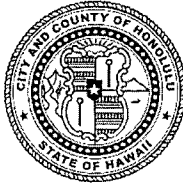


SOLICITATION DOCUMENT NO. RFB-OSD-2074906



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Furnish and Deliver Uniform Hats

Request Agency: The Honolulu Ocean Safety Department, City & County of Honolulu, Hawaii.

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 14:00 HST

Close Date: October 15, 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 Thomas Cranford at bfspurchasing@honolulu.gov.

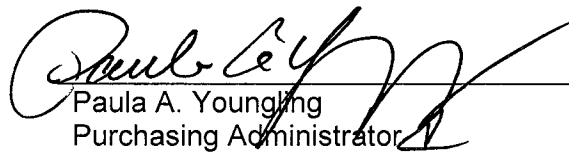

Paula A. Youngling
Purchasing Administrator

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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:	October 1, 2026
Last Day to Issue Addenda:	October 8, 2026
DEADLINE FOR OFFERS: (HARDCOPY OFFERS ONLY)	14:00 HST on October 15, 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. Delete Section 2.18 in its entirety and replace it with the following:

"2.18 Request for Substitutions.

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

Alternate brands, makes, or methods may be qualified through the submittal of a written request for substitution for review and approval. An alternate brand, make, or method approved for one procurement or project is not to be considered as approved for any other procurement of project. Offeror shall submit a written request for substitution no later than the deadline stated in the solicitation documents. Requests received after the deadline will be denied.

The written request must be submitted together with technical brochures which shall either be marked or be accompanied by a statement of variances. The statement of variances must list all features of the proposed substitution which differ from the contract documents, and must further certify that the substitute has no other variant features. The brochures must include sufficient evidence to enable the City to evaluate each feature listed as a variance. Should an unlisted variance be discovered after installation or delivery of the item, the Contractor shall immediately replace the item with the specified item at no cost to the City and without any extension to the contract completion time.

The written substitution request shall be submitted in the following format:

SECTION/ITEM	SPECIFIED BRAND	SUBSTITUTE	VARIANCE
--------------	-----------------	------------	----------

If sufficient evidence to make a determination of acceptability of the proposed substitute does not accompany a request for substitution, the request shall be denied unless the City allows further evidence to be submitted to qualify the same model and provided that such evidence is submitted prior to the specified deadline unless such period is extended by the City.

Written request for substitution may be submitted via email to bfspurchasing@honolulu.gov or by person/mailed hardcopy to:

City and County of Honolulu
Budget and Fiscal Services
Purchasing Administrator
530 South King Street, Room 115
Honolulu, Hawaii 96813

Substitution requests not complying with the above requirements may be denied."

C. Delete Section 2.19 Solicitation Addenda (b)(2) in its entirety.

The City is posting all formal solicitations on the State of Hawaii – Hawaii Awards & Notices Data System (HANDS) (<https://hands.ehawaii.gov/>) for goods, services, construction, grants and concessions. HANDS gathers information from multiple state and county procurement platforms and displays it all in one place. Offerors are solely responsible to check HANDS website for any updates and addenda issued by the City.

D. Delete Section 4.1(d) in its entirety and replace 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 non-responsive. If a solicitation already specifies a brand name, model number, and/or packaging, an Offeror shall only input a brand name, model number, and/or packaging that is pre-approved or approved during the solicitation, or their bid may be rejected as non-responsive. This paragraph shall not apply to service solicitations."

E. Delete Section 6.9 Cost Analysis Data, 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)."

F. Delete Section 8.4(a) Notarization, 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 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. HCE Compliance.

Prior to the award of the contract, the successful Offeror shall be registered as "Compliant" on the State of Hawaii Compliance Express System (<http://vendors.ehawaii.gov>) or submit the required tax clearances from the State Department of Taxation and Internal Revenue Service, the Certificate of Compliance with the State Department of Labor and Industrial Relations, and the Certificate of Good Standing with the Department of Commerce and Consumer Affairs Business Registration Division. Failure to provide proof of compliance, within the time that may be permitted by the CITY, will result in the rejection of the offer.

The CITY reserves the right to award to the next responsible Offeror if all certificates and other required documentation are not submitted within the time as specified in the CITY's request.

IV. Contractor's Qualifications.

The Contractor shall be an authorized manufacturer's dealer or representative of the products and services being offered. Offeror shall provide documentation of within five (5) business days of City request.

V. Hardcopy Offers Only.

Offers submitted via email or electronically shall be rejected. All offers must be signed in ink and submitted to the address specified above by the deadline stated in the Schedule of Events.

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.

VII. Hawai'i Bidder/Offeror Preference

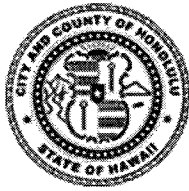
The Hawai'i Bidder/Offeror preference shall be applicable to this solicitation, for evaluation purposes only. Bidders/Offerors that wish to qualify for the five percent (5%) discount preference shall submit a completed Hawai'i Bidder/Offeror Preference Certification form with its bid/offer. The five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

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

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

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

under penalty of perjury that:

1. The Hawaii Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii that has been staffed by the Hawaii Bidder/Offeror or an employee of the Hawaii 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-OSD-2074906 is submitted under the name under which the Hawaii Bidder/Offeror is authorized to do business in the State of Hawaii; 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 Hawaii; and
4. The Hawaii Bidder/Offeror will maintain these qualifications throughout contract performance; and
5. If the Hawaii Bidder/Offeror is a joint venture, the Hawaii 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 Hawaii Bidder/Offeror pursuant to Hawaii Revised Statutes §103D-702.

(Signature)

(Date)

NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT

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

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

WITNESSETH THAT:

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

WHEREAS, a solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes (HRS) and the related Hawaii Administrative Rules ("HAR"). The CONTRACTOR has been identified as the lowest responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the invitation; and

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

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

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

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions (GTC)

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

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

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

Such payments shall be provided from the following funds:

Federal Funds	[Dollar Amount]
City Funds	[Dollar Amount]

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

APPENDIX A: SCOPE OF WORK

I. Overview.

Furnish and Deliver Uniform Hats for the Honolulu Ocean Safety Department ("HOSD").

II. Minimum Specifications.

A. Item No. 1, Mid-Crown Uniform Hat

1. Style: Mid-crown, curved visor, adjustable-fit
2. Material:
 - a. Front Panel: Full fabric
 - b. Mid and Back Panels: Full fabric perforated mesh
3. Structure: Structured.
4. Closure: Seven (7)- position snapback closure. Velcro closures shall be rejected
5. UPF Rating: 30+ UPF rating
6. Panels: Six (6) panel construction – see attached Exhibit 1
7. Sizes: Adult regular fit "R", adult large fit "L", adult extra-large Fit "XL"
8. Colors: Both red and black colorways shall be available
9. Logo:
 - a. Embroidery: Five (5) color embroidered logo on front (gold, red, blue, white, and black)

Gold embroidered "OCEAN SAFETY" on back
 - b. Placement: Centered on front, crescent on back – see attached Exhibit 1
 - c. Size: Adjusted accordingly to fit proportionally to center front of hat
 - d. Design: See attached Nos. 2 and 3

B. Item No. 2, High-Crown Uniform Hat

1. Style: High- crown, curved visor, adjustable-fit
2. Material:
 - a. Front Panel: Full fabric
 - b. Mid and Back Panels: Full fabric perforated mesh
3. Structure: Structured.
4. Closure: Seven (7)- position snapback closure. Velcro closures shall be rejected
5. UPF Rating: 30+ UPF rating
6. Panels: Six (6) panel construction – see attached Exhibit 1
7. Sizes: R, L, and XL
8. Colors: Both red and black colorways shall be available
9. Logo:
 - a. Embroidery: Five (5) color embroidered logo on front (gold, red, blue, white, and black)

Gold embroidered "OCEAN SAFETY" on back
 - b. Placement: Centered on front, crescent on back – see attached Exhibit 1
 - c. Size: Adjusted accordingly to fit proportionally to center front of hat
 - d. Design: See attached Exhibit Nos. 2 and 3

II. Artwork.

The HOSD will provide the standard basic camera-ready designs (logo film positive) for, the hats. The Contractor shall be responsible for all film positives for embroidery on hats as specified herein. Such produced film positives created shall become the property of the City. The Contractor shall not utilize the design in any way without prior approval of the City. The Contractor shall be responsible for delivery of the film positives to the Honolulu Ocean Safety Department at the termination of the Contract period, but shall store the film positives for the duration of the contract at no additional cost to the City.

III. Warranty.

All items shall carry a minimum of one (1) year of warranty against manufacturing defects. Items returned for warranty issues during this time shall be replaced or repaired immediately, at no cost. It is understood that the warranty period commences upon final acceptance of the hats.

IV. Contractor Responsibility.

A. Authorized Dealer.

The Contractor shall be an authorized manufacturer's dealer or representative of the brand(s) and services being offered.

B. Contractor Accessibility.

Contractor shall be accessible by telephone, in person, or by email during normal City working hours of 7:45 a.m. to 4:30 p.m. Hawaii Standard Time including all state and federal holidays.

C. Technical Assistance.

The Contractor shall, whenever requested by the OIC, or designated representative, provide all technical assistance at no cost such as, but not limited to, product updates and warranty services.

D. Samples.

Prior to the first order, a digital sample of the final hat design with hat color and logo for each item shall be delivered via email to the OIC or designated representative, for approval. Contractor shall then furnish, at no cost to the City, a sample of the finished product(s) to the OIC or designated representative for final approval, prior to printing the first order.

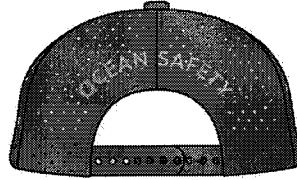
E. Packaging.

The Contractor shall ensure that each case, carton, box, or packaging is clearly marked as to its contents, quantities, size, etc.

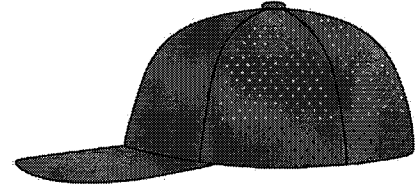
Exhibit 1



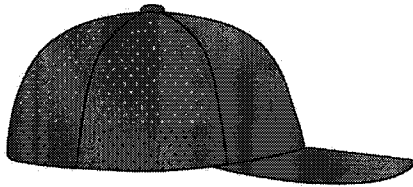
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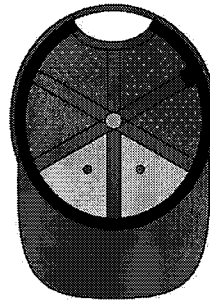
hat_back.jpg



hat_right.jpg



hat_left.jpg



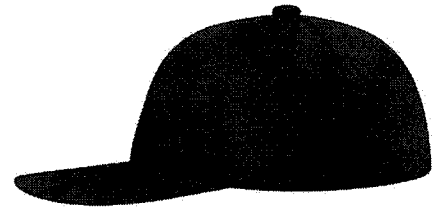
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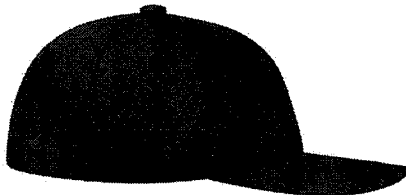
hat_front.jpg



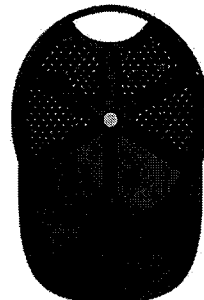
hat_back.jpg



hat_right.jpg



hat_left.jpg



hat_inside.jpg

Exhibit 2



Exhibit 3



APPENDIX B: TERM/SCHEDULE OF WORK

I. Term of the Contract.

The term of the Contract shall be for a twenty-four (24) month period from the execution date 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 thirty-six (36) months. Any extension to 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.

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

- A. a letter issued by the Department of Budget and Fiscal Services Director or designee and acceptance of the extension by endorsement on said letter by the Contractor; or
- B. request of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.

II. Delivery.

Deliveries shall be made to:

Honolulu Ocean Safety Department
3823 Leahi Avenue
Honolulu HI 96815

The City reserves the right to add or change the delivery address specified on the Delivery Order ("DO") or Purchase Order ("PO").

All items shall be delivered within forty-five (45) calendar days of issuance of the DO or PO unless specified by mutual agreement.

The Contractor shall coordinate delivery with the Officer-in-Charge at least forty-eight (48) hours prior to delivery. Upon receipt of delivered goods, the Officer-in-Charge reserves the right to reject and return damaged, defective or over shipments of goods at the Contractor's expense. Contractor is to notify the Officer-in-Charge of any delays and back orders prior to items being shipped.

III. Officer-in-Charge.

Officer-in-Charge: Chief Kurt Lager
Phone No.: 808-723-7855.
Email: klager@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-OSD-2074906
Furnish and Deliver Uniform Hats

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. All prices shall be based on strict compliance with the City's requirements and shall be inclusive of applicable taxes and shipping. The quantities below are estimates for a twelve-month period only.

ITEM	DESCRIPTION	EST QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	Mid-Crown Uniform Hat	350	EACH	\$	\$
	Brand Name: _____				
	Model: _____				
2.	High-Crown Uniform Hat	350	EACH	\$	\$
	Brand Name: _____				
	Model: _____				
Total Sum Bid (Inclusive of Item Nos. 1 to 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: _____

Print Name: _____

Title: _____

Date: _____

END OF APPENDIX C.

APPENDIX D: SPECIAL PROVISIONS

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

A. Indemnity for Willful or Intentional Misconduct.

Delete Chapter 2.10 Indemnity 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, 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).

Delete Chapter 2.26, Insurance 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 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.”

2. Delete Chapter 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."

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. 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.

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. Placing of Orders.

Orders will be placed with the Contractor on an as-needed basis. The City shall provide the Contractor with a confirmation Delivery Order (DO) number, Purchase Order (PO) number, or P-card number upon ordering and relevant information required for the purchase.

V. Compensation and Payment Schedule.

A. Unless otherwise specified herein, payments will be made after delivery of all goods called for in any single Delivery Order/ Purchase Order/ P-card order.

B. Invoices, in triplicate, must be submitted to the POC, with the following information:

- Delivery Order/ Purchase Order/ P-card numbers
- Master Agreement contract number
- Item number
- Description of item
- Quantity
- Unit price
- Extended total

Payments will be computed in accordance with the unit price specified in Appendix C: Pricing/Certifications.

VI. Non-exclusive Right to the Logo of the City.

All official seals and logotypes of the City are the sole property of the City and this solicitation or its resulting Contract does not convey any right, title, ownership, license or other interest in the seal or logotype of the City agencies to the Offeror or Contractor.

The City authorizes the Contractor to use the seals or logotypes of the City, as provided for in the provisions of this Contract, for the sole purpose of printing or otherwise reproducing or affixing the seal or logotype of the City on the items produced in accordance with the provisions of the Contract.

Upon completion of the Contract, unless otherwise requested by the City, the Contractor shall return all samples or proofs, layouts, and any other template used in the production of the items to the City. If requested by the City, the Contractor shall confirm in writing the compliance with these requirements.

VII. Additional Discounts.

The Contractor may offer a voluntary discount at the time of request due to additional cost savings due to consolidation of ordered materials, promotional discounts, etc.

VIII. Discontinued or Obsolete Makes and/or Models.

If any make and/or model number is discontinued or made obsolete by the manufacturer, it is the Contractor's responsibility to provide, in a timely manner, the current make and/or model number or an equal substitution. The information shall then be researched and samples evaluated as needed, with approval of said change by the OIC at no additional cost to the City. Replacement changes will be incorporated into the Contract via contract amendment.

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. 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".