**SOLICITATION DOCUMENT NO. RFB-ENV-2083917**

**NOTICE TO OFFERORS**
Request for Sealed Bids (RFB)

| | |
|---|---|
| **Description:** | Laboratory Services to Analyze EPA Priority Pollutants by Method 625.1 |
| **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 19, 2026 |
| **Location:** | Division of Purchasing,<br>Department of Budget and Fiscal Services<br>530 South King Street, Room 115, City Hall<br>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

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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: | November 12, 2026 |
| Last Day to Issue Addenda: | November 17, 2026 |
| **DEADLINE FOR OFFERS:** | 2:00 P.M. HST on November 19, 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. Solicitation Addenda.

Delete Chapter 2.19 Solicitation Addenda, section (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.

C. Cost Analysis Data.

Delete Chapter 6.9 Cost Analysis Data in its entirety and replace in lieu thereof 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)."

D. Notary Requirement.

Delete Chapter 8.4 Execution of Contract, section (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 Sum Bid. The City will only consider an offer with pricing on all items listed. The award is subject to the availability of funding.

III. Offeror Qualifications.

The Offeror shall provide documentation that the Offeror meets the requirements below. Failure to comply within five (5) business days of the City's request may be sufficient cause for the rejection of the bid.

A. Experience.

The Offeror shall have a minimum of two (2) consecutive years of experience utilizing the Environmental Protection Agency ("EPA") Method 625.1.

B. Accredited or Certified Laboratory.

The Offer shall have a laboratory accredited or certified by an independent accrediting body to ensure consistent, accurate, and defensible data in environmental analysis, specifically in the National Pollutant Discharge Elimination System ("NPDES") compliance testing and analysis of wastewater.

IV. 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.

V. 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.

VI. Sample of Contract.

A sample of the City & County of Honolulu's ("City") contract form is included as Notice to Offerors - Exhibit 1: Sample Contract. Any questions regarding the City's contract form shall be submitted prior to the solicitation's Deadline to Submit Requests for Clarifications/Substitutions.

# 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-2083917 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.

SAMPLE

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.

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,<br>Department of Budget and Fiscal Services | TITLE: |
| DATE: | DATE: |

APPROVED AS TO FORM AND LEGALITY

_____

Deputy Corporation Counsel

SAMPLE

# APPENDIX A: SCOPE OF WORK

I. Overview.

The Contractor shall provide laboratory services for analyzing the Environmental Protection Agency ("EPA") priority pollutant organochlorine pesticides using Method 625.1 for the Department of Environmental Services, City and County of Honolulu, in accordance with the specifications herein. The analysis of the specified organochlorine pesticides is essential to maintain compliance wastewater treatment plant permits and regulations.

II. References

The following documents are referenced and made a part of Appendix A: Scope of Work. In the case of conflict between the requirements of Appendix A: Scope of Work and those of the listed documents, the requirements of Appendix A: Scope of Work shall prevail.

A. Reference No. 1.

Tetra Tech. March, 1987. "Quality Assurance and Quality Control (QA/QC) for 301(h) Monitoring Programs: Guidance on Field and Laboratory Methods. Prepared for Marine Operations Division, Office of Marine and Estuarine Protection," U.S. Environmental Protection Agency.

B. Reference No. 2.

U.S. Environmental Protection Agency. As specified in the latest edition of 40 CFR Part 136. The determination of Organic Pollutants in Municipal and Industrial Wastewater. Method 625.1.

III. Technical / Performance Requirements.

A. Sample Collection and Shipment.

1. The City shall be responsible for the collection and preservation of samples.

    a. Influent and effluent samples shall be collected and processed by the City in accordance with the protocols stated in Section II (A), Reference No. 1. Samples from different sites are collected and shipped monthly as stated in Table I at the end of Appendix A: Scope of Work.

2. The City shall be responsible for the shipment of the samples to the Contractor.

    a. The Contractor shall provide properly prepared and pre-labeled sample containers, Chain of Custody ("COC") documents, shipping coolers, and specific transporting instructions to the City.

b. The bid prices indicated in Appendix C: Pricing/Certifications shall include all applicable F.O.B. destination shipping costs.

c. The City shall notify the Contractor when the samples are sent.

3. The Contractor shall contact the Point-of-Contact ("POC") by phone or email upon receipt of the samples to confirm that the samples were received.

B. Analytical Procedures.

The Contractor shall analyze samples as described in Section II (B), Reference No. 2. The required analyte shall be provided at the time of shipment as described in the COC documents.

a. EPA Priority Pollutant Organochlorine Pesticides shall be analyzed using Method 625.1.

1) Laboratory Procedures.

Parameters shall be determined according to Table I at the end of Appendix A: Scope of Work and the procedures indicated in Section II (B), Reference No. 2.

a) Samples must undergo both clean-up procedures as per Method 625.1.

2) Calibration and Preventive Maintenance.

Calibration checks of the gas chromatography combined with mass spectrometry ("GC/MS") and preventive maintenance shall be performed for Method 625.1.

3) Quality Control Checks.

As a measure of precision and accuracy, duplicate and matrix spike analyses shall be performed.

a) Method blanks, surrogate compounds, and standard reference materials shall be analyzed.

b) Appropriate corrective measures, such as those listed in Section II (A), Reference No. 1, shall be taken when quality control ("QC") samples fall outside the established limits.

4) Data Quality and Reporting.

The Contractor shall provide a data summary for each sample. Dieldrin data shall be provided in a separate report.

a) All data shall be reported in ug/L units using two (2) significant figures.

b) Results shall be evaluated against the Method Detection Limit (“MDL”). Anything at or above the MDL shall be reported.

c) Data shall not be blank corrected.

d) Spike recoveries, relative percent difference between duplicates, and blank results shall be submitted.

e) The following information shall also be provided:

- Method Detection Limit;
- Minimum level;
- Reporting limit;
- Sample volume;
- Final volume extract;
- Amount of extract injected;
- Instrument calibration verification;
- Detection limit;
- Blank associated with sample;
- Deviations from prescribed method;
- Problems associated with the analysis;
- Confirmation procedures on compound identification;
- Copies of chromatograms; and

- Copy of spectrum of any compound identified and its respective confirmation.

5) Test Results.

The Contractor shall send the test results to the address specified in Appendix B: Term/Schedule of Work, Section II, Delivery Location, within a minimum of twenty-one (21) calendar days, or the Contractor's standard turn-around time, whichever is shorter, after receipt of the sample.

The following data shall be sent in the following formats:

- Executive summary or case narrative in PDF file format.
- Detailed report reflecting all quality control procedures and data validation reports in PDF file format.
- Summarized report in Excel format.

IV. Contractor's Responsibilities.

A. Safety Requirements.

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

B. Technical Assistance.

The Contractor or an authorized representative of the Contractor, shall, whenever requested by the POC or delegated designee of the POC, provide in-person or remote technical assistance and support.

C. Accessibility.

The Contractor shall be accessible by telephone, email, or in person during normal City working hours of 7:00 AM to 3:45 PM, Hawaii Standard Time, excluding City-observed holidays.

Should the Contractor be unavailable during normal City working hours, the Contractor shall submit their support hours to the POC for review and approval within seven (7) calendar days from the execution of the contract. The Contractor shall be accessible by telephone, email, or in person during the mutually agreed upon support hours between the POC and Contractor.

D. Usage Report

The Contractor shall submit a semi-annual usage report. The report 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 number and the name of the report (ex. MA-BFS-1000000-Usage Report).

**Table I**

| Type of Sample | Outfall | Frequency | Number of Samples | Parameter Analyzed |
|---|---|---|---|---|
| Plant Influent, Effluent, and Receiving Waters | Sand Island | Monthly | 5 | EPA Priority Pollutant Dieldrin by Method 625.1 SIM |
| | Waianae | Monthly | 1 | |
| | Kailua | Monthly | 5 | |
| | Others | Monthly | 5 | |
| | Sand Island | Monthly | 5 | EPA Priority Pollutant Heptachlor Epoxide by Method 625.1 |
| | Waianae | Monthly | 1 | |
| | Kailua | Monthly | 5 | |
| | Others | Monthly | 5 | |

## APPENDIX B: TERM/SCHEDULE OF WORK

I. Term.

The term of the Contract is for a period of twelve (12) months and shall commence upon the execution of the contract.

Further, by mutual agreement between the parties hereto, 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 after the initial contract period. Any extension of the contract is subject to the availability of funds, and will be at the same contract unit prices and under the same terms and conditions as specified herein. The contract may be 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 of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or Designee.

II. Delivery Location.

City and County of Honolulu
Department of Environmental Services
Water Quality Lab
91-2060 Frank D. Roosevelt Avenue
Building 2
Kapolei, Hawaii 96707

III. Point-of-Contact.

The City's Point-of-Contact ("POC") and contract administrator for this contract is as follows:

Name: Rona Teppang
Phone: (808) 768-4106
Email: rteppang@honolulu.gov

**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-2083917
Laboratory Services to Analyze EPA Priority Pollutants by Method 625.1

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 | ESTIMATED QUANTITY (12 MONTHS) | UNIT OF MEASURE | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 1 | Laboratory Services to Analyze EPA Priority Pollutant Dieldrin by Method 625.1 SIM | 192 | EACH | $ | $ |
| 2 | Laboratory Services to Analyze EPA Priority Pollutant Heptachlor Epoxide by Method 625.1 | 192 | EACH | $ | $ |
| | | | **TOTAL SUM BID (ITEMS 1 AND 2)** | | $ |

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 (Not Required).

Chapter 2.26 Insurance, shall be deleted in its entirety.

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

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

III. 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.

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."