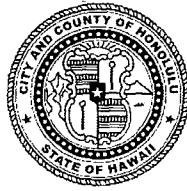


SOLICITATION DOCUMENT NO. RFB-ENV-2064903A



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Furnish and Deliver Lathe Machines

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

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 2:00 P.M. HST

Close Date: November 10, 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 Anne Dominique Malig at bfspurchasing@honolulu.gov.

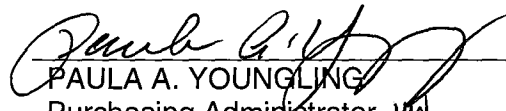

PAULA A. YOUNGLING
Purchasing Administrator JW

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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 29, 2026
Last Day to Issue Addenda:	November 4, 2026
DEADLINE FOR OFFERS:	2:00 P.M. HST on November 10, 2026

NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

I. General Instructions to Offerors for the City and County of Honolulu dated 02/09/2017.

A. 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.”

B. Request for Substitution.

Delete Chapter 2.18 Request for Substitution in its entirety and replace in lieu thereof the following:

“2.18 Request for Substitution.

Any request for a substitute must be submitted no later than the Deadline to Submit Request for Clarifications/Substitutions in the Notice to Offerors – Schedule of Events.

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 of project. Offeror shall submit a written request for substitution no later than the deadline stated in the solicitation documents. Requests received after the deadline may be denied.

The written request must be submitted together with technical brochures which shall either 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 contract documents, 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 shall 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 shall 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 shall 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 request for substitution may be submitted via email to bfspurchasing@honolulu.gov or by person/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 by the deadline will be responded to.

(a) Approval of Request for Substitution.

The City will publish 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.

Delete Chapter 2.19 Solicitation Addenda (b)(2) 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. Preparation of Offers.

Delete Chapter 4.1 Preparation of Offers (d) in its entirety and replace in lieu thereof 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 in its entirety and replace in lieu thereof the following:

“6.9 Cost Analysis Data

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 Execution of Contract (a) in its entirety and replace in lieu thereof the following:

“(a) Notarization

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

II. Method of Award.

The City shall award a contract to the responsive, responsible Offeror with the lowest Total Price for each item. The Offeror may submit a price for one or more items. All awards are subject to the availability of funding.

III. 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.

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/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.

V. 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.



CITY AND COUNTY OF HONOLULU

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

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

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

under penalty of perjury that:

1. The Hawai'i Bidder/Offeror holds a valid commercial place of business located in the State of Hawai'i that has been staffed by the Hawai'i Bidder/Offeror or an employee of the Hawai'i Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals; and
2. The bid or proposal in response to Solicitation No. RFB-ENV-2064903A 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)

Rev 8/2026

NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT

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

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

WITNESSETH THAT:

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

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

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

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

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

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

APPENDIX A: SCOPE OF WORK

I. Overview.

The Contractor shall furnish and deliver lathe machine(s), complete as specified herein, to be utilized at the Honouliuli Wastewater Treatment Plant. The lathe machine(s) are used to machine, repair, and manufacture cylindrical metal parts for various wastewater treatment equipment.

II. Technical / Performance Requirements.

A. Item 1: Precision Lathe Machine.

- | | |
|--|--|
| 1. Brand Name / Model Number: | SHARP / 1660L-K or approved substitute. |
| 2. Capacity. | |
| a. Swing Over Bed: | Minimum 16 in. |
| b. Swing Over Cross Slide: | Minimum 8.75 in. |
| c. Travel of Cross Slide: | Minimum 9.5 in. |
| d. Swing Over Gap: | Minimum 24.38 in. |
| e. Width of Bed: | Minimum 11.75 in. |
| f. Width of Gap: | Minimum 9.75 in. |
| g. Center Height from Top of Compound: | Minimum 1.9 in. |
| h. Distance Between Centers: | Minimum 60 in. |
| 3. Headstock. | |
| a. Spindle Nose Type: | D1-8 cam-lock, 3.0625 in Hole. |
| b. Spindle Bore: | Minimum 3.14 in. |
| c. Spindle Speed: | High: 235 - 2,000 RPM.
Low: 20 - 170 RPM. |
| d. Gear Head: | 12-Speed, 40 - 2,000 RPM. |
| e. Taper of Spindle Bore: | MT#6. |
| f. Taper of Center: | MT#4. |

- | | |
|--------------------------------|--|
| 4. Threads and Feeds: | The precision lathe machine shall have direct selection for inch/metric threads. |
| a. Longitudinal Feeds: | Minimum 0.002 - 0.032 in/rev. |
| b. Cross Feeds: | Minimum 0.0001 - 0.0094 in/rev. |
| c. Inch Threads: | 4 - 56 tpi. |
| d. Metric and Module Threads: | 0.5 - 7 mm. |
| e. Diametral Pitch Threads: | 4 - 56 mm. |
| f. Lead-screw Pitch, Diameter: | 4 tpi, 1.375 in. |
| 5. Carriage. | |
| a. Cross Slide Width: | Minimum 8.7 in. |
| b. Compound Rest Travel: | Minimum 4.9 in. |
| c. Compound Width: | Minimum 4.5 in. |
| 6. Bed: | The precision lathe machine shall have one (1) piece cast Meehanite bed. |
| a. Bed Length: | Minimum 77 in. |
| b. Bed Width: | Minimum 11.75 in. |
| 7. Tailstock. | |
| a. Quill Travel (graduated): | Minimum 5 in. |
| b. Quill Diameter: | Minimum 2.25 in. |
| c. Quill Taper: | MT#4. |
| 8. General. | |
| a. Spindle Motor: | Minimum 7.5 HP |
| b. Voltage / Phase: | 480/277 V / 3-phase. |
| c. Total Power Consumption: | 8 KVA / 12.5 amps. |

9. Standard Equipment:

The precision lathe machine shall have the following standard equipment:

- Coolant System.
- Halogen Work Light.
- Face Plate, 16 in.
- Steady Rest, 0.4 - 0.6 in.
- American Tool Post.
- Full Length Splash Guard.
- Follow Rest.
- Newall NMS 300, 2 axes DRO.
- Chuck Guard (lift-up type) with limited switch.
- Longitudinal Carriage Stops.
- Wired for 480/277 V, 3-phase.
- Tool Kit which includes:
 - Machine Manual.
 - Set of six (6) Allen wrenches.
 - Phillip screwdriver.
 - Two (2) sets of dead centers.
 - Flat Head Screwdriver.
 - Oil Can.
 - Grease Gun.
 - Can of Paint.

10. Required Accessories:

The precision lathe machine shall have the following accessories:

- 3-Jaw Chuck, 12 in.
- 4-Jaw Chuck, 12 in.
- 4-Way Tool Post for 16 in Swing Lathe and Installation.
- Taper Attachment and Installation
- Drill & Arbor.
- Live Center - MT#4.

11. Other Accessories:

Any and all standard items of equipment, components, and accessories as listed in the manufacturer's specifications and/or brochures for a complete operating unit, whether specified herein or not, shall be included.

B. Item 2: Heavy Duty Lathe Machine.

1. Brand Name / Model Number: SHARP / 2280B or approved substitute.
2. Capacity.
 - a. Swing Over Bed: Minimum 22 in.
 - b. Swing Over Cross Slide: Minimum 13.2 in.
 - c. Center Height: Minimum 11 in.
 - d. Swing Over Gap: Minimum 31 in.
 - e. Distance Between Centers: Minimum 78.7 in.
3. Headstock.
 - a. Spindle Nose Type: D1-11 Camlock.
 - b. Spindle Bore: Minimum 4.5 in.
 - c. Spindle Speeds: 10 - 1,000 RPM.
 - d. Gear Head: 12-Speed, 10 - 1,000 RPM.
 - e. Taper of Spindle Bore: MT#7.
 - f. Taper of Center: MT#5.
4. Threads and Feeds: The heavy duty lathe machine shall have direct selection for inch/metric threads and a quick change gearbox.
 - a. Longitudinal Feeds: Minimum 0.0022 - 0.032 in/rev.
 - b. Cross Feeds: Minimum 0.00026 - 0.035 in/rev.
 - c. Inch Threads: 2 - 56 tpi.
 - d. Metric and Module Threads: 0.5 - 14 mm.
 - e. Diametral Pitch Threads: 4 - 56 mm.
 - f. Leadscrew Pitch, Diameter: 4 tpi, 1.5 in.
5. Carriage.
 - a. Cross Slide Travel: Minimum 14.75 in.

- b. Compound Rest Travel: Minimum 8 in.
 - c. Compound Width: Minimum 6 in.
- 6. Bed. The heavy duty lathe machine shall have one (1) piece cast Meehanite bed.
 - a. Bed Length: Minimum 15.75 in.
 - b. Bed Width: Minimum 103.5 in.
- 7. Tailstock.
 - a. Quill Travel (graduated): Minimum 6.5 in.
 - b. Quill Diameter: Minimum 3 in.
 - c. Quill Taper: MT#5.
- 8. General.
 - a. Spindle Motor: Minimum 15 HP.
 - b. Voltage / Phase: 480/277 V / 3-phase.
 - c. Total Power Consumption: 16 KVA / 22.5 amps.
- 9. Standard Equipment: The heavy duty lathe machine shall have the following standard equipment:
 - Coolant System.
 - 4-Way Tool Post.
 - Halogen Work Light.
 - Face Plate, 20 in.
 - Steady Rest, 12 in (3.15 - 11 in).
 - 4-Way Carriage Stop.
 - Splash Guard.
 - Chuck Guard, 16 in.
 - Tailstock.
 - Follow Rest, 0.79 - 3.94 in.
 - Wired for 480/277 V, 3-phase.
 - Tool Kit which includes:
 - Machine Manual.
 - Half Nut Wrench.
 - Wrench, 17 mm and 19 mm.
 - Set of 6 Allen Wrenches.
 - Phillip Screwdriver.

- Flat Head Screwdriver.
- Oil Can.
- Grease Gun.
- Rear Way Cover Bracket.
- Two (2) sets of Dead Centers.
- Pin for Indicator.
- Can of Paint.

10. Required Accessories:

The heavy duty lathe machine shall have the following accessories:

- 3-Jaw Chuck, 15 in, D1-11.
- 4-Jaw Chuck, 16 in, D1-11.
- Taper Attachment and Installation.
- Drill & Arbor.
- Quick Change Tool Holder, seven (7) pieces.
- Live Center - MT#5.
- Steady Rest, 12 in (3.15 - 11 in).
- Steady Rest, 15 in (6.7 - 15 in).
- Chuck Guard with Limited Switch.
- Newall NMS 800 DRO and Factory Installation.

11. Other Accessories:

Any and all standard items of equipment, components, and accessories as listed in the manufacturer's specifications and/or brochures for a complete operating unit, whether specified herein or not, shall be included.

III. Setup and Operational Testing.

The Contractor shall perform complete onsite setup of the lathe machine(s) in coordination with the Point-of-Contact ("POC"). The Contractor shall also provide a minimum of one (1) 4-hour operational testing service for each lathe machine(s) to configure required equipment, verify correct setup, and confirm full functionality.

IV. Training.

The Contractor shall provide a minimum of eight (8) hours of training on how to use each lathe machine(s) at no additional cost to the City. The training shall be conducted by a manufacturer-trained representative and shall coordinate with the POC. In addition, the training shall go over the basic operation and maintenance procedures of the lathe machine(s).

V. Warranty.

The warranty of the lathe machine(s) shall be the manufacturer's standard warranty or a period of one (1) year, whichever is longer, against any factory defects. Warranty shall begin on the date of Final Acceptance of the lathe machine(s) by the City.

VI. Documents.

The Contractor shall supply one (1) set of the following with delivery:

- Warranty certificate;
- Operation manual;
- Maintenance manual; and
- Parts list.

VII. Contractor's Responsibilities.

A. The Contractor is responsible for all necessary shipping, transportation, labor, materials, tools, equipment, and work to furnish and deliver the lathe machine(s) as specified.

B. Safety Requirements.

The Contractor is responsible for understanding and meeting all applicable Federal, State of Hawaii, and City safety requirements in order to complete the work as specified herein.

C. Technical Assistance.

During the period of warranty, the Contractor shall, whenever requested by the POC or delegated designee of the POC, provide in-person or remote technical assistance at no additional cost to the City, including but not limited to, setup, identification, maintenance, operation, or replacement equipment and so forth.

D. Accessibility.

The Contractor shall submit their support hours to the POC for review and approval within seven (7) calendar days from the issuance of the City's Notice to Proceed. The Contractor shall be accessible by telephone, in person, or by email during the mutually agreed upon support hours between the POC and Contractor.

APPENDIX B: TERM/SCHEDULE OF WORK

I. Delivery Requirements.

Delivery must be made F.O.B. destination within 180 calendar days from the Official Commencement Date indicated in the Notice to Proceed ("NTP"), unless otherwise extended by:

- Written amendment agreed upon by both parties;
- 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
- Request a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.

The setup, commissioning, and training shall be completed within fourteen (14) calendar days from the delivery of the lathe machine(s).

The City shall be held free from any and all responsibilities, and not incur any additional cost(s) or liability in the event that the lathe machine(s) are lost, stolen, or damaged en route to its designated location.

The Contractor shall notify the POC of any delays and/or backorders prior to the shipment of the equipment. Upon receipt of the delivered goods, the POC reserves the right to reject and return damaged, defective, or over-shipments of goods at the Contractor's expense.

II. Delivery Location.

City and County of Honolulu
Department of Environmental Services
Honouliuli Wastewater Treatment Plant
91-1000 Geiger Road
Ewa Beach, Hawaii 96706

III. Point-of-Contact.

The Contractor shall coordinate delivery with the POC prior to the final delivery destination.

Name: Herbert Watanabe
Phone: (808) 590-3433
Email: hwatanabe@honolulu.gov

IV. Final Acceptance.

Delivery shall not constitute acceptance of the equipment if it is not in compliance with the requirements herein. In the case of non-compliance, the equipment shall be returned to the Contractor for replacement, full credit, or correction at no cost to the City. If any equipment is

found to be defective or otherwise unacceptable, the Contractor shall correct the matter within ten (10) calendar days of notification by the POC. Final acceptance of the lathe machine(s) shall be considered after successfully completing setup, operational testing, and basic operation and maintenance training.

**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-2064903A
Furnish and Deliver Lathe Machines

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.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	Precision Lathe Machine.	1	EACH	\$ _____	\$ _____
	Brand Name: _____				
	Model Number: _____				
2.	Heavy Duty Lathe Machine.	1	EACH	\$ _____	\$ _____
	Brand Name: _____				
	Model Number: _____				

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 for the City & County of Honolulu dated 02/01/2015.

A. Indemnity for Willful or Intentional Misconduct.

Delete Chapter 2.10 Indemnity in its entirety and replace in lieu thereof 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.

In accordance with Chapter 2.26 Insurance, the Contractor shall provide and maintain a valid Certificate of Insurance throughout the duration of the contract.

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 shall be modified:

1. Delete Chapter 4.5 Payments, section (a) in its entirety and replace in lieu thereof 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.”

2. Delete Chapter 5.4.6 Payment for Delivered Materials or Equipment in its entirety and replace in lieu thereof 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 Exhibit L Report of Equipment Purchased with Construction Contracts in its entirety.

II. 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 option shall be under the same terms and conditions and at the contract unit price(s) established for the purchase option.

III. Damages to Existing Equipment, Utilities, and Structures.

The Contractor shall repair all damages to existing equipment, utilities, and structures caused by its equipment or employees. If such repairs are not completed within a reasonable time, the City reserves the right to purchase in the open market the services to make necessary repairs and shall deduct all repair costs for any moneys due or that may

thereafter become due to the Contractor and the Contractor shall pay the difference upon demand by the POC or an authorized representative.

IV. 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.

V. 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.

VI. Hawai'i Bidder/Offeror Preference.

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

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

APPENDIX E: GENERAL TERMS AND CONDITIONS

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

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