DEPARTMENT OF BUDGET AND FISCAL SERVICES

CITY AND COUNTY OF HONOLULU

530 SOUTH KING STREET, ROOM 208 • HONOLULU, HAWAII 96813 PHONE: (808) 768-3900 • FAX: (808) 768-3179 • INTERNET: www.honolulu.gov

KIRK CALDWELL



NELSON H. KOYANAGI, JR. DIRECTOR

MANUEL T. VALBUENA DEPUTY DIRECTOR

June 14, 2018

Mr. Paul Fussner Irwin Hodson Group LLC 2808 South East 9TH Avenue Portland, Oregon 97202

Dear Mr. Fussner:

SUBJECT:

Contract No. CT-CSD-1800302

The City & County of Honolulu has awarded you the contract in the amount of \$1,020,000.00 to Furnish and Deliver Reflective License Plates and Related Services to the City and County of Honolulu and the Counties of Hawaii, Kauai and Maui.

This contract must be executed by duly authorized officials with notarial acknowledgement of every signature appearing on the contract and bond if applicable. In case of a corporation, the titles of the persons signing must be stated. The contract must be returned within ten (10) calendar days after receipt of this notice, together with any bonds or project insurance that are required.

You will be notified when the contract has been fully executed by the City and County of Honolulu. Should you have any questions regarding this matter, please contact Scott Kajioka at (808) 768-7780, facsimile (808) 768-3299.

Sincerely,

Wendy K. Imamura

Purchasing Administrator

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WKI: sk

Attachment

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CONTRACT NO. CT-CSD-1800302

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to Furnish and Deliver Reflective License Plates and Related Services to the City and County of Honolulu and the Counties of Hawaii, Kauai and Maui.;

WHEREAS, this AGREEMENT is approved for Sole Source Procurement pursuant to Section 3-122-81 908, Hawaii Administrative Rules (HAR); and

WHEREAS, the CONTRACTOR is willing and able to provide the services set forth in this AGREEMENT:

NOW, THEREFORE, the CITY and 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

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

From BFS - 74 (Mar. 1996)

Certificate

| | I ne atta | ched contract for | furnish and deli | ver Reflective License P | lates and |
|--------------------------|------------------------|-------------------------|------------------------|--|-------------|
| related services to | the City and Count | ly of Honolulu and th | e Counties of Hav | vaii, Kauai and Maui | |
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| | | | | \$1, | 020,000.00 |
| which expenditures to be | oe made under said con | tract may be made and t | nat sufficient unencum | e that there is a valid appropria bered funds are available in the uch expenditures when the sar | he Treasury |
| CONTRACT NO. | CT-CSD-18003 | 02 | HONOLULU | · | |
| | Fund (110) | | DATE: | AUG 2 U 2018 | |
| ACCOUNT NO. | 110/1527-19 | (2506) | | Walter | - Wax |
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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 ONE MILLION TWENTY THOUSAND AND NO/100 DOLLARS (\$1,020,000.00), 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.

- 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.

!N WITNESS WHEREOF, this AGREEMENT is executed herein by the duly authorized officers or agents of the CITY and the CONTRACTOR.

| | CITY AND COUNTY OF HONOLULU | IRWIN HODSON GROUP LLC |
|-----|--|------------------------|
| | BY: Dollarene | BY: |
| ≅OĦ | PRINTED NAME: NELSON H. KOYANAGI, JR. | PRINTED NAME: |
| | TITLE: Director, %** Department of Budget and Fiscal Services ** *** *** *** *** *** *** *** *** ** | TITLE: VICE PROSIDENT |
| : | DATE: AUG 2 0 2018 | DATE: 6/13/18 |

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel City and County of Honolulu

BYAN H. OTA

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

| STATE OF Lindiana |) _ |
|--|---|
| Allen COUNTY OF |) S.S.) |
| known, to be the person(s) described in and, who, bein | ng by me duly sworn, did say that he/she/they is/are |
| Vice President and TRNIN HODSON GROW | |
| the CONTRACTOR named in the foregoing instrument said instrument on behalf of the CONTRACTOR, and a instrument as the free act and deed of the CONTRACT | acknowledges that he/she/they executed said |
| NOTARY (STATE OF SEAL) SEAL SEAL STATE S | (signature) (Signature) (Print name) Notary Public, State of |
| NOTARY CERTIFICATE (Hawail Administrative Rules §5-11-8) | • |
| Document Identification or Description: | |
| | |
| Undated at time Doc. Date: <u>of notarization</u> No. of Pages: <u>Jurisdiction:</u> | (Notary Stamp or Seal) |
| Signature of Notary Date of Certificate | (Notally Stailly of Seat) |
| Printed Name of Notary | |

APPENDIX A: SCOPE OF WORK

1. <u>OVERVIEW:</u> Furnish and deliver of Reflective License Plates and Related Services to City and County of Honolulu and the Counties of Hawaii, Kauai, and Maui in the State of Hawaii. Each county identified shall be responsible for payment of items listed in their respective Group.

<u>COMPLIANCE WITH LAW</u>. All license plates furnished hereunder shall be in compliance with all applicable Federal, State, and City statutes concerning the manufacture and sale of license plates.

2. <u>TECHNICAL / PERFORMANCE REQUIREMENTS:</u>

DESCRIPTION OF PLATES.

A. Material.

Retroreflective (reflective) sheeting and related consumables:

Reflective sheeting and related materials utilized by the license plate manufacturer must be available from the reflective sheeting manufacturer in the following formats:

- a. Solid color white embossable sheeting
- b. Custom solid colors embossable sheeting as required by the State
- c. Pre-printed graphic embossable sheeting (graphic to be determined by the State)
- d. 'Roller Coat' inks designed specifically for the color coating of embossed alphanumeric (ABC 123) license plate 'message'
- e. Sheeting, inks, and clear protective designed specifically for digital printing

Reflective sheeting must be specifically designed to be laminated to a specialized aluminum during the license plate manufacturing process. Proper lamination and processing of the reflective sheeting during the manufacturing process will fully qualify all Hawaii license plates for the warranty requirements as outlined.

Aluminum substrate:

The aluminum to which the reflective sheeting shall be laminated shall be of a recycled alloy #3105-H22, that conforms to Federal Specification QC-A-250/XD November, 1970) H22 or ASTM B209-73 H22, or equivalent. The aluminum shall be free of any oil or grease and shall be in "ready to laminate" condition and be of such character (including good cohesion) to assure good bond between the reflective sheeting and the conversion coated aluminum.

The aluminum shall be pre-treated with a light, amorphous tightly adherent, conversion coating, free of any powdery residue, Bonderite #1402 W (or equivalent), on both sides. Conversion coating must be compatible with 3M ScotchLite license plate sheeting or its approved equivalent

The average thickness of the aluminum shall be nominal 0.6858mm (0.027"), plus or minus 0.0508mm (0.002") including surface treatment). Aluminum shall be specifically designed for the embossing of the license plate alphanumeric message (ABC 123). The aluminum shall have satisfactory strength while retaining functional flatness after embossing. It shall not crack or break when embossed with the standard embossing and debossing dies used to manufacture painted license plates.

- 1. All plates shall be manufactured from aluminum substrate with applied reflective sheeting.
- 2. Aluminum plate stock shall be .027 inch.
- Applicable aluminum alloy is 3003-H12 (1/4 hard), aluminum alloy 315-H12 is also acceptable. The material shall have a clean surface prepared for application of reflective sheeting and shall be free of defects such as pits, depressions, scales, or foreign matter.
- 4. Alloy plate and sheet shall conform to Federal Specification QQ-A-250/2D H12. The aluminum shall have satisfactory strength while retaining flatness and shall not break or crack when embossed with the standard embossing dies used to manufacture license plates.
- 5. Aluminum shall be treated with light, tightly adherent, chromate conversion coating; free of any powdery residue, ranging in color from silvery iridescent, to a pale yellow, conforming to ASTM B-449-67, Class 2 [10-35 mg/ft²] with a median of 25 mg/ft², as the optimum coating weight. Metal shall be free of any oil or grease, and shall be in "ready to paint" condition.

B. License Plate Fabrication.

The license plate manufacturing processing shall be in accordance with the recommendations of the reflective sheeting manufacturer. All processing procedures for reflective sheeting and any/all related materials must be compatible, or made compatible at the sheeting vendor's expense, with equipment and procedures currently employed by the license plate manufacturer.

C. License Plate Sizes.

Plate size shall be 6 in. H x 12 in. L for automobiles, trucks, and trailers and 4 in. H x 7 in. L for motorcycles.

D. Alphanumeric Embossing and Stamping.

All alphanumeric messages (ex: ABC 123) on Hawaii license plates are to be embossed (raised) and color coated as required by the State:

<u>Letters and Numerals</u>. The letters and numerals on all plates shall be embossed .075 inch above the plate surface. Pursuant to HRS 249-9(a), "The numerals on all such plates shall be not less than three inches in height and the strokes thereof not less than three-eighths inch in width, except in the case of motorcycles, in which case the

numerals shall not be less than one inch in height and the strokes thereof not less than one-eighth inch in width."

Sizes of embossed letters and numerals (height and stroke) for the 6 in. x 12 in. and 4 in. x 7 in. plates shall be as specified in Exhibit D. It shall be emphasized that plate facsimiles in Exhibit D are not drawn to scale; however, strict adherence to specified heights and strokes of the letters and numerals is required. Modifications to the height and stroke of other than the alpha-numeric combinations may be allowed; provided, approval is obtained from the Director. Proper positioning and centering of letters and numerals such as "AAA 000", "000 AAA", etc. shall be the responsibility of the manufacturer. The locations of the letters and numerals required are as specified in Exhibit D. However, Exhibit D shall be used as a guide only and the manufacturer shall be responsible for the overall appearance and balance of the finished plate.

- 1. Mounting Holes and Slots. Mounting holes and slots shall be positioned in strict conformance with SAE J686a Standard, with the exceptions as specified in Exhibit D, for the 6 in. x 12 in. plate and for the 4 in. x 7 in. plate.
- 2. Outer edges of the plate, as well as the mounting holes and slots, shall be free from burrs and cut straight and clear. Margin around the 6 in. x 12 in. plate shall have a one-fourth inch (1/4") depressed flange border. Margin around the 4 in. x 7 in. plate shall have a three-sixteenths inch (3/16") depressed flange border.
- 3. It is the responsibility of the manufacturer that the dies used shall have the necessary clearance for the specified gauges of aluminum plate and that they will not tear part or split the aluminum or reflective sheeting during the stamping operation.
- 4. The Director reserves the right to change the style, shape, and form of identification letters, numerals, and characters on any type of plate prior to production. If such changes are ordered by the Director, the Contractor agrees to make such changes at no additional cost to the City or the various Counties. If changes in any of the license plates are mandatory because of enactment of legislation by the State Legislature, such changes shall also be made by the Contractor at no additional cost to the City or the various Counties.

E. Plate Design, Colors, and Legibility.

Plate shall have a silver-white background reflective material on which the words HAWAII, ALOHA STATE and the top right validation box are imprinted with Opaque Black color. The Rainbow design shall be imprinted with colors that are mutually approved by the Director, the license plate manufacturer, and reflective sheeting manufacturer. Letters and numerals shall be roll coated with Opaque Black color mutually approved by the Director, the license plate manufacturer, and reflective sheeting manufacturer. Roll coated letters and numerals shall be dried in a convection oven until completely cured.

1. <u>Silver-White Reflective Sheeting Background with Graphic Design</u>. Silver-White material shall be applied to the conversion coated aluminum substrate by

reflective sheeting pre-coated pressure sensitive adhesive in the bidder's manufacturing plant.

The HAWAII, ALOHA STATE, top right validation box and Rainbow design shall be imprinted on the reflective material. Graphic design shall be subject to the approval of the Director.

The successful bidder shall supply finished license plates manufactured with reflective license plate sheeting with special graphic design as requested by the Director. License Plates with special designs shall be manufactured into finished license plates by the same manufacturing process and on the same machinery as used for the basic license plate issues, covered by this contract.

 Letters and Numerals. Applied roll coat color (opaque ink) used in the finish of embossed identification letters and numerals shall be Opaque Black and subject to the approval of the Director, upon receipt and acceptance of preproduction samples

The roll coat ink utilized for color-coating of embossed alphanumeric must be of a type as recommended by the reflective sheeting manufacturer. The roll coat must adhere to the surface of the reflective sheeting over the embossed alphanumeric and retain its color and gloss for a minimum of five (5) years without cracking, checking, peeling, or fading. There shall be no separation or stringing out of the coating; coats shall flow out to produce a smooth film of even shade. The roll coating material, upon baking, shall give a smooth, uniform, high gloss film.

The roll coat color shall provide good contrast for Daytime, Nighttime, and Automated License Plate Reader (ALPR) legibility.

Finished plate surface shall be solvent resistant to allow cleaning with solvents such as VM&P Naptha, mineral spirits, turpentine, methanol or other solvents commonly used on vehicle finishes.

F. Reflective Sheeting and Related Manufacturing Material Requirements.

Special Requirements of Reflective Material as specified in Exhibit B.

- 1. The field or background of all plates shall be finished with a weather resistant retro-reflective material applied to the front side of the plate only. White material shall be guaranteed against chipping, peeling, or excessive fading under general usage for the minimum service life of five (5) years for this issue.
- 2. Retro-reflective sheeting shall consist of glass spherical elements embedded beneath a flexible transparent plastic, which forms a smooth flat outer surface as exposed in use. The backing to which the glass spheres are adhered shall consist of synthetic sheet resins. Material shall be furnished to the Contractor in rolls, free from ragged edges or cracks, with not more than four (4) splices

- per fifty (50) yards of materials and shall be spliced for use in continuous application as supplied.
- 3. It shall be the responsibility of the Contractor that the letters and numerals on the reflective sheeting be centered on the substrate accurately, without extending over end edges thereon. No margins of uncovered substrate shall be permitted for the long edges of the finished blank. All substrate edges not sheared in a die shall be of slit edge quality. All die sheared edges and punched holes shall be smooth and free of burrs.
- 4. The reflective material to be furnished by the bidder shall conform to or surpass the tests as specified in Exhibit B, "Special Requirements of Reflective Material", which follows these Specifications. Any and all expenses and costs of any test or tests requested by the Director shall be borne by the respective material or plate manufacturer.

II. TYPE OF PLATES.

Facsimiles of different types of plates are as specified in Exhibit D are for reference and general information only not all facsimiles are provide for the listed items the manufacturer shall take into consideration all the listed plates in Exhibit D when offering proposal. The manufacturer shall modify plates as required. It shall be noted that plate facsimiles are not drawn to scale but strict adherence to specified measurements shall be required.

Upon completion of plates all art work shall be digitally formatted and returned to the City as part of the approval.

III. Packaging.

A. License Plate Envelopes (as required).

- 1. All envelopes for the 6 in. x 12 in. plates shall be formed with a window pocket having a gummed flap for the insertion of a registration card 5-3/8 in. x 4-1/16 in. in size for mailing purposes. The address window shall be cut 7/8 in. H x 3-3/4 in. W to permit postal identification of name and address; it must be located 5-3/4 in. from the left edge of the envelope on the left side and 7/8 in. from the bottom edge of the envelope on the bottom side of the window as specified in Exhibit C. The address window shall be covered with a glassine transparency.
- 2. All envelopes for the 4 in. x 7 in. plates shall be formed with a window pocket having a gummed flap for the insertion of a registration card 5-3/8 in. x 4-1/16 in. in size for mailing purposes. The address window shall be cut 7/8 in. H x 3-3/4 in. W to permit postal identification of name and address; it must be located 1-3/8 in. from the left edge of the envelope on the left side and 7/8 in. from the bottom edge of the envelope on the bottom side of the window as specified in Exhibit C. The address window shall be left open with no glassine transparency.
- 3. Printing of envelopes as specified in Exhibit C.

On the upper left edge, reading from the bottom to the top, the serial number of the plate contained t and on the upper left corner, the appropriate return card legend as listed below:

City and County of Honolulu envelopes:

RETURN IN 5 DAYS TO LICENSING ADMINISTRATOR DIVISION OF MOTOR VEHICLE, LICENSING AND PERMITS CITY AND COUNTY OF HONOLULU P. O. BOX 30330 HONOLULU, HAWAII 96820-0330

County of Hawaii envelopes:

RETURN IN 5 DAYS TO COUNTY TREASURER COUNTY OF HAWAII 101 PAUAHI STREET, SUITE NO. 5 HILO, HAWAII 96720

County of Kauai envelopes:

RETURN IN 5 DAYS TO FINANCE DIRECTOR COUNTY OF KAUAI 444 RICE STREET, SUITE 466 LIHUE, HAWAII 96766

County of Maui envelopes:

RETURN IN 5 DAYS TO DEPARTMENT OF FINANCE COUNTY OF MAU! DIVISION OF MOTOR VEHICLES AND LICENSING 70 E. KAAHUMANU AVENUE, SUITE A-17 KAHULUI, HAWAI! 96732

On lower left corner, the printed blockhead legend as listed below:

NOTICE

PLEASE EXAMINE PLATES BEFORE USING!
Both plates must be of the same
number as the number on this envelope
and on your certificate of registration.
DO NOT USE PLATES IF NUMBERS DO NOT MATCH
and notify the Division of Motor Vehicles,
Licensing and Permits at once.

Modify NOTICE on motorcycle plate envelope to reflect single plate.

Below return address, add "RETURN POSTAGE GUARANTEED".

After the award of the contract, the Contractor shall submit sample envelope as per Exhibit C that must meet the approval of the Director.

B. <u>Packaging</u>

All pairs of plates shall be packaged in durable 28 substance manila envelopes with waxed paper inserted between the plates. A single plate shall be packaged individually. The manufacturer shall furnish these envelopes at the manufacturer's own expense. The flap of the envelope shall be tucked in after the plate(s) is inserted, except for motorcycle envelopes which may require a glued flap.

- Plates shall be shipped in 275 lb. test corrugated fiberboard containers with stitch lap outside corner. Additionally, each box may be fastened with steel strap binding around the girth thereof for full protection in shipping. Construction of the container must comply with all rules and regulations governing this class of shipment.
- 2. Fifty (50) pairs or one hundred (100) single plates shall be packed vertically in numerical order in each corrugated container. The size of the container shall conform to its contents. Motorcycle plates may be packed two hundred (200) to a box, in two (2) partitioned rows, one hundred (100) in each row.
- Each box shall bear serial numbers to identify its contents, type of plate and such other printed matter to clearly facilitate shipping and checking, storing and distribution at the places of destination.
- IV. <u>ORDER PROCESSING</u>. A secure, interactive, real-time, web-based order processing solution that is accessible by users in any of our offices, accommodating both manual order entry and electronic transfers of data with features as outlined in Exhibit A Group IV. Minimum System Requirements:
 - 1. Accessibility: The order processing system will allow for orders to be placed directly into the contractor's order system.
 - 2. Data Base: The system is to be of a menu-driven format with data drop down lists with a quick access feature.

3. Sequencing:

- Consist of all plate types with the capability to expand up to 100 plate types.
- b. Include omission rules for each plate type
- 4. Security: The order processing system will follow industry standards so as to protect against outside hacking, including different levels of security access and passwords for authorized users.

- 5. Technical Support: Contractor must supply the technical qualifications of service personnel and outline of service plan to address technical support issues within 24 hours of service request.
- 6. Installation / Training: Bidder shall install the system and provide initial on-site training to designated personnel at a centralized City office.
- 7. Experience and Reliability: Bidder shall provide an outline of their systems experience and capability to qualify. The bidder may be required to provide a list of previous system applications installed and/or an on-site (City and County of Honolulu) demonstration of their system design capabilities at bidder expense.
- 8. Start-Up Schedule: System must be fully installed and operational by August 1, 2013. Provide a detailed outline of minimum system requirements and training, including a timeline of installation and training.

<u>PLATE REPLACEMENT PROGRAM</u> – Replace designated license plates on a month-by-month basis utilizing the vehicle registration expiration date. Vehicle owners will have the option of requesting the same plate number or a regular issued series.

- Data Transfer: Data from the City and County of Honolulu information system will be formatted as a simple flat file with fixed field lengths. File transfers into the contractor's system will be done upon completion of each business day.
- 2. Box Specifications: One panel folder 12-1/8" x 6-1/8" x ½"; 23 edge crush test, B-flute; #3 white.
- Box Label: One label is required on each plate replacement mailing. The label is to contain the following return address and the registered owner name and address for proper USPS first class mailing:

RETURN IN 5 DAYS TO LICENSING ADMINISTRATOR DIVISION OF MOTOR VEHICLE, LICENSING AND PERMITS CITY AND COUNTY OF HONOLULU P. O. BOX 30330 HONOLULU, HAWAII 96820-0330

- 4. Registration Form Specifications: Each box will contain a printed certificate of registration and month/year validation decal. The month/year validation decal is to be an integral part of the form but removable for application to the license plate. Each form is to be preprinted with non-variable information on the back. Variable vehicle registration data is to be thermal transfer printed on the front side of the form/decals by the contractor.
- 5. Month/Year Validation Decal Specifications: A 1-1/2" x 1-1/8" decal (WHITE (3M) BACKGROUND WITH BLACK LETTERING/NUMERALS) with an abbreviated month/year designation and serial number shall be affixed to each registration form. The month/year designation as well as the serial number must not be printed until

- the information has been communicated via data transfer from the City and County of Honolulu.
- 6. Mailing: All plate replacement mailings are to be sent via USPS First Class. The contractor shall invoice the City and County of Honolulu separately for the postage cost.
- 7. Response Time and Mailing Notification: Contractor must mail replacement license plates and registration and decals within three (3) working days of receipt of the data transfer. The City and County of Honolulu must be able to review, on the system, data transfer receipt dates and mailing dates with related registration information for a period of ninety (90) days. After the ninety (90) day period expires, upon request from the City and County of Honolulu, the contractor must be able to provide data transfer, receipt dates and mailing dates as history data for up to one year.
- 8. Prior to commencement of plate replacement program, Director may, at his discretion, submit up to ten (10) aged plate samples to the license plate manufacturer for retroreflectivity and/or ALPR readability testing. Retroreflectivity and/or ALPR readability testing may be used by the Director to determine the need and/or start date(s) for plate replacement program(s).

V, REGISTRATION RENEWAL PRINTING

- Data Transfer: Data from the City and County of Honolulu information system will be formatted as a simple flat file with fixed field lengths. File transfers into the contractor's system will be done upon completion of each business day.
- 2. Registration Form Specifications: Certificate of registration and month/year validation decal: the month/year validation decal is to be an integral part of the form but removable for application to the license plate. Each form is to be preprinted with non-variable information on the back. Variable vehicle registration data is to be thermal transfer printed on the front side of the form by the contractor.
- 3. Month/Year Validation Decal Specifications: A 1-1/2" x 1-1/8" decal (WHITE (3M) BACKGROUND WITH BLACK LETTERING/NUMERALS) with an abbreviated month/year designation and serial number shall be affixed to each registration form. The month/year designation as well as the serial number must not be printed until the information has been communicated via data transfer from the City and County of Honolulu.
- 4. Mailing: All mailings are to be sent via USPS First Class. The contractor shall invoice the City and County of Honolulu separately for the postage cost.
- 5. Response Time and Mailing Notification: Contractor must mail certificate of registration and decals within three (3) working days of receipt of the data transfer. The City and County of Honolulu must be able to review, on the system, data transfer receipt dates and mailing dates with related registration information for a period of ninety (90) days. After the ninety (90) day period expires, upon request from the City and County of Honolulu, the contractor must be able to provide data transfer, receipt dates and mailing dates as history data for up to one year.

VI. EXHIBITS

EXHIBIT A

1. 2018 License Plate Requirements

EXHIBIT B:

Special Requirements of Reflective Materials 1.

EXHIBIT C

- License Plate Envelope Showing Dimensions 1.
- Motorcycle Plate Envelope Showing Dimensions 2.

EXHIBIT D

- Reflectorized Vehicle License Plate list 1.
- 2. Automobile/Truck Template
- Motorcycle Template 3.
- 4.
- License Plate Showing Dimensions Motorcycle Plate Showing Dimensions 5
- Samples of License Plates for Automobile/Trucks/Motorcycle/Trailers (1-.35) 6.

3. RESPONSIBILITIES

<u>Samples, Test Results, and Certifications</u>. The following shall be submitted together with the bid and shall be considered in the awarding of the bid. If the vendor has previously supplied sample plates to the City, said license plates are not required to be submitted with the bid.

- (1) Sample plate(s):
 - (a) If the bidder is offering a plate utilizing 3M #535PE (6" x 12") and C5304E (motorcycle) reflectorized sheeting, a sample reflectorized license plate made in the bidder's plant shall be submitted.
 - (b) If the bidder is offering a plate utilizing reflectorized sheeting other than 3M #535PE and C5304E, two (2) sample license plates made in the bidder's plant and meeting the following requirements shall be submitted:
 - (1) A graphic rainbow design of transparent magenta, yellow and blue, equivalent to 3M Printing Transparent Ink No. BW 530 Magenta, No. BW 522 Yellow, and No. BW 517 Blue, shall be imprinted on the reflectorized silver-white sheeting material proposed using a graduated half-tone screening technique. The lettering "HAWAII", "ALOHA STATE" AND "VALIDATION DECAL BOX" shall be of Opaque Black, equivalent to 3M Printing Ink No. BW 515 and shall be imprinted on the reflectorized silver-white sheeting material proposed. Graphics and letters in the sample shall be clearly visible.
 - (2) Embossed with identification letters and numerals roll coated with 3M Opaque Black Roll Coat Color No. 4905 or equal.

These samples will be used to determine the acceptability of the product proposed by the bidder and the bidder's capabilities.

- (2) Two (2) 6 in. x 12 in. samples of the proposed reflectorized silverwhite material with sample graphic design and lettering imprinted on them, utilizing the magenta, yellow, and blue inks as specified under Section 3.b.(1)(b)(1) above.
- (3) Test results from an independent laboratory, showing that the reflective material to be furnished by the bidder conforms to or surpasses the tests described under "Special Requirements of Reflective Material" as specified in Exhibit B.
- (4) Certification from the reflectorized sheeting material manufacturer that:

- (a) The proposed material meets all reflectorized material requirements including but not limited to the "Special Requirements of Reflective Material" as specified in Exhibit B
- (b) Sufficient supply of this material will be available for this contract.

<u>PRE-PRODUCTION PROOFS</u>. The successful bidder shall submit pre-production samples of the 6 in. x 12 in. license plates to the Division of Motor Vehicle, Licensing and Permits, Kapalama Hale, 925 Dillingham Boulevard, 2nd Floor, Honolulu, Hawaii 96817, for approval. Full production shall not commence until written approval of the Director is received by the Contractor.

Sample envelope as per Exhibit C shall be submitted after the award for the approval of the Director.

<u>SECURITY MEASURES</u>. The Contractor, in accepting this order, shall guarantee that only the specified number of each designated license plate will be produced and that diligence in checking production and destroying of duplicates and faulty manufactured plates shall be the responsibility of the manufacturer.

The Contractor shall be responsible for security during shipment and shall utilize a "Protective Signature Service" as used by Railway Express Agency, freight forwarders or airline freight service.

<u>Test Panels</u>. Test panels, 6 in. x 12 in. (15.2 cm x 30.5 cm), shall be produced of the same materials on the same equipment and by the same general processes of metal cleaning, laminating, embossing or debossing, and roll coating as the production plates.

All test panels must be conditioned for twenty-four (24) hours at $72^{\circ} \pm 5^{\circ}$ F (22° \pm 1°C) and 50% \pm 5% R.H. prior to testing.

Quality Conformance. Failure of the reflective material to meet any requirement as specified, during and as a result of the examination and test as specified, shall be grounds for refusal to accept materials until evidence has been provided by the manufacturer that corrective action has been taken to eliminate deficiencies.

<u>Technical Service</u>. The reflective sheeting supplier shall provide, at no additional cost to the City and the various Counties, the license plate manufacturing shop with competent technical service and product information until the shop operating personnel are able to manufacture quality license plates in keeping with the recommendations of the reflective sheeting supplier.

In the event of any difficulty during production with the successful bidder's equipment or materials, this same technical service will be furnished by the supplier at no additional cost to the City and the various Counties until such time said difficulties are solved. Such technical service shall be given within forty-eight (48) hours of notification by the manufacturing shop. In addition to conforming to the requirements above, the finished license plates and/or test panels shall be qualified as follows:

- 1. The applied roll coat color shall be uniform and within the shade tolerance range of the color samples provided by the City.
- 2. All license plate manufactured under the Specifications must be subject to the approval of the Director.
- 3. Any and all expenses and costs of any test or tests shall be borne by both the license plate manufacturer and reflective material manufacturer.
- 4. All finished license plates shall be guaranteed to give effective performance under general usage for the minimum service life of five (5) years for this issue.

2018 LICENSE PLATE REQUIREMENTS

GROUP I:

CITY AND COUNTY OF HONOLULU - ESTIMATED QUANTITIES

84,915 pairs AUTOMOBILE license plates

7,000 pairs AUTOMOBILE (Organization) license plates

4,500 pairs AUTOMOBILE (Official) license plates

6,000 pairs AUTOMOBILE (Veteran w/American Flag) license plates)

7,000 pairs AUTOMOBILE (Military Specialty) license plates

(Combat Wounded, Combat Veteran, Former POW, Gold Star Family, Korea Veteran, Pearl Harbor Survivor, Persian Gulf Veteran, Vietnam Veteran, World War II Veteran)

7,000 pairs AUTOMOBILE (Electric Vehicle) license plates

4,000 pairs AUTOMOBILE (National Parks) license plates

7,992 pairs TRUCK license plates

5,994 singles TRAILER license plates

5,994 singles MOTORCYCLE license plates

4,000 singles MOTORCYCLE (Military Specialty) license plates

(Combat Wounded, Combat Veteran, Former POW, Gold Star

Korea Veteran, Pearl Harbor Survivor, Persian Gulf Veteran, Vietnam Veteran, World War II Veteran)

5,000 singles MOPED license plates

GROUP II:

DELIVERY BY FEBRUARY 1, 2019

COUNTY OF HAWAII

22,977 pairs AUTOMOBLE plates numbered as follows:

999 pairs numbered from ZHR001 to ZHR999, inclusive. 999 pairs numbered from ZHS001 to ZHS999, inclusive; 999 pairs numbered from ZHT001 to ZHT999, inclusive; 999 pairs numbered from ZHU001 to ZHU999, inclusive;

999 pairs numbered from ZHV001 to ZHV999, inclusive;

999 pairs numbered from ZHW001 to ZHW999, inclusive;

999 pairs numbered from ZHX001 to ZHX999, inclusive;

999 pairs numbered from ZHY001 to ZHY999, inclusive;

999 pairs numbered from ZHZ001 to ZHZ999, inclusive.

999 pairs numbered from ZJA001 to ZJA999, inclusive;

999 pairs numbered from ZJB001 to ZJB999, inclusive;

999 pairs numbered from ZJC001 to ZJC999, inclusive;

999 pairs numbered from ZJD001 to ZJD999, inclusive:

999 pairs numbered from ZJE001 to ZJE999, inclusive.

999 pairs numbered from ZJF001 to ZJF999, inclusive;

999 pairs numbered from ZJG001 to ZJG999, inclusive;

999 pairs numbered from ZJH001 to ZJH999, inclusive;

999 pairs numbered from ZJJ001 to ZJJ999, inclusive;

999 pairs numbered from ZJK001 to ZJK999, inclusive;

999 pairs numbered from ZJM001 to ZJM999, inclusive;

999 pairs numbered from ZJN001 to ZJN999, inclusive;

999 pairs numbered from ZJP001 to ZJP999, inclusive;

999 pairs numbered from ZJR001 to ZJR999, inclusive.

FIRST DELIVERY (Automobile plates) - February 1, 2019

1,998 pairs - ZHR001 to ZHS999:

Pahoa Vehicle Registration and Licensing 15-2615 Keaau-Pahoa Road Pahoa, Hawaii 96778

2,997 pairs - ZHT001 to ZHV999:

South Kohala Vehicle Registration and Licensing 65-1158 Mamalahoa Highway, Suite 1-A Kamuela, Hawaii 96743

3,996 pairs – ZHW001 to ZHZ999:

Kona Vehicle Registration and Licensing 74-5044 Ane Keohokalole Highway Kailua-Kona, Hawaii 96740

4,995 pairs - ZJA001 to ZJE999:

Hawaii County Vehicle Registration and Licensing 1990 Kinoole Street Hilo, Hawaii 96720

SECOND DELIVERY (Automobile plates)- June 14, 2019

3,996 pairs – ZJF001 to ZJJ999:

Kona Vehicle Registration and Licensing 74-5044 Ane Keohokalole Highway

Kailua-Kona, Hawaii 96740

4,995 pairs - ZJK001 to ZJR999:

Hawaii County Vehicle Registration and Licensing 1990 Kinoole Street Hilo, Hawaii 96720

1,200 pairs

TRUCK plates numbered as follows:

600 pairs numbered from 400HEF to 999HEF, inclusive; 600 pairs numbered from 100HEG to 699HEG, inclusive.

FIRST DELIVERY (Truck plates) - February 1, 2019

450 pairs - 400HEF to 849HEF:

Hawaii County Vehicle Registration and Licensing 1990 Kinoole Street Hilo, Hawaii 96720

450 pairs - 850HEF to 999HEE, 100HEG to 399HEG: Kona Vehicle Registration and Licensing 74-5044 Ane Keohokalole Highway Kailua-Kona, Hawaii 96740

150 pairs – 400HEG to 549HEG:
Pahoa Vehicle Registration and Licensing
15-2615 Keaau-Pahoa Road
Pahoa, Hawaii 96778

150 pairs - 550HEG to 699HEG:

South Kohala Vehicle Registration and Licensing 65-1158 Mamalahoa Highway, Suite 1-A Kamuela, Hawaii 96743

500 singles

TRAILER plates numbered as follows:

FIRST DELIVERY (Trailer plates) - February 1, 2019

100 singles numbered from 900HZH to 999HZH, inclusive; 400 singles numbered from 100HZJ to 499HZJ, inclusive. Hawaii County Vehicle Registration and Licensing 1990 Kinoole Street Hilo, Hawaii 96720

1,800 singles

MOTORCYCLE plates numbered as follows:

FIRST DELIVERY (Motorycle plates) - February 1, 2019

900 singles numbered from 100HPJ to 999HPJ, inclusive; 900 singles numbered from 100HPK to 999HPK, inclusive. Kona Vehicle Registration and Licensing

74-5044 Ane Keohokalole Highway Kailua-Kona, Hawaii 96740

COUNTY OF KAUAI

11,988 pairs <u>AUTOMOBILE</u> plates numbered as follows:

999 pairs numbered from KEA001 to KEA999, inclusive; 999 pairs numbered from KEB001 to KEB999, inclusive; 999 pairs numbered from KEC001 to KEC999, inclusive; 999 pairs numbered from KED001 to KED999, inclusive; 999 pairs numbered from KEG001 to KEG999, inclusive; 999 pairs numbered from KEG001 to KEG999, inclusive; 999 pairs numbered from KEH001 to KEH999, inclusive. 999 pairs numbered from KEK001 to KEK999, inclusive; 999 pairs numbered from KEK001 to KEK999, inclusive; 999 pairs numbered from KEM001 to KEM999, inclusive; 999 pairs numbered from KEN001 to KEN999, inclusive; 999 pairs numbered from KEN001 to KEN999, inclusive; 999 pairs numbered from KEN001 to KEN999, inclusive.

699 pairs <u>TRUCK</u> plates numbered as follows:

699 pairs numbered from 301KBT to 999KBT, inclusive.

999 singles TRAILER plates numbered as follows:

999 singles numbered from 001KYY to 999KYY, inclusive.

599 singles MOTORCYCLE plates numbered as follows:

599 singles numbered from 401KMP to 999KMP, inclusive.

300 singles <u>TRAILER</u> (OFFICIAL) plates numbered as follows:

300 singles numbered from CofK401 to CofK700, inclusive.

COUNTY OF MAUI

18,981 pairs AUTOMOBLE plates numbered as follows:

999 pairs numbered from LKK001 to LKK999, inclusive; 999 pairs numbered from LKL001 to LKL999, inclusive; 999 pairs numbered from LKM001 to LKM999, inclusive; 999 pairs numbered from LKN001 to LKN999, inclusive; 999 pairs numbered from LKR001 to LKR999, inclusive; 999 pairs numbered from LKR001 to LKR999, inclusive; 999 pairs numbered from LKT001 to LKT999, inclusive; 999 pairs numbered from LKT001 to LKU999, inclusive; 999 pairs numbered from LKU001 to LKU999, inclusive; 999 pairs numbered from LKV001 to LKV999, inclusive.

DELIVERY BY JUNE 14, 2019

999 pairs numbered from LKW001 to LKW999, inclusive; 999 pairs numbered from LKX001 to LKX999, inclusive; 999 pairs numbered from LKX001 to LKY999, inclusive. 999 pairs numbered from LKZ001 to LKZ999, inclusive; 999 pairs numbered from LLA001 to LLA999, inclusive; 999 pairs numbered from LLC001 to LLC999, inclusive; 999 pairs numbered from LLC001 to LLC999, inclusive; 999 pairs numbered from LLD001 to LLD999, inclusive; 999 pairs numbered from LLE001 to LLE999, inclusive.

GROUP III:

15,000 pairs

PERSONALIZED VEHICLE LICENSE PLATES

(ESTIMATED QUANTITY)

GROUP IV: <u>CITY AND COUNTY OF HONOLULU ONLY</u>

ORDER PROCESSING SYSTEM - Provide an electronic order entry, plate management and order processing system. As per specified in Appendix C: Approximately 136,898 each.

GROUP V: <u>CITY AND COUNTY OF HONOLULU ONLY</u>

<u>REGISTRATION RENEWAL PRINTING</u> – Print and mail Certificate of Registration and month/year validation decals. As per specified in Appendix C: Approximately 20,000 per month.

GROUP VI: CITY AND COUNTY OF HONOLULU ONLY

<u>PLATE REPLACEMENT PROGRAM</u> - Replace designated license plates on a month-by-month basis utilizing the vehicle registration expiration date. Vehicle owners will have the option of requesting the same plate number or a regular issued series. As specified in Appendix C: Approximately 2,000 plates.

SPECIAL REQUIREMENTS OF REFLECTIVE MATERIAL

Reflectorized Vehicle License Plates.

The Director or an authorized representative of the Director may call for special test plates or randomly select completed production plates whenever deemed necessary for the purpose of inspection and making tests as directed by the Director or an authorized representative of the Director, in compliance with the Specifications herein. At any time during the contract, the Director may, at his discretion, require a change in reflective type/specifications should advance technologies become available.

The reflective sheeting utilized by each bidder must conform to the following pre-qualification standards:

PREQUALIFICATION: Reflective sheeting

The reflective sheeting vendor utilized by the license plate bidder shall meet the following criteria and shall submit certification documents to the license plate manufacturer and/or the State upon request prior to the license plate manufacturer's bid to the State:

- To assure high quality license plate performance, durability and service, the reflective sheeting manufacturer shall provide the license plate manufacturer and/or State with proof of successful in-field sheeting performance in other States of similar size and climate. The sheeting manufacturer shall provide the following documentation to the license plate manufacturer and/or the State upon request:
 - a. Show evidence of successful manufacture of reflective sheeting and related materials as part of a totally integrated license plate system.
 - b. Provide a list and qualifications to the license plate manufacturer of experienced, full-time graphic design, customer service, technical service and sales service personnel.
 - c. Submit a plan to the license plate manufacturer for providing expert on-site technical service to the license plate manufacturer's site within 48 hours and immediate toll-free call-in technical service.
 - d. Submit a plan for next day delivery of stocked equipment parts to the license plate manufacturer; provide the license plate manufacturer with a detailed list of stocked parts.
 - e. Provide independent test lab data demonstrating that the reflective sheeting and related products conform to all performance requirements of this specification

- The sheeting manufacturer will provide any/all samples that might be requested/required for the State or their designated testing facility to certify the material compliance with these specifications. At the request of the State, the sheeting supplier may also be required to compensate the agency or their testing agents for the cost of any material testing.
- 3. The reflective sheeting supplier shall submit upon request by the State of the license plate manufacturer any technical data exhibiting characteristics of all materials proposed. Information submitted shall include detailed recommended processing conditions for each phase of license plate manufacture.

The reflective sheeting utilized by the successful bidder must conform to the following minimum standards:

A. Photometric Reflective Characteristics.

The white reflective material background on the test panel when finished, in accordance with the recommendation of the manufacturer, shall have the following minimum reflective intensity at 0.2° divergence expressed in candlepower per foot-candle per square foot (candelas per lux per square meter) of material. Measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method For Coefficient of Retroreflection of Retroreflective Sheeting". A minimum area of 36 square inches of white reflective material shall be required for photometric measurement.

The brightness of the white reflective material background totally wet by rain shall not be less than ninety percent (90%) of the values as specified hereinabove. Wet performance measurements shall be conducted at 0.2° observation and -4° entrance angles in accordance with ASTM E-810 and using the test set-up described in FHWA Specification FP-85, Section 718.02 (a) and Section 7.10.1 of AASHTO M 268.

B. <u>Diffuse Daytime Color</u>.

Through instrumental color testing, the diffuse daytime color of the reflective sheeting shall conform to color requirements as determined spectrophotometrically in accordance with ASTM E-1164 and E1349, utilizing either 45/0 or 0/45 degree illumination/viewing conditions as described in

E-1164 and E-1349 for retroreflective materials. Chromaticity and the Luminance Factor based on CIE tristimulus values for the 2° observer and Illuminant D65, shall be calculated in accordance with ASTM E-308.

The color specification limits for white license plate sheeting are listed below. See Appendix I for other sheeting colors.

COLOR SPECIFICATIONS

| Corner Points | | Luminance Factor | |
|---------------|--------------|------------------------------|---------|
| Color | x | У | Y (%) |
| White | .368 .340 | .287 .353 .380 .316 | 42 Min. |

C. Adhesive.

Reflective material supplied by the sheeting manufacturer shall include a pre-coated adhesive on the back, which shall adhere without the necessity of additional adhesive coats on the reflective material or application surface.

The pre-coated adhesive shall form a durable bond to the conversion coated aluminum surface. Finished material applied to test panels shall resist peeling from the recommended application surface, scuffing and marring during normal handling, shocking off when struck at -10°F and withstand eight (8) hours of soaking in water at 75°F without appreciable decrease in adhesion. The pre-coated adhesive shall have no staining effect on the reflective material.

The protective liner attached to the adhesive shall be removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four (4) hours at 150°F under weight of 2.5 pounds per square inch.

Prior to application, the protective liner attached to the adhesive shall be removed by peeling without soaking in water or other solvents.

D. Film.

Unfinished graphic reflective material shall be sufficiently flexible to allow embossing characteristic of most conventional license plate designs. When applied to flat metal in accordance with the recommendations of the reflective material manufacturer, it shall adhere to and stretch with the metal without cracking upon being embossed.

The reflective background color(s) of the finished license plate shall be similar in day color and reflected night color. The unfinished and/or finished material surface shall be readily processed and compatible with opaque roll coating colors as recommended by the reflective material manufacturer. The graphic design on the background material shall be an integral part of the material, shall be transparent as determined by the approved design, and shall have durability comparable to that of the background material.

The reflective sheeting shall be smooth and flat and provide a compatible surface for direct application of pressure sensitive adhesive coated validation stickers.

The applied reflective material shall be resistant to the heat necessary to force cure process colors in accordance with the recommendations of the reflective material manufacturer.

The finished reflective material shall be easily cleaned. A test panel shall, following measurement, be sprayed with water suspended soils collected from the underside of City vehicle fenders and allowed to dry thoroughly. The water suspended soils shall be prepared by scraping dirt, etc. from the underside of City vehicle fenders, mixing with water in the proportion of five (5) pounds of soil to one (1) gallon of water, and pouring the mixture through a paint strainer. The mixture shall then immediately be sprayed onto the test panel while particles are in suspension. After the test panel is allowed to dry thoroughly, it shall be easily cleaned by washing with a mixture of water and mild detergent, clear water rinsed and wiped dry for examination. The test panel shall show no appreciable difference when compared to a new, clean panel.

To check for temporary water repellent surface coatings, the same test panel shall be exposed for one hundred fifty (150) hours to Twin Arc Weathering per ASTM G23-69 Type D. The results shall be evaluated as noted in this paragraph after the test panel is washed in five percent (5%) HC1 solution for forty-five (45) seconds, rinsed thoroughly with water, dried with a soft, clean cloth, and brought to equilibrium at 72° ± 5°F (22° ± 1°C) and 50% ± 5% R.H. When stabilized, the test panel shall be measured for reflective intensity and shall maintain not less than ninety percent (90%) of the specified dry and wet minimum brightness values. The reflective sheeting evaluation shall show no appreciable discoloration, cracking, crazing, blistering, peeling or dimensional change. The reflective surface shall continue to be essentially smooth and provide a compatible surface for direct application of validation stickers with pressure sensitive adhesive.

E. Sheeting Identifier and Warranty Provisions.

The sheeting shall have a directional identification mark to facilitate visual identification of sheeting year of production for internal inventory control and identification of sheeting manufacturer. The mark shall be an integral part of the sheeting and make unauthorized plate reproduction extremely difficult. To assure recognizability, the mark shall be approximately 1.25 inches (3.18 cm) in diameter, and each 6 in. x 12 in. license plate shall contain a minimum of three. The identification mark shall be of the design mutually agreed upon by the City and County of Honolulu and the Counties of Hawaii, Kauai, and Maui and the sheeting manufacturer and shall meet the following additional requirements:

- 1. When the license plate is affixed to a vehicle the positive identification mark shall facilitate effective visual verification as follows:
 - a. The centermost identifying mark on the plate shall be visible to a viewer directly facing the plate's surface at an angle of 30° above the perpendicular to the plate (i.e. the centermost image on a plate mounted so that its center is 25 inches (64 cm) from the ground shall be visible to a six feet tall viewer standing six feet (1.83 m) from and directly facing the plate's surface);
 - b. The centermost identification mark shall not be visible to the viewer standing at two feet (.61 m) and twenty feet (6.1 m) from and directly facing the plate's surface:
 - c. The centermost identification mark shall not be visible when viewed at an angle of greater than 45° (from head-on position) to the left or right side of the plate.

- 2. The identification mark shall be verifiable under ambient and by retroreflected light at night.
- 3. For warranty purposes, the sheeting identifier shall be marked so as to be traceable to the specific manufacturer's production run numbers from which the material originated. If at any time during the specified performance life of the reflective material provided, a one half of one percent sample of clean, rear plates produced from a given production run (identified by the integral warranty mark) reveals that 10 percent or more of that sample are found to be defective in visual or brightness performance requirements as defined herein, the Contractor shall be responsible for replacement of all plates manufactured from that specific lot of material.

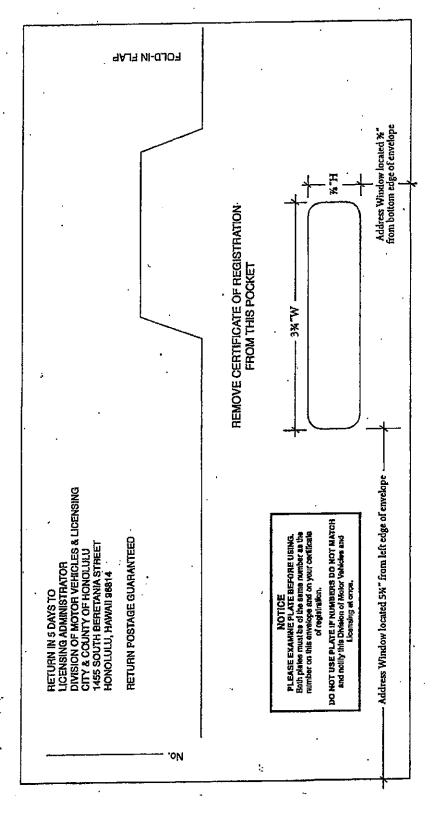
The reflective sheeting manufacturer shall be responsible for all replacement costs associated with a specific lot; a maximum liability assessment of \$5.00 per plate plus any applicable re-distribution costs will be invoked for failed plates associated with a specific lot. Reimbursement to the City and the various Counties shall be in dollars and/or materials equal to the assessed damage, at the City's discretion.

- 4. Under laboratory conditions the identification mark shall be visible on a plate when held at arms-length and tilted. This same mark shall not be visible when the plate is rotated 90° from the first viewing position.
- 5. The identification mark shall not alter sheeting colors or reduce sheeting brightness below specified levels.
- 6. The identification mark shall not compete or conflict with the alpha-numeric characters, State name or graphic design.
- 7. The identification mark shall not be removable by chemical or physical means from the sheeting or finished license plate without irreparable damage to the reflective system.
- 8. The identification marks for special sized plates (including motorcycle) may differ in size and placement. Each plate shall have at least three verifiable marks.
- 9. Verification distances for the identification marks may vary for sheeting other than the standard white.

F. Effective Performance Life.

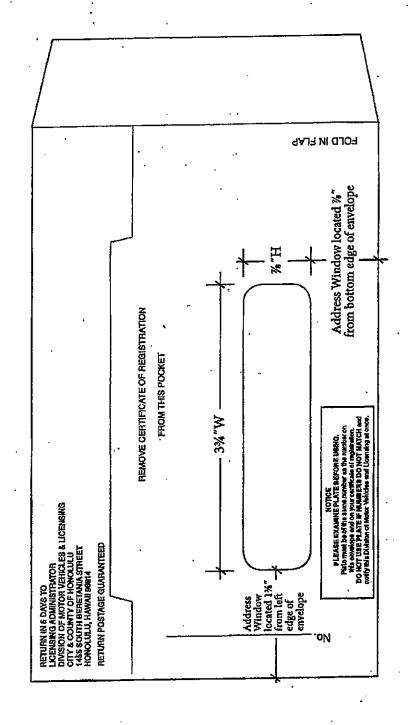
Reflective sheeting applied and processed into license plates in accordance with the sheeting manufacturer's recommendations shall be considered to perform effectively for the service life expected if the plates show no appreciable discoloration, cracking, crazing, blistering, peeling or dimensional change which will significantly impair the intended visibility or legibility of the plate and the clean rear plate retains at least five (5) candlepower per foot-candle per plate. Measurements shall be conducted at 0.2° observation angle and -4° entrance angle. Coefficient of luminous intensity shall be measured using the test method outlined in ASTM E-810 except that the coefficient of luminous intensity shall be determined in accordance with ASTM E-808, Paragraph 4.2.1 and ASTM E-809, Paragraph 12.1.1.

License Plate Envelope showing dimensions



Note: Not drawn to scale.

Motorcycle Plate Envelope showing dimensions



Note: Not drawn to scale.

EXHIBIT "D" (PAGE 1-42)

INDEX OF SPECIMEN PLATE

Reflectorized Vehicle License Plates.

Plate (6 in. x 12 in.)

Plate No.

- 1. Automobile
- 2. Truck
- 2. Trailer
- Automobile (Veteran w/American Flag)
- 4. Automobile (Military Specialty)
- 5, Automobile (Organization)
- 6. Automobile (Electric Vehicle)
- 11. Trailer (Official C & C and CofH)
- 12. Large Plate showing dimensions
- 13. Large Plate showing graphics

Plate (4 in. x 7 in.)

Plate No.

- 14. Motorcycle
- 15. Motorcycle (Veteran w/American Flag)
- 16. Motorcycle (Military)
- 17. Motorcycle (Electric Vehicle)
- 18. Small Plate showing dimensions

NOTE: PLATES ARE NOT DRAWN TO SCALE.
PLATES ARE TO BE MODIFIED AS NOTED ON EACH SPECIMEN COPY.
AWARDED CONTRACTOR

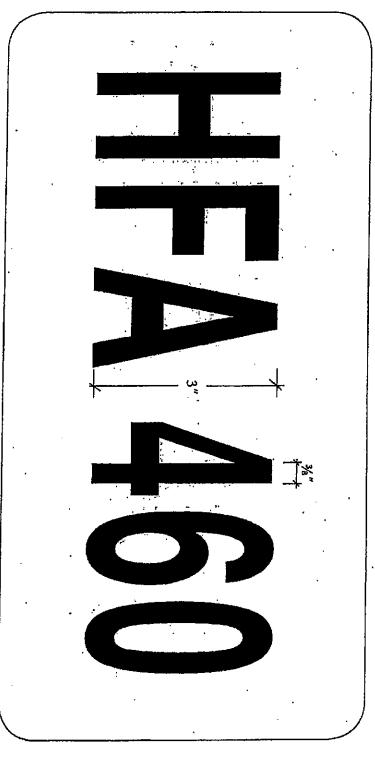
SHALL CONTACT THE OFFICER IN CHARGE OR AN AUTHORIZED REPRESENTATIVE OF THE OFFICER IN CHARGE BEFORE PROCEEDING WITH THE WORK.

REFLECTORIZED VEHICLE LICENSE PLATE LIST

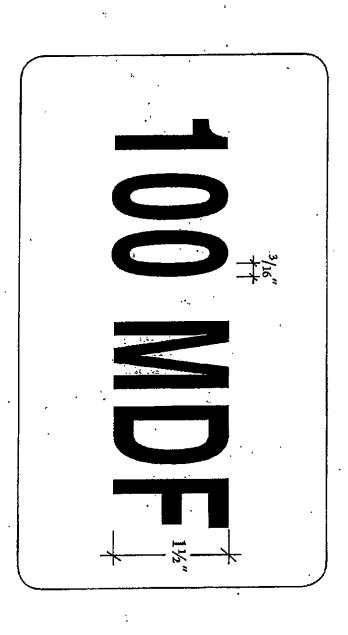
| DEALER DEMO DISABLED PERSONS ELECTRIC VEHICLE FOREIGN ORGANIZATION FLEET HALEAKALA NATIONAL PARK HONORARY CONSUL HORSELESS CARRIAGE ORGANIZATION PERSONALIZED VOLCANOES NATIONAL PARK OFFICIAL BOARD OF WATER SUPPLY BUS CONGRESSIONAL U. S. REPRESENTATIVE U. S. SENATOR C & C FIRE DEPARTMENT POLICE DEPARTMENT JUDICIARY STATE MILITARY SPECIALTY | 2 |
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| | 싉 |
| COMBAT WOUNDED | 2 2 2 2 2 2 2 2 2 2 2 2 2 |
| PEARL HARBOR SURVIVOR | <u>2</u> |
| FORMER PRISONER of WAR | 2 |
| COMBAT VETERAN 2 | 2 |
| KOREA VETERAN 2 | 2 |
| VETERAN | 2 |
| VIETNAM VETERAN | 키 |
| WORLD WAR II VETERAN | 등 |
| OOLD STAD FAMILY | 싉 |
| GOLD STAR FAMILY | -1 |
| MOTORCYCLE | |
| | 1 |
| PERSONALIZED | 1 |
| DEALER DEMO | 1 |
| DISABLED PERSONS | 1 |
| | 1 |
| 1222011112 | <u>i</u> |
| | <u>-</u> |
| OFFICIAL | Ļ |
| | 1 |
| 50, 4.5 0. 13 (12.100) | 1 |
| | 1 |
| STATE | 1 |
| MILITARY SPECIALTY | - |
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| , and the state of | 7 |
| | 1 |
| | 1 |
| FORMER PRISONER of WAR | |

REFLECTORIZED VEHICLE LICENSE PLATE LIST

| MOTORCYCLE, continued | |
|--|--|
| THE BUILDING DESCRIPTION OF THE PROPERTY OF TH | PlatesPerSet |
| COMBAT VETERAN | 1 |
| KOREA VETERAN | 1 |
| VETERAN | 1 |
| VIETNAM VETERAN | 1 |
| WORLD WAR II VETERAN | 1 |
| GOLD STAR FAMILY | 1 |
| TRUCK | |
| TRUCK | 2 |
| FLEET | 2 |
| FREIGHT MOTORCYCLE | |
| FREIGHT MOTORCYCLE | 1 |
| TRAILER | And the second s |
| TRAILER | 1 |
| FLEET | 1 |
| PERSONALIZED | 1 |
| WAGON | 1 |
| OFFICIAL | |
| C&C | 1 |
| FIRE DEPARTMENT | |
| POLICE DEPARTMENT | 1 |
| STATE | 1 |
| MOPED | and the second s |
| MOPED | 1 |

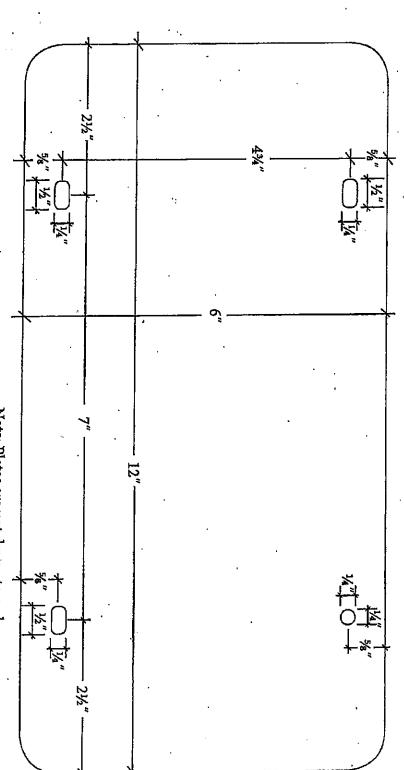


Note: Plates are not drawn to scale. Plates are to be modified as noted on each specimen copy.



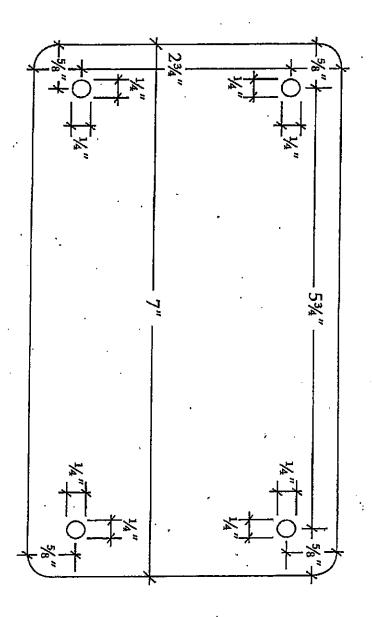
Note: Plates are not drawn to scale.
Plates are to be modified as noted on each specimen copy.

License Plate showing dimensions

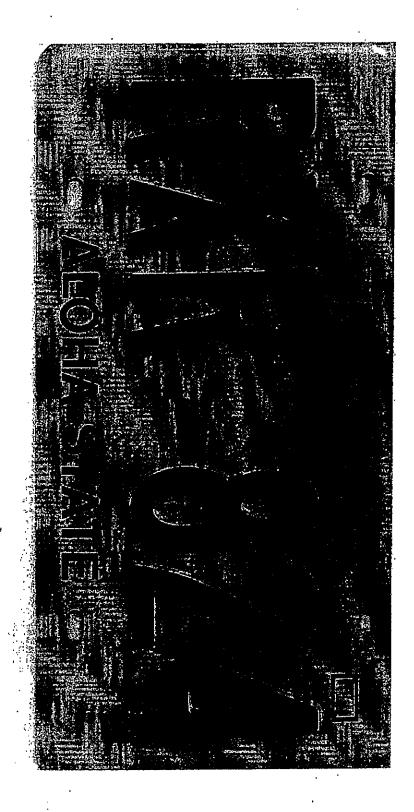


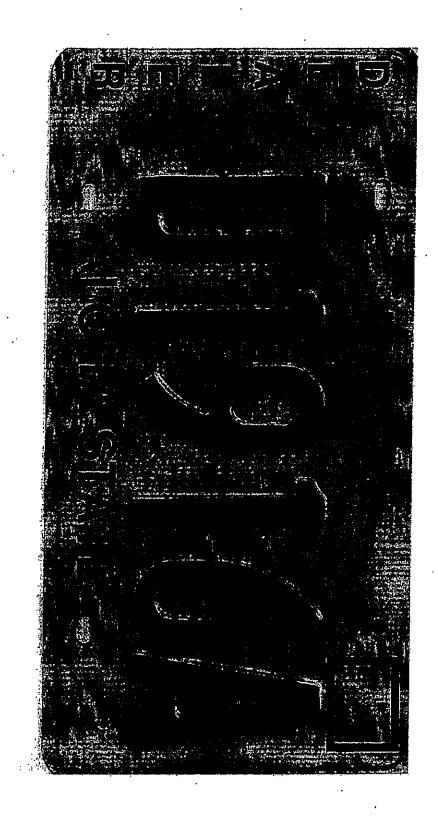
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Plates are to be modified as noted on each specimen copy.

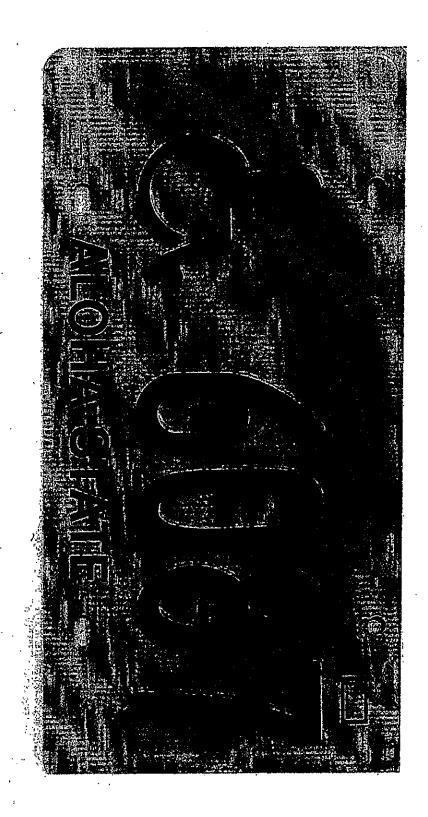
Motorcycle Plate showing dimensions

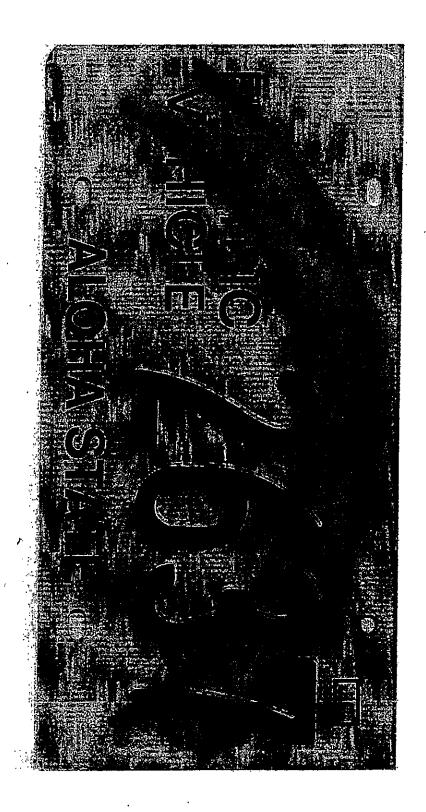


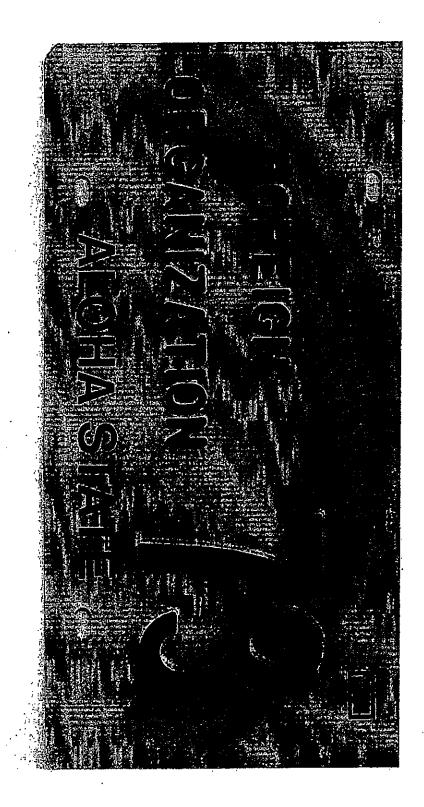
Note: Plates are not drawn to scale.
Plates are to be modified as noted on each specimen copy.

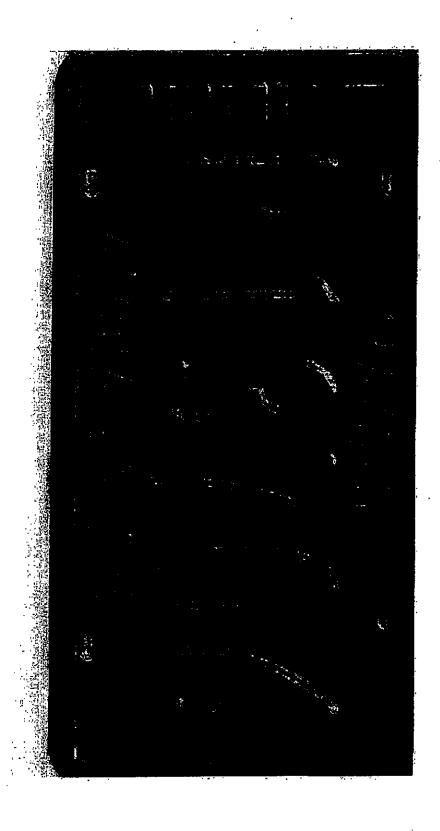


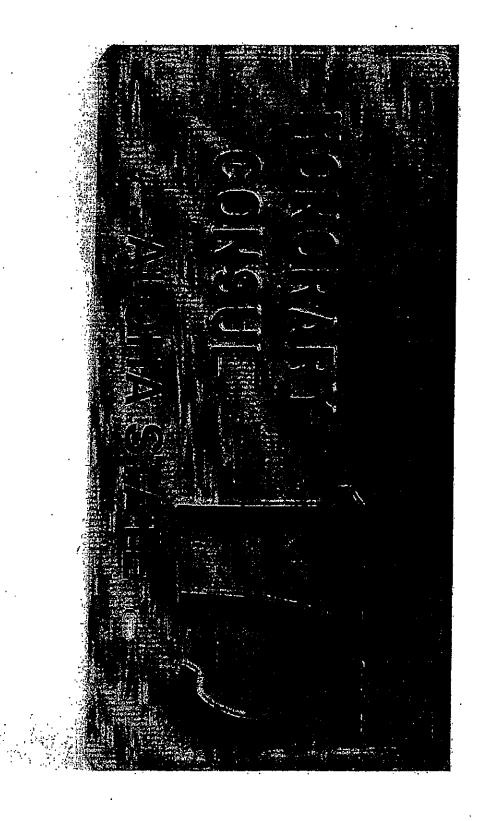


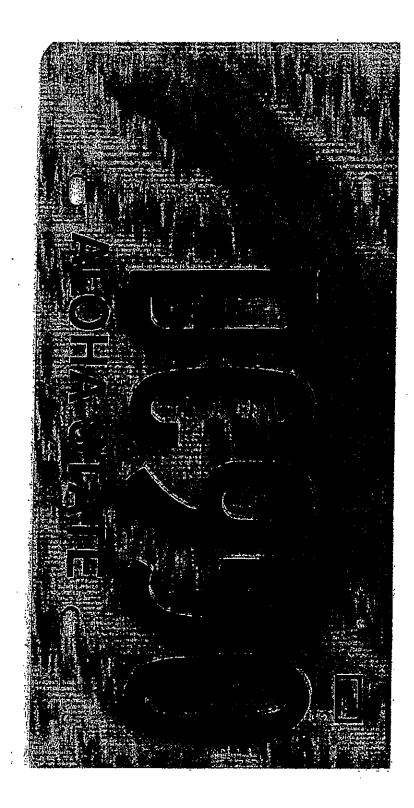


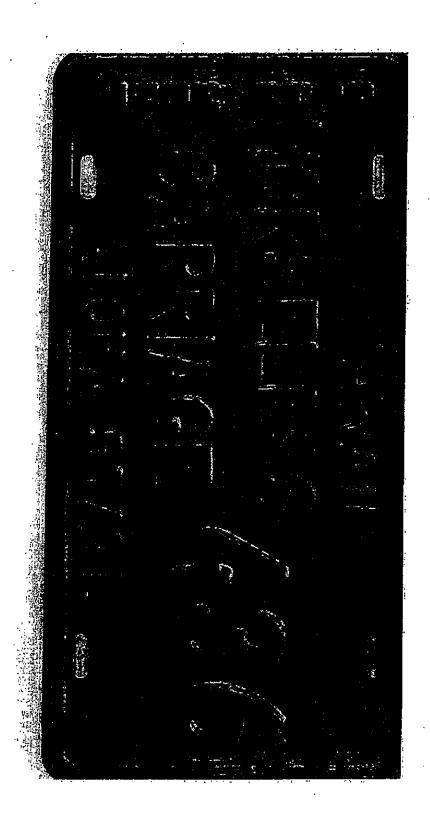


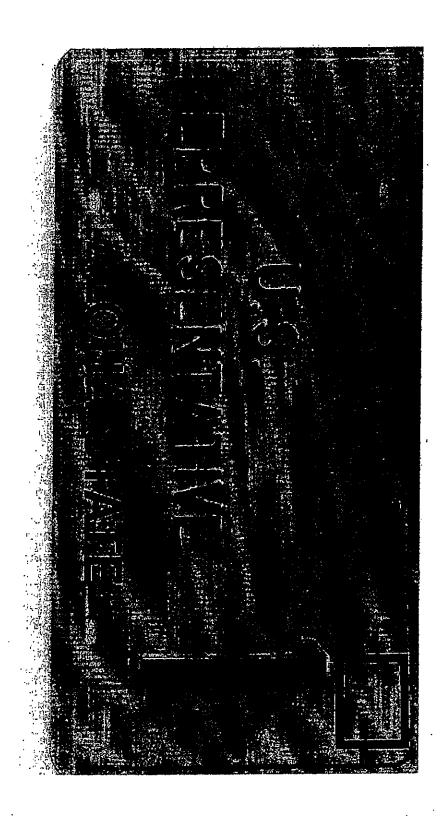


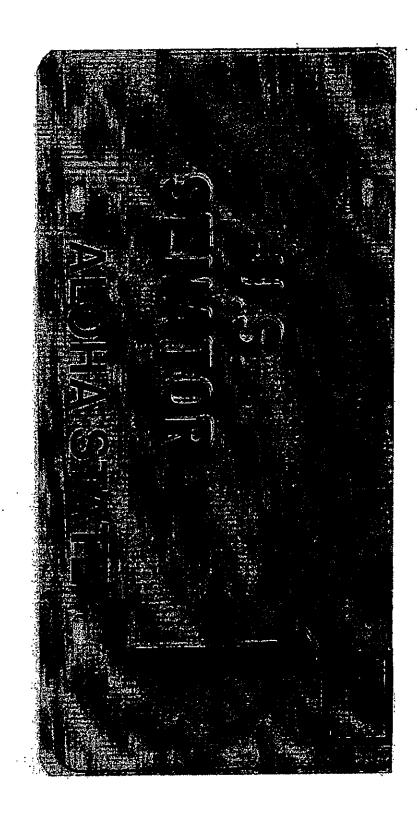


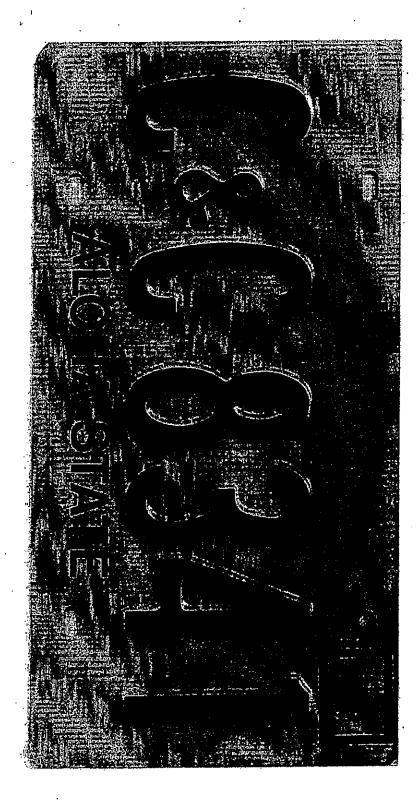


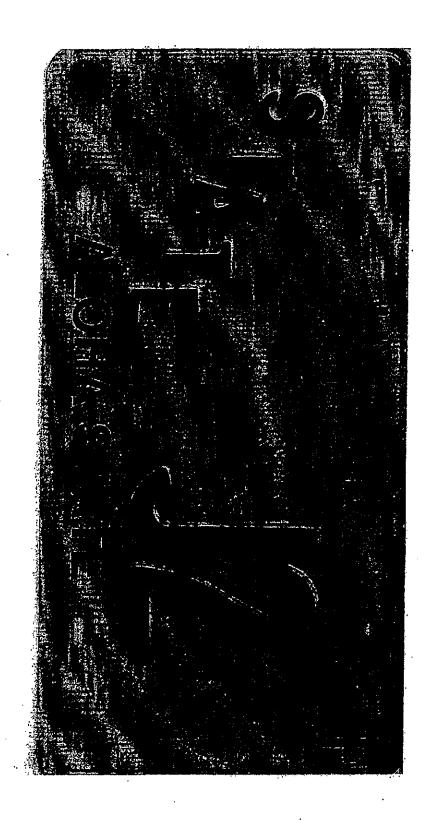




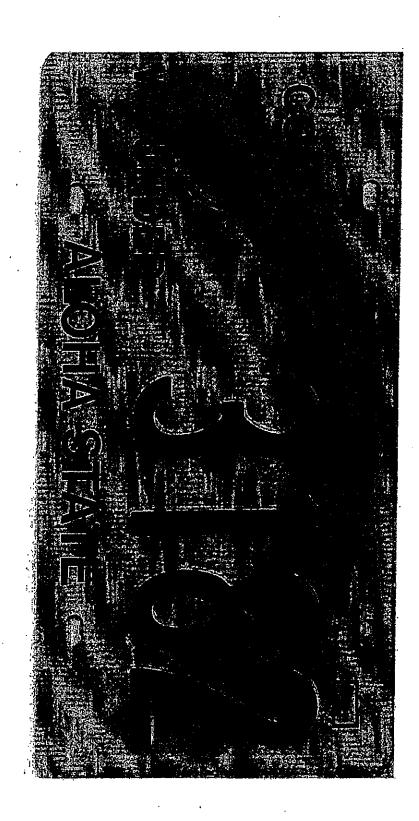




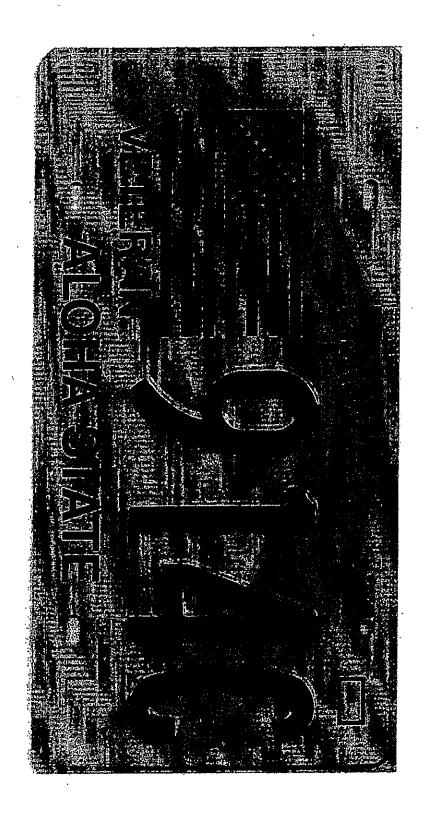


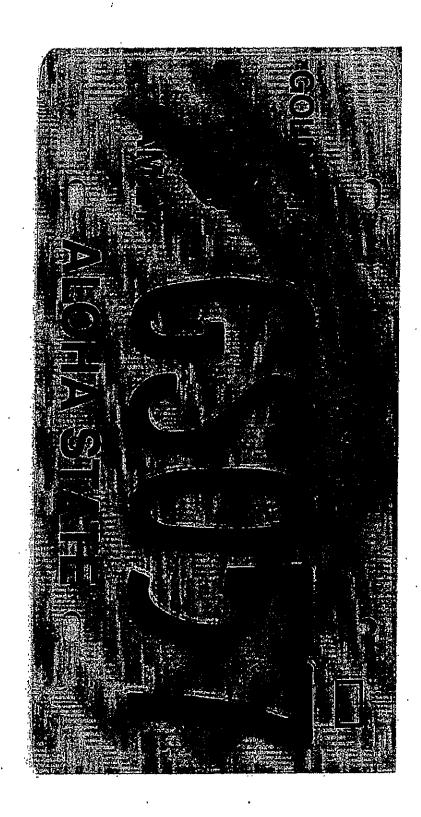


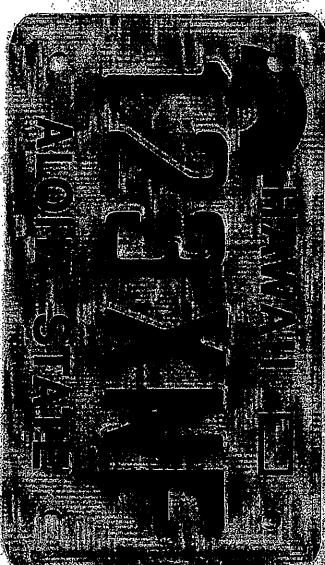




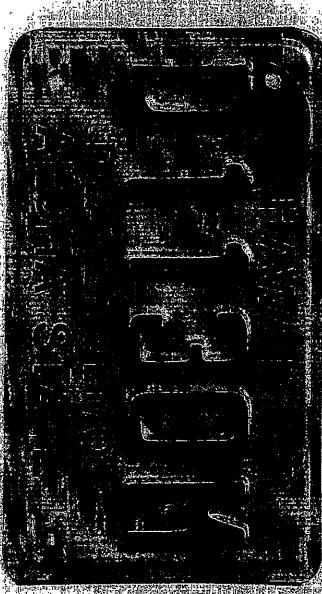


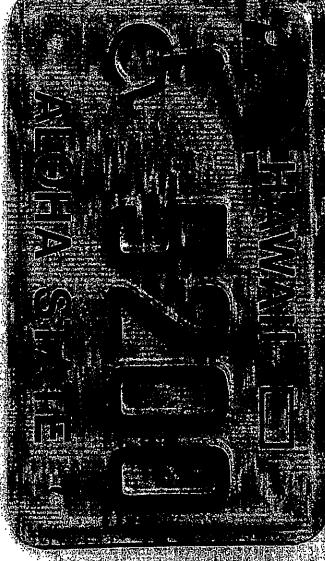






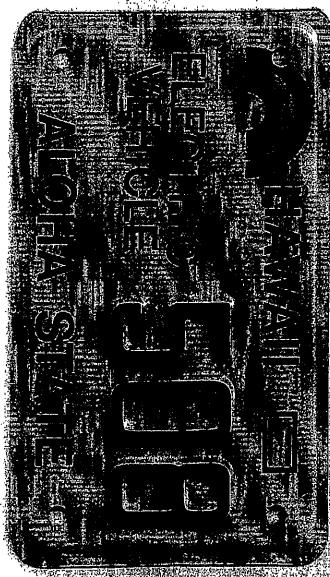
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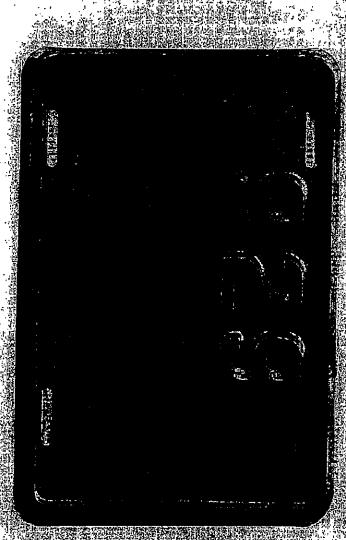




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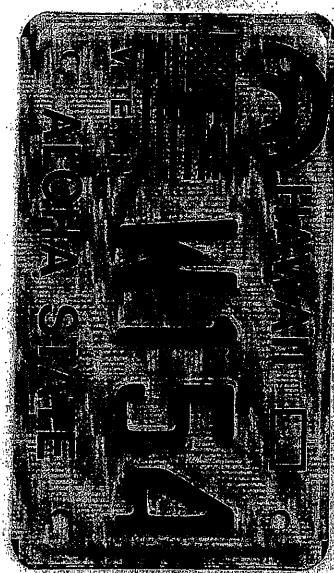


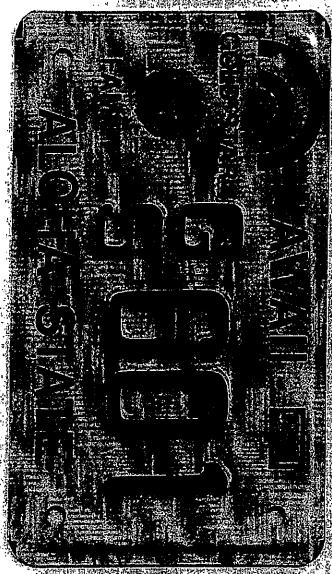
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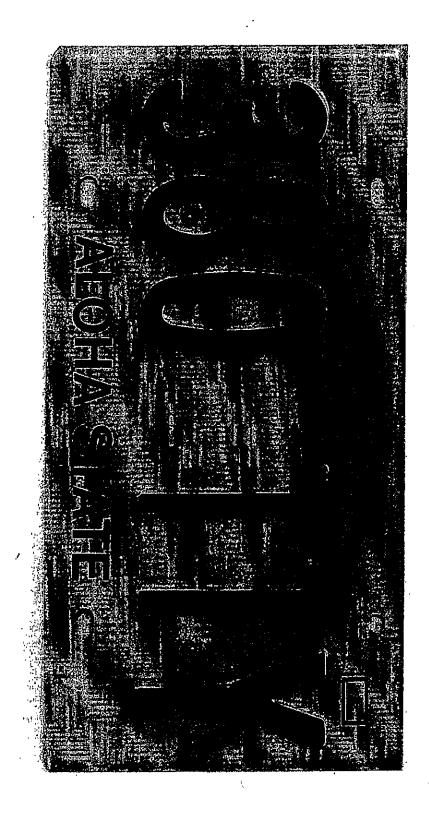
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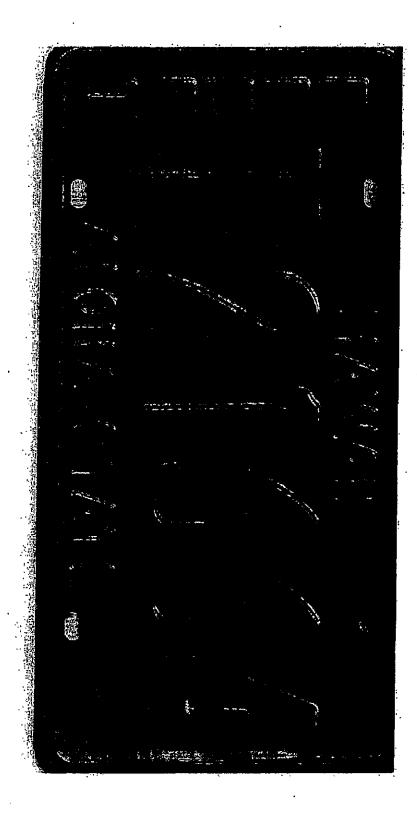
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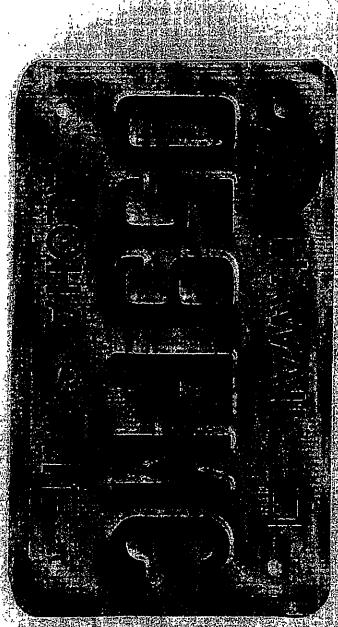


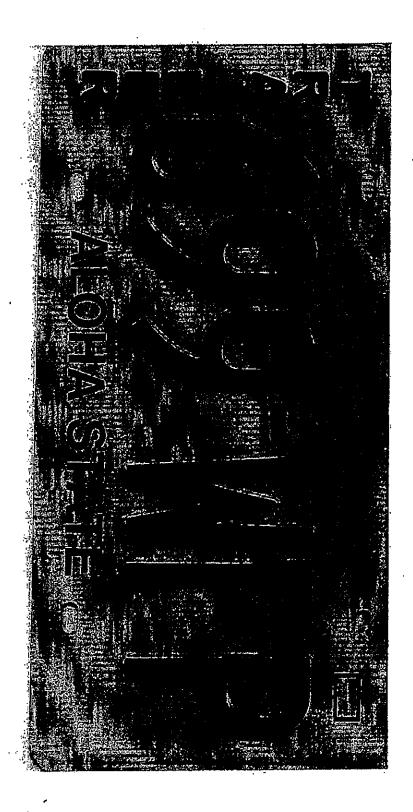


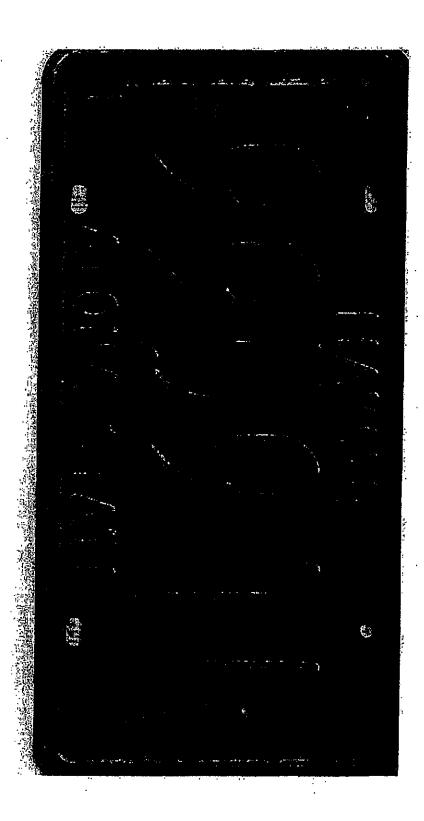
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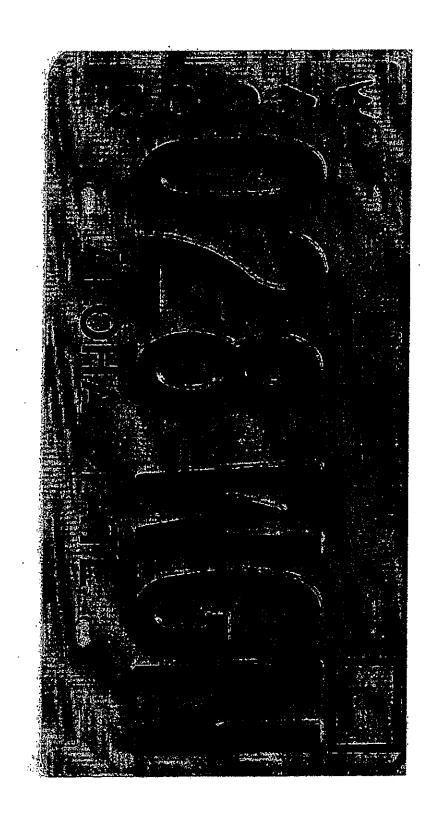


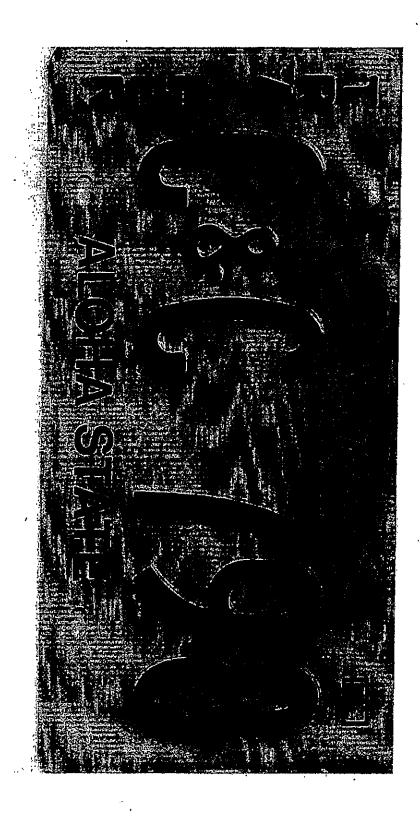


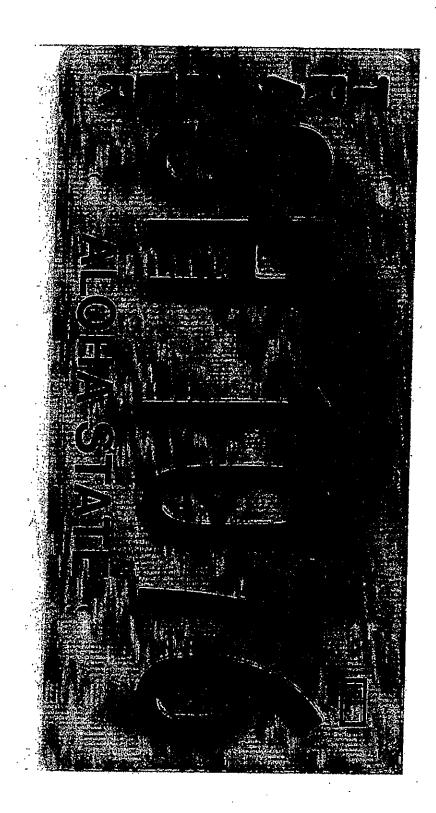












APPENDIX B: TERM/SCHEDULE OF WORK

<u>TERM OF THE CONTRACT</u>. The term of the contract shall be for a period of twelve (12) months.

Effective Start Date August 19, 2018

Effective End Date: August 18, 2019

Group I. Delivery shall be within 30 days of release of order in order entry system.

Group II. Delivery shall be by February 1, 2019

Group III. Delivery shall be within 30 days of release of order in order entry system.

Group IV. Delivery and installation of the order entry system shall be by October 1, 2018

Group V. Delivery shall be within 30 days of release of order in order entry system.

Group V1. Delivery shall be within 30 days of release of order in order entry system.

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. 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. Such extension shall be accomplished by Contract Amendment.

PROGRESS REPORT. Within thirty (30) days from the date of the notice of award or within such further time as the Director may allow, the Contractor shall submit to the Office of the Division of Purchasing, Department of Budget and Fiscal Services, City Hall, 530 South King Street, Room 115, Honolulu, Hawaii 96813, a tentative schedule of events to be met by the Contractor in order to fulfill the contract. The following information shall be reported:

- a. The date by which the Contractor orders raw materials.
- b. The date by which the Contractor receives raw materials.
- c. The date by which pre-production proofs are submitted to the City for approval color and overall appearance of the plate.
- d. The date by which full production of plates is to begin (assuming preproduction proofs have been approved).
- e. The date by which production is completed, including packaging.
- f. The date by which shipment is made.

Whenever the Contractor cannot meet the schedule submitted, a revised schedule of events and reason for change must be submitted by the Contractor.

PLACING OF ORDERS

GROUP I. Orders for reflectorized vehicle license plates will be placed with the Contractor on an as needed basis. Each delivery will average between 6,000 to 9,000 pairs of plates.

<u>GROUP III.</u> Orders for personalized plates will be placed with the Contractor as needed for the current year of issue and each order will be placed by the City and County of Honolulu. Delivery and invoicing of personalized plates will be made to each respective county.

Delivery address for the City and County of Honolulu:

City and County of Honolulu
Department of Customer Services
Division of Motor Vehicles, Licensing, and Permits
Kapalama Hale
925 Dillingham Boulevard, 2nd Floor
Honolulu, Hawaii 96817
Attention: Bette Kekiwi (Telephone No. 768-9197)

<u>SPECIAL ORDERS</u>. In addition to the types of plates contracted for as specified in Exhibit A, special orders for other types of Hawaii plates to be manufactured in accordance with the Specifications may be placed directly by the City and County of Honolulu for all Counties and by the Director of Civil Defense, State of Hawaii, as needed for the current year of issue.

The Contractor shall not accept orders for the State of Hawaii license plates from any source other than the City Director of Budget and Fiscal Services or an authorized representative of the City Director of Budget and Fiscal Services (the Licensing Administrator) and the Director of Civil Defense, State of Hawaii.

Deliveries in Group I shall be made within <u>fourteen (14)</u> calendar days after placement of each order. Due to the limited storage space, the City and County of Honolulu will place orders on an as-needed basis. Each delivery shall average between 6,000 to 9,000 pair of plates.

For the City and County of Honolulu only, the Contractor shall ship cartons on pallets, shrink-wrapped, with forty-eight (48) cartons per pallet.

For the City and County of Honolulu only, the Contractor shall provide a detailed packing list indicating the number sequence of license numbers on each pallet.

<u>DELIVERY</u>

City and County of Honolulu
Division of Motor Vehicle, Licensing and Permits
925 Dillingham Boulevard, 2nd Floor
Honolulu, Hawaii 96817
Contact: Bette Kekiwi (768-9197)

Delivery for Group II shall be made on or before February 1, 2019 and June 14, 2019

County of Hawaii (Split Deliveries) Contact: Naomi O'Dell (961-8021)

Department of Finance Vehicle Registration and Licensing 1990 Kinoole Street Hilo, Hawaii 96720

9,990 pairs AUTOMOBILE plates (ZJA001 to ZJE999 and ZJK001 to ZJR999) 450 pairs TRUCK plates (400HEF to 849HEF) 500 singles TRAILER plates (900HZH to 999HZH and 100HZJ to 499HZJ)

Department of Finance Vehicle Registration and Licenisng 74-5044 Ane Keohokalole Highway Kailua-Kona, Hawaii 96740

7,992 pairs AUTOMOBILE plates (ZHW001 to ZHZ999 andZJF001 to ZJJ999) 300 pairs TRUCK plates (850HEF to 999HEE and100HEG to 399HEG) 1,800 singles MOTORCYCLE plates (100HPJ to 999HPJ and 100HPK to 999HPK)

Department of Finance Vehicle Registration and Licensing 15-2615 Keaau-Pahoa Road Pahoa, Hawaii 96778

1,998 pairs AUTOMOBILE plates (ZHR001 to ZHS999) 150 pairs TRUCK plates (400HEG to 549HEG)

Department of Finance Vehicle Registration and Licensing 65-1158 Mamalahoa Highway, Suite 1-A Kamuela, Hawaii 96743

2,997 pairs AUTOMOBILE plates (ZHT001 to ZHV999) 150 pairs TRUCK plates (550HEG to 699HEG)

11

County of Kauai
Department of Finance
Division of Treasury
Storage Area
444 Rice Street, Suite 466
Lihue, Hawaii 96766
Attention: Natalia Konishi (Tele

Attention: Natalie Konishi (Telephone: 241-4261)

988 Automobile Plates 699 Truck Plates 999 Trailer Plates 599 Motorcycle Plates 300 Trailer (Official) Plates County of Maui

Department of Finance
Division of Motor Vehicles and Licensing
70 E. Kaahumanu Avenue, Suite A-17
(Second Floor Storage – NO ELEVATOR)
Kahului, Hawaii 96732

Attention: (Mr.) Lito Vila (Telephone: 1-808-270-7363)

18,981 Automobile Plates

- a. Deliveries for Group III shall be made within <u>thirty (30)</u> calendar days after placement of each order. (Estimated 15,000 Personalized Plates)
- b. It shall be the Contractor's responsibility to be apprised of overland rates, shipping schedules and dockside delivery in order to meet the delivery deadlines to avoid default payments.
- c. For the City and County of Honolulu only, it shall be the Contractor's responsibility to ship cartons on pallets, shrink-wrapped and palletized.
- d. Advance notice of shipment must be sent to each County and notice must be given at least two (2) days prior to local delivery by the trucking firm.
- e. The Contractor shall notify the trucking firm(s) with whom arrangements are made to deliver the plates to each County and that delivery shall include stacking of cartons in the sequence as directed by the Officers in Charge or authorized representatives of the Officers in charge for the City and County of Honolulu and the Counties of Hawaii, Kauai, and Maui.

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

Irwin Hodson Group LLC
Name of Offeror (Legal Name)

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

The undersigned hereby agrees to complete the specified work, 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.

| GROUP | - License Plates: City and Coun | ty of Honolulu | | | |
|--------------|--|----------------------------------|-----------------------------|---|--|
| ITEM NO. | CATEGORY | ESTIMATED QUANTITIES | UNIT | UNIT | TOTAL |
| 1 2 3 | Automobile Automobile (Organization) Automobile (Official) | 84,915 7,000 | Pairs Paris | \$ 5.41 \$ 7.15 | \$ 459,390.15 \$ 50,050.00 |
| 4 | Automobile (Veterans/American Flag) | 4,500 6,000 | Pairs Pairs | \$ 7.15 \$ 7.15 | \$ 32,175.00 \$ 42,900.00 |
| 5 | Automobile (Military Specialty: Combat Wounded, Combat Veteran, Former POW, Korea Veteran, Pearl Harbor Survivor, Persian Gulf Veteran, Vietnam Veteran, World | ·• | · uno | Ψ 7.13 | Ψ 42,200.00 |
| 6 | War II Veteran, Gold Star Family) | 7,000 | Pairs | \$ 7.15 | \$ 50,050.00 |
| 7 | Automobile (Electric Vehicle) National Parks (Haleakala National | 7,000 | Pairs | \$ 7.15 | \$ 50,050.00 |
| 8 9 10 | Park, Volcanoes National Park) Truck Trailer Motorcycle | 4,000 7,992 5,994 5,994 | Pairs Pairs Singles Singles | \$ 10.11 \$ 5.41 \$ 3.07 \$ 3.03 | \$ 40,440.00 \$ 43,236.72 \$ 18,401.58 |
| | , | 0,004 | ongles | \$ 3.03 | \$ 18,161.82 |

| ITEM | CATEGORY | ESTIMATED | 1 18 (12 | 1 15 517- | |
|--|--|--|----------------|---|-----------------------------|
| NO. | ONILGONI | i | | UNIT | TOTAL |
| 11 | Motorcycle (Military Specialty: | QUANTITIES | | PRICE | |
| • • | Combat Wounded, Combat Veteran, | | | | |
| | Former POW, Korea Veteran, Pearl | | | | |
| | Harbor Survivor, Persian Gulf | | | | |
| | Veteran, Vietnam Veteran, World | | | | |
| | War II Veteran, Gold Star Family) | 4,000 | Singles | ሰ ማሰን | . |
| 12 | Moped | 5,000 | Singles | \$ 7.03 | \$ 28,120.00 |
| TOTAL S | UM BID GROUP I (ITEM NOS 1-12) | 3,000 | Singles | \$ 3.03 | \$ 15,150.00 |
| GROUP | IA - License Plates: County of Haw | aii | | \$ 848,12 | 5.27 |
| 13 | Automobile | 22,977 | Doiro | 6 | * |
| 14 | Truck | 1,200 | Pairs Pairs | \$ 5.41 \$ 5.41 | \$ 124,305.57 |
| 15 | Trailer | 500 | Singles | \$ 5.41 | \$ 6,492 |
| 16 | Motorcycle | 1,800 | | \$ 3.07 | \$ 1,535 |
| TOTAL S | UM BID GROUP II A (ITEM NOS 13-1 | 1,000 61 | Singles | \$ 3.03 | \$ 5,454 |
| GROUP I | IB - License Plates: County of Kaus | u) | | \$ 137,7 | 86.57 |
| 17 | Automobile | 11,988 | Pairs | 6 · · · · · · · · | 4 |
| 18 | Truck | 699 | Pairs | \$ 5.41 | \$ 64.855.08 |
| 19 | Trailer | 999 | | \$ 5.41 | \$ 3,781.59 |
| 20 | Motorcycle | 599 | Singles | \$ 3.07 \$ 3.03 | \$ 3.066.93 |
| 21 | Trailer (OFFICIAL) | 300 | Singles | | \$ 1,814.97 |
| TOTAL S | JM BID GROUP II B (ITEMS NOS 17-2 | ,000 241 | Singles | *************************************** | \$ 921.00 |
| GROUP II | C - Licensing Plates: County of Ma | - ' <i>)</i> 13 | | P 74,4 | 39.57 |
| 22 | Automobile | 18,981 | Pairs | Č | Ф 100 co- ь г |
| TOTAL SU | JM BID GROUP II B (ITEM NO 22) | 10,001 | r-all 5 | \$ 5.41 \$ 103 | \$ 102,687.21 |
| GROUP II | I - Personalized License Plates (Esti | mated Ouantite | ۸ | <u>→ 102</u> | 2.687.21 |
| 23 | Automobile | 15,000 | Pairs | e | #1F1 CE2 A2 |
| TOTAL SU | JM BID GROUP III (ITEM NO 23) | 10,000 | rans | \$ 10.11 \$ 151.6 | \$151,650.00 |
| GROUP IV | - Order Processing System: City and C | County of Handle | lu Only | <u> 151,6</u> | 50.00 |
| 24 | Provide an electronic order entry, | The state of the s | in Olity | | |
| | plate management and order | | | | |
| | processing system. | | | | |
| | | 136,898 | Each | \$ 0.15 | \$ 20,534.70 |
| TOTAL SU | IM BID GROUP IV (ITEM NO 24) | Ť | • | ¢ . | <u>4 20.334.70</u> 34.70 |
| GROUP V - | Registration Renewal Printing: City an | d County of Hone | olulu Only | | 24.70 |
| 25 | Print and mail Certificate of | 240,000 | Each | | |
| | Registration and month/year | | • | | |
| | validation decals. | | | | |
| | 6 d Volter on her mil som a summan | | | \$ 0.55 | \$132,000.00 |
| TUTALSU | M BID GROUP V (ITEM NO 25) | | • | \$ 132,00 | |
| GROUP VI | - Plate Replacement Program: City and | County of Honol | ulu Only | | 30100 |
| 20 | Plate number retention | 2,000 | Each | \$ 7.65 | \$ 15,300.00 |
| TOTAL SU | M BID GROUP VI | | _ | \$ 15,30 | |
| TOTAL CLIM DID FOR OROUNG LAUFTHAN | | | | | |
| TOTAL SU | M BID FOR GROUPS I-VI ITEMS NOS | 6. 1-26 | | \$ 1,482,52 | 23.30 |
| | | | • | | |
| Manufacturers Name of reflectorized alluct white about | | | | | |
| Manufacturers Name of reflectorized silver-white sheeting material: 3M 535PE | | | | | |
| | | | | | |

It is understood and agreed that the goods and/or services as specified 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 ur | ndersig | ned represents: (Check one only) | | |
|-------------|--|--|--|--|
| | A Hav | lawali business incorporated or organized under the laws of the State of Hawaii; | | |
| OR | | | | |
| [X] | A Non-Hawaii business <u>not</u> incorporated or organized under the laws of the State of Hawaii. | | | |
| | State | of Incorporation or Organization: Oregon | | |
| Offeror is: | | ☐ Sole Proprietor; ☐ Partnership; ☐ Corporation; ☐ Joint Venture; | | |
| | | M Other: Limited Liability Company | | |

Respectfully submitted,

Irwin Hodson Group LLC
Name of Offeror

Signature

| • | Paul Fussner Vice President | | |
|--|---|--|--|
| | Print Name and Title of Above | | |
| Business address (Street Address) | 12067 NE Glenn Widing Drive, Building #2. Suite 103 | | |
| City, State, Zip Code: | Portland, Oregon, 97220 | | |
| 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: | (440) 358 9488 | | |
| Business Cellular No: | (440) 289 4875 | | |
| Business Fax No.: | (503) 234 1761 | | |
| Business E-Mail Address: | fussner@wihgroup.com | | |
| Person to Contact if Awarded: | Paul Fussner | | |
| Last 4 numbers of Federal Identific | cation No.: XX-XXX 7293 | | |
| Or - Last 4 numbers of Social Se | curity No. if Sole Proprietor: XXX-XX- | | |
| · • | • | | |

CERTIFICATE OF ACCEPTANCE

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

- The Offeror has read this document including any addenda, in its entirety;
- The Offeror understands and agrees to furnish, deliver, and perform the requirements of the specification in strict compliance with the specification 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 undersig the Offeror th | gned is an authorized representative of the Offeror and can Jegally obligate hereto. | |
|----|--------------------------------|--|-----|
| | Offeror: | IRWIN HOUSON GROWS LLC | |
| | Signature: | fall of Paul Fussin | 121 |
| | Title: | Vive PRESIDENT | |
| | Date: | 6/12/18 | |
| | | END OF APPENDIX C. | |

APPENDIX D: SPECIAL PROVISIONS

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

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

- A. Delete GTC 4.5 Payments, section (a) in its entirety and replace it with the following:
 - "(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency, Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Payments will be computed in accordance with any applicable unit prices bid. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed. "
- B. Delete GTC 5.4.6 Payment for Delivered Materials or Equipment in its entirety and replace it with the following
 - " (a) No payment for any material or equipment that is affixed, movable or removable, delivered to the site of the work under the contract will be made until said material or equipment is incorporated into the parts of the project required to be constructed under the contract. Payment for the delivered material or equipment shall be included in the monthly progress payment under the appropriate cost item. (b) Specialized or Special Ordered Materials, Equipment. The Officer-in-Charge may, to the extent provided for in the contract, include in the monthly estimate for progress payment the delivered cost of specialized materials, special ordered materials or equipment usable only for the contract. Such inclusion in the monthly estimate will be allowed only if all costs are substantiated by evidence of delivery and payment, and only for such materials or equipment as are specifically described or referred to in the contract as being the subject matter for such inclusion in the monthly estimate for progress payment. Payment to the Contractor shall not terminate the Contractor's responsibility or ownership of such materials or equipment until incorporated in place and accepted by the Officer-in-Charge. The Contractor shall be responsible for the safekeeping of such specialized materials or equipment until incorporated into the work and accepted by the Officer-in-Charge. The amount included for payment under this subsection shall be subject to the retention requirement."
- C. Delete GTC 5.4.7 Final Payment, section (a)(1) and section (a)(2) in its entirety.
- D. Delete GTC Exhibit L Report of Equipment Purchased with Construction Contracts in its entirety.

2. Estimated Quantities.

The quantities for Group I as specified in the Proposal and in Exhibit A are estimates only. The City reserves the right to purchase a greater or lesser quantity as conditions may warrant, with the unit price remaining unchanged. In the event the total estimated amount fails to materialize, such failure shall not constitute grounds for equitable adjustment under the contract.

The quantities for Group II as specified in the Proposal and in Exhibit A are the minimum quantities that the City will purchase; however, the City reserves the right to purchase a greater quantity as conditions may warrant, with the unit price remaining unchanged.

The quantity for Group III as specified in the Proposal is an estimate only. The City reserves the right to purchase a greater or lesser quantity as conditions may warrant, with the unit price remaining unchanged. In the event the total estimated amount fails to materialize, such failure shall not constitute grounds for equitable adjustment under the contract.

3. Price Adjustments

Pursuant to Section 3.10 "Price Adjustment for Goods and Services Contracts" of the General Conditions, the Contractor may submit a written request for price adjustments. The request shall be subject to this provision and the City's approval.

The price adjustment shall be determined against the following approved index. The price adjustment shall only apply to the portion of the contract price affected by the index. The City reserves the right to request cost data to determine the portion of the contract price affected by the index.

Approved Index: Bureau of Labor Statistic Consumer Price Index.

Approved Index Category: Producer Price Index Metals and Metal Products.

The Contractor's price adjustment requests shall be subject to the following conditions:

- A. The price adjustment request must be no earlier than 365 calendar days after the Contract's execution date;
- B. The price adjustment request must not be within 220 calendar days from a previously approved price adjustment request.
- C. The City shall review the request together with all supporting evidence or documentation. The City shall only approve requests that the City finds justifiable.
- D. The price adjustment request shall be less than or equal to:

$$x \le y \times \left[1 + a\left(\frac{b-c}{c}\right)\right]$$

Where:

x = Requested revised contract unit price

y = Current contract price

a = Percentage of current contract price affected by the index.

b = Index price (At time of the request)

c = Index price (At the execution date of the Contract or latest approved price adjustment, whichever is later).

4. Insurance (Not Required).

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

5. Estimated Quantities.

The quantities listed in Appendix C 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.

6. 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.

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 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".

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