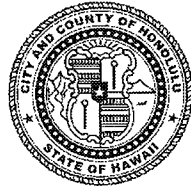


**SOLICITATION DOCUMENT NO. RFB-HPD-2026103**



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

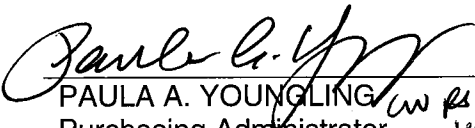
**Description:** Furnish and Deliver Dual Layer Nitrile Gloves  
**Requesting Agency:** Honolulu Police Department, City & County of Honolulu, Hawaii.

**COMPETITIVE SEALED BIDS** shall be received no later than:

**Close Time:** 14:00 HST  
**Close Date:** July 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 Cecilia Wade at [bfspurchasing@honolulu.gov](mailto:bfspurchasing@honolulu.gov).

  
PAULA A. YOUNGLING *W PS*  
Purchasing Administrator *W*

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

### APPENDIX D: SPECIAL PROVISIONS

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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 10, 2026

Last Day to Issue Addenda: July 8, 2026

**DEADLINE FOR OFFERS:** 14:00 HST on  
July 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.

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](http://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. 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)."

C. 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. 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 GITO Chapter 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."

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. Statement of Latex Content.

Upon the City’s request, the Offeror shall provide manufacturer's documentation and/or complete information on the latex content statement of the Dual Layer Nitrile Gloves offered. Failure to do so or to provide substantiating technical manufacturer's data verifying said content or lack of, upon request by the City and at no additional cost, may be cause for the rejection of the bid from award consideration.

VIII. Brand and Sample Requests.

The specified brand and stock/model number has been previously field tested, utilized and/or approved for use by the Honolulu Emergency Services Department (HESD). The specified brand was found to best meet the needs and requirements of the using City personnel and has been determined to be a product acceptable for this solicitation.

If offering a product other than the specified brand and stock/model number listed in the specifications, the Offeror shall submit a substitution request in accordance with Section 2.18 of the General Instructions to Offerors.

The burden of proof as to the comparative quality and suitability of an alternative product shall be upon the Offeror.

Offeror may be requested to provide exact samples, in sufficient quantity as directed, of the styles and sizes needed for evaluation purposes. Offeror shall provide the samples within five (5) calendar days upon the City's request and at no cost to the City.

Samples will be tested and evaluated on tensile strength, glove viral barrier, leakage, puncture resistance, thickness, and physical dimensions. Failure of any of these parameters will result in disqualification of the glove. Nitrile gloves must also comply with ASTM D6319 standards for safety and performance. Criteria, when evaluated, shall be deemed either pass or fail. The City shall not be responsible for the condition of said item after the testing.

The designated authorized City representative, Kevin Kashimoto (HPD), shall reserve the right to determine whether the alternate brand is equivalent to and meets the indicated standards of quality. Offeror may be required to provide information about the product's specifications. Should the information provided by the Offeror contain insufficient information about an unspecified product, the provisions of the Manufacturer's Certification and/or Laboratory Tests may be utilized.

Samples shall be delivered to:

Honolulu Police Department  
Property and Supply Room  
801 South Beretania Street  
Honolulu, HI 96813  
Attention: Kevin Kashimoto

Failure to complete the provisions of this section may be cause for the rejection of the bid for award consideration.

IX. Offeror's Responsibility.

No additional compensation shall be made of any misunderstanding or error regarding the items to be furnished and delivered, the conditions under which the items may be used, the types, sizes and packaging of said products and/or the amount and kind of work to be performed, especially for delivery and/or return of defective and/or rejected

items. Submission of bid shall be evidence that the Offeror understands and is able to perform the work in strict compliance with these requirements if awarded the contract.

**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.

The Contractor shall furnish and deliver Dual Layer Nitrile Gloves as specified to the City and County of Honolulu (City). The Dual Layer Nitrile Gloves shall be for use by the Department of Emergency Services (HESD), the Honolulu Fire Department (HFD), and the Honolulu Police Department (HPD) for first response and/or emergency operations. Use of this contract shall be mandatory for HESD, HFD, and HPD.

On average, the City uses about 8,000-10,000 boxes (most popular is medium and large) annually. Please note that the Department of Ocean Safety (OSD), the Department of Parks and Recreation (DPR), and other agencies may also use this contract for their operations.

### II. Technical / Performance Requirements.

A. The Contractor shall furnish and deliver Ansell MicroFlex LSE-104 Dual Layer, Curaplex TritonGrip EP X2 Dual Layer, Digitcare Apex Pro Powder Free Exam Nitrile Gloves, or approved substitute in the various sizes specified below. The gloves shall meet or exceed the following specifications:

1. Length – 12”
2. Cuff – 4.3 mil, beaded
3. Palm – 5.8 mil
4. Finger – 8.3 mil
5. Tensile Strength before aging – 24 MPa
6. Tensile Strength after aging – 20 MPa
7. Elasticity/Elongation before aging – 550%
8. Elasticity/Elongation after aging – 500%
9. Puncture Resistance – 1.9 lbs.
10. 2 ply technology
11. pH balanced powder free
12. Textured
13. Latex free
14. Contrasting interior color from exterior color
15. Exterior coating that will resist tape from sticking
16. Triple wash capability
17. Material: Nitrile
18. Sizes; XS, S, M, L, XL, XXL, XXXL
19. 100 gloves per Box for sizes XS, S, M, L, and XL
20. 90 gloves per Box for size XXL and XXXL
21. 10 Boxes per case

#### B. Glove Condition.

All products being offered shall be new, unopened, and unused, (no sample, display, demonstration or refurbished models), of the current or acceptable production, of suitable durable quality for its intended usage, and free from

defects in materials and workmanship in both the item and its packaging. The construction and craftsmanship of the product shall meet the levels of quality in accordance with the best standard industrial practice used in the manufacture of similar items. The items being offered shall meet or exceed all performance standards and the quality of all brands as specified below.

The product packaging shall be considered to be a part of the product and shall be appropriate for the product's intended use.

C. Safety Regulations.

The items being offered must meet all applicable Federal, State and City safety and health requirements, Occupational Safety and Health Administration (OSHA), United States Environmental Protection Agency (EPA) tests or equivalent as applicable, especially the State of Hawaii, Department of Health Administrative Rules, Title 11, Chapter 72, Section 2.(b.) or its current standards and as determined by HPD. The applicable American Society for Testing and Materials (ASTM) D6319, D6978, F1671, and National Fire Protection Association (NFPA) standards shall also be met, as required. All items being offered shall be in compliance with the City standards as determined by HPD.

D. Glove Box Size.

The standard size box of packaged gloves must fit, without any box compression, alterations and/or modifications to the actual site placement, into the emergency ambulance's glove box holder(s) that measure(s) 5-1/2" long x 10-1/2" wide x 3" deep.

E. Packaging.

The Dual Layer Nitrile Gloves being offered shall be packaged in the size, and quantity as specified, unless otherwise approved by HPD's Officer-in-Charge.

The Contractor shall be responsible for marking the item's packaging with an expiration date and label of product. Listing of an expiration or manufacturing date will help ensure that the agencies are aware of the shelf life of the items being ordered and avoid deterioration of the products.

An explanation of the coding symbols shall be given to the City if it is not easily explainable. This will help to ensure that the agencies are aware of the shelf life of the items being ordered and any coded data shall be explained to the satisfaction of the ordering department.

The item packaging shall be clearly marked and labeled as to its contents, quantity, size, etc., at no additional cost to the City.

The product being offered shall be packed in an acceptable manner to allow the City to easily distribute gloves.

Upon five (5) calendar days of the City's request, the Contractor shall be responsible for furnishing a complete updated copy of the Material Safety Data Sheet with the initial order. The Contractor shall also be responsible, for the duration of the contract, to inform the City of any current information or providing any updated Material Safety Data Sheets.

Failure to comply with these requirements may be sufficient cause for the termination of the contract.

F. Shelf Life.

All Dual Layer Nitrile Gloves furnished to the City under this contract shall have a minimum two (2) year expiration date, to commence from the date of delivery to and receipt by the City. Any exception to this time frame shall be subject to the approval of and acceptance by the City.

G. Defective and Rejected Items.

The City reserves the right to reject any item which does not conform to the Offer and specifications and requirements herein under which it was purchased. An item that is considered to be of inferior quality shall not be acceptable and it shall become the duty of the Contractor to reclaim and remove the item forthwith. No payment, whether partial or final, shall be made of defective materials without the authorization of the OIC.

H. Warranty.

Contractor shall include the manufacturer's standard warranty or guarantee, including all charges as necessary and the replacement of defective items, shall be the responsibility of the Contractor.

Exclusions. The following exclusions shall apply to the guarantee/warranty:

1. All exchanges, replacements or damages necessitated by negligence, abuse or accidental damages caused by or attributed to City personnel.
2. All exchanges, replacements or damages necessitated by damage to the equipment caused by theft, vandalism, fire, flood or any act of God.

III. Contractor's Responsibilities.

A. Contractor's Facility.

The Contractor shall either: 1) have an established place of business on Oahu with reasonable inventory of Dual Layer Nitrile Gloves being offered and knowledgeable personnel able to advise on the usage of the product, or, 2) be responsible for all arrangements to ship, deliver and provide the Dual Layer Nitrile Gloves. All costs for these delivery services, including any re-

packing and return of any defective and/or rejected items back to the manufacturer, shall be the sole responsibility of the Contractor.

The Contractor shall denote the name, address and telephone number of any local facility and the distribution procedures within five (5) days of the City's request. The Contractor shall furnish and/or protect the items offered under the manufacturer's standard warranty against factory defects at no cost to the City.

B. Contact Accessibility.

Contractor shall be accessible to the City during regular City working hours. If Contractor is inaccessible by telephone or does not respond to any message left for the Contractor within twenty-four (24) hours from the time of the message, the City shall reserve the right to terminate the Contract.

C. Discontinued or Obsolete Glove Models.

If any model number offered is discontinued or made obsolete by the manufacturer, it is the Contractor's responsibility to provide, in a timely manner, the current 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 cost to the City.

D. Usage Report.

Upon the City's request, the Contractor shall submit a semi-annual usage report. The report shall include the following information: transaction date, City agency, item purchased, the quantity purchased, and the transaction amount. The report shall be submitted 6 months and 12 months after the start of the contract to [bfspurchasing@honolulu.gov](mailto:bfspurchasing@honolulu.gov). The email subject line shall include the contract no. and the name of the report (ex. MA-HPD-1000000-Usage Report).

## APPENDIX B: TERM/SCHEDULE OF WORK

### I. Term.

The term of the contract shall be for a period of twelve (12) months from the date of execution of the contract.

Further, by mutual agreement between the parties hereto, the contract may be extended on a month-to-month or term basis, not to exceed a twelve-month extension at a time, for an additional period or periods not to exceed a total of forty-eight (48) months. Such extension shall be under the same contract unit prices and same terms and conditions 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. contract amendment;
- 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.

### II. Delivery.

Delivery of all items shall be made, FOB Destination, to all ordering City agencies wherever located on the island of Oahu within sixty (60) calendar days from the issuance of the Delivery Order (DO) or P-Card (credit card) or as mutually agreed upon by both parties in writing.

Date and time of delivery shall be coordinated with ordering City agencies. Delivery shall be in accordance with all Federal, State and City requirements.

**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-HPD-2026103

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	EST QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Dual Layer Nitrile Gloves, Size X-Small 100 Gloves per Box, 10 Boxes per Case	1050	CASE	\$	\$

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

2	Dual Layer Nitrile Gloves, Size Small 100 Gloves per Box, 10 Boxes per Case	1750	CASE	\$	\$
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Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

3	Dual Layer Nitrile Gloves, Size Medium 100 Gloves per Box, 10 Boxes per Case	1850	CASE	\$	\$
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Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

4	Dual Layer Nitrile Gloves, Size Large 100 Gloves per Box, 10 Boxes per Case	1750	CASE	\$	\$
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Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

5	Dual Layer Nitrile Gloves, Size X-Large 100 Gloves per Box, 10 Boxes per Case	1575	CASE	\$	\$
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Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

6	Dual Layer Nitrile Gloves, Size XX-Large 90 Gloves per Box, 10 Boxes per Case	1510	CASE	\$	\$
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Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

7	Dual Layer Nitrile Gloves, Size XXX-Large 90 Gloves per Box, 10 Boxes per Case	1005	CASE	\$	\$
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---

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

**Total Sum Bid  
(Line Nos. 1-7):** \_\_\_\_\_

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 2/1/25.

The following sections are not applicable to this AGREEMENT and are deleted in their entirety:

- A. 2.26 Insurance;
- B. Chapter 5 – Construction Contract Provisions Supplement; and
- C. Exhibits A through G and J through P.

### II. Indemnity for Willful or Intentional Misconduct.

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

#### “2.10 Indemnity

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

### III. Contractor Performance Records.

The City may maintain records pertaining to the Contractor's performance on contracts with the City. The Contractor may be required to participate in performance assessment activities during or after the performance of the contract. Contractor performance records may be used to determine a contractor's responsibility, qualifications, and eligibility for the award of future contracts with the City.

### IV. Placing of Orders.

The City will place orders with the Contractor as needed. The City will initiate work by Delivery Order (DO) or P-Card (Credit Card). The Contractor shall accept payment by credit card transaction.

City Agencies shall state delivery locations on the DO when submitting the DO to the Contractor.

The DO shall include, at a minimum, the following information:

- A. City Agency Name
- B. Point of Contact
- C. Delivery Location Address
- D. Item(s) Ordered

V. Estimated Quantities.

The quantities listed in Appendix C: Pricing/Certifications are only estimates. The exact quantity shall be the actual amount ordered by the City during the term of the Contract. In the event the estimated quantities do not materialize, such failure shall not constitute grounds for equitable adjustment under the Contract. If the City terminates the Contract prior to the end of the Contract period, any loss of anticipated revenue or profits from such termination shall not constitute grounds for equitable adjustment under the Contract.

VI. 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.

## **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](http://www.honolulu.gov/pur) ; click on the link titled: " Instructions, Terms & Conditions".