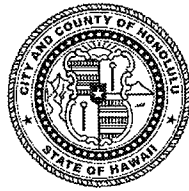


SOLICITATION DOCUMENT NO. RFB-ENV-1987404



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Furnish, Deliver, and Install Uninterruptible Power Supply (UPS) Hardware

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

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 14:00 HST

Close Date: June 29, 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 Keiko Raiola at bfspurchasing@honolulu.gov.

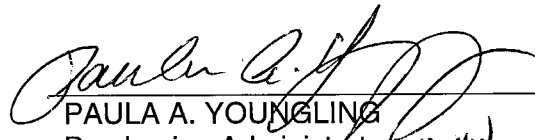

PAULA A. YOUNGLING
Purchasing Administrator *KS UN*
LR

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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: June 22, 2026

Last Day to Issue Addenda: June 25, 2026

DEADLINE FOR OFFERS: 14:00 HST on
June 29, 2026

NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

I. GENERAL INSTRUCTIONS TO OFFERORS FOR THE CITY AND COUNTY OF HONOLULU DATED 02/09/2017

The General Instructions to Offerors for the City and County of Honolulu dated 02/09/2017 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Instructions." Copies may be obtained online at www.honolulu.gov/pur; click on the link titled: " Instructions, Terms & Conditions".

II. METHOD OF AWARD

The City shall award 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. SAMPLE OF CONTRACT

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

IV. UPDATES TO THE GENERAL INSTRUCTIONS TO OFFERORS DATED 02/09/17

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, and/or Packaging

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

Delete Chapter 4.1(d) of the General Instructions to Offerors dated 02/09/17 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."

C. Cost Analysis Data

Delete Section 6.9 Cost Analysis Data of the General Instructions to Offerors dated 02/09/2017 in its entirety and replace with the following:

"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 02/09/2017 in its entirety and replace with the following:

"(a) Notarization

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

V. FIELD STOCKING LOCATION

Within two (2) business days of the City's request, the Offeror shall provide the following information on the Offeror's field stocking location as specified in Appendix A: Scope of Work, Section III.H. Field Stocking Location. Failure to provide the information timely may be cause for the rejection of the offer.

- A. Name of Company
- B. Address
- C. City, State, Zip Code
- D. Contact Name
- E. Phone
- F. Facsimile
- G. Email Address

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.

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

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

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

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

APPENDIX A: SCOPE OF WORK

I. OVERVIEW

Furnish, Deliver, and Install Uninterruptible Power Supply (UPS) Hardware, Supplemental Batteries, and Extended Warranty as specified herein for the Department of Environmental Services, City and County of Honolulu, Hawaii.

The hardware will be utilized across multiple sites with uniformity across all sites. The largest site will require backup power for five (5) computer servers, one (1) storage server, and six (6) network switches.

The Contractor shall provide installation services, usage training, and technical support. All hardware shall be new, unused, and come with full factory warranty and manufacturer support. The hardware and services must be provided according to the specifications below.

II. TECHNICAL / PERFORMANCE REQUIREMENTS

A. Item No. 1 – UPS Main Unit

1. Brand Name, Model
 - a. Toshiba, 1610 or approved substitute
2. Power Requirements
 - a. Must be able to accommodate both 208V and 120V input voltage configurations
 - b. 120V output voltage
 - c. Minimum 40A output current rating
 - d. 10kVA / 9kW minimum power rating
3. Runtime
 - a. Minimum backup power runtime (with supplemental batteries) of 120 minutes at 12.5A current draw
4. Supplemental Battery Connections
 - a. Ability to chain an additional two (2) external supplement battery units for extended runtime
5. Efficiency
 - a. Minimum 90% efficiency

6. Heat Generation Rate
 - a. Maximum 3800 BTU/hr
7. Form Factor
 - a. Free-standing chassis
 - b. Locking casters
 - c. Front access for battery replacement
 - d. Installation footprint not to exceed 28" width by 36" depth including side clearances
8. Communications
 - a. Ability to message alarms to plant network via SMTP
 - b. Ethernet connectivity required
 - c. Required alarm messaging shall include: UPS on Backup Power, UPS Low Battery Level
9. Additional Features
 - a. Integral maintenance bypass switch
 - b. Current draw meter
 - c. Conformally coated circuit boards
10. Accessories

Any and all other standard items of components and accessories listed in the manufacturer's specifications and/or brochures to be completely operable, whether specified herein or not, shall be included.

B. Item No. 2 – Supplemental Battery Unit

1. Runtime
 - a. Minimum backup power runtime (with supplemental batteries) of 120 minutes at 12.5A current draw
2. Form Factor
 - a. Vertically stacking with main UPS unit
 - b. Front access for battery replacement
3. Accessories

Any and all other standard items of components and accessories listed in the manufacturer's specifications and/or brochures to be completely operable, whether specified herein or not, shall be included.

C. Item No. 3 – Extended Warranty

1. The Contractor shall provide a five (5) year total extended warranty for the complete UPS Main Units and Supplemental Battery Units in its entirety:
 - a. Comprehensive service and preventive maintenance coverage that includes all factory defects, repair or replacement costs, Contractor's labor, travel expenses, hardware, and parts.
 - b. Shall include one (1) preventive maintenance performed each year of extended warranty at a time agreed to by the City.
 - c. The extended warranty period shall start upon final acceptance by the City and be paid by lump sum at the start of the warranty period.

2. Technical Assistance

During the period, the Contractor shall, whenever requested by the City, provide all technical assistance at no cost to the City including, but not limited to, equipment usage, maintenance, service repairs, and identification of replacement parts, etc. The Contractor shall provide Next Day Business (NBD) support, whenever requested by the City, to ensure minimal downtime.

III. CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for all necessary shipping, transportation, labor, materials, tools, equipment, and work to furnish, deliver, and install the hardware as specified herein.
- B. The Contractor shall maintain its own service organization and/or have an organized service network, with manufactured trained personnel trained in the installation and maintenance of the hardware specified herein.

C. Installation

The Contractor shall supply all labor, travel, material, parts, accessories and any incidentals necessary to connect, mount, or otherwise put in operation for the UPS hardware specified. Installation shall be performed by a manufacturer trained representative and shall be coordinated with the City.

Within thirty (30) calendar days of the issuance of the Notice to Proceed ("NTP"), the Contractor shall identify, to the City, all requirements necessary to install the hardware.

D. Startup

The Contractor shall provide a minimum of six (6), 4-hour startup service to configure required equipment, verify correct installation, and confirm proper operation of all servers and storage arrays.

E. Training

The Contractor shall provide a minimum of one (1), 4-hour session of hands-on instruction on user operation and equipment maintenance, to ensure complete familiarization, with manufacturer's recommendation. If applicable, during the training time, the Contractor shall provide training for personnel to obtain any requisite certifications essential for equipment usage.

The instructor shall be factory trained in providing said instruction. The training shall be presented at a location, date and time coordinated with the City.

F. Documents

The Contractor shall supply six (6) sets of the following with delivery of the hardware:

1. Operation Manual
2. Service and Maintenance Manual
3. Parts List

Parts and service manuals may be provided via online (internet) digital sources, CD's or thumb drives in lieu of the printed and bounded manuals.

G. Accessibility

The Contractor shall be accessible by telephone, in person, or by email 24/7 for emergency and technical support.

H. Field Stocking Location

The Contractor shall utilize a Local Field Stocking Location (FSL) to ensure rapid parts availability. This FSL must be an established facility located on Oahu to provide prompt service and reduce equipment downtime, ensuring critical components are readily accessible for warranty replacement and repairs. The facility must be AUTHORIZED BY THE MANUFACTURER OF THE EQUIPMENT to provide warrantied services and parts. If the Contractor does not have its own facility on Oahu, the Contractor shall designate a facility that is authorized by the manufacturer of the equipment. The City reserves the right to inspect the facility.

The City may request a copy of the agreement between the manufacturer of the equipment being offered and the field stocking location.

APPENDIX B: TERM/SCHEDULE OF WORK

I. DELIVERY REQUIREMENTS

- A. The furnishing and delivery of all specified UPS hardware shall be made FOB destination within 180 calendar days from the date indicated on the Notice to Proceed ("NTP") issued by the City unless otherwise extended by:
1. written amendment agreed upon by both parties;
 2. 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
 3. request of a letter submitted by the Contractor and written approval from the Department of Budget and Fiscal Services Director or designee.

One (1) UPS Main Unit and two (2) Supplemental Batteries shall be delivered to each of the delivery locations listed in Section II. below.

- B. The Contractor shall provide a minimum advance notice of forty-eight (48) hours prior to the actual delivery of the UPS hardware, and shall coordinate the time and address of delivery with the Point of Contact ("POC") or an authorized representative of the POC.
- C. The Contractor shall notify the POC of any delays and/or backorders prior to the shipment of the UPS hardware.
- D. The Contractor shall further be responsible for the delivery, unloading, and installation of the items as specified at the locations as directed by the POC or an authorized representative of the POC, at no additional cost to the City. If and when requested the Contractor shall further provide an authorized representative to be present when the installed items are inspected.
- E. The City shall be held free from any and all responsibilities, and not incur any additional cost(s) or liability in the event that the UPS hardware or any of its equipment, components, accessories, or parts are lost, stolen, or damaged en route to its designated location.
- F. Upon receipt of delivered goods, the POC or an authorized representative of the POC reserves the right to reject and return damaged, defective, or over shipments of goods at the Contractor's expense.
- G. Installation of the items as specified shall be coordinated with the POC or an authorized representative of the POC.

II. DELIVERY LOCATIONS

- A. City and County of Honolulu
Department of Environmental Services
Honouliuli Wastewater Treatment Plant, Storeroom Warehouse
91-1000 Geiger Road
Ewa Beach, HI 96706
- B. City and County of Honolulu
Department of Environmental Services
Wahiawa Wastewater Treatment Plant

111 California Avenue
Wahiawa, HI 96786

- C. City and County of Honolulu
Department of Environmental Services
Waianae Wastewater Treatment Plant
86-100 Farrington Highway
Waianae, HI 96792
- D. City and County of Honolulu
Department of Environmental Services
Sand Island Wastewater Treatment Plant
1350 Sand Island Parkway
Honolulu, HI 96819
- E. City and County of Honolulu
Department of Environmental Services
Kailua Regional Wastewater Treatment Plant
95 Kaneohe Bay Drive
Kailua, HI 96734
- F. City and County of Honolulu
Department of Environmental Services
Waimanalo WWTP
41-1060 Kalaniana'ole Highway
Waimanalo, HI 96795

III. POINT OF CONTACT

Name: Mr. Eric Au
Phone Number: (808) 768-4490
Email: eau@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-1987404

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	UPS Main Unit Brand Name: _____ Model Number: _____	6	Each	\$_____	\$_____
2	Supplemental Battery Unit Brand Name: _____ Model Number: _____	12	Each	\$_____	\$_____
3	Five (5)-Year Total, Extended Warranty for Item No. 1 and 2	1	Each	\$_____	\$_____
TOTAL SUM BID (Item Nos. 1-3):					\$_____

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. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS FOR THE CITY AND COUNTY OF HONOLULU dated 02/01/2015

A. 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.”

B. 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:

1. 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. “

2. 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.”

3. Delete GTC 5.4.7 Final Payment, section (a)(1) and section (a)(2) in its entirety.
4. Delete GTC Exhibit L Report of Equipment Purchased with Construction Contracts in its entirety.

II. PURCHASE OPTION

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

- A. The City must exercise the purchase option within 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 contract unit price(s) established for the purchase option.

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. INSURANCE

Chapter 2.26, Insurance, of the General Terms and Conditions for the City and County of Honolulu dated 02/01/2015, shall apply.

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".