Four (4) slotted holes, 1.25" x 2", to accommodate four (4) each 1" diameter bolts meeting National Electrical Manufacturers' Association – Edison Electric Institute (NEMA-EEI) Specifications.
- 4. Base Cover:
 - a. Full base cover, two-piece, fabricated from 14-gauge commercial grade drawing quality steel. Each section of the base cover shall be fabricated from a single piece of steel with no welds, edges to be rounded. Hot dipped galvanized after fabrication.
 - b. Cover is secured together with two (2) non-rotatable stainless-steel clips (12-gauge minimum) and four (4) 0.25"-20 Unified Course (UNC) x 1" long stainless-steel hex pin-in-head screws.
- 5. Pole Cap:
 - a. Cast rounded or ball-shaped removable pole cap to be held in place with three (3) stainless steel set screws.
- 6. Light Fixtures:
 - a. Any products regarding the light fixtures shall not be included in the bid.

7. Finish:

- a. Entire standard to be hot-dipped galvanized after fabrication per American Society for Testing and Materials (ASTM) A123. Standard shall be free of burrs and rough edges. Standard shall be free of white rust. **No double dipping shall be allowed.**

B. Item No. 2: Type "A", Street Light Standard, 30' Maximum Round Tapered Steel with 8' Maximum Simplex Mast Arm, Base Cover and Pole Cap

1. Model:

Valmont DS30-800A300-8S-GV-SFBC-Less Anchor Bolts (LAB) or an approved substitute.

The standard shall be an assembly of shaft, simplex mast arm, pole cap, and base cover in separate pieces. The entire standard shall be hot-dipped galvanized after fabrication. Standard shall be capable of withstanding 100 mph winds with 1.3 gust factor. All attachment hardware shall be made of stainless steel. No transformer base or anchor bolts to be included. Reference City and County of Honolulu Standard Detail (Exhibit A) No. A-120.

2. Shaft:

- a. Formed from mill steel, meeting American Society for Testing and Materials (ASTM) A-245-64 "C" Specifications. Avoid severe cold working. One-piece construction with full length longitudinal high-frequency electric resistance weld.
- b. Must be continuously welded to base plate, inside and out, in accordance with American Welding Society (AWS) D1.1-94. Shall have round cross-section, be continuously tapering in diameter, 0.140/0.138 inches per foot. Base diameter of 8"; top diameter of 3.8". Minimum wall thickness after fabrication and before galvanizing shall be 11-gauge, for 33,000 psi steel (yield strength minimum).
- c. Mounting height must be 30' Maximum with a mast arm of 8' Maximum. Mast arm to be made from 2 inch schedule 40 pipe (2.38" O.D.) with minimum yield strength of 36,000 psi. Mast arm to attach to shaft via a single-bolt simplex design, utilizing a 0.50"-13 Unified Course (UNC) x 0.75" long hex-head hub bolt; bolt to be stainless steel or hot-dipped galvanized steel. Rise of arm to be 24" to 28" high.
- d. No handhole. Provision for grounding to be made at base plate with 0.50" nut holder.

3. Base Plate:

- a. To be fabricated from structural quality hot-rolled carbon steel plate conforming to American Society for Testing and Materials (ASTM) A36. Base plate telescopes the pole shaft and is circumferentially welded top and bottom in accordance with American Welding Society (AWS) D1.1-94. Plate to be a minimum of 1" thick, 12" square with 11.50" diameter bolt circle, 2" radius corners. Four (4) slotted holes, 1.25" x 2", to accommodate four (4) each 1" diameter bolts meeting National Electrical Manufacturers' Association-Edison Electric Institute (NEMA-EEI) Specifications.

4. Base Cover:

- a. Full base cover, 2-piece, fabricated from 14-gauge commercial grade drawing quality steel. Each section of the base cover shall be fabricated from a single piece of steel with no welds; edges to be rounded. Hot dipped galvanized after fabrication.
- b. Cover is secured together with two (2) non-rotatable stainless steel clips (12-gauge minimum) and four (4) 0.25"-20 Unified Course (UNC) x 1" long stainless steel hex pin-in-head screws.

5. Pole Cap:

- a. Cast rounded or ball-shaped removable pole cap to be held in place with three (3) stainless steel set screws.

6. Light Fixtures:

- a. Any products regarding the light fixtures shall not be included in the bid.

7. Finish:

- a. Entire standard to be hot-dipped galvanized after fabrication per American Society for Testing and Materials (ASTM) A123. Standard shall be free of burrs and rough edges. Standard shall be free of white rust. **No double dipping will be allowed.**

C. Item No. 3: Type "E", Street Light Standard, 25' Maximum Round Tapered Steel with 4' Maximum Simplex Mast Arm, Handhole, Handhole Cover, Base Cover, and Pole Cap

1. Model:

Valmont DS30-800A250-4S-GV-HH-SFBC-Less Anchor Bolts (LAB) or an approved substitute.

The standard shall be an assembly of shaft, simplex mast arm, pole cap, handhole, handhole cover and base cover in separate pieces. The entire standard shall be hot-dipped galvanized after fabrication. Standard shall be capable of withstanding 100 mph winds with 1.3 gust factor. All attachment hardware shall be made of stainless steel. No transformer base or anchor bolts to be included. Reference City and County of Honolulu Standard Detail (Exhibit A) No. A-124 (Handhole & Handhole cover see drawing A-124 details A, B & C).

2. Shaft:

- a. Formed from mill steel, meeting American Society for Testing and Materials (ASTM) A-245-64 "C" Specifications. Avoid severe cold working. One-piece construction with full length longitudinal high-frequency electric resistance weld.
- b. Must be continuously welded to base plate, inside and out, in accordance with American Welding Society (AWS) D1.1-94. Shall have round cross-section, be continuously tapering in diameter, 0.140/0.138 inches per foot. Base diameter of 8"; top diameter of 3.8". Minimum wall thickness after fabrication and before galvanizing shall be 11-gauge, for 33,000 psi steel (yield strength minimum).
- c. Mounting height must be 25' Maximum with a mast arm of 4' Maximum. Mast arm to be made from 2 inch schedule 40 pipe (2.38" O.D.) with minimum yield strength of 36,000 psi. Mast arm to attach to shaft via a single-bolt simplex design, utilizing a 0.50"-13 Unified Course (UNC) x 0.75" long hex-head hub bolt; bolt to be stainless steel or hot-dipped galvanized steel. Rise of arm to be 24" to 28" high.
- d. 4" x 6-1/2" (minimum) handhole on shaft as specified in City and County of Honolulu, Standard Detail (Exhibit A) No. A-124 (Handhole & Handhole cover see drawing A-124 details A, B & C). Handhole cover assembly to consist of a 0.25" thick steel attachment bar, 12-gauge H.R.M.S. steel cover and a 0.25" – 20 Unified Course (UNC) x 2" allen type 0.16" stainless steel machine screw.

Handhole rim formed from 6" black pipe and to be continuously welded into the pole shaft. Handhole located 1'-6" above the base and 180 degrees clockwise with respect to the luminaire arm when viewed from the top of the pole.

A nut holder is provided near the handhole and includes a 0.5"-13 Unified Course (UNC) x 0.75" cap screw and flat washer, 0.50" - 13 Unified Course (UNC) square nut, and 0.50" nut holder for grounding. Holder to be continuously welded on both sides to handhole rim.

3. Base Plate:

- a. To be fabricated from structural quality hot-rolled carbon steel plate conforming to American Society for Testing and Materials (ASTM) A36. Base plate telescopes the pole shaft and is circumferentially welded top and bottom in accordance with American Welding Society (AWS) D1.1-94. Plate to be a minimum of 1" thick, 12" square with 11.50" diameter bolt circle, 2" radius corners. Four (4) slotted holes, 1.25" x 2", to accommodate four (4) each 1" diameter bolts meeting National Electrical Manufacturers' Association – Edison Electric Institute (NEMA-EE1) Specifications.

4. Base Cover:

- a. Full base cover, 2-piece, fabricated from 14-gauge commercial grade drawing quality steel. Each section of the base cover shall be fabricated from a single piece of steel with no welds; edges to be rounded. Hot dipped galvanized after fabrication.
- b. Cover is secured together with two (2) non-rotatable stainless-steel clips (12-gauge minimum) and four (4) 0.25"-20 Unified Course (UNC) x 1" long stainless-steel hex pin-in-head screws.

5. Pole Cap:

- a. Cast rounded or ball-shaped removable pole cap to be held in place with three (3) stainless steel set screws.

6. Light Fixtures:

- a. Any products regarding the light fixtures shall not be included in the bid.

7. Finish:

- a. Entire standard to be hot-dipped galvanized after fabrication per American Society for Testing and Materials (ASTM) A123. Standard shall be free of burrs and rough edges. Standard shall be free of white rust. **No double dipping will be allowed.**

D. Item No. 4: Type "E" Street Light Standard, 30' Maximum Round Tapered Steel Pole with 6' Maximum Simplex Mast Arm, Handhole, Handhole Cover, Base Cover, and Pole Cap

1. Model:

Valmont DS30-800A300-6S-GV-HH-SFBC-Less Anchor Bolts (LAB) or an approved substitute.

The standard shall be an assembly of shaft, simplex mast arm, pole cap, handhole, handhole cover and base cover in separate pieces. The entire standard shall be hot-dipped galvanized after fabrication. Standard shall be capable of withstanding 100 mph winds with 1.3 gust factor. All attachment hardware shall be made of stainless steel. No transformer base or anchor bolts to be included. Reference City and County of Honolulu Standard Detail (Exhibit A) No. A-124 (Handhole & Handhole cover see drawing A-124 details A, B & C).

2. Shaft:

- a. Formed from mill steel, meeting American Society for Testing and Materials (ASTM) A-245-64 "C" Specifications. Avoid severe cold working. One-piece construction with full length longitudinal high-frequency electric resistance weld.
- b. Must be continuously welded to base plate, inside and out, in accordance with American Welding Society (AWS) D1.1-94. Shall have round cross-section, be continuously tapering in diameter 0.140/0.138 inches per foot. Base diameter of 8"; top diameter of 3.8". Minimum wall thickness after fabrication and before galvanizing shall be 11-gauge, for 33,000 psi steel (yield strength minimum).
- c. Mounting height must be 30'-0" Maximum with a mast arm of 6'-0" Maximum. Mast arm to be made from 2 inch schedule 40 pipe (2.38" O.D.) with minimum yield strength of 36,000 psi. Mast arm to attach to shaft via a single-bolt simplex design, utilizing a 0.50"-13 Unified Course (UNC) x 0.75" long hex-head hub bolt; bolt to be stainless steel or hot-dipped galvanized steel. Rise of arm to be 24" to 28" high.

- d. 4" x 6-1/2" (minimum) handhole on shaft as specified in City and County of Honolulu, Standard Detail (Exhibit A) No. A-124 (Handhole & Handhole cover see drawing A-124 details A, B & C). Handhole cover assembly to consist of a 0.25" thick steel attachment bar, 12-gauge H.R.M.S. steel cover and a 0.25" – 20 Unified Course (UNC) x 2" allen type 0.16" stainless steel machine screw.

Handhole rim formed from 6" black pipe and to be continuously welded into the pole shaft. Handhole located 1'-6" above the base and 180 degrees clockwise with respect to the luminaire arm when viewed from the top of the pole.

A nut holder is provided near the handhole and includes a 0.5"-13 Unified Course (UNC) x 0.75" cap screw and flat washer, 0.50" - 13 Unified Course (UNC) square nut, and 0.50" nut holder for grounding. Holder to be continuously welded on both sides to handhole rim.

3. Base Plate:

- a. To be fabricated from structural quality hot-rolled carbon steel plate conforming to American Society for Testing and Materials (ASTM) A36. Base plate telescopes the pole shaft and is circumferentially welded top and bottom in accordance with American Welding Society (AWS) D1.1-94. Plate to be a minimum of 1" thick, 12" square with 11.50" diameter bolt circle, 2" radius corners. Four (4) slotted holes, 1.25" x 2", to accommodate four (4) each 1" diameter bolts meeting National Electrical Manufacturers' Association – Edison Electric Institute (NEMA-EEI) Specifications.

4. Base Cover:

- a. Full base cover, 2 piece, fabricated from 14-gauge commercial grade drawing quality steel. Each section of the base cover shall be fabricated from a single piece of steel with no welds; edges to be rounded. Hot dipped galvanized after fabrication.
- b. Cover is secured together with two (2) non-rotatable stainless-steel clips (12-gauge minimum) and four (4) 0.25"-20 Unified Course (UNC) x 1" long stainless-steel hex pin-in-head screws.

5. Pole Cap:

- a. Cast rounded or ball-shaped removable pole cap to be held in place with three (3) stainless steel set screws.

6. Light Fixtures:

- a. Any products regarding the light fixtures shall not be included in the bid.

7. Finish:

- a. Entire standard to be hot-dipped galvanized after fabrication per American Society for Testing and Materials (ASTM) A123. Standard shall be free of burrs and rough edges. Standard shall be free of white rust. **No double dipping will be allowed.**

E. Item No. 5: Type "G" Street Light Standard, Steel Pole, Short-Radius (26.5") Davit, 25' Maximum with 6' Maximum Mast Arm, Handhole, Handhole Cover, and Base Cover

1. Model:

Valmont DS99-800E293-6S-GV-HH-SFBC-Less Anchor Bolts (LAB) or an approved substitute.

The standard shall be an assembly consisting of a single shaft with a davit radius of 26-1/2" for Type "G" standard, handhole, handhole cover, and base cover in separate pieces. Shaft length of 29'-3" Maximum nominal for a pole height of 25' Maximum with a mast-arm length of 6' Maximum. Entire standard shall be hot-dipped galvanized after fabrication. Shall be capable of withstanding 100 mph winds with 1.3 gust factor. All attachment hardware shall be made of stainless steel. No anchor bolts to be included. Reference City and County of Honolulu Standard Detail (Exhibit A) No. A-126 (Handhole & Handhole cover see drawing A-124 details A, B & C and drawing A-125 tabulation).

2. Shaft:

- a. Formed from mill steel, meeting American Society for Testing and Materials (ASTM) A-245-64 "C" Specifications. Avoid severe cold working. One-piece construction with full length longitudinal high-frequency electric resistance weld.
- b. Must be continuously welded to base plate inside and out, in accordance with American Welding Society (AWS) D1.1-94. Shall have round cross-section, and be continuously tapering in diameter, 0.140/0.138 inches per foot. Top outside diameter shall be 3-7/8". Minimum wall thickness after fabrication and before galvanizing shall be 7-gauge, for 33,000 psi steel (yield strength min).
- c. Mast arm is an integral part of the shaft with a tenon of 2-3/8" O.D. x 7". Section between pole shaft and tenon has a 45 degree chamfer. No stopper ring.

- d. 4" x 6-1/2" (minimum) handhole on shaft as specified in City and County of Honolulu Standard Detail (Exhibit A) No. A-126, see A-124 (Handhole & Handhole cover see drawing A-124 details A, B & C and drawing A-125 tabulation). Handhole cover and handhole mounting bar provided as per City and County of Honolulu Standard Detail No. A-126 and A-124 detail B. Handhole cover assembly to consist of a 0.25" thick steel attachment bar, 12-gauge H.R.M.S. steel cover and a 0.25" – 20 Unified Coarse (UNC) x 2" allen type 0.16" stainless steel machine screw.

Handhole rim formed from 6" black pipe and to be continuously welded into the pole shaft. Handhole located 1'-6" above the base and 80 degrees clockwise with respect to either mast arm when viewed from the top of the pole.

A nut holder is provided near the handhole and includes 0.5" – 13 Unified Course (UNC) x 0.75" cap screw and flat washer, 0.50" – 13 Unified Course (UNC) square nut, and 0.50" nut holder for grounding. Holder to be continuously welded on both sides to handhole rim.

3. Base Plate:

- a. To be fabricated from structural quality hot-rolled carbon steel plate conforming to American Society for Testing and Materials (ASTM) A36 and American Society for Testing and Materials (ASTM) A-283-67 Specifications. Base plate is circumferentially welded top and bottom in accordance with American Welding Society (AWS) D1.1-94. Plate to be a minimum of 1" thick, 12" square with 11.50" diameter bolt circle, 2" radius corners. Four (4) slotted holes, 1.25" x 2", to accommodate four (4) each 1" diameter bolts meeting National Electrical Manufacturers' Association – Edison Electric Institute (NEMA-EEI) Specifications.

4. Base Cover:

- a. Full base cover, 2 piece, fabricated from 14-gauge commercial grade drawing quality steel. Each section of the base cover shall be fabricated from a single piece of steel with no welds, edges to be rounded. Hot dipped galvanized after fabrication.
- b. Cover is secured together with two (2) non-rotatable stainless-steel clips (12-gauge minimum) and four (4) 0.25"-20 Unified Course (UNC) x 1" long stainless-steel hex pin-in-head screws.

5. Light Fixtures:

- a. Any products regarding the light fixtures shall not be included in the bid.

6. Finish:

- a. Entire standard to be hot-dipped galvanized after fabrication per American Society for Testing and Materials (ASTM) A123. Standard shall be free of burrs and rough edges. Standard shall be free of white rust and burrs. **No double dipping will be allowed.**

F. Item No. 6: Type "G" Street Light Standard, Steel Pole, Short-Radius (26.5") Davit, 30' Maximum with 8' Maximum Mast Arm, Cover, and Base Cover

1. Model:

Valmont DS99-800A361-8S-GV-SFBC-Less Anchor Bolts (LAB) or an approved substitute.

The standard shall be an assembly consisting of a single shaft with a davit radius of 26 1/2 for Type "G" standard, and base cover. Shaft length of 36'-1" nominal for a pole height of 30' Maximum with a mast-arm length of 8' Maximum. Entire standard shall be hot-dipped galvanized after fabrication. Shall be capable of withstanding 100 mph winds with 1.3 gust factor. All attachment hardware shall be made of stainless steel. No anchor bolts to be included. Reference City and County of Honolulu Standard Detail (Exhibit A) No. A-126 (see drawing A-125 tabulation).

2. Shaft:

- a. Formed from mill steel, meeting American Society for Testing and Materials (ASTM) A-245-64 "C" Specifications. Avoid severe cold working. One-piece construction with full length longitudinal high-frequency electric resistance weld.
- b. Must be continuously welded to base plate inside and out, in accordance with American Welding Society (AWS) D1.1-94. Shall have round cross-section, and be continuously tapering in diameter, 0.140/0.138 inches per foot. Top outside diameter shall be 3-7/8". Minimum wall thickness after fabrication and before galvanizing shall be 11-gauge, for 33,000 psi steel (yield strength min).
- c. Mast arm is an integral part of the shaft with a tenon of 2-3/8" O.D. x 7". Section between pole shaft and tenon has a 45 degree chamfer. No stopper ring.
- d. No Handhole. Provision for grounding to be made at base plate with 0.50" nut holder.

3. Base Plate:

- a. To be fabricated from structural quality hot-rolled carbon steel plate conforming to American Society for Testing Materials (ASTM) A36 and American Society for Testing Materials (ASTM) A-283-67 Specifications. Base plate is circumferentially welded top and bottom in accordance with AWS D1.1-94. Plate to be a minimum of one (1) inch thick, 12" square with 11.50" diameter bolt circle, 2" radius corners. Four (4) slotted holes, 1.25" x 2", to accommodate four (4) each 1" diameter bolts meeting National Electrical Manufacturers' Association – Edison Electric Institute (NEMA-EEI) Specifications.

4. Base Cover:

- a. Full base cover, 2 piece, fabricated from 14 gauge commercial grade drawing quality steel. Each section of the base cover shall be fabricated from a single piece of steel with no welds, edges to be rounded. Hot dipped galvanized after fabrication.
- b. Cover is secured together with two (2) non-rotatable stainless-steel clips (12-gauge minimum) and four (4) 0.25"-20 Unified Course (UNC) x 1" long stainless-steel hex pin-in-head screws.

5. Light Fixtures:

- a. Any products regarding the light fixtures shall not be included in the bid.

6. Finish:

- a. Entire standard to be hot-dipped galvanized after fabrication per American Society for Testing and Materials (ASTM) A123. Standard shall be free of burrs and rough edges. Standard shall be free of white rust. **No double dipping will be allowed.**

G. Item No. 7: Street Lighting Transformer Base, HDG Steel, 20" Maximum Height

1. Model:

Progressive & Fabrication TB1316CCH or an approved substitute.

Transformer base to be manufactured in accordance with City and County Standard Detail Drawing (Exhibit A) No. A-101C (Sheets 1 and 2). Frame to be constructed from 7-gauge steel with a height of 20 inches Maximum. Top dimension of 13" Maximum square tapering to a bottom dimension of 16" Maximum square. Top to have a circular opening, centered, of 7" Maximum diameter with four (4) slotted holes, 1-1/4" x 2" orthogonally positioned on a 11-1/2" diameter bolt circle. All corners of the frame must have a 2" Maximum radius. Removable access door fabricated from 11-gauge steel on one side. Door complete with welded tabs, door stop, and locking bar. Continuous full weld along all seams in accordance with American Welding Society (AWS) D1.1-94.

All steel shall conform to American Society for Testing and Materials (ASTM) A36 steel requirements. Entire assembly to be hot-dipped galvanized after fabrication. All welds shall be performed by a certified welder per American Welding Society (AWS) D1.1-94 standard. All vertical welds on the sides of the base shall be continuous and machine welded. Ground weld for smooth finish. Assembly to be free of rough edges, burrs, and white rust.

Complete with attachment hardware, hot-dipped galvanized steel, including but not limited to: Eight (8) 2-1/4" x 7" x 2-1/2", 3/4" thick one-piece polygon leveling washers, eight (8) 1/8" thick, 2-1/2" diameter flat washer; four (4) 1" x 3-1/2" hot-dipped galvanized bolt with Type "A" plain washer 1-1/16" I.D., 2-1/2" O.D. and 0.136" minimum thickness and nut. All hardware shall be hot-dipped galvanized.

The Contractor shall insure that the hot-dipped galvanized 3/8" x 16 Thread per Inch (TPI) threaded hole on locking bar is tapped true to fit like sized corrosion resistant (CRES) machine screw. Contractor shall be responsible for the furnishing and delivery of the 3/8" x 1-1/4" - 16 Thread per Inch (TPI) stainless steel button-head tamper-resistant screws.

III. Contractor's Responsibilities:

A. Samples/Drawings

When requested, the Contractor shall provide samples at no cost to the City. The sample(s) shall be a full sized pole with the product drawings, complete with all appurtenances such as the pole top, base collar, clips, screw, mast arm, etc. The Contractor shall submit the sample and product drawings to DFM for approval within thirty (30) calendar days upon the City's request.

Samples shall be delivered to:

Department of Facility Maintenance
Division of Public Building and Electrical Maintenance
Traffic Electrical Maintenance Services
Manana Corporation Yard
1003 Makolu Street
Pearl City, HI 96782

If any product changes are made, it shall be the Contractor's responsibility to inform the City of the change and to resubmit product drawings for approval within one (1) week of the product change.

B. Product Condition

The full assembly being offered shall be new and unused, meeting the requirements of the City. The street light standard assembly shall be free from defects in materials and workmanship. The product(s) shall meet the levels of quality in accordance with the best standard industrial practice used in the manufacturing of similar items.

The Contractor shall be responsible to see that the item delivered to the ordering City agency site meets the standards of quality as specified. The product packaging shall be considered to be a part of the product and shall be appropriate for the product's intended use.

C. Guarantee or Warranty

The manufacturer's standard warranty or guarantee and all costs and arrangements connected to honor said guarantee or warranty, including any shipping costs as necessary and the replacement of defective items, shall be the responsibility of the Contractor.

Except for the exclusions as listed below, the following guarantee or warranty shall apply:

1. During the manufacturer's standard warranty commencing on the date of the original delivery and final acceptance, the Contractor shall furnish the exchange and replacement of defective products and the labor required thereof, at no cost to the City.
2. The following exclusions shall apply to the guarantee or warranty:
 - a. All exchanges, replacements, or damages necessitated by negligence, abuse, or accidental damages caused by or attributed to City personnel.
 - b. All exchanges, replacements, or damages necessitated by damage to the equipment caused by theft, vandalism, fire, flood, or force majeure.

D. Defective and Rejected Items

The City reserves the right to reject any items which does not conform to the specifications and requirements herein under which it was purchased. An item that is considered to be of inferior quality or discontinued shall not be acceptable and it shall become the duty of the Contractor to reclaim and remove the item at no additional cost to the City. No payment shall be made of defective materials.

After acceptance of a delivery, if an item is later found to be defective during the contract period, the Contractor shall replace the items at no additional cost to the City. This provision shall not apply should the City be found negligent due to improper storage and handling practices.

EXHIBIT A – Drawing Numbers:

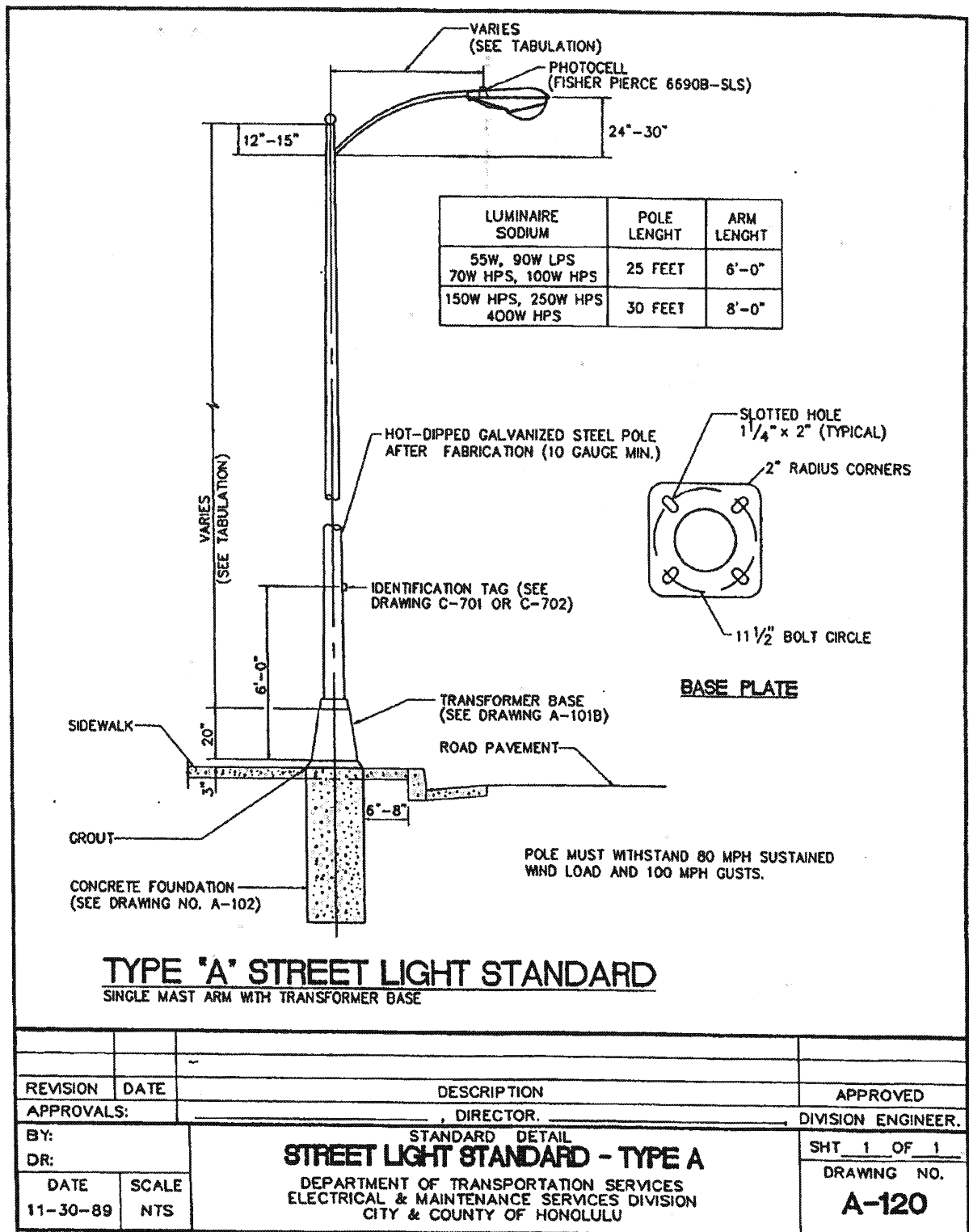
A-120 (Items No. 1-2)

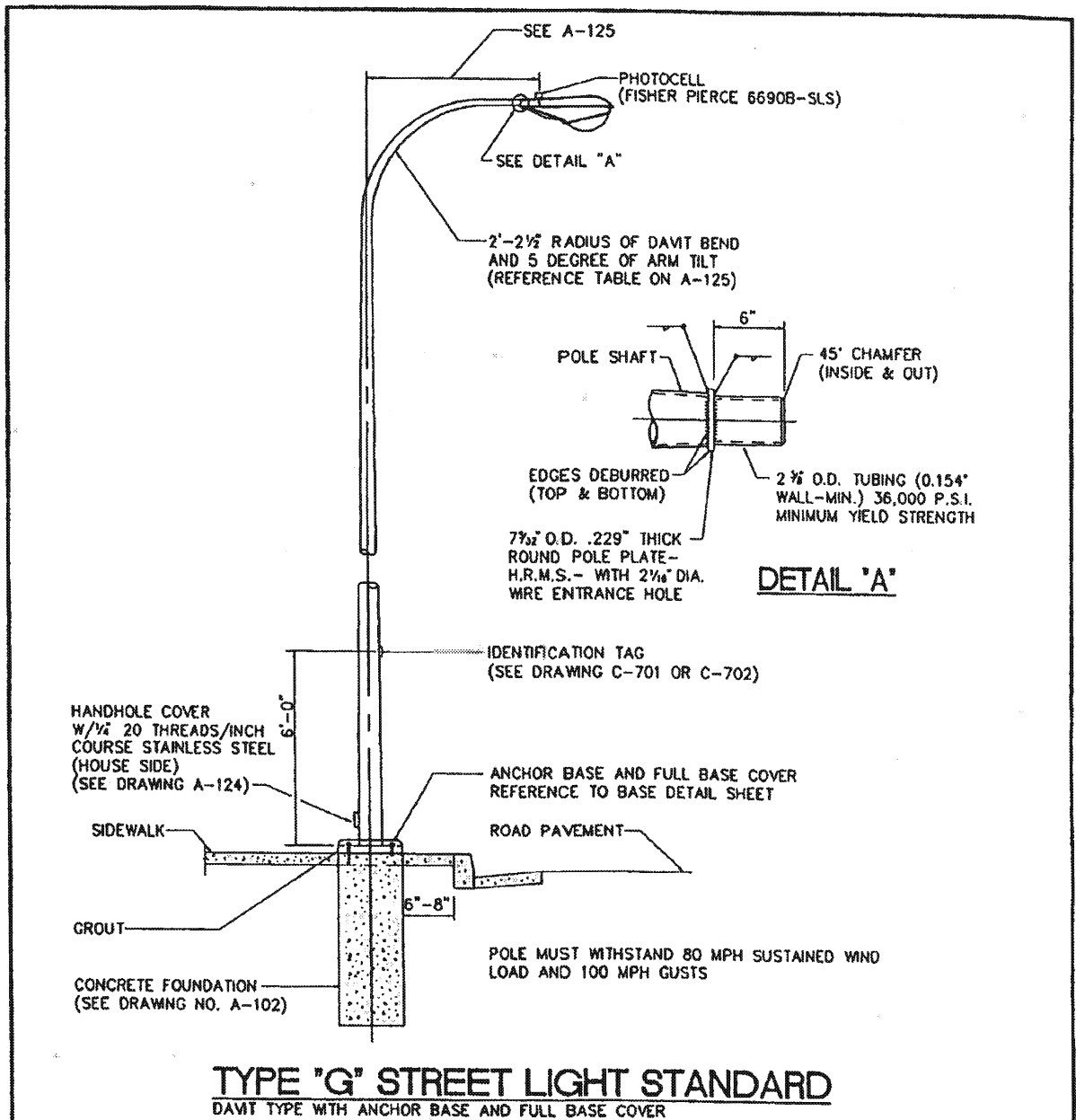
A-124 (Items No. 3-4)

A-126 (Items No. 5-6)

A-101C (Item No. 7)

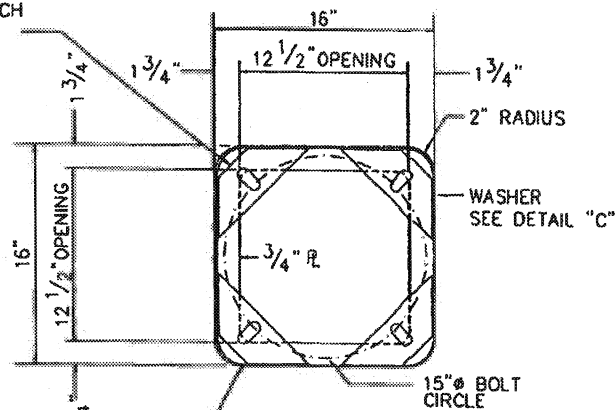
A-125 (Items No. 5-6)



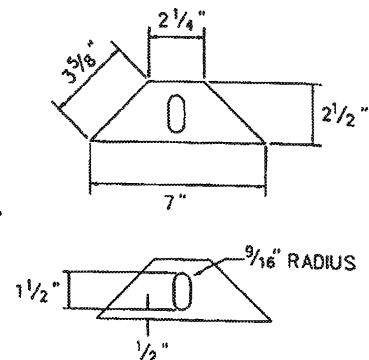


REVISION		DATE	DESCRIPTION	APPROVED
APPROVALS:			, DIRECTOR.	DIVISION ENGINEER.
BY:		STANDARD DETAIL		SHT 1 OF 1
DR:		STREET LIGHT STANDARD - TYPE G		DRAWING NO.
DATE	SCALE	DEPARTMENT OF TRANSPORTATION SERVICES ELECTRICAL & MAINTENANCE SERVICES DIVISION CITY & COUNTY OF HONOLULU		A-126
11-30-89	NTS			

3/4" THICK ONE-PIECE POLYGON
LEVELING WASHER. HOT-DIPPED
GALVANIZED. EIGHT (8) EACH
APPLIED WITH EACH BASE.



SECTION 'A'

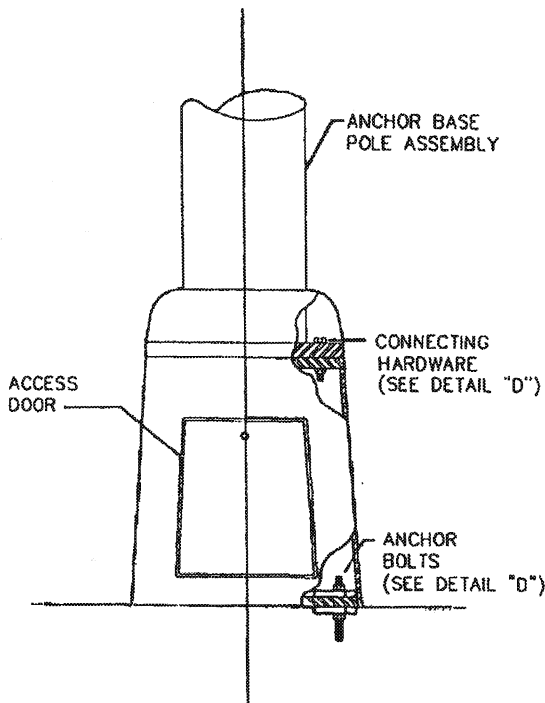


DETAIL 'C'

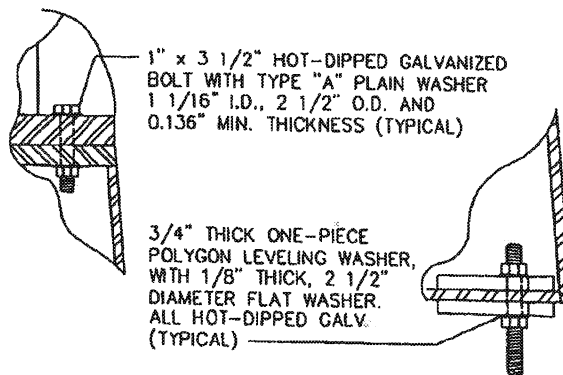
CONTINUOUS FULL WELD BETWEEN
BOTTOM RIM AND SIDES OF BASE

NOTES:

1. ALL STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36 STEEL.
2. ALL WELDS SHALL BE PERFORMED BY A CERTIFIED WELDER. ALL VERTICAL WELDS ON THE SIDES OF THE BASE SHALL BE CONTINUOUS AND MACHINE WELDED. GROUND WELD FOR SMOOTH FINISH.
3. BOLTS FOR BOLTING POLE FLANGE SHALL INCLUDE 4-1" x 3 1/2" HEX BOLTS WITH NUT AND WASHER. ALL HARDWARE SHALL BE HOT-DIPPED GALVANIZED.
4. ENTIRE ASSEMBLY SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION.
5. SUBMIT SHOP DRAWING FOR REVIEW & APPROVAL PRIOR TO FABRICATION.



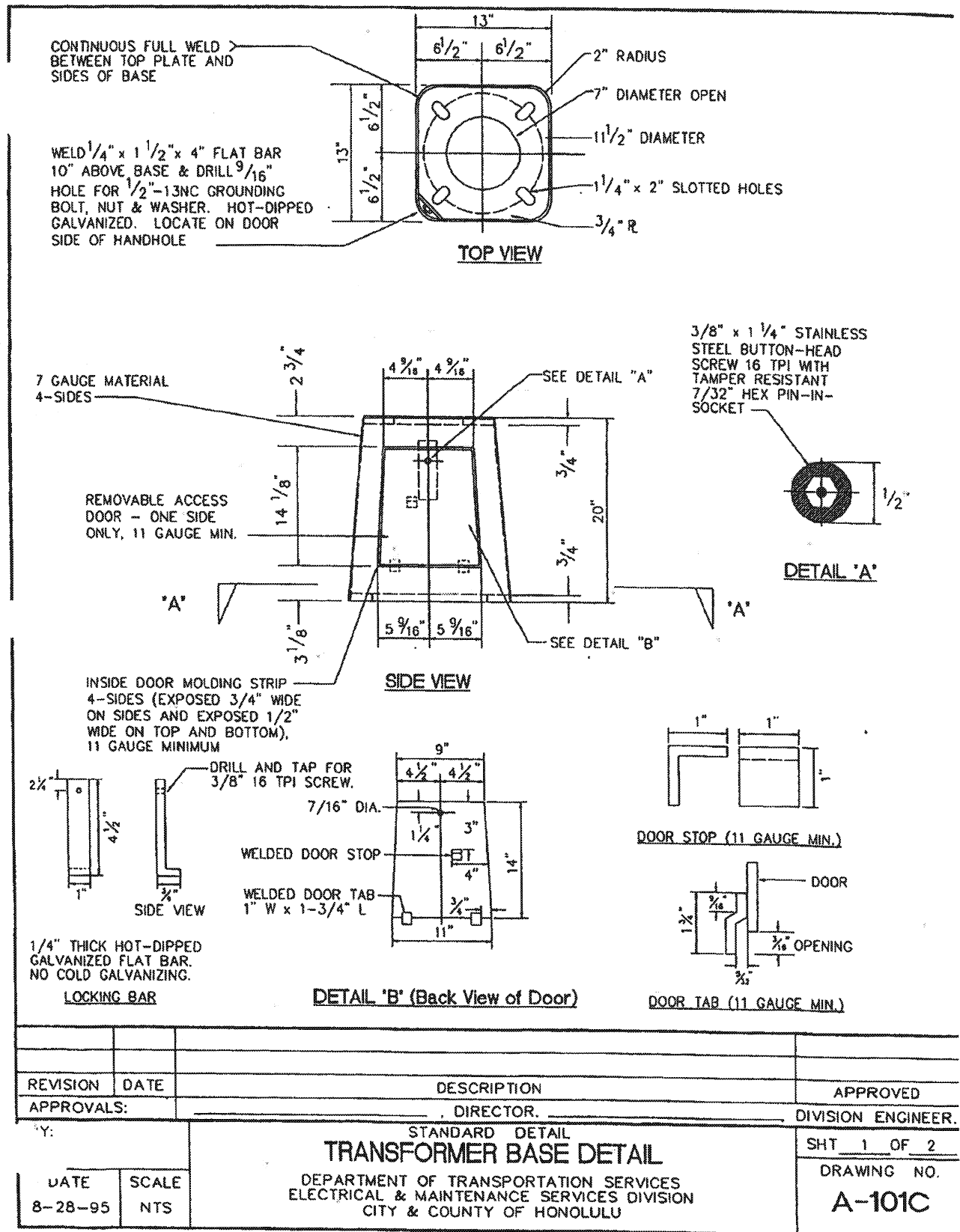
ANCHOR BASE POLE ASSEMBLY

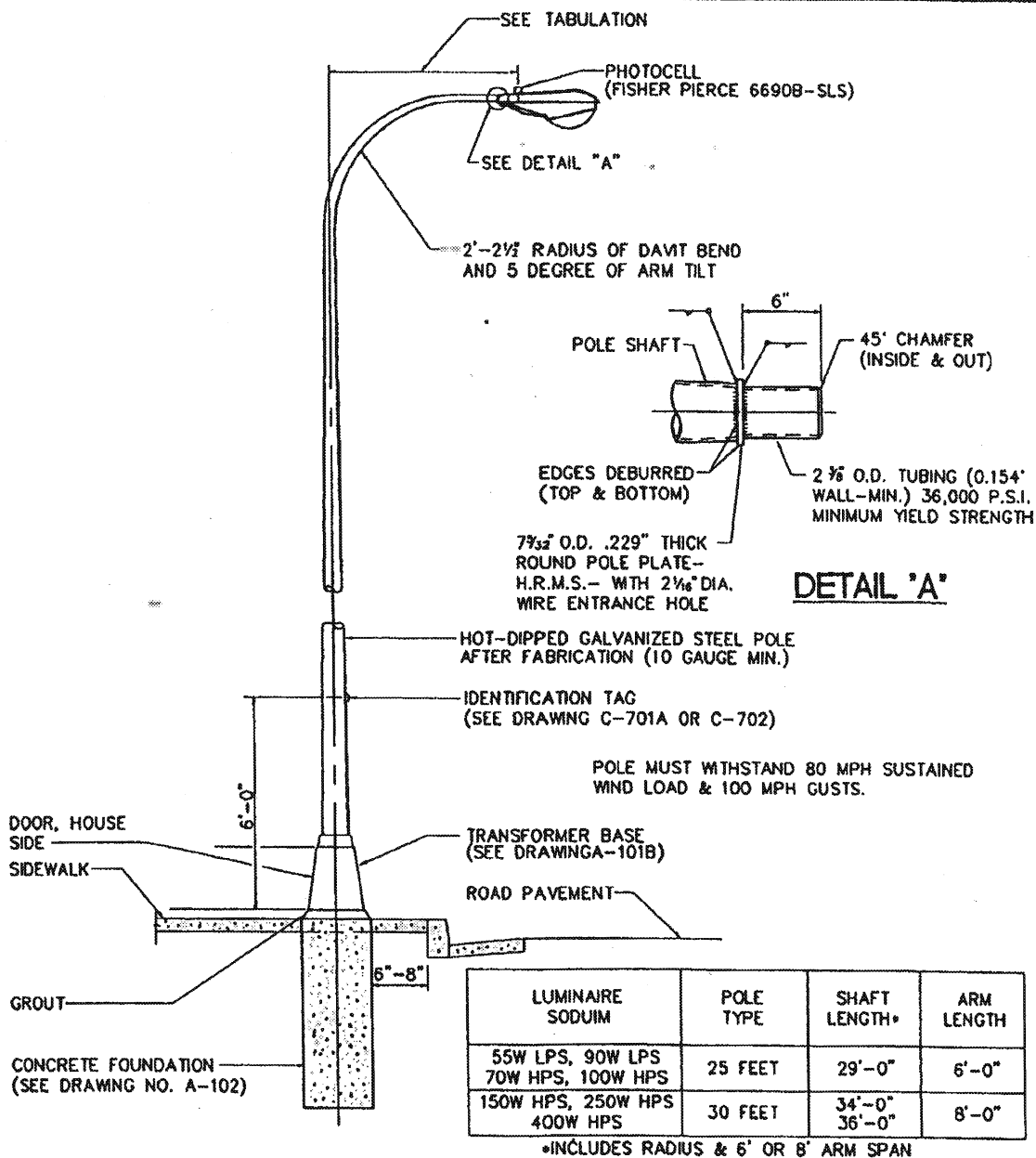


DETAIL 'D'

REVISION		DATE	DESCRIPTION	APPROVED
APPROVALS:			DIRECTOR	DIVISION ENGINEER
DATE		SCALE	STANDARD DETAIL	
8-28-95		NTS	TRANSFORMER BASE DETAIL	
			DEPARTMENT OF TRANSPORTATION SERVICES ELECTRICAL & MAINTENANCE SERVICES DIVISION CITY & COUNTY OF HONOLULU	
			SHT 2 OF 2	
			DRAWING NO.	
			A-101C	

D:\CADDWG\A-101D.DWG





TYPE 'F' STREET LIGHT STANDARD

DAVIT TYPE WITH TRANSFORMER BASE

REVISION	DATE	DESCRIPTION	APPROVED
APPROVALS:		DIRECTOR.	DIVISION ENGINEER.
BY:		STANDARD DETAIL	
DR:		STREET LIGHT STANDARD - TYPE F	
DATE	SCALE	DEPARTMENT OF TRANSPORTATION SERVICES ELECTRICAL & MAINTENANCE SERVICES DIVISION CITY & COUNTY OF HONOLULU	
11-30-89	NTS	SHT 1 OF 1 DRAWING NO. A-125	

APPENDIX B: TERM/SCHEDULE OF WORK

I. Term.

The term of this AGREEMENT shall be for an initial twelve (12) month period and shall begin on the date specified in the Notice to Proceed.

Further, by mutual agreement between the parties hereto, this AGREEMENT may be extended on a month-to-month basis, not to exceed a twelve (12) month extension at a time, for an additional period or periods not to exceed a total of forty-eight (48) months.

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

- A. 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
- B. request of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.

II. Deliveries shall be made to: PBEM TEMS Street Light Shop Manana Corporation Yard Division of Road Maintenance Department of Facility Maintenance 1003 Makolu Street Pearl City, HI 96782

Officer-in-Charge (OIC): Ralph Maio
Email: rmaio@honolulu.gov
808-768-5302

Deliveries will be accepted at this location, during normal business hours of 7:30 A.M. – 3:00 P.M., Mondays – Fridays, excluding City holidays.

All line items shall be delivered within a minimum of one hundred five (105) days from issuance of delivery order (DO) or purchase order (PO).

The City reserves the right to add or change the delivery address as needed.

III. The Contractor shall coordinate delivery arrangements and provide advance notice of delivery to the OIC. All costs and arrangements to provide local personnel and equipment to deliver and unload the items shall be the responsibility of the Contractor.

IV. The Contractor shall be responsible for the delivery, as directed by the OIC or authorized representative of the OIC, at no additional cost to the City.

**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-DFM-1801804B

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.

[CONTINUED ON NEXT PAGE]

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	Type "A", Street Light Standard, 25' Maximum Round Tapered Steel with 4' Maximum Simplex Mast Arm, Base Cover and Pole Cap.	30	Each	\$ _____	\$ _____
Manufacturer:					
Model:					
2.	Type "A", Street Light Standard, 30' Maximum Round Tapered Steel with 8' Maximum Simplex Mast Arm, Base Cover and Pole Cap.	30	Each	\$ _____	\$ _____
Manufacturer:					
Model:					
3.	Type "E", Street Light Standard, 25' Maximum Round Tapered Steel with 4' Maximum Simplex Mast Arm, Handhole, Handhole Cover, Base Cover, and Pole Cap.	30	Each	\$ _____	\$ _____
Manufacturer:					
Model:					
4.	Type "E" Street Light Standard, 30' Maximum Round Tapered Steel Pole with 6' Maximum Simplex Mast Arm, Handhole, Handhole Cover, Base Cover, and Pole Cap.	30	Each	\$ _____	\$ _____
Manufacturer:					
Model:					

5.	Type "G" Street Light Standard, steel pole, short-radius (26.5") Davit, 25' Maximum with 6' Maximum mast arm, handhole, handhole cover, and base cover.	30	Each	\$ _____	\$ _____
Manufacturer:					
Model:					
6.	Type "G" Street Light Standard, steel pole, short-radius (26.5") Davit, 30' Maximum with 8' Maximum mast arm, cover, and base cover.	30	Each	\$ _____	\$ _____
Manufacturer:					
Model:					
7.	Street Lighting Transformer Base, HDG Steel, 20" Maximum Height.	200	Each	\$ _____	\$ _____
Manufacturer:					
Model:					
Total Sum Bid (Line Nos. 1 – 7 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. 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:

A. Delete GTC 4.5 Payments, section (a) in its entirety and replace it with the following:

“(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency, Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Payments will be computed in accordance with any applicable unit prices bid. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed.”

B. Delete GTC 5.4.6 Payment for Delivered Materials or Equipment in its entirety and replace it with the following

“(a) No payment for any material or equipment that is affixed, movable or removable, delivered to the site of the work under the contract will be made until said material or equipment is incorporated into the parts of the project required to be constructed under the contract. Payment for the delivered material or equipment shall be included in the monthly progress payment under the appropriate cost item.

(b) Specialized or Special Ordered Materials, Equipment. The Officer-in-Charge may, to the extent provided for in the contract, include in the monthly estimate for progress payment the delivered cost of specialized materials, special ordered materials or equipment usable only for the contract. Such inclusion in the monthly estimate will be allowed only if all costs are substantiated by evidence of delivery and payment, and only for such materials or equipment as are specifically described or referred to in the contract as being the subject matter for such inclusion in the monthly estimate for progress payment. Payment to the Contractor shall not terminate the Contractor's responsibility or ownership of such materials or equipment until incorporated in place and accepted by the Officer-in-Charge. The Contractor shall be responsible for the safekeeping of such specialized materials or equipment until incorporated into the work and accepted by the Officer-in-Charge. The amount included for payment under this subsection shall be subject to the retention requirement.”

C. Delete GTC 5.4.7 Final Payment, section (a)(1) and section (a)(2) in its entirety.

D. Delete GTC Exhibit L Report of Equipment Purchased with Construction Contracts in its entirety.

II. Indemnity for Willful or Intentional Misconduct.

Delete Section 2.10 Indemnity of the General Terms and Conditions dated 2/1/15 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.”

III. Contractor Performance Records.

The City shall maintain records pertaining to the Contractor's performance on contracts with the City. The Contractor shall be required to participate in performance assessment activities in accordance with a performance assessment plan that shall be prescribed by the City during 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.

IV. Placing of Orders.

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

V. Insurance (Not Required).

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

VI. 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.

VII. Anti-Discrimination.

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

VIII. 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.

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".