SOLICITATION DOCUMENT NO. RFB-DFM-2074208

NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description:	Furnish and Deliver Cargo Van
Requesting Agency:	Department of Facility Maintenance, City & County of Honolulu, Hawaii.

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time:	2:00 PM HST
Close Date:	January 5, 2027
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 April Miguel at bfspurchasing@honolulu.gov.

PAULA A. YOUNGLING
Purchasing Administrator

TABLE OF CONTENTS

NOTICE TO OFFERORS

- Schedule of Events
- Special Instructions to Offerors
- Hawaii Bidder/Offeror Preference Certification
- Exhibit 1: Sample Contract
- General Instructions to Offerors

APPENDIX A: SCOPE OF WORK

APPENDIX B: TERM/SCHEDULE OF WORK

APPENDIX C: PRICING/CERTIFICATIONS ***[TO BE SUBMITTED]***

APPENDIX D: SPECIAL PROVISIONS

APPENDIX E: GENERAL TERMS AND CONDITIONS

NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawaii Standard Time (HST).

Deadline to Submit Requests for Clarifications/Substitutions:	December 22, 2026
Last Day to Issue Addenda:	December 29, 2026
DEADLINE FOR OFFERS:	2:00 PM HST on January 5, 2027

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".

A. 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.

B. Brand Name/Model Number/Packaging.

The Offeror shall enter the brand name, model number, or packaging information in the appropriate fields in Appendix C: Pricing/Certifications.

Section 4.1(d) of the General Instructions to Offerors dated 02/09/2017 is deleted in its entirety and replaced with the following:

"(d) Pursuant to HAR § 3-122-21(4)(B), space is provided in the solicitation for: brand name, model number, and/or packaging. An Offeror who leaves the field(s) blank (physically or electronically) shall have their offer rejected as nonresponsive. 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."

C. Cost Analysis Data.

Section 6.9, Cost Analysis Data, of the General Instructions to Offerors dated 2/9/2017 is deleted in its entirety and replaced with the following:

"The City reserves the right to request cost data to conduct a cost analysis. Pursuant to HRS 103D-312 and HAR 3-122 Subchapter 15, this cost data will be used to determine if the offer is fair and reasonable. Information provided by the Offeror may remain confidential and proprietary in accordance with HRS §92F-13(3)."

D. Notary Requirement.

Delete Section 8.4(a) of the General Instructions to Offerors dated 02/09/17 in its entirety and replace with the following:

"(a) Notarization

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

II. Method of Award.

The City shall award a contract to the responsive, responsible Offeror with the lowest Total Price. The award is subject to the availability of funding.

In case of error in extension of price, the unit price shall govern.

III. Offer Submission.

All offers shall be submitted in accordance with GITO Section 4.5 Offer Submissions. Only hard copy offers shall be accepted. Failure to submit a hard copy offer before the deadline for offers shall be a cause for rejection.

IV. Motor Vehicle Industry Licensing Act.

The Offeror shall satisfy the license requirement of Chapter 437 of the Hawaii Revised Statutes, which provides for the regulation and licensing of motor vehicle manufacturers and distributors, their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers, and any other person engaged in the business of selling or negotiating for the purchase of motor vehicles in the State.

Within three (3) calendar days of the City's request, the Offeror shall provide its license number as proof of compliance with the statutory requirement. The City shall reject offerors that cannot provide proof of compliance.

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.

VI. 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.

VII. Service and Repair Facility.

Within three (3) business days of the City's request, the Offeror shall provide the following information on the Offeror's licensed service and repair facility as specified in Appendix A: Scope of Work, Section II(D), Service and Repair Facility. Failure to provide the information timely may be cause for the rejection of the offer.

- Name of company
- State of Hawaii motor vehicle repair license number
- Address
- City, state, zip code
- Contact name
- Phone number
- Facsimile number
- Email address

VIII. After-Market Rust Preventative Treatment Facility.

If the vehicle is treated with an after-market rust preventative treatment, the Offeror shall provide the following information within three (3) business days of the City's request for the after-market rust preventative treatment facility information. Failure to provide the information timely may be cause for the rejection of the offer.

- Name of company
- Address
- City, state, zip code
- Contact name
- Phone number
- Facsimile number
- Email address

IX. 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-DFM-2074208 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.

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

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

Such payments shall be provided from the following funds:
Federal Funds [Dollar Amount]
City Funds [Dollar Amount]

It is hereby agreed by and between the parties hereto that the sum of [Dollar Amount] shall be paid only out of the applicable Federal funds, and that this Agreement shall be construed to be an agreement by the City to pay such compensation to the CONTRACTOR only out of the aforesaid Federal funds when such Federal funds are received from the Federal Government

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

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

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

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

APPROVED AS TO FORM AND LEGALITY

_____
Deputy Corporation Counsel

SAMPLE

APPENDIX A: SCOPE OF WORK

I. Overview

Furnish and deliver one (1) Cargo Van ("vehicle"), as specified herein, to the Department of Facility Maintenance (DFM) of the City and County of Honolulu, Hawaii.

Officer-in-Charge: Robert Primiano
Contact Phone: (808) 768-3500
Contact Email: rprimiano@honolulu.gov

II. Contractor's Responsibilities

A. Pre-Delivery

Prior to delivery of the vehicle to the City, the Contractor shall at its own expense, complete the following:

1. Prepare and endorse all vehicle registration forms. Registration shall be in the name of the City & County of Honolulu without specifying any agency.

2. Ensure that the vehicle meets all applicable Federal, State, and City safety requirements, to include the furnishing of all safety stickers and any required inspection documents.

3. Address any physical damage, discoloration or other visible defects that are not normally present on a new vehicle.

4. Conduct a thorough pre-delivery inspection and performance test of the vehicle. Ensure all of the required features are in working conditions and that the vehicle is in compliance with the contract specifications and provisions.

The City shall be responsible for obtaining the license plate.

B. Delivery

The Contractor shall be responsible for all necessary shipping, transportation, labor, materials, tools, equipment, and work to furnish and deliver the vehicle as specified, completely assembled, serviced, and fully operational.

It shall be the responsibility of the Contractor to comply with all applicable laws of Federal and State governments in the furnishing and delivery of a vehicle to the City.

The City shall be held free from any and all responsibility, and not incur any additional cost or liability in the event that any part is lost, stolen, or damaged en-route to its designated location. Upon receipt of delivered vehicle, the Officer-in-

Charge (OIC) or authorized representative of the OIC reserves the right to reject and return damaged, defective, or over shipments at the Contractor's expense.

C. Final Acceptance

Final acceptance of the vehicle shall be determined by the OIC or authorized representative of the OIC. The vehicle will be accepted only after City testing verifies that the required features for the vehicle are in working condition and that the vehicle is in compliance with the contract specifications and provisions. Delivery shall not constitute final acceptance of the vehicle.

If the vehicle is found to be not in compliance with the contract specifications and provisions, the vehicle shall be returned to the Contractor for replacement, full credit, or correction, at no additional cost to the City.

After final acceptance, if the vehicle is found to be defective or otherwise unacceptable, the Contractor shall correct the matter within ten (10) calendar days of notification by the OIC or authorized representative of the OIC.

D. Service & Repair Facility

The Contractor shall have an established facility on Oahu that is licensed to service and repair the furnished vehicles. The facility must be authorized by the vehicle manufacturer to provide warrantied service and repairs. If the Contractor does not have its own facility on Oahu, the Contractor shall designate a licensed service and repair facility that is authorized by the manufacturer of the vehicle to perform warrantied work.

The City reserves the right to inspect the service and repair facility and may request a copy of the agreement between the vehicle manufacturer and the facility. In addition, if the service and repair facility is other than the Contractor's own, the City may request a copy of the agreement between the Contractor and the designated facility to provide service and repair under the manufacturer's warranty.

E. Rust Prevention

Vehicles shall be treated with rust-preventative material if specified in the Minimum Specifications.

F. Accessibility

The Contractor shall be accessible by telephone, in person, or by email during regular City business hours of Monday through Friday, 7:45 A.M. to 4:30 P.M., Hawaii Standard Time. Differing hours of accessibility may be accepted with the approval of the OIC or authorized representative of the OIC.

G. Technical Assistance

During the period of the vehicle warranty the Contractor must, whenever requested by the corresponding OIC or authorized representative of the OIC, provide all technical assistance at no cost to the City. Technical assistance includes, but is not limited to, usage, maintenance, service repairs, and identification of replacement parts.

H. Licenses and Permits

Any and all inspections, licenses, and permits required to fulfill this contract shall be provided by the Contractor and the Contractor shall abide by any and all Federal, State, and County and City laws and rules affecting this work, for all of which the Contractor shall bear the necessary expense.

III. Minimum Specifications

The minimum specifications for the vehicle are detailed on the following Appendix A: Scope of Work, **ATTACHMENT I – MINIMUM SPECIFICATIONS** as provided by DFM.

ATTACHMENT I - MINIMUM SPECIFICATIONS

M4 2025-791
Priority 18, FY 26 CIP
RQS-DFM-2600181

CARGO VAN WITH FLOOR COVERING, CARGO PARTITION, AUXILIARY LIGHTING and 2-WAY RADIO

1.	Model:	New, Current Production Year or Later.
2.	GVWR:	9,350 lb.
3.	Dimensions:	
	Overall Height:	95" maximum.
	Overall length:	210" minimum to 240" maximum.
	Wheelbase:	135" maximum.
4.	Cargo Capacity:	Minimum 235 cu. ft. (volume behind 1st row).
5.	Cargo Van Interior:	Cargo area flooring shall be rubberized composite rigid flooring with anti-slip provision. StabiliGrip as offered by Legend Fleet or approved substitute. Rail joints shall be used when connecting individual pieces. Metal sills shall be installed at all cargo door openings.
	Partition:	Steel partition with centered see through or perforations allowing visibility of cargo area. Two (2) each utility hooks, one on each side of partition. Contractor to confirm partition style and hook location with the City OIC prior to installation.
6.	Engine:	Minimum 5.3L V-8 or 310 horsepower.
7.	Doors:	Passenger side cargo 60/40 manufacturer's available swing out or sliding doors with fixed windows. Two (2) rear swing out doors with windows.
8.	Transmission:	Manufacturer's RWD with automatic transmission, 3.42:1 or manufacturer's closest Differential ratio, Limited Slip as available from the manufacturer.
9.	Exhaust Emission Control System:	Compliant with Federal Environmental Protection Agency (EPA) emission control standards.
10.	Brakes:	Manufacturer's standard with Anti-Lock Brake System.
11.	Steering:	Hydraulic integral power with tilt wheel.

12.	Reverse Alarm:	112 dB electronic type to operate with backup lights.
13.	Running Boards:	Manufacturer's Standard for driver and passenger.
14.	Safety Requirements:	Compliant with Federal Motor Vehicle Safety Standards. (FMVSS).
15.	Air Conditioning:	Factory installed air-conditioning system. After-market air conditioning system will be rejected.
16.	Keys:	Three (3) complete sets of keys shall be provided.
17.	Color:	Manufacturer's Standard Bright White
18.	Rust Preventative Treatment:	The vehicle shall be treated with rust preventative treatment provided by the vehicle manufacturer with a warranty for a minimum of five (5) years or 100,000 miles whichever occurs first.
19.	Accessories:	Manufacturer's AM/FM Radio, Spare Tire, OE installed Power Rear View Mirrors, Windows and Door Locks, Rear Vision Camera, Bluetooth Wireless Cellphone Connectivity, Warning Triangle Kit, 5lb. ABC Fire Extinguisher with Mounting Bracket (City to install) and: All items, equipment or accessories listed in the manufacturer's specifications and/or brochure as standard equipment, whether specified herein or not, shall be included.
20.	Auxiliary Lighting:	
	Body Lighting:	Furnish and install four (4) remote flashing warning light heads, Whelen Model TLIA or approved substitute, one each forward facing in the left and right front grill area and one each rear facing in the left and right rear body panel. Shall include individual activation of front and rear lighting using clearly labeled dash mounted lighted switches. Contractor shall receive approval from the City Officer-in-Charge or designee prior to final installation of the strobes, controls and switches.
21.	2-Way Radio:	Furnish and install P25, 700/800 MHz Trunking, 2-Way Radio, Model APX4500 Enhanced (Part #M22URS9PW1BN), JVC Kenwood P25 2-Way radio including programming cables, L3Harris XG-25M 2-Way radio including programming cables or approved substitute with the following features:

- ENH: 3 Year Essential Svc, Part Number: G24AX
- ENH: Over-the-Air Provisioning, Part Number: G996AS
- ADD: BlueTooth / WiFi /GNSS Flexible Cable LMR 195, Part Number: GA00250AA
- ADD: TDMA Operation, Part Number: GA00580AA
- ADD: Remote Mount O2 APXM, Part Number: G67DQ
- ADD: 9600 Trunking Baud Single System, Part Number: QA02756AD
- ADD: Auxiliary Speaker 7.5 Watt APX, Part Number: B18CR
- ADD: AES Encryption and ADP, Part Number: G843AH
- ADD: APX O2 CH (Grey), Part Number: GA00804AA
- ADD: APX Control Head Software, Part Number: G444AH
- ADD: Antenna ¼ Wave 762-870 MHz, Part Number: G335AW
- ADD: Radio Authentication, Part Number: GA01767AG
- ADD: Standard Palm Microphone, Part Number: W22BA
- ADD: Baseline Release Sw. Part Number: QA09113AB
- ADD: Multikey Operation, Part Number: W969BG

THE ABOVE PART NUMBERS ARE L3HARRIS.

The radio shall not be mounted on the floor of the cab or in a location that prevents full and unrestricted driver or passenger seat adjustments.

The remote-mounted microphone shall be mounted within easy reach of the vehicle operator while seated. Speaker shall be mounted in an area that will not obstruct any cab features or interfere with driver's view or legroom. Antenna shall be mounted in accordance with the manufacturer's requirements along roof's centerline and properly sealed to prevent water intrusion into the cab.

Contractor shall also install ignition sense wire (wire the radio to the ignition) as per manufacturer's specifications.

Radio programming shall be the responsibility of the City.

22.	Manuals:	One (1) only, per unit, Operator's Manual. Parts and service manuals shall be provided on CD's, flash drive or no cost internet access if available.
23.	Warranty:	The vehicle manufacture's 6 year or 100,000 mile warranty whichever occurs first, zero deductible shall be offered. All warranties expressed or implied must be submitted in writing and will become a part of the contract. Maintenance services, adjustments and their parts and physical damages or any other standard exclusions from the manufacturer's warranty protection plan shall not be covered.

APPENDIX B: TERM/SCHEDULE OF WORK

I. Delivery.

Delivery shall be made, Freight on Board (FOB) Destination, within 360 days of the commencement date indicated on the Notice-to-Proceed (NTP), unless otherwise extended in accordance with Chapter 4.2(d) of the City's General Terms and Conditions dated 02/01/2015 by:

A. Written amendment agreed upon by both parties;

B. 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

C. Request of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.

Delivery shall be made to the following address:

Department of Facility Maintenance
Division of Automotive Equipment Service
Halawa Corporation Yard
99-999 Iwaena Street
Aiea, HI 96701

Delivery shall be during regular City business hours of Monday through Friday, 7:45 A.M. to 4:30 P.M., Hawaii Standard Time. The Contractor shall coordinate delivery arrangements with the Officer-in-Charge (OIC) or authorized representative of the OIC and provide advance notice of delivery to the City, as well as notice of any delays and/or backorders.

THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED AS THE OFFEROR'S BID.

The Offeror shall not include samples or descriptive literature unless expressly requested. Any unsolicited samples, descriptive literature, or attachments will not be examined or tested, and will not be deemed to vary any of the City's provisions or requirements.

APPENDIX C: PRICING/CERTIFICATIONS

_____
Offeror's Legal Business Name

Director of Budget and Fiscal Services
City and County of Honolulu
Honolulu, Hawaii 96813

SOLICITATION NO. RFB-DFM-2074208

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	CARGO VAN WITH FLOOR COVERING, CARGO PARTITION, AUXILIARY LIGHTING and 2-WAY RADIO M-4 #2025-791 RQS-DFM- 2600181	1	EA	$ _____	$ _____

Manufacturer: _____

Model: _____

Year: _____

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

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

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

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

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

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

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

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

OR

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

State of Incorporation or Organization: _____

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

☐ Other: _____

Respectfully submitted,

_____

Offeror's Legal Business Name

_____

Signature

_____

Print Name and Title of Above

Business address: _____
(Street Address)

City, State, Zip Code: _____

Business mailing address: _____
(If other than address above)

City, State, Zip Code: _____

Payment mailing address: _____
(If other than address above)

City, State, Zip Code: _____

Business Telephone No: _____

Business Cellular No: _____

Business Fax No.: _____

Business E-Mail Address: _____

Person to Contact if Awarded: _____

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

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

CERTIFICATE OF ACCEPTANCE
OF SOLICITATION REQUIREMENTS

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

1. The Offeror has read this solicitation document including any addenda, in its entirety;

2. The Offeror understands and agrees to furnish, deliver, and perform the requirements of the solicitation in strict compliance with the solicitation document as amended, including any specifications, plans, and scope of work descriptions, without any exceptions, if awarded a contract;

3. The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;

4. The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;

5. The Offeror will make all modifications or customizations to the brand and model being offered as necessary to meet all specifications, at no additional cost. Offeror guarantees that all modifications or customizations done to meet specifications shall not affect the quality or operation of the product; and

6. The Offeror understands that **FAILURE TO MEET CONTRACT REQUIREMENTS WILL CONSTITUTE A BREACH OF CONTRACT THAT MAY RESULT IN SUSPENSION OR DEBARMENT, AND THE EXERCISE OF RIGHTS AND REMEDIES AS PROVIDED BY LAW.** Contract requirements include any specifications, plans, and scope of work descriptions;

7. The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Offeror's Legal Business Name: _____

Signature: _____

Title: _____

Date: _____

END OF APPENDIX C.

APPENDIX D: SPECIAL PROVISIONS

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

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

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

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

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

"(a) No payment for any material or equipment that is affixed, movable or removable, delivered to the site of the work under the contract will be made until said material or equipment is incorporated into the parts of the project required to be constructed under the contract. Payment for the delivered material or equipment shall be included in the monthly progress payment under the appropriate cost item.
(b) Specialized or Special Ordered Materials, Equipment. The Officer-in-Charge may, to the extent provided for in the contract, include in the monthly estimate for progress payment the delivered cost of specialized materials, special ordered materials or equipment usable only for the contract. Such inclusion in the monthly estimate will be allowed only if all costs are substantiated by evidence of delivery and payment, and only for such materials or equipment as are specifically described or referred to in the contract as being the subject matter for such inclusion in the monthly estimate for progress payment. Payment to the Contractor shall not terminate the Contractor's responsibility or ownership of such materials or equipment until incorporated in place and accepted by the Officer-in-Charge. The Contractor shall be responsible for the safekeeping of such specialized materials or equipment until incorporated into the work and accepted by the Officer-in-Charge. The amount included for payment under this subsection shall be subject to the retention requirement."

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

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

II. Indemnity for Willful or Intentional Misconduct.

Delete Section 2.10 Indemnity of the General Terms and Conditions dated 2/1/15 in its entirety and replace with the following:

"2.10 Indemnity

The contractor shall perform the work as an independent contractor and shall indemnify and hold harmless the City, its departments, and all of their officers, employees or agents, from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefor including reasonable attorney fees and cost of defense, caused by error, omissions, negligence or willful or intentional misconduct in the performance of the contract by the contractor or the contractor's subcontractors, agents and employees, and this requirement shall survive the termination of contract."

III. Contractor Performance Records.

The City 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. 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.

V. Purchase Option.

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

A. The City must exercise the purchase option within one hundred eighty (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.

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

D. This purchase option shall only be authorized upon mutual agreement between the City and the Contractor.

VI. Invoicing.

The Contractor shall provide the following information on its invoice for each vehicle.

- Vehicle identification number
- Solicitation number (RFB-DFM-2074208)
- Contract number

VII. Insurance.

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

VIII. Hawai'i Bidder/Offeror Preference.

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

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

APPENDIX E: GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the City and County of Honolulu dated 2/1/15

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 2/1/15 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at www.honolulu.gov/pur ; click on the link titled: " Instructions, Terms & Conditions".