SOLICITATION DOCUMENT NO. RFB-MAY-2076102

NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description:	Furnish Video Taping of the Neighborhood Board Meetings for the Neighborhood Commission Office
Requesting Agency:	Managing Director's Office, City & County of Honolulu, Hawaii.

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time:	14:00 HST
Close Date:	November 24, 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 Linda Minamoto at bfspurchasing@honolulu.gov.

PAULA A. YOUNGLING
Purchasing Administrator

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All times indicated are Hawaii Standard Time (HST).

Deadline to Submit Requests for Clarifications/Substitutions:	November 10, 2026
Last Day to Issue Addenda:	November 17, 2026
DEADLINE FOR OFFERS:	14:00 HST on November 24, 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 master agreement contracts to responsive and responsible Offeror(s) that demonstrate competence and ability to perform the solicitation's scope of work. The responsive and responsible Offeror with the lowest Total Sum Bid shall be the Primary Contractor. The Offeror with the next lowest, responsive and responsible offer shall be the Secondary Contractor. The Offeror with the next lowest, responsive and responsible offer shall be the Third Contractor and so on and so forth. All awards are 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.

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.

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:

"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)."

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

The provisions of HRS §103-55 shall apply to this solicitation. The City advises the Offeror to incorporate the wage rates provided in Appendix D: Special Provisions in its offer. The Offeror shall complete the Wages, Hours and Working Conditions Certificate in Appendix C: Pricing/Certifications. The City may reject an offer without a completed Wages, Hours and Working Conditions Certificate.

VII. Modification to General Instructions to Offerors dated 2/9/17.

Delete Section 2.8 Wages, Hours and Working Conditions in its entirety and replace with the following:

"2.8 Wages, Hours and Working Conditions.

(a) Services projects

When the offer is in excess of $25,000 for Services projects and a certification form is made a part of the solicitation, the form shall be completed, signed by the Offeror, and submitted with the Offeror's offer. Failure to submit the required certification may be grounds for disqualification of the Offeror's offer.

The certification form shall be used to certify that, if awarded the contract, the Offeror will comply with HRS §103-55, relating to Wages, hours and working conditions of employees of Contractor performing services.

The certification form further certifies that the services to be performed will be performed under the following conditions:

(1) Wages. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.
(2) Compliance with Labor Laws. Contractor shall be responsible for and comply with all applicable labor laws of the Federal and State governments, including worker's compensation, unemployment compensation, payment of wages and safety standards.

Offerors are advised of the applicability of HRS §103-55 services performed by laborers and mechanics and the City's applicable General Terms & Conditions, unless otherwise stated in the solicitation. Offerors shall incorporate compliance with all the provisions of HRS §103-55 and the City's applicable General Terms and Conditions into their offer."

VIII. Statement of Work.

Upon request of the City, the Contractor shall provide a statement of work and may be required to provide digital copies of previous work prior to contract award to demonstrate the Contractor fully understands the requirements contained in this contract. If in the event the statement of work does not adequately address a complete understanding of the contract, the City reserves the right to reject the offer.

IX. 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.

X. Hawaii Bidder/Offeror Preference.

The Hawai'i Bidder/Offeror preference shall be applicable to this solicitation, for evaluation purposes only. Bidders/Offerors that wish to qualify for the five percent (5%) discount preference shall submit a completed Hawai'i Bidder/Offeror Preference Certification form with its bid/offer. The five percent (5%) discount shall be applied to the Bidder's/Offeror's bid/offer price.

THIS IS A CITY AND COUNTY OF HONOLULU SOLICITATION. Bidders/Offerors shall not use any other Hawai'i Bidder/Offeror Certification form except the form provided in the solicitation. Hawai'i Bidder/Offeror Preference Certifications submitted for previous or other solicitations shall not be accepted.

The preference shall only apply if the total bid or offer price is less than $10,000,000.00. The preference shall only apply when at least one (1) qualified Bidder/Offeror competes against at least one (1) Bidder/Offeror that does not qualify for the preference. The preference shall not be applied if all bidders/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-MAY-2076102 is submitted under the name under which the Hawai'i Bidder/Offeror is authorized to do business in the State of Hawai'i; and

3. Not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed in the State of Hawai'i; and

4. The Hawai'i Bidder/Offeror will maintain these qualifications throughout contract performance; and

5. If the Hawai'i Bidder/Offeror is a joint venture, the Hawai'i Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs 1, 2, 3, and 4 above.

I hereby certify under penalty of perjury that the above statement is true. Any changes in eligibility shall be reported to the Officer-in-Charge or the contact person identified in the solicitation. I agree to maintain the above qualifications throughout contract performance. I acknowledge that failure to maintain the above qualifications triggers a reduction of price equal to the value of the preference applied and may be cause for debarment of the Hawai'i Bidder/Offeror pursuant to Hawai'i Revised Statutes §103D-702.

_____ _____
(Signature) (Date)

NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT

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

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

WITNESSETH THAT:

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

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

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

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

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

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

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

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

SAMPLE

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.

SAMPLE

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 all necessary labor, materials, equipment, tools and appurtenances to provide videotaping of various Neighborhood Board Meetings for the Neighborhood Commission Office ("NCO") of the City and County of Honolulu, Honolulu, Hawaii.

II. TECHNICAL / PERFORMANCE REQUIREMENTS:

A. The Neighborhood Commission Office shall retain the rights as executive producers of any board or commission meetings videotaped using City funds. The Contractor shall not utilize any re-broadcast, engage in live streaming, or release any copy of a video produced under this contract to any entity besides ʻŌlelo without the consent of the NCO. The use of NCO logos or videos produced under this contract for commercial purposes is prohibited.

B. The Contractor shall videotape gavel-to-gavel coverage of only regular monthly board meetings of the Neighborhood Boards, special meetings, or productions approved by the NCO. Without prior written approval from the Officer-in-Charge (OIC), payment is not authorized for videotaping any board or commission meetings which are not regular monthly board or commission meetings. Video taken in the absence of a quorum shall be edited out of the final product unless the board or commission is receiving public input or discussing public input or if the board or commission is conducting a candidate forum. If the board or commission takes a recess, that portion shall likewise be edited out of the final product. Camera(s) shall pan to speakers; including speakers participating via a web-based program such as Webex, Zoom or Microsoft Teams. The Contractor shall remain attentive during the meeting in order to accomplish these objectives. If the Contractor has to leave the meeting for any length of time prior to the meeting adjourning, the Contractor must inform the meeting's presiding officer.

The Contractor shall provide videotaping services to cover up to three (3) hours of meeting time per meeting. Travel time to and from the scheduled meeting, set-up and take-down to provide gavel-to-gavel coverage shall not be included in the three (3) hours. Contractor to note that some meetings may not reach the total time allocated of three hours, however, Contractor is required to provide gavel-to-gavel coverage. See section E below for requests for overtime procedure.

C. Contractor is required to provide island-wide coverage on Oʻahu for all thirty three (33) neighborhood boards for twelve (12) months.

D. The final edited product shall not exceed 2:58:30 hours. Refer to sections B above and E below for any requests for overtime for videotaping services that are required to exceed the final edited product.

E. Overtime: In the event the meeting extends beyond the allocated time, the Contractor may request to be reimbursed for the additional time required to maintain the sound system for the meeting. Any overtime hours will be invoiced

at the rate listed in Appendix C: Pricing/Certifications, Item No. 2. All requests for overtime require prior approval by the City representative at the meeting. A verbal approval is sufficient. Overtime hours will not be used for any travel, set-up and take-down time. The invoice should be submitted to the NCO separately from a regular invoice. It will be processed in the same time frame as all other invoices.

F. The Contractor shall secure regular weekly broadcast times on ʻŌlelo Community Television for the video recorded neighborhood meetings and notify the NCO of the broadcast schedule for each neighborhood board. Only regular monthly board or commission meetings may be aired in the time slot reserved for that board or commission meeting without authorization from the NCO. The Contractor shall email a copy of the master schedule to the NCO for posting on the NCO website.

G. The Contractor shall utilize a minimum of two (2) cameras for the production, dedicating a camera to a wide shot of the board members and speakers, and a secondary camera to capture the active speaker. For the live video production, the Contractor shall be capable of providing two camera shots: a wide shot, and a shot of the active speaker. For the live viewing, the feed shall display the shot of the speaker, and wide shots as necessary during the transition from speaker to speaker. Additionally, the Contractor shall provide all necessary equipment to ensure that the final product meets ʻŌlelo's standards for audio and video quality and sufficiently serves the members and public in attendance at a board or commission meeting. The Contractor shall provide, but not limited to: a Public Address system with eight (8) microphones, two (2) microphone stands for the public and presenters, speakers, cables, lights, and audio-visual equipment as needed. The Contractor shall furnish their own computer with hardware and software capable of utilizing Zoom, Microsoft Teams, Webex or other similar platforms, and shall provide their own internet connection independent of the meeting site's. The Contractor shall be solely responsible for the safe setup, use, and removal of all equipment, including properly securing all cables and cords to eliminate safety hazards.

H. Once a month, the Contractor shall transmit to the NCO a downloadable file and hyperlink of each recording performed in the prior thirty (30) days. By mutual agreement of the City and the Contractor, the medium of transmittal and storage may be changed. The transmittal shall be the final product unless the raw footage is specifically requested by the City. The City will instruct the Contractor to delete any duplicated material once the City has possession. The City will provide a release.

I. Assisted hearing systems shall be provided by the Contractor and shall include a minimum of two (2) earphones or the contractor may provide additional speakers for the hearing impaired.

J. The Contractor shall provide post-production services, including editing, audio enhancement, application of graphics and/or video, which shall include an "open," a "close," and an end slate.

K. End slate contacts shall include meeting information and NCO contact information in accordance with ʻŌlelo's requirements.

L. Title inserts ("lower third graphics") shall include the frequent display of the Neighborhood Board name, date, and location of the meeting.

M. The final product shall be submitted to ʻŌlelo on one of their required tape formats at least five (5) days prior to the first scheduled cablecast.

N. The Contractor is encouraged to attend periodic workshops offered by ʻŌlelo , which include meeting minimum cablecast standards, improving the quality of long-format productions such as live-to-tape neighborhood board meetings, plus sessions on helpful audio, video and editing techniques.

O. If the Contractor is unable to provide gavel-to-gavel coverage during any month, the Contractor is required to notify NCO a minimum of two (2) weeks prior to the scheduled meeting or as soon a feasibly possible. If the City cannot secure services the City reserves the right to move to the next tiered contractor or seek services for videography outside of the Contract.

P. The Contractor shall base its schedule on the neighborhood board agendas received via postal mail or the automatic email service. The agendas are filed six (6) days prior to the meeting, and any change in the regular date, place, or time will be reflected on them. The Contractor shall arrive at the meeting location no later than thirty (30) minutes prior to the start of the meeting. The NCO will be responsible to inform the Contractor of any changes to a filed agenda. The Contractor and the NCO shall each designate one (1) person to be the after-hours point of contact and that contact information shall be exchanged. The NCO reserves the right to change venue, time and day with 24 hours prior notice to the Contractor.

Q. If the Contractor is a "no show" at a meeting, no payment shall be authorized. If the Contractor is a "no show" more than once, the NCO reserves the right to terminate the contract in accordance with the City's General Terms and Conditions, Section 3.15, Termination for Default in Goods and Services Contracts.

R. If the meeting is delayed or prevented from starting on time due to the Contractor not being prepared to begin video recording at the start of the meeting due to their late arrival at the meeting site, the NCO reserves the right to pay 50% of the Item No. 1 unit price as listed in Appendix C: Pricing/Certification. If this occurs more than five (5) times total during the term of the contract, the NCO reserves the right to terminate the contract in accordance with the City's General Terms and Conditions, Section 3.15, Termination for Default in Goods and Services Contracts.

S. The Contractor shall ensure that all work is performed in a professional manner by knowledgeable, experienced personnel who take all necessary safety precautions and adhere to best industry practices.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Officer-in-Charge or the authorized representative of the Officer-In-Charge, does not perform any of the services as specified herein in a cautious, proper and skillful manner or is intemperate, disorderly, behaves in an uncivilized manner, offends and/or harasses City employees or officials and/or offends the public while performing the work or while at the work site shall, at the written request of the Officer-In-Charge or the authorized representative of the Officer-In-Charge, be removed forthwith by the Contractor or the subcontractor employing such person and shall not be employed again in any portion of the work, without the approval of the Officer-In-Charge or the authorized representative of the Officer-In-Charge. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper execution of the work, the City shall reserve the right to terminate the contract.

Further, if the Contractor, in the opinion of the Officer-In-Charge or the authorized representative of the Officer-In-Charge, does not perform the work in a proper and skillful manner while performing the work or while at the work site, the City shall reserve the right to terminate the contract as per the applicable termination sections of the General Terms and Conditions.

T. Usage Report. The Contractor shall submit a computer generated (preferably Excel format) semi-annual usage report, which shall include the following information: transaction date, City agency, item purchased, the quantity purchased, and the transaction amount. The report shall be submitted six (6) months and twelve (12) months after the start of the contract to bfspurchasing@honolulu.gov. The email subject line shall include the contract no. and the name of the report (ex. MA-MAY-1000000 Usage Report).

U. The Contractor shall have a minimum of two (2) years of experience in videotaping and editing in-person and virtual public meetings on such platforms as Zoom, Microsoft Teams, or Webex.

V. The Contractor shall make every effort in the videotaping gavel-to-gavel coverage to highlight or identify the speaker in order for the viewer to be aware of who is speaking at all times.

W. The Contractor shall maintain a professional demeanor and adhere to a business casual dress code during all meetings.

III. NEIGHBORHOOD BOARD MEETING, SITE, AND SCHEDULE*:

Waianae Coast Neighborhood Board No. 24
Meeting every 1st Tuesday of the month at 6:30 P.M.
Address: Waianae District Park
85-601 Farrington Hwy

Kuliouou/Kalani Iki Neighborhood Board No. 2
Meeting every 1st Wednesday of each month at 6:30 P.M.
Address: Aina Haina Public Library
5246 Kalanianaole Hwy

Manoa Neighborhood Board No. 7
Meeting every 1st Wednesday at 6:30 P.M.
Address: Noelani Elementary School Cafetorium
2655 Woodlawn Drive

Kailua Neighborhood Board No. 31
Meeting every 1st Thursday of the month at 7:00 P.M.
Address: Kailua Recreation Center
21 South Kainalu Drive

Downtown Neighborhood Board No. 13
Meeting every 1st Thursday of each month at 6:00 P.M.
Address: Princess Ruth Keʻelikōlani Middle School Cafetorium
1302 Queen Emma Street

Waimanalo Neighborhood Board No. 32
Meeting every 2nd Monday of the month at 7:00 P.M.
Address: *Waimānalo Public Library*
41-1320 Kalaniana'ole Hwy

Waikiki Neighborhood Board No. 9
Meeting every 2nd Tuesday of the month at 6:00 P.M.
Address: Waikiki Community Center
310 Paoakalani Avenue

Palolo Neighborhood Board No. 6
Meeting every 2nd Wednesday of the Month at 7:00 P.M.
Address: Palolo Elementary School Cafetorium
2106 10th Avenue

Kalihi Valley Neighborhood Board No. 16
Meeting every 2nd Wednesday of the month at 6:30 P.M.
Address: Kalihi Valley District Park
1911 Kamehameha IV Rd, Honolulu, HI 96819

Koolauloa Neighborhood Board No. 28
Meeting every 2nd Thursday of the Month at 6:30 P.M.
Address: Hauula Civic Center
54-10 Kukuna Road

Aliamanu/Salt Lake/Foster Village Neighborhood Board No. 18
Meeting every 2nd Thursday of the month at 6:30 P.M.
Address: National Guard Association
891 Valkenburgh Street

Ewa Neighborhood Board No. 23
Meeting every 2nd Thursday of the month at 6:30 P.M.
Address: Ewa Beach Public Library
91-950 North Road

Wahiawa-Whitmore Village Neighborhood Board No. 26
Meeting every 3rd Monday of the month at 7:00 P.M.
Address: Wahiawa Recreation Center
1139-A Kilani Avenue

Mililani Mauka/Launani Valley Neighborhood Board No. 35
Meeting every 3rd Tuesday of the month at 7:00 P.M.
Address: Mililani Mauka Elementary School
95-1111 Makaikai Street

Nanakuli/Maili Neighborhood Board No. 36
Meeting every 3rd Tuesday of the month at 7:00 P.M.
Address: Nanakuli Public Library
89-070 Farrington Hwy

Makiki/Lower Punchbowl/Tantalus Neighborhood Board No. 10
Meeting every 3rd Thursday of the month at 6:00 P.M.
Address: Makiki District Park, (Old Makiki Community Library, 2nd Floor)
1527 Keeaumoku Street

Pearl City Neighborhood Board No. 21
Meeting every 4th Tuesday of the month at 7:00 P.M.
Address: Momilani Community Center
715 Ho'omoana Street

North Shore Neighborhood Board No. 27
Meeting every 4th Tuesday of the month at 7:00 P.M.
Address: Waialua Elementary School Cafeteria
67-020 Waialua Beach Road

Makakilo/Kapolei/Honokai Hale Neighborhood Board No. 34
Meeting every 4th Wednesday of the month at 7:00 P.M.
Address: Kapolei Civic Center
1000 Uluohia Street

Mililani/Waipio/Melemanu Neighborhood Board No. 25
Meeting every 4th Wednesday of the month at 7:00 P.M.
Address: Mililani Waena Elementary School
95-502 Kipapa Dr

Waipahu Neighborhood Board No. 22
Meeting every 4th Thursday of the month at 7:00 P.M
Address: Waipahu Filcom Center
94-428 Mokuola Street

McCully-Moiliili Neighborhood Board No. 8
Meeting every Last Monday of the month at 6:00 p.m.
Address: McCully District Park Classroom 1 (Ground Floor)
831 Pumehana Street

Hawaii Kai Neighborhood Board No. 1
Meeting every last Tuesday of the month at 7:00 P.M.
Address: Hahaione Elementary School Cafetorium
595 Pepeekeo Street

Liliha/Puunui/Alewa/Kamehameha Heights
Neighborhood Board No. 14
Meeting every 2rd Monday of the month at 6:30 P.M.
Address Maemae Elementary School Cafetorium
319 Wyllie Street

Aiea Neighborhood Board No. 20
Meeting every 2nd Tuesday of the month at 7:00 P.M.
Address Aiea Public Library
99-143 Moanalua Road

Kahaluu Neighborhood Board No. 29
Meeting every 2nd Wednesday of the month at 6:00 P.M.
Address Key Project
47-200 Waihee Road

Diamond Head/Kapahulu/ St Louis Heights No. 5
Meeting every 2nd Thursday of the month at 6:00 P.M.
Address Ala Wai Golf Course Clubhouse 2nd Floor
404 Kapahulu Avenue

Nuuanu/Punchbowl Neighborhood Board No. 12
Meeting every 3rd Tuesday of the month at 7:00 P.M.
Address: Kapālama Hale, Room 153
925 Dillingham Blvd

Kaimuki Neighborhood Board No. 4
Meeting every 3rd Wednesday of the month at 6:30 P.M.
Address: Kaimuki Public Library 1041 Koko Head Avenue

Kalihi Palama Neighborhood Board No. 15
Meeting every 3rd Wednesday of the month at 6:00 P.M.
Address: Kapālama Hale, Room 153
925 Dillingham Blvd

Waialae/Kahala Neighborhood No. 3
Meeting every 3rd Thursday of the month at 7:00 P.M.
Address Ala Wai Golf Course Clubhouse 2nd Floor
404 Kapahulu Avenue

Kaneohe Neighborhood Board No. 30
Meeting every 3rd Thursday of the month at 6:30 P.M.
Address: *Windward Community College,* Hale'akoakoa
45-720 Kea'ahala Road

Ala Moana/Kakaako Neighborhood Board No.11
Meeting every 4th Tuesday of each month at 6:00 P.M.
Address: Makiki Christian Church
829 Pensacola Street

*Refer to Appendix A, Section II, Item P, Neighborhood Boards are subject to change individually for facility contract location, dates and times.

APPENDIX B: TERM/SCHEDULE OF WORK

TERM OF THE CONTRACT. The term of the contract shall start on January 26, 2027, and end on January 25, 2028, unless otherwise mutually agreed upon by the parties hereto.

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

Any extension will be contingent upon receipt of current Hawaii Compliance Express document and receipt of current certificate of insurance.

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.

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-MAY-2076102

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.

In the event a meeting is cancelled by the NCO and the Contractor is not given a minimum of three (3) hours advanced notice, Contractor may bill 25% of the agreed upon fee.

In the event a meeting is canceled through no fault of the Contractor within the first hour after the published start time, NCO shall pay the Contractor 50% of the meeting rate.

In the event a meeting is canceled through no fault of the Contractor more than one (1) hour after the published start time, NCO shall pay the Contractor 100% of the meeting rate.

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1.	Video Taping of Neighborhood Board meetings on island of Oahu at various locations	396	Each	$_____	$_____
2.	Hourly rate for overtime	25	0.25 Hour	$_____	$_____
	Total Sum Bid (Items 1 & 2 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.

It is also understood and agreed that the bid price submitted shall include all travel time to and from the scheduled meeting site, set-up and take down to provide gavel to gavel coverage.

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: _____

WAGE, HOURS AND WORKING CONDITION CERTIFICATE

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

Solicitation No: RFB-MAY-2076102

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

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

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

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

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

Offeror: _____
(Signature)

By: _____
(Print Name)

Title: _____

Date: _____

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 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.

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. 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.

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

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

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

Hourly Rate:	Class:
$20.80	Media Services Technician

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

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

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

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

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

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

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

VII. Payroll Affidavits.

If requested by the City, the Contractor shall submit certified copies of payroll documentation to the City for all employees working under this Contract within five (5) working days after receipt of such request. The Contractor shall be responsible for submission of certified copies of payrolls for all approved subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates

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

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

VIII. Hawaii 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.

IX. Anti-discrimination

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

X. Wages, Hours and Working Conditions of Employees of Contractors Performing Services.

Delete Section 4.7 Wages, Hours and Working Conditions of Employees of Contractors Performing Services in its entirety and replace with the following:

"4.7 Wages, Hours, and Working Conditions of Employees of Contractors Performing Services

(a) Pursuant to HRS Section 103-55, where the Contractor enters into a contract to perform services in excess of $25,000, the Contractor agrees and certifies by

signing a contract with the City that the services to be performed will be performed under the following conditions:

(1) Wages. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. For contracts for services performed by laborers and mechanics, the Contractor or the Contractor's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the Contractor at the time each laborer and mechanic is employed; provided that the Contractor does not have to provide the Contractor's employees the wage rate schedule where there is a collective bargaining agreement; and
(2) Compliance with labor laws. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

(b) For contracts for services performed by laborers and mechanics, the City may withhold from the Contractor so much of the accrued payments as the City may consider necessary to pay to the laborers and mechanics employed by the Contractor or any subcontractor on the job site the difference between the required wages and the wages received and not refunded by the laborers and mechanics.

(c) For services performed by laborers and mechanics, the Contractor shall submit a certified copy of all payrolls weekly to the Officer-in-Charge for review. The Contractor shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, the wage rates contained therein are not less than the applicable rates, and the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Any certification discrepancy found by the City shall be reported to the Contractor and the Officer-in-Charge to effect compliance. Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the Contractor and the Contractor's subcontractors, if any, during the course of the work and preserved for a period of three (3) years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor shall make payroll records available for examination within ten (10) days from the date of a written request by the City or authorized representatives thereof.

(d) For contracts for services performed by laborers and mechanics, the City shall:

(1) Pay or cause to be paid, within sixty (60) days of a determination made by the City, directly to the laborers and mechanics, from any accrued payment withheld under the terms of the contract, any wages or overtime compensation found to be due to laborers or mechanics under the terms of the contract subject to this section; and
(2) Order any contractor to pay, within (60) days of a determination made by the City, any wages or overtime compensation that the Contractor, or any of the Contractor's subcontractors, should have paid to the laborer or mechanic, subject to this section.

(e) Failure to comply with the conditions of HRS Section 103-55 during the period of contract to perform services shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Final payment of a contract or release of bonds or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected.

(f) This section shall apply to all contracts to perform services in excess of $25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

(1) Managerial, supervisory, or clerical personnel;
(2) Contracts for supplies, materials, or printing;
(3) Contracts for utility services;
(4) Contracts to perform personal services under HRS section 46-33(7), (8), and (9), section 76-16(b)(2), (3), (12), and (15), and section 76-77(7), (8), and (12);
(5) Contracts for Professional services;
(6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions;
(7) Contracts to provide transportation services for school children;
(8) Contracts with nonprofit institutions;
(9) Contracts for furniture and equipment type work; or
(10) Existing contracts that were executed prior to the effective date of Act 219, Session Laws of Hawaii 2019."

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".