

HAWAII STATE DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

JULY 30, 2026

INVITATION FOR BIDS

Number IFB D26-129

SEALED BIDS

TO

FURNISH AND DELIVER

NETWORK CABLING MATERIALS AND SUPPLIES

FOR

THE HAWAII STATE DEPARTMENT OF EDUCATION

**will be received through the State of Hawaii eProcurement System (HlePRO) at
<https://hiepro.ehawaii.gov/welcome.html> until 4:30 p.m., Hawaii Standard Time (HST)**

on

AUGUST 24, 2026

Offerors interested in responding to this electronic solicitation must be registered on the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

Requests for Consideration of "Pre-approved Acceptable Products" will be received up to **2:00 p.m. Hawaii Standard Time (HST) on AUGUST 17, 2026**, via email to steven.watanabe@k12.hi.us.

Questions relating to this solicitation may be directed to Steven Watanabe, Procurement and Contracts Support Specialist, at telephone (808) 675-0130, via facsimile (808) 675-0133, or via email at steven.watanabe@k12.hi.us.

FURNISH AND DELIVER NETWORK CABLING MATERIALS AND SUPPLIES
FOR THE HAWAII STATE DEPARTMENT OF EDUCATION
IFB D26-129

OFFER PAGE OF-1

Exact Legal Name of Offeror, including "dba" or "division" of a corporation (furnish the exact legal name of the entity under which an awarded contract, if any, will be executed):			
Address: Principal Place of Business (may not be a P.O. Box):			
Mailing Address (only if different):			
Payment Address (only if different)			
Offeror's Primary Contact Person: Name			
Title			
Telephone Number		Fax Number	
Email Address			
Federal Tax Identification Number:			
State of Hawaii General Excise Tax License Number:			
Type of Business Entity (check one):	☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Limited Liability Company ☐ Other _____		
Names of all Offeror's parent, affiliate and subsidiary organizations:			
Offeror is either:	☐ A Hawaii business incorporated or organized under the laws of the State of Hawaii; OR ☐ A Compliant Non-Hawaii business incorporated or organized under the laws of the State of _____ on (date) _____, and, if applicable, registered with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.		

The undersigned has carefully read and understands the terms and conditions specified herein and hereby submits the following offer to provide the goods and/or perform the work specified herein, all in accordance with the true intent and meaning thereof, and further that the Offeror shall comply with all terms, conditions and requirements of the solicitation. The undersigned further understands and agrees that by submitting this offer, 1) the undersigned is declaring the undersigned's offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) the undersigned is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Authorized (Original in ink) Signature

Name (printed)

Title

Date

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
1	ALTOS Loose Tube, all dielectric gel-free cable, 12-F, Single Mode Fast Access Binderless	Corning	012ZU4-T4F22D20		foot	20,000	\$ -	\$ -	10,000	\$ -	\$ -
2	ALTOS Loose Tube, all dielectric gel-free cable, 24-F, Single Mode Fast Access Binderless	Corning	024ZU4-T4F22D20		foot	20,000	\$ -	\$ -	20,000	\$ -	\$ -
3	ALTOS Loose Tube, all dielectric gel-free cable, 48-F, Single Mode Fast Access Binderless	Corning	048ZU4-T4F22D20		foot	35,000	\$ -	\$ -	20,000	\$ -	\$ -
4	ALTOS® HD Gel-Free, All-Dielectric Cable with Binderless FastAccess® Technology 96 F, SMF-28® Ultra fiber, Single-mode (OS2) MINIMUM ORDER 3000ft.	Corning	096ZU4-Y4F22D20		foot	3,000	\$ -	\$ -	3,000	\$ -	\$ -
5	Loose Tube, all dielectric gel-free cable, 12-F, Single Mode	Corning	012EU4-T4700D20		foot	5,000	\$ -	\$ -	5,000	\$ -	\$ -
6	Loose Tube, all dielectric gel-free cable, 24-F, Single Mode	Corning	024EU4-T4700D20		foot	5,000	\$ -	\$ -	5,000	\$ -	\$ -
7	Loose Tube, all dielectric gel-free cable, 48-F, Single Mode	Corning	048EU4-T4700D20		foot	5,000	\$ -	\$ -	5,000	\$ -	\$ -
8	FREEDM® Loose Tube Gel-Free Cable, Riser, 24 F, Single-mode (OS2)	Corning	024ZUF-T4101D20		foot	5,000	\$ -	\$ -	5,000	\$ -	\$ -
9	FREEDM® Loose Tube Gel-Free Cable, Riser, 48 F, Single-mode (OS2)	Corning	048ZUF-T4101D20		foot	5,000	\$ -	\$ -	5,000	\$ -	\$ -
10	Riser 12-F Single Mode, riser fiber optic cabling, flame-retardant, UV-resistant, indoor and outdoor; small diameter and bend radius, all-dielectric cable construction	Corning	012E8F-31131-29		foot	5,000	\$ -	\$ -	5,000	\$ -	\$ -
11	Riser 24-F Single Mode, riser fiber optic cabling, flame-retardant, UV-resistant, indoor and outdoor; small diameter and bend radius, all-dielectric cable construction	Corning	024E8F-31131-29		foot	5,000	\$ -	\$ -	5,000	\$ -	\$ -
12	LSZH flat drop indoor and outdoor riser. 12 F Single Mode OS2	Corning	012ZBZ-14101A20		foot	5,000	\$ -	\$ -	10,000	\$ -	\$ -
13	Pigtail, 62.5/125 micrometer MULTIMODE with SC clip, 2 feet length	Corning	003901K4130002F		each	200	\$ -	\$ -	200	\$ -	\$ -
14	Pigtail, SINGLE MODE with SC clip, 2 feet length	Corning	005801R4131002F		each	200	\$ -	\$ -	200	\$ -	\$ -
15	Fusion Splice Protectors, single fiber, 60 millimeters long, package of 50	Corning	HEAT SHRINKS 2806031-01		pack	85	\$ -	\$ -	25	\$ -	\$ -
16	Fiber Optic Wipes, 90 wipes per pack	Corning	FCC-WIPES		pack	50	\$ -	\$ -	30	\$ -	\$ -
17	Fiber Optic Cleaning Fluid, 3 ounce can	Corning	FCC-CLEANER-FIBER		each	50	\$ -	\$ -	30	\$ -	\$ -
18	Single-Fiber Port Cleaner, LC and Keyed LC, 1.25 millimeter connectors, over 525	Corning	CLEANER-PORT-LC		each	50	\$ -	\$ -	30	\$ -	\$ -
19	Single-Fiber Port Cleaner, SC and ST Compatible, for cleaning connector end faces in patch panels and adapters	Corning	CLEANER-PORT-2.5		each	50	\$ -	\$ -	30	\$ -	\$ -
20	Buffer Tube Fan-Out Kit, Indoor, 6 Fiber, 25 inch legs	Corning	FAN-BT25-06		each	60	\$ -	\$ -	50	\$ -	\$ -
21	Buffer Tube Fan-Out Kit, Indoor, 12 Fiber, 25 inch legs	Corning	FAN-BT25-12		each	200	\$ -	\$ -	100	\$ -	\$ -
22	Splice Tray, 0.4-inches, 12 heat-shrink fusion splices or 6-heat-shrink mass fusion splices	Corning	M67-110		each	200	\$ -	\$ -	100	\$ -	\$ -
23	Hardware Lock Kit	Corning	CCHA-LOCK-KIT		kit	50	\$ -	\$ -	40	\$ -	\$ -
24	Armored Cable Grounding Kit; contains armored grounding clip and ground strap	Corning	FDC-CABLE-GRND		kit	50	\$ -	\$ -	40	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
25	Internal strain-relief bracket	Corning	CCH1-STRN-INT		each	50	\$ -	\$ -	40	\$ -	\$ -
26	External strain-relief bracket	Corning	CCH1-STRN-EXT		each	50	\$ -	\$ -	40	\$ -	\$ -
27	Intermediate strain-relief bracket 2 per pack	Corning	CCHA-CLIP-BTF-2		pack	50	\$ -	\$ -	40	\$ -	\$ -
28	Internal strain-relief bracket for large enclosures	Corning	CCH4-STRN-INT		each	50	\$ -	\$ -	40	\$ -	\$ -
29	External strain-relief bracket for large enclosures	Corning	CCH4-STRN-EXT		each	50	\$ -	\$ -	40	\$ -	\$ -
30	Additional Label Kit ; contains 50 labels	Corning	CCHA-LABEL-PNL-50		pack	50	\$ -	\$ -	40	\$ -	\$ -
31	Closet Jumper Management Panel, 1 rack unit	Corning	CJP-O1U		each	50	\$ -	\$ -	40	\$ -	\$ -
32	Closet Jumper Management Panel, 2 rack unit	Corning	CJP-02U		each	50	\$ -	\$ -	40	\$ -	\$ -
33	Closet Connector Housing (CCH); 1 RU with slide-out tray and see-through removable top cover accepts up to 2 CCH panels, cassettes or modules; comes with blank panels and hardware to strain-relieve cables internally or externally; 1.77 inches by 19 inches by 17 inches; 10 pounds	Corning	CCH-01U		each	30	\$ -	\$ -	10	\$ -	\$ -
34	Closet Connector Housing (CCH); designed for rack mounting in 19 inch or 23 inch equipment racks; 2 RU with slide-out tray and see-through removable top cover accepts up to 4 CCH panels, cassettes or modules; comes with blank panels and hardware to strain-relieve cables internally or externally; 3.5 inches by 19 inches by 17 inches; 12 pounds	Corning	CCH-02U		each	30	\$ -	\$ -	10	\$ -	\$ -
35	Closet Connector Housing (CCH); designed for rack mounting in 19 inch or 23 inch equipment racks; 3 RU with slide-out tray and see-through removable top cover accepts up to 6 CCH panels, cassettes or modules; comes with blank panels and hardware to strain-relieve cables internally or externally; 5.25 inches by 19 inches by 17 inches; 14 pounds	Corning	CCH-03U		each	20	\$ -	\$ -	10	\$ -	\$ -
36	Closet Connector Housing (CCH); designed for rack mounting in 19 inch or 23 inch equipment racks; 4 RU with a clear door, removable front and rear enclosures; accepts up to 12 CCH panels, cassettes or modules; comes with blank panels and hardware to strain-relieve cables internally or externally; 7 inches by 19 inches by 17 inches; 17 pounds	Corning	CCH-04U		each	20	\$ -	\$ -	10	\$ -	\$ -
37	Wall Mount Industrial Connector Housing (ICH), holds two CCH connector panels, black, 10.5 inches by 13 inches by 5.5 inches, 10 pounds	Corning	ICH-02P		each	10	\$ -	\$ -	10	\$ -	\$ -
38	Industrial Connector Housing (ICH) accessory: Splice Tray Holder for ICH-02P	Corning	ICH-SPLC-2		each	10	\$ -	\$ -	10	\$ -	\$ -
39	Wall Mount Industrial Connector Housing (ICH), holds 6 CCH connector panels, black, 16 inches by 20 inches by 6 inches, 20 pounds	Corning	ICH-06P		each	50	\$ -	\$ -	30	\$ -	\$ -
40	Industrial Connector Housing (ICH) accessory: Splice Tray Holder for ICH-06P	Corning	ICH-SPLC-6		each	75	\$ -	\$ -	40	\$ -	\$ -
41	Wall Mount Industrial Connector Housing (ICH), holds 12 CCH connector panels, black, 16 inches by 20 inches by 10.2 inches, 28 pounds	Corning	ICH-12P		each	30	\$ -	\$ -	20	\$ -	\$ -
42	Industrial Connector Housing (ICH) accessory: Splice Tray Holder for ICH-12P	Corning	ICH-SPLC-12		each	30	\$ -	\$ -	20	\$ -	\$ -
43	Wall Mount Industrial Connector Housing (ICH), holds 2 CCH connector panels, black, 10.5 inches by 13 inches by 5.5 inches, 10 pound CCH Cassette Compatible	Corning	ICH-CS-02P		each	10	\$ -	\$ -	5	\$ -	\$ -

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						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
44	Wall Mount Industrial Connector Housing (ICH), holds 6 CCH connector panels, black, 16 inches by 20 inches by 6 inches, 20 pound CCH Cassette Compatible	Corning	ICH-CS-06P		each	10	\$ -	\$ -	5	\$ -	\$ -
45	Single Panel Housing; Wall Mountable, holds one CCH panel	Corning	SPH-01P		each	10	\$ -	\$ -	5	\$ -	\$ -
46	Closet Connector Housing (CCH), Panel, 12F, SC Duplex, Single Mode (OS2)	Corning	CCH-CP12-59		each	100	\$ -	\$ -	60	\$ -	\$ -
47	Closet Connector Housing (CCH), Panel, 12F, SC Duplex, Single Mode (OS2), APC Connector	Corning	CCH-CP12-D9		each	100	\$ -	\$ -	60	\$ -	\$ -
48	Closet Connector Housing (CCH), Panel, 12F, Pigtailed SC Duplex, Single Mode (OS2), UPC Connector	Corning	CCH-RM12-59-P03RH		each	100	\$ -	\$ -	60	\$ -	\$ -
49	Closet Connector Housing (CCH), Panel, 12F, Pigtailed SC Duplex, Single Mode (OS2), APC Connector	Corning	CCH-RM12-D9-P03RH		each	100	\$ -	\$ -	60	\$ -	\$ -
50	Closet Connector Housing (CCH), Pigtail Cassette, loaded with CCH panel and factory-terminated pigtails, 24F, LC Duplex, Single Mode, UPC, single fiber splicing	Corning	CCH-CS24-A9-P00RE		each	50	\$ -	\$ -	25	\$ -	\$ -
51	Closet Connector Housing (CCH), Pigtail Cassette, loaded with CCH panel and factory-terminated pigtails, 24F, LC Duplex, Single Mode, APC, single fiber splicing	Corning	CCH-CS24-B3-P00RE		each	50	\$ -	\$ -	25	\$ -	\$ -
52	Closet Connector Housing CCH Module, pigtailed, LC connectors Duplex, UPC, 24F Single Mode (OS2)	Corning	CCH-RM24-A9-P03RH		each	50	\$ -	\$ -	25	\$ -	\$ -
53	Closet Connector Housing CCH Module, pigtailed, LC connectors Duplex, UPC, 12F Single Mode (OS2)	Corning	CCH-RM12-A9-P03RH		each	50	\$ -	\$ -	25	\$ -	\$ -
54	ST Multimode Unicam connector for 62.5 micrometer Fiber, Composite ferrule: 25 inch organizer pack	Corning	95-000-50-Z		pack	100	\$ -	\$ -	100	\$ -	\$ -
55	SC Multimode Unicam connector for 62.5 micrometer Fiber, Composite ferrule: 25 inch organizer pack	Corning	95-000-40-Z		pack	100	\$ -	\$ -	100	\$ -	\$ -
56	SC Single-Mode connector with Super PC polish: 25 inch organizer pack	Corning	95-200-41-Z		pack	400	\$ -	\$ -	200	\$ -	\$ -
57	SC Single-Mode APC connector with Super PC polish: 25 inch organizer pack	Corning	95-200-44-Z		pack	10	\$ -	\$ -	25	\$ -	\$ -
58	LC Single-Mode APC connector with Super PC polish: 25 inch organizer pack	Corning	95-200-94-Z		pack	10	\$ -	\$ -	25	\$ -	\$ -
59	Cletop Version S Ferrule Cleaner-White Tape	AFL	8500-10-0016MZ		each	20	\$ -	\$ -	10	\$ -	\$ -
60	Cletop-S Replacement Cartridge (White)	AFL	8500-10-0017MZ		each	20	\$ -	\$ -	10	\$ -	\$ -
61	One-Click Cleaner MPO (MPO and MTP®, 500 cleans)	AFL	8500-05-0030MZ		each	20	\$ -	\$ -	10	\$ -	\$ -
62	Cat6 Enhanced, UTP, 23AWG Solid, TIA-EIA-568A, UL or ETL Verified, 500 Megahertz, white, CMR (Riser), 1000 foot reel	Berk-Tek	10032459		1000 foot reel	200	\$ -	\$ -	100	\$ -	\$ -
63	Cat6 Outside Plant, UTP, 24AWG, OSP, fully water blocked, Black, 1000 foot reel	Berk-Tek	10139885		1000 foot reel	60	\$ -	\$ -	30	\$ -	\$ -
64	Stadion Cat 6 UTP Extended Distance Cable, Outside Plant, Black, 1000 foot (305 meters), Reel	Berk-Tek	11144870		1000 foot reel	10	\$ -	\$ -	10	\$ -	\$ -
65	LANmark-10G OSP Category 6A, Black 1000 foot reel	Berk-Tek	11094458		1000 foot reel	150	\$ -	\$ -	100	\$ -	\$ -
66	LM-RDT Cat 6A UTP CMR Cable GREEN	Berk-Tek	11143102		1000 foot reel	100	\$ -	\$ -	50	\$ -	\$ -
67	LM-RDT Cat 6A UTP CMR Cable BLUE	Berk-Tek	11142398		1000 foot reel	100	\$ -	\$ -	50	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

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68	LM-RDT Cat 6A UTP CMP Cable GREEN	Berk-Tek	11142235		1000 foot reel	100	\$ -	\$ -	50	\$ -	\$ -
69	LM-RDT Cat 6A UTP CMP Cable BLUE	Berk-Tek	11141650		1000 foot reel	100	\$ -	\$ -	50	\$ -	\$ -
70	LM-RDT Indoor and Outdoor Cat 6A UTP CMP Cable, black, reel	Berk-Tek	11142753		1000 foot reel	10	\$ -	\$ -	10	\$ -	\$ -
71	RJ-45 Crimp Tool	Leviton	40989-ACT		each	50	\$ -	\$ -	50	\$ -	\$ -
72	RJ-45 Module, QuickPort Snap-in Cat5E, T568A, UL listed, Red	Leviton	5G110-RR5		each	10	\$ -	\$ -	10	\$ -	\$ -
73	Cat6 RJ-45 Plugs (50 per pack), 8 position, 8 wire for use with EZ-RJ45 crimpers, Leviton part number 40989-ACT	Leviton	47613-EZ6		each	100	\$ -	\$ -	50	\$ -	\$ -
74	CAT 6A Sheilded tool free RJ-45 plug	Leviton	6APLG-S6A		each	100	\$ -	\$ -	50	\$ -	\$ -
75	Flat QuickPort Patch panel 48 port, 1RU, UNLOADED	Leviton	49255-Q48		each	100	\$ -	\$ -	50	\$ -	\$ -
76	Atlas-X1 Cat 6A UTP QuickPort Connector with Shutters, Purple	Leviton	6AUJK-SP6		each	100	\$ -	\$ -	100	\$ -	\$ -
77	Atlas-X1 Cat 6A UTP QuickPort Connector, PURPLE	Leviton	6AUJK-RP6		each	100	\$ -	\$ -	100	\$ -	\$ -
78	Extreme Cat 6A QuickPort Connector, Channel-rated, PURPLE	Leviton	6110G-RP6		each	25	\$ -	\$ -	15	\$ -	\$ -
79	Extreme 6+ Cat6 connector, QuickPort Snap-in Cat6, T568A, UL listed, orange, Quickpack, 25 per bag	Leviton	61110-BO6		each	25	\$ -	\$ -	15	\$ -	\$ -
80	Extreme 6+ Cat6 connector, QuickPort Snap-in Cat6, T568A, UL listed, orange, Quickpack 6 Bags of 25 with Jack Rapid Tool	Leviton	61110-JO6		each	25	\$ -	\$ -	15	\$ -	\$ -
81	CAT5E Gigamax connector, QuickPort Snap-in, T568A, UL Listed, DARK RED, Quickpack 25 per bag	Leviton	5G108-BR5		each	25	\$ -	\$ -	15	\$ -	\$ -
82	USOC Jack 6P6C YELLOW	Leviton	41106-RY6		each	25	\$ -	\$ -	15	\$ -	\$ -
83	Cat 6A Flat QuickPort Patch Panel, 24-Port, 1RU	Leviton	6910G-U24		each	25	\$ -	\$ -	15	\$ -	\$ -
84	Cat 6A Flat QuickPort Patch Panel, 48-Port, 2RU	Leviton	6910G-U48		each	25	\$ -	\$ -	15	\$ -	\$ -
85	Extreme 6+ Quickport 24-port Cat6 Patch Panel, 1RU, Extreme 6+ connectors included (Black)	Leviton	69270-U24		each	25	\$ -	\$ -	15	\$ -	\$ -
86	Extreme 6+ Quickport 48-port Cat6 Patch Panel, 2RU, Extreme 6+ connectors included (Black)	Leviton	69270-U48		each	25	\$ -	\$ -	15	\$ -	\$ -
87	Empty modular patch panel, 24-port	Leviton	49255-H24		each	25	\$ -	\$ -	15	\$ -	\$ -
88	Empty modular patch panel, 48-port	Leviton	49255-H48		each	15	\$ -	\$ -	5	\$ -	\$ -
89	1RU ANGLED Patch panel 24 port UNLOADED	Leviton	49256-H24		each	40	\$ -	\$ -	20	\$ -	\$ -
90	1RU ANGLED Patch panel 48 port (High Density) UNLOADED	Leviton	49256-D48		each	25	\$ -	\$ -	15	\$ -	\$ -
91	2RU ANGLED Patch panel 48 port UNLOADED	Leviton	49256-H48		each	25	\$ -	\$ -	15	\$ -	\$ -
92	Cat5E Patch Panel, 1RU 24-port QuickPort Flat Panel	Leviton	5G270-U24		each	30	\$ -	\$ -	10	\$ -	\$ -
93	Cat5E Patch Panel, 2 RU 48-port QuickPort Flat Panel	Leviton	5G270-U48		each	15	\$ -	\$ -	10	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

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						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
94	1 RU 19 inch Stand-off Bracket	Allen Tel	AT55HM-1		each	15	\$ -	\$ -	10	\$ -	\$ -
95	Hinged, wall mount bracket, 2RU	Leviton	49251-W62		each	15	\$ -	\$ -	10	\$ -	\$ -
96	Hinged, wall mount bracket, 3RU	Leviton	49251-W63		each	5	\$ -	\$ -	5	\$ -	\$ -
97	Hinged, wall mount bracket, 4RU	Leviton	49251-W64		each	100	\$ -	\$ -	50	\$ -	\$ -
98	Horizontal Cable Management, 2RU, Black	Leviton	492RU-HFO		each	100	\$ -	\$ -	50	\$ -	\$ -
99	1RU Horizontal Cable manager, with front cover	Leviton	491RU-HFO		each	100	\$ -	\$ -	50	\$ -	\$ -
100	1RU Horizontal Cable manager, with front and rear cover	Leviton	491RU-HFR		each	100	\$ -	\$ -	50	\$ -	\$ -
101	Horizontal Cable Management, 1RU, Black 4 inch metal rings	Leviton	49253-LPM		each	100	\$ -	\$ -	50	\$ -	\$ -
102	Horizontal Cable Management, 2RU, Black 6 inch metal rings	Leviton	49253-6MR		each	100	\$ -	\$ -	50	\$ -	\$ -
103	Recessed Horizontal Cable Management, 1RU, Black 3 inch metal rings	Leviton	49253-RCM		each	100	\$ -	\$ -	50	\$ -	\$ -
104	Cable management clip	Leviton	49005-CMC		each	100	\$ -	\$ -	50	\$ -	\$ -
105	High density Cable Management Bar, 1RU	Leviton	49005-DMB		each	100	\$ -	\$ -	50	\$ -	\$ -
106	Atlas-X1 Cat6A SlimLine Patch Cord 3 feet, WHITE	Leviton	6AS10-03W		each	100	\$ -	\$ -	50	\$ -	\$ -
107	Atlas-X1 Cat6A SlimLine Patch Cord 5 feet, WHITE	Leviton	6AS10-05W		each	100	\$ -	\$ -	50	\$ -	\$ -
108	Atlas-X1 Cat6A SlimLine Patch Cord 10 feet, WHITE	Leviton	6AS10-10W		each	100	\$ -	\$ -	50	\$ -	\$ -
109	Atlas-X1 Cat6A SlimLine Patch Cord 15 feet, WHITE	Leviton	6AS10-15W		each	50	\$ -	\$ -	50	\$ -	\$ -
110	Atlas-X1 Cat6A SlimLine Patch Cord 20 feet, WHITE	Leviton	6AS10-20W		each	100	\$ -	\$ -	100	\$ -	\$ -
111	Atlas-X1 Cat6A SlimLine Patch Cord 30 feet, WHITE	Leviton	6AS10-30W		each	100	\$ -	\$ -	100	\$ -	\$ -
112	Atlas-X1 Cat6A SlimLine Patch Cord 3 feet, GREEN	Leviton	6AS10-03G		each	50	\$ -	\$ -	50	\$ -	\$ -
113	Atlas-X1 Cat6A SlimLine Patch Cord 5 feet, GREEN	Leviton	6AS10-05G		each	300	\$ -	\$ -	200	\$ -	\$ -
114	Atlas-X1 Cat6A SlimLine Patch Cord 10 feet, GREEN	Leviton	6AS10-10G		each	300	\$ -	\$ -	200	\$ -	\$ -
115	Atlas-X1 Cat6A SlimLine Patch Cord 15 feet, GREEN	Leviton	6AS10-15G		each	50	\$ -	\$ -	25	\$ -	\$ -
116	Atlas-X1 Cat6A SlimLine Patch Cord 20 feet, GREEN	Leviton	6AS10-20G		each	50	\$ -	\$ -	25	\$ -	\$ -
117	Atlas-X1 Cat6A SlimLine Patch Cord 30 feet, GREEN	Leviton	6AS10-30G		each	100	\$ -	\$ -	100	\$ -	\$ -
118	CAT 6A 10GB CORD 1-FOOT PURPLE	Allen Tel	ATG1001-P		each	50	\$ -	\$ -	25	\$ -	\$ -
119	CAT 6A 10GB CORD 5-FOOT PURPLE	Allen Tel	ATG1005-P		each	50	\$ -	\$ -	25	\$ -	\$ -
120	CAT 6A 10GB CORD 10-FOOT PURPLE	Allen Tel	ATG1010-P		each	50	\$ -	\$ -	25	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
121	CAT 6A 10GB CORD 15-FOOT PURPLE	Allen Tel	ATG1015-P		each	50	\$ -	\$ -	25	\$ -	\$ -
122	CAT 6A 10GB CORD 20-FOOT PURPLE	Allen Tel	ATG1020-P		each	50	\$ -	\$ -	25	\$ -	\$ -
123	CAT 6A 10GB CORD 25-FOOT PURPLE	Allen Tel	ATG1025-P		each	50	\$ -	\$ -	25	\$ -	\$ -
124	CAT 6A 10GB CORD 50-FOOT PURPLE	Allen Tel	ATG1050-P		each	50	\$ -	\$ -	25	\$ -	\$ -
125	CAT 6A 10GB CORD 1-FOOT ORANGE	Allen Tel	ATG1001-OR		each	50	\$ -	\$ -	25	\$ -	\$ -
126	CAT 6A 10GB CORD 5-FOOT ORANGE	Allen Tel	ATG1005-OR		each	50	\$ -	\$ -	25	\$ -	\$ -
127	CAT 6A 10GB CORD 10-FOOT ORANGE	Allen Tel	ATG1010-OR		each	50	\$ -	\$ -	25	\$ -	\$ -
128	CAT 6A 10GB CORD 15-FOOT ORANGE	Allen Tel	ATG1015-OR		each	50	\$ -	\$ -	25	\$ -	\$ -
129	CAT 6A 10GB CORD 20-FOOT ORANGE	Allen Tel	ATG1020-OR		each	50	\$ -	\$ -	25	\$ -	\$ -
130	CAT 6A 10GB CORD 25-FOOT ORANGE	Allen Tel	ATG1025-OR		each	50	\$ -	\$ -	25	\$ -	\$ -
131	CAT 6A 10GB CORD 50-FOOT ORANGE	Allen Tel	ATG1050-OR		each	50	\$ -	\$ -	25	\$ -	\$ -
132	1G Ultraflex patch cord, Blue, 1 foot	Leviton	6H460-01L		each	100	\$ -	\$ -	800	\$ -	\$ -
133	Cat6 patch cable, Blue, Slimline snagless boot, UL or ETL Verified, 5 feet	Leviton	6D460-05L		each	100	\$ -	\$ -	800	\$ -	\$ -
134	Cat6 patch cable, Blue, Slimline snagless boot, UL or ETL Verified, 10 feet	Leviton	6D460-10L		each	300	\$ -	\$ -	200	\$ -	\$ -
135	Cat6 patch cable, Blue, Slimline snagless boot, UL or ETL Verified, 15 feet	Leviton	6D460-15L		each	300	\$ -	\$ -	200	\$ -	\$ -
136	Cat6 patch cable, Blue, Slimline snagless boot, UL or ETL Verified, 20 feet	Leviton	6D460-20L		each	50	\$ -	\$ -	25	\$ -	\$ -
137	Cat6 patch cable, Blue, Slimline snagless boot, UL or ETL Verified, 25 feet	Leviton	6D460-25L		each	50	\$ -	\$ -	50	\$ -	\$ -
138	Cat6 patch cable, Blue, Slimline snagless boot, UL or ETL Verified, 30 feet	Leviton	6D460-30L		each	100	\$ -	\$ -	100	\$ -	\$ -
139	Cat6 patch cable, Blue, Slimline snagless boot, UL or ETL Verified, 50 feet	Leviton	6D460-50L		each	1000	\$ -	\$ -	800	\$ -	\$ -
140	1G Ultraflex patch cord, Yellow, 1 foot	Leviton	6H460-01Y		each	1000	\$ -	\$ -	800	\$ -	\$ -
141	Cat6 patch cable, Yellow, Slimline snagless boot, UL or ETL Verified, 5 feet	Leviton	6D460-05Y		each	300	\$ -	\$ -	200	\$ -	\$ -
142	Cat6 patch cable, Yellow, Slimline snagless boot, UL or ETL Verified, 10 feet	Leviton	6D460-10Y		each	300	\$ -	\$ -	200	\$ -	\$ -
143	Cat6 patch cable, Yellow, Slimline snagless boot, UL or ETL Verified, 15 feet	Leviton	6D460-15Y		each	50	\$ -	\$ -	25	\$ -	\$ -
144	Cat6 patch cable, Yellow, Slimline snagless boot, UL or ETL Verified, 20 feet	Leviton	6D460-20Y		each	300	\$ -	\$ -	200	\$ -	\$ -
145	Cat6 patch cable, Yellow, Slimline snagless boot, UL or ETL Verified, 25 feet	Leviton	6D460-25Y		each	300	\$ -	\$ -	200	\$ -	\$ -
146	Cat6 patch cable, Yellow, Slimline snagless boot, UL or ETL Verified, 30 feet	Leviton	6D460-30Y		each	300	\$ -	\$ -	200	\$ -	\$ -
147	Cat6 patch cable, Yellow, Slimline snagless boot, UL or ETL Verified, 50 feet	Leviton	6D460-50Y		each	300	\$ -	\$ -	200	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
148	1G Ultraflex patch cord, Green, 1 foot	Leviton	6D460-01G		each	300	\$ -	\$ -	200	\$ -	\$ -
149	Cat6 patch cable, Green, Slimline snagless boot, UL or ETL Verified, 5 feet	Leviton	6D460-05G		each	300	\$ -	\$ -	200	\$ -	\$ -
150	Cat6 patch cable, Green, Slimline snagless boot, UL or ETL Verified, 10 feet	Leviton	6D460-10G		each	300	\$ -	\$ -	200	\$ -	\$ -
151	Cat6 patch cable, Green, Slimline snagless boot, UL or ETL Verified, 15 feet	Leviton	6D460-15G		each	300	\$ -	\$ -	200	\$ -	\$ -
152	Cat6 patch cable, Green, Slimline snagless boot, UL or ETL Verified, 20 feet	Leviton	6D460-20G		each	300	\$ -	\$ -	200	\$ -	\$ -
153	Cat6 patch cable, Green, Slimline snagless boot, UL or ETL Verified, 25 feet	Leviton	6D460-25G		each	300	\$ -	\$ -	200	\$ -	\$ -
154	Cat6 patch cable, Green, Slimline snagless boot, UL or ETL Verified, 30 feet	Leviton	6D460-30G		each	300	\$ -	\$ -	200	\$ -	\$ -
155	Cat6 patch cable, Green, Slimline snagless boot, UL or ETL Verified, 50 feet	Leviton	6D460-50G		each	300	\$ -	\$ -	200	\$ -	\$ -
156	Cat6 patch cable, White, Slimline snagless boot, UL or ETL Verified, 5 feet	Leviton	6D460-5W		each	100	\$ -	\$ -	100	\$ -	\$ -
157	cat6 patch cable, White, Slimline snagless boot, UL or ETL Verified, 10 feet	Leviton	6D460-10W		each	100	\$ -	\$ -	100	\$ -	\$ -
158	Cat6 patch cable, White, Slimline snagless boot, UL or ETL Verified, 15 feet	Leviton	6D460-15W		each	100	\$ -	\$ -	100	\$ -	\$ -
159	Cat6 patch cable, White, Slimline snagless boot, UL or ETL Verified, 20 feet	Leviton	6D460-20W		each	100	\$ -	\$ -	100	\$ -	\$ -
160	Cat6 patch cable, White, Slimline snagless boot, UL or ETL Verified, 25 feet	Leviton	6D460-25W		each	100	\$ -	\$ -	100	\$ -	\$ -
161	Cat6 patch cable, White, Slimline snagless boot, UL or ETL Verified, 30 feet	Leviton	6D460-30W		each	100	\$ -	\$ -	50	\$ -	\$ -
162	Cat6 patch cable, White, Slimline snagless boot, UL or ETL Verified, 50 feet	Leviton	6D460-50W		each	100	\$ -	\$ -	50	\$ -	\$ -
163	Cat6 patch cable, Black, Slimline snagless boot, UL or ETL Verified, 5 feet	Leviton	6D460-5E		each	100	\$ -	\$ -	50	\$ -	\$ -
164	Cat6 patch cable, Black, Slimline snagless boot, UL or ETL Verified, 10 feet	Leviton	6D460-10E		each	100	\$ -	\$ -	50	\$ -	\$ -
165	Cat6 patch cable, Black, Slimline snagless boot, UL or ETL Verified, 15 feet	Leviton	6D460-15E		each	100	\$ -	\$ -	50	\$ -	\$ -
166	Cat6 patch cable, Black, Slimline snagless boot, UL or ETL Verified, 20 feet	Leviton	6D460-20E		each	100	\$ -	\$ -	50	\$ -	\$ -
167	Cat6 patch cable, Black, Slimline snagless boot, UL or ETL Verified, 25 feet	Leviton	6D460-25E		each	100	\$ -	\$ -	50	\$ -	\$ -
168	Cat6 patch cable, Black, Slimline snagless boot, UL or ETL Verified, 30 feet	Leviton	6D460-30E		each	100	\$ -	\$ -	50	\$ -	\$ -
169	Cat6 patch cable, Black, Slimline snagless boot, UL or ETL Verified, 50 feet	Leviton	6D460-50E		each	100	\$ -	\$ -	50	\$ -	\$ -
170	Cat6 patch cable, Orange, ETL Verified, 1 foot	Allen Tel	AT1601-OR		each	100	\$ -	\$ -	50	\$ -	\$ -
171	Cat6 patch cable, Orange, ETL Verified, 3 feet	Allen Tel	AT1603-OR		each	100	\$ -	\$ -	50	\$ -	\$ -
172	Cat6 patch cable, Orange, ETL Verified, 5 feet	Allen Tel	AT1605-OR		each	100	\$ -	\$ -	50	\$ -	\$ -
173	Cat6 patch cable, Orange, ETL Verified, 10 feet	Allen Tel	AT1610-OR		each	100	\$ -	\$ -	50	\$ -	\$ -
174	Cat6 patch cable, Orange, ETL Verified, 15 feet	Allen Tel	AT1615-OR		each	100	\$ -	\$ -	50	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
175	Cat6 patch cable, Orange, ETL Verified, 20 feet	Allen Tel	AT1620-OR		each	100	\$ -	\$ -	50	\$ -	\$ -
176	Cat6 patch cable, Orange, ETL Verified, 25 feet	Allen Tel	AT1625-OR		each	100	\$ -	\$ -	50	\$ -	\$ -
177	Cat6 patch cable, Orange, ETL Verified, 50 feet	Allen Tel	AT1650-OR		each	5	\$ -	\$ -	5	\$ -	\$ -
178	Extreme Cat6 High Flex Patch Cord 3 feet, Green	Leviton	6H460-03G		each	5	\$ -	\$ -	5	\$ -	\$ -
179	Extreme Cat6 High Flex Patch Cord 5 feet, Green	Leviton	6H460-05G		each	5	\$ -	\$ -	5	\$ -	\$ -
180	Extreme Cat6 High Flex Patch Cord 10 feet, Green	Leviton	6H460-10G		each	5	\$ -	\$ -	5	\$ -	\$ -
181	Extreme Cat6 High Flex Patch Cord 15 feet, Green	Leviton	6H460-15G		each	5	\$ -	\$ -	5	\$ -	\$ -
182	Extreme Cat6 High Flex Patch Cord 20 feet, Green	Leviton	6H460-20G		each	5	\$ -	\$ -	5	\$ -	\$ -
183	Extreme Cat6 High Flex Patch Cord 30 feet, Green	Leviton	6H460-30G		each	100	\$ -	\$ -	50	\$ -	\$ -
184	Extreme Cat6 High Flex Patch Cord 50 feet, Green	Leviton	6H460-50G		each	100	\$ -	\$ -	50	\$ -	\$ -
185	Extreme Cat6 High Flex Patch Cord 3 feet, Blue	Leviton	6H460-03L		each	100	\$ -	\$ -	50	\$ -	\$ -
186	Extreme Cat6 High Flex Patch Cord 5 feet, Blue	Leviton	6H460-05L		each	100	\$ -	\$ -	50	\$ -	\$ -
187	Extreme Cat6 High Flex Patch Cord 10 feet, Blue	Leviton	6H460-10L		each	100	\$ -	\$ -	50	\$ -	\$ -
188	Extreme Cat6 High Flex Patch Cord 15 feet, Blue	Leviton	6H460-15L		each	100	\$ -	\$ -	50	\$ -	\$ -
189	Extreme Cat6 High Flex Patch Cord 20 feet, Blue	Leviton	6H460-20L		each	100	\$ -	\$ -	50	\$ -	\$ -
190	Extreme Cat6 High Flex Patch Cord 30 feet, Blue	Leviton	6H460-30L		each	100	\$ -	\$ -	50	\$ -	\$ -
191	Extreme Cat6 High Flex Patch Cord 50 feet, Blue	Leviton	6H460-50L		each	100	\$ -	\$ -	50	\$ -	\$ -
192	Extreme Cat6 High Flex Patch Cord 3 feet, Yellow	Leviton	6H460-03Y		each	100	\$ -	\$ -	50	\$ -	\$ -
193	Extreme Cat6 High Flex Patch Cord 5 feet, Yellow	Leviton	6H460-05Y		each	100	\$ -	\$ -	50	\$ -	\$ -
194	Extreme Cat6 High Flex Patch Cord 10 feet, Yellow	Leviton	6H460-10Y		each	100	\$ -	\$ -	50	\$ -	\$ -
195	Extreme Cat6 High Flex Patch Cord 15 feet, Yellow	Leviton	6H460-15Y		each	100	\$ -	\$ -	50	\$ -	\$ -
196	Extreme Cat6 High Flex Patch Cord 20 feet, Yellow	Leviton	6H460-20Y		each	100	\$ -	\$ -	50	\$ -	\$ -
197	Extreme Cat6 High Flex Patch Cord 30 feet, Yellow	Leviton	6H460-30Y		each	100	\$ -	\$ -	50	\$ -	\$ -
198	Extreme Cat6 High Flex Patch Cord 50 feet, Yellow	Leviton	6H460-50Y		each	100	\$ -	\$ -	50	\$ -	\$ -
199	QuickPort In-Ceiling Bracket with Drop Ceiling Clip	Leviton	49223-CBC		each	100	\$ -	\$ -	50	\$ -	\$ -
200	Duplex receptacle single-gang wallplate (1duplex), nylon, ivory	Leviton	80703-00I		each	50	\$ -	\$ -	50	\$ -	\$ -
201	QuickPort wallplate, 2-port, ABS plastic, fire-retardant material rated UL 94V-0, single-gang, ivory	Leviton	41080-2IP		each	10	\$ -	\$ -	20	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
202	QuickPort wallplate, 4-port, ABS plastic, fire-retardant material rated UL 94V-0, single-gang, ivory	Leviton	41080-4IP		each	5	\$ -	\$ -	5	\$ -	\$ -
203	QuickPort wallplate, 6-port, ABS plastic, fire-retardant material rated UL 94V-0, single-gang, ivory	Leviton	41080-6IP		each	5	\$ -	\$ -	5	\$ -	\$ -
204	QuickPort wallplate, 4-port, ABS plastic, fire-retardant material rated UL 94V-0, double-gang, ivory	Leviton	42080-4IP		each	20	\$ -	\$ -	10	\$ -	\$ -
205	QuickPort wallplate, 6-port, ABS plastic, fire-retardant material rated UL 94V-0, double-gang, ivory	Leviton	42080-6IP		each	10	\$ -	\$ -	10	\$ -	\$ -
206	QuickPort wallplate, 8-port, ABS plastic fire-retardant material rated UL 94V-0, double-gang, ivory	Leviton	42080-8IP		each	10	\$ -	\$ -	10	\$ -	\$ -
207	QuickPort 2 port Angled Single-Gang, Ivory	Leviton	41081-2IP		each	10	\$ -	\$ -	10	\$ -	\$ -
208	QuickPort 4 port Angled Single-Gang, Ivory	Leviton	41081-4IP		each	10	\$ -	\$ -	10	\$ -	\$ -
209	QuickPort wallplate, 2-port, ABS plastic, fire-retardant material rated UL 94V-0, single-gang, WHITE	Leviton	41080-2WP		each	10	\$ -	\$ -	20	\$ -	\$ -
210	QuickPort wallplate, 4-port, ABS plastic, fire-retardant material rated UL 94V-0, single-gang, WHITE	Leviton	41080-4WP		each	5	\$ -	\$ -	5	\$ -	\$ -
211	QuickPort wallplate, 6-port, ABS plastic, fire-retardant material rated UL 94V-0, single-gang, WHITE	Leviton	41080-6WP		each	5	\$ -	\$ -	5	\$ -	\$ -
212	QuickPort wallplate, 4-port, ABS plastic, fire-retardant material rated UL 94V-0, double-gang, WHITE	Leviton	42080-4WP		each	20	\$ -	\$ -	10	\$ -	\$ -
213	QuickPort wallplate, 6-port, ABS plastic, fire-retardant material rated UL 94V-0, double-gang, WHITE	Leviton	42080-6WP		each	10	\$ -	\$ -	10	\$ -	\$ -
214	QuickPort wallplate, 8-port, ABS plastic fire-retardant material rated UL 94V-0, double-gang, WHITE	Leviton	42080-8WP		each	10	\$ -	\$ -	10	\$ -	\$ -
215	Blank single-gang wallplate, ABS plastic fire-retardant material rated UL 94V-0	Leviton	86014		each	10	\$ -	\$ -	10	\$ -	\$ -
216	Blank double gang wallplate, ABS plastic, fire-retardant material rated UL 94V-0	Leviton	86025		each	10	\$ -	\$ -	10	\$ -	\$ -
217	2 Port Surface mount box (Biscuit)	Leviton	41089-2IP		each	10	\$ -	\$ -	10	\$ -	\$ -
218	Duplex double-gang, nylon faceplate	Leviton	80716-00I		each	10	\$ -	\$ -	10	\$ -	\$ -
219	Duplex 106, 2-hole adapter	Leviton	41087-2IP		each	10	\$ -	\$ -	10	\$ -	\$ -
220	Duplex 106, quad adapter	Leviton	41087-QIP		each	10	\$ -	\$ -	10	\$ -	\$ -
221	Duraport Industrial Outlet Kit, stainless steel, 1-port, single-gang	Leviton	D670K-1S1		each	50	\$ -	\$ -	40	\$ -	\$ -
222	Duraport Industrial Outlet Kit, stainless steel, 2-port, single-gang	Leviton	D670K-1S2		each	50	\$ -	\$ -	40	\$ -	\$ -
223	Duraport Industrial Outlet Kit, stainless steel, 2-port, dual-gang	Leviton	D670K-2S2		each	30	\$ -	\$ -	20	\$ -	\$ -
224	F-Connector Insert for Quickport Modules	Leviton	41084-FIF		each	30	\$ -	\$ -	20	\$ -	\$ -
225	Blank insert, 10 per pack, Ivory	Leviton	41084-BI		Pack	30	\$ -	\$ -	20	\$ -	\$ -
226	velcro tie wrap, 75 feet by 1/2 inch, black	Leviton	43115-075		each	50	\$ -	\$ -	50	\$ -	\$ -

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Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
227	Storage Rings, inside plant, 11.75 inch diameter	Leviton	48900-IFR		each	20	\$ -	\$ -	20	\$ -	\$ -
228	Storage Rings, Outside plant, 24.00 inch diameter	Leviton	48900-OFR		each	60	\$ -	\$ -	30	\$ -	\$ -
229	62.5 OM1 Fiber Jumper, SC-LC, 2 meters	Leviton	62DCL-M02		each	60	\$ -	\$ -	30	\$ -	\$ -
230	62.5 OM1 Fiber Jumper, SC-LC, 5 meters	Leviton	62DCL-M05		each	100	\$ -	\$ -	100	\$ -	\$ -
231	62.5 OM1 Fiber Jumper, SC-LC, 10 meters	Leviton	62DCL-M10		each	100	\$ -	\$ -	100	\$ -	\$ -
232	PREMIUM PLUS FIBER PATCH CORD, OM1 ORANGE, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, ST, 2 METERS, A-B	Leviton	PCF-M1PD1RA-0020MAB		each	40	\$ -	\$ -	30	\$ -	\$ -
233	PREMIUM PLUS FIBER PATCH CORD, OM1 ORANGE, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, ST, 5 METERS, A-B	Leviton	PCF-M1PD1RA-0050MAB		each	40	\$ -	\$ -	30	\$ -	\$ -
234	PREMIUM PLUS FIBER PATCH CORD, OM1 ORANGE, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, ST, 10 METERS, A-B	Leviton	PCF-M1PD1RA-0100MAB		each	50	\$ -	\$ -	20	\$ -	\$ -
235	PREMIUM PLUS FIBER PATCH CORD, OM1 ORANGE, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, SC, 2 METERS, A-B	Leviton	PCF-M1PD1RQ-0020MAB		each	50	\$ -	\$ -	20	\$ -	\$ -
236	PREMIUM PLUS FIBER PATCH CORD, OM1 ORANGE, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, SC, 3 METERS, A-B	Leviton	PCF-M1PD1RQ-0030MAB		each	50	\$ -	\$ -	50	\$ -	\$ -
237	PREMIUM PLUS FIBER PATCH CORD, OM1 ORANGE, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, SC, 5 METERS, A-B	Leviton	PCF-M1PD1RQ-0050MAB		each	50	\$ -	\$ -	50	\$ -	\$ -
238	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, SC, 3 METERS, A-B	Leviton	PCF-S2PD1RQ-0030MAB		each	30	\$ -	\$ -	20	\$ -	\$ -
239	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, SC, 5 METERS, A-B	Leviton	PCF-S2PD1RQ-0050MAB		each	30	\$ -	\$ -	20	\$ -	\$ -
240	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, SC, 10 METERS, A-B	Leviton	PCF-S2PD1RQ-0100MAB		each	30	\$ -	\$ -	20	\$ -	\$ -
241	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, SC, 20 METERS, A-B	Leviton	PCF-S2PD1RQ-0200MAB		each	20	\$ -	\$ -	20	\$ -	\$ -
242	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, SC, 30 METERS, A-B	Leviton	PCF-S2PD1RQ-0300MAB		each	20	\$ -	\$ -	20	\$ -	\$ -
243	Singlemode Fiber Jumper, SC-SC, 1 meter	Leviton	UPDSC-S01		each	20	\$ -	\$ -	20	\$ -	\$ -
244	Singlemode Fiber Jumper, SC-SC, 3 meters	Leviton	UPDSC-S03		each	20	\$ -	\$ -	20	\$ -	\$ -
245	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUPLEX ROUND, LC, LC, 1 METERS, A-B	Leviton	PCF-S2PR2VV-0010MAB		each	20	\$ -	\$ -	20	\$ -	\$ -
246	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUPLEX ROUND, LC, LC, 3 METERS, A-B	Leviton	PCF-S2PR2VV-0030MAB		each	20	\$ -	\$ -	10	\$ -	\$ -
247	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUPLEX ROUND, LC, LC, 5 METERS, A-B	Leviton	PCF-S2PR2VV-0050MAB		each	20	\$ -	\$ -	10	\$ -	\$ -
248	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUPLEX ROUND, LC, LC, 10 METERS, A-B	Leviton	PCF-S2PR2VV-0100MAB		each	20	\$ -	\$ -	10	\$ -	\$ -
249	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUPLEX ROUND, LC, LC, 15 METERS, A-B	Leviton	PCF-S2PR2VV-0150MAB		each	20	\$ -	\$ -	10	\$ -	\$ -
250	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUPLEX ROUND, LC, LC, 20 METERS, A-B	Leviton	PCF-S2PR2VV-0200MAB		each	20	\$ -	\$ -	10	\$ -	\$ -
251	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUPLEX ROUND, LC, LC, 25 METERS, A-B	Leviton	PCF-S2PR2VV-0250MAB		each	20	\$ -	\$ -	10	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
252	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, DUPLEX ROUND, LC, LC, 30 METERS, A-B	Leviton	PCF-S2PR2VV-0300MAB		each	20	\$ -	\$ -	10	\$ -	\$ -
253	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, SIMPLEX 2.0 MILLIMETERS, LC, LC, 1 METER	Leviton	PCF-S2PS2RR-0010M		each	20	\$ -	\$ -	10	\$ -	\$ -
254	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, SIMPLEX 2.0 MILLIMETERS, LC, LC, 2 METERS	Leviton	PCF-S2PS2RR-0020M		each	20	\$ -	\$ -	10	\$ -	\$ -
255	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, SIMPLEX 2.0 MILLIMETERS, LC, LC, 3 METERS	Leviton	PCF-S2PS2RR-0030M		each	50	\$ -	\$ -	30	\$ -	\$ -
256	PREMIUM PLUS FIBER PATCH CORD, OS2 YELLOW, PLENUM, SIMPLEX 2.0 MILLIMETERS, LC, LC, 5 METERS	Leviton	PCF-S2PS2RR-0050M		each	50	\$ -	\$ -	30	\$ -	\$ -
257	50 micron Multi Mode OM4 LC-LC 1 Meter Patch Cable	Leviton	54DLC-M01		each	50	\$ -	\$ -	30	\$ -	\$ -
258	50 micron Multi Mode OM4 LC-LC 2 Meters Patch Cable	Leviton	54DLC-M02		each	50	\$ -	\$ -	30	\$ -	\$ -
259	50 micron Multi Mode OM4 LC-LC 3 Meters Patch Cable	Leviton	54DLC-M03		each	50	\$ -	\$ -	30	\$ -	\$ -
260	50 micron Multi Mode OM4 LC-LC 5 Meters Patch Cable	Leviton	54DLC-M05		each	50	\$ -	\$ -	30	\$ -	\$ -
261	50 micron Multi Mode OM4 LC-LC 7 Meters Patch Cable	Leviton	54DLC-M07		each	20	\$ -	\$ -	30	\$ -	\$ -
262	50 micron Multi Mode OM4 LC-LC 10 Meters Patch Cable	Leviton	54DLC-M10		each	50	\$ -	\$ -	30	\$ -	\$ -
263	50 micron Multi Mode OM4 LC-LC 15 Meters Patch Cable	Leviton	54DLC-M15		each	50	\$ -	\$ -	30	\$ -	\$ -
264	PREMIUM PLUS FIBER PATCH CORD, OM4 AQUA, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, LC, 20 METERS, A-B	Leviton	PCF-M4PD1RR-0200MAB		each	50	\$ -	\$ -	30	\$ -	\$ -
265	PREMIUM PLUS FIBER PATCH CORD, OM4 AQUA, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, LC, 25 METERS, A-B	Leviton	PCF-M4PD1RR-0250MAB		each	50	\$ -	\$ -	30	\$ -	\$ -
266	PREMIUM PLUS FIBER PATCH CORD, OM4 AQUA, PLENUM, DUP-ZIP 1.6 MILLIMETERS, LC, LC, 30 METERS, A-B	Leviton	PCF-M4PD1RR-0300MAB		each	50	\$ -	\$ -	50	\$ -	\$ -
267	Wall mount bracket, 19 inches (to "hang" mount up to 3RMU of equipment flush to the wall)	Chatsworth	11583-719		each	50	\$ -	\$ -	50	\$ -	\$ -
268	Wall mount bracket, 19 inches (to "hang" mount up to 6RMU of equipment flush to the wall)	Chatsworth	11754-719		each	10	\$ -	\$ -	20	\$ -	\$ -
269	Adjustable Equipment 4 Post Rack, 7 feet 45RMU, Black Uses 12-24 threaded	Chatsworth	15217-703		each	5	\$ -	\$ -	5	\$ -	\$ -
270	Adjustable SERVER 4 Post Rack, 7 feet 45RMU, Black USES Cage Nuts	Chatsworth	15213-703		each	5	\$ -	\$ -	5	\$ -	\$ -
271	Verticle cable manager, single sided 7 feet tall with 6 inches by 9.8 inches depth, Black	Chatsworth	13902-703		each	20	\$ -	\$ -	10	\$ -	\$ -
272	Rack Mount ground bar 19 inch Width, Copper	Chatsworth	10610-019		each	10	\$ -	\$ -	10	\$ -	\$ -
273	9 feet Green Jumper	Chatsworth	40159-009		each	10	\$ -	\$ -	10	\$ -	\$ -
274	Two hole Ground Terminal block, Tin Electroplated aluminum	Chatsworth	40167-001		each	10	\$ -	\$ -	10	\$ -	\$ -
275	PDU 20A , 120V, Verticle 14 5-20R, surge, 5-20P input, 8 foot cord, with mounting brackets	Chatsworth	12850-706		each	10	\$ -	\$ -	10	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
276	Combination Pan Head Pilot point Mounting Screws, 12-24, Black. 50 Pack	Chatsworth	40605-005		each	10	\$ -	\$ -	10	\$ -	\$ -
277	Cage Nut - M6 pack of 20	Chatsworth	16346-001		pack	10	\$ -	\$ -	10	\$ -	\$ -
278	Cage Nut - 10-32 pack of 20	Chatsworth	16347-001		pack	10	\$ -	\$ -	10	\$ -	\$ -
279	Click-Nut - Cage Nut - Black Zinc Finish 12-24 threaded 25 Pack	Chatsworth	76544-701		pack	10	\$ -	\$ -	10	\$ -	\$ -
280	Click-Nut - Cage Nut - Black Zinc Finish 12-24 threaded 250 Pack	Chatsworth	76544-702		pack	10	\$ -	\$ -	10	\$ -	\$ -
281	Click-Nut - Cage Nut - Black Zinc Finish M6 threaded 25 Pack	Chatsworth	76543-701		pack	10	\$ -	\$ -	10	\$ -	\$ -
282	Click-Nut - Cage Nut - Black Zinc Finish M6 threaded 250 Pack	Chatsworth	76543-702		pack	50	\$ -	\$ -	40	\$ -	\$ -
283	Tool-Less Mounting Bracket Kit for PDUs	Chatsworth	35700-701		each	50	\$ -	\$ -	40	\$ -	\$ -
284	Fixed wall mount equipment rack 19 inches Width by 24.5 inches Height by 18 inches Depth: Black	Chatsworth	11960-718		each	30	\$ -	\$ -	20	\$ -	\$ -
285	10 inch deep shelf: 19 inches Width by 2.19 inches Height by 1 inch Depth: Black: Non Vented.	Chatsworth	12291-701		each	30	\$ -	\$ -	20	\$ -	\$ -
286	SmartRack 24U Mid-Depth Half-Height Rack Enclosure Cabinet with Casters	Eaton/TrippLite	SR24UB		each	5	\$ -	\$ -	5	\$ -	\$ -
287	Tripp Lite series 1.9kW Single-Phase Local Metered Automatic Transfer Switch PDU, 2 120V L5-20P/5-20P Inputs, 16 5-15/20R Outputs, 1U, TAA	Eaton/TrippLite	PDU MH20AT		each	10	\$ -	\$ -	10	\$ -	\$ -
288	Power Extension Cord, NEMA L6-30P to NEMA L6-30R - Heavy-Duty, 30A, 250V, 10 AWG, 8 foot (2.43 meters), Black	Eaton/TrippLite	P041-008		each	5	\$ -	\$ -	5	\$ -	\$ -
289	2400W 120V 3U Rack-Mount Power Conditioner with Automatic Voltage Regulation (AVR), AC Surge Protection, 14 Outlets, TAA	Eaton/TrippLite	LCR2400		each	5	\$ -	\$ -	5	\$ -	\$ -
290	Distribution Ring, Die Cast Aluminum, 4 7/8 inches by 1 7/8 inches by 3 1/8 inches by 2 3/4 inches	Allen Tel	GB13A		each	50	\$ -	\$ -	50	\$ -	\$ -
291	Distribution Ring, Die Cast Aluminum, 6 1/8 inches by 3 1/8 inches by 4 3/8 inches by 3 3/4 inches	Allen Tel	GB13B		each	50	\$ -	\$ -	50	\$ -	\$ -
292	Distribution Ring, Die Cast Aluminum, 8 1/8 inches by 5 1/8 inches by 6 3/8 inches by 3 3/4 inches	Allen Tel	GB13C		each	50	\$ -	\$ -	30	\$ -	\$ -
293	ClearGlide Wire Pulling Lubricant, clear and colorless, non-toxic, non-flammable, non-corrosive, 1 gallon bucket	Ideal	31-381		each	50	\$ -	\$ -	30	\$ -	\$ -
294	Pull line	Green Lee	430G		each	50	\$ -	\$ -	30	\$ -	\$ -
295	8 inch Cable Ties, package of 1000, 8 inches, white	Burndy	CT50175M		each	50	\$ -	\$ -	30	\$ -	\$ -
296	7.5 inch Cable Ties, package of 1000, 8 inches, BLACK	Burndy	CT50175MO		each	50	\$ -	\$ -	30	\$ -	\$ -
297	Cable Tie Mount Nylon 100 pack	Panduit	HVTM-06-C0		each	50	\$ -	\$ -	30	\$ -	\$ -
298	Duct Seal, permanently soft, non-toxic, 1 pound block	Ideal Bridgeport	31-601 DS-100		each	50	\$ -	\$ -	30	\$ -	\$ -
299	Duct Seal, permanently soft, non-toxic, 5 pound block	Ideal Bridgeport	31-605 DS-500		each	50	\$ -	\$ -	50	\$ -	\$ -
300	Blue Adjustable Blade Ringer Cable Stripper	Ideal	45-163		each	50	\$ -	\$ -	50	\$ -	\$ -

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Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
301	1 inch Fire Stop Sleeve Kit	Hilti STI	2177231 FS100		each	50	\$ -	\$ -	30	\$ -	\$ -
302	2 inch Retrofit Fire Stop Sleeve kit	Hilti STI	2064089 FSR200		each	50	\$ -	\$ -	30	\$ -	\$ -
303	Duct Seal, Dark Gray Putty, Size: 5 pound Block, Specific Gravity: 1.65, Base Content: Butyl Rubber Composite	Ideal	31-605		each	50	\$ -	\$ -	30	\$ -	\$ -
304	SSB Intumescent fire stop putty in 36 cubic inch tube, highly adhesive and non-hardening.	Specified Technologies	SSP100		each	50	\$ -	\$ -	30	\$ -	\$ -
305	Extra Strength Adhesive Labeling Tape, 1/4 inch by 26.2 feet, black print on white tape	Brother	TZe-S211		each	50	\$ -	\$ -	30	\$ -	\$ -
306	Extra Strength Adhesive Labeling Tape, 3/8 inch by 26.2 feet, black print on white tape	Brother	TZe-S221		each	50	\$ -	\$ -	30	\$ -	\$ -
307	Extra Strength Adhesive Labeling Tape, 3/8 inch by 26.2 feet, black print on clear tape	Brother	TZe-S121		each	50	\$ -	\$ -	20	\$ -	\$ -
308	Extra Strength Adhesive Labeling Tape, 1 inch by 26.2 feet, black print on white tape	Brother	TZe-S251		each	50	\$ -	\$ -	20	\$ -	\$ -
309	Extra Strength Adhesive Labeling Tape, 1 inch by 26.2 feet, black print on Yellow tape	Brother	Tze-S651		each	50	\$ -	\$ -	30	\$ -	\$ -
310	12 millimeters (0.47 inch) Red on White tape for P-Touch 8 meters (26.2 feet)	Brother	TZe-232		each	50	\$ -	\$ -	30	\$ -	\$ -
311	24 millimeters (0.94 inch) Red on White tape for P-Touch 8 meters (26.2 feet)	Brother	TZe-252		each	50	\$ -	\$ -	30	\$ -	\$ -
312	Brother P-touch TZE 1 inch Black Print on White Flexible ID label tape	Brother	TZEFX251		each	25	\$ -	\$ -	20	\$ -	\$ -
313	Self-Laminating Fiber Optic Cable Marker Tag, 3.5 inches by 2 inches, Yellow with Black text	Panduit	PST-FO		each	50	\$ -	\$ -	30	\$ -	\$ -
314	White Self Laminating Label 1.00 inch by 1.50 inch (25.4 millimeters by 38.1 millimeters)	Panduit	S100X150VAC		each	50	\$ -	\$ -	30	\$ -	\$ -
315	Laser printer compatible White Self Laminating Label 1.00 inch by 1.50 inch (25.4 millimeters by 38.1 millimeters) 2500 labels	Panduit	S100X150YAJ		pack	50	\$ -	\$ -	30	\$ -	\$ -
316	RG-6 coaxial cable, Series 6, 18 AWG solid .040 inch bare copper-covered steel conductor(s), gas-injected foam polyethylene insulation, Duobond Plus® + aluminum braid shield (75 percent coverage), PVC jacket, 1000 feet box	Belden	9058 0101000		each	20	\$ -	\$ -	20	\$ -	\$ -
317	Connector, Snap-N-Seal Universal F Male, for standard or quad-shield RG11 Cable	Belden	716SNS1P11HQ-25		pack	20	\$ -	\$ -	50	\$ -	\$ -
318	25-pair Solid 24AWG, Air Core Qualpeth Sheath, REA PE-22 AL	Superior Essex	01-097-40		foot	1000	\$ -	\$ -	1,000	\$ -	\$ -
319	66 Punchdown Block (25-pair), Cat5 Compliant	Siemon	S66M1-50		each	10	\$ -	\$ -	10	\$ -	\$ -
320	66 Standoff Bracket	Siemon	S89-B		each	10	\$ -	\$ -	10	\$ -	\$ -
321	66 Clear Plastic Cover	Siemon	MC4		each	10	\$ -	\$ -	10	\$ -	\$ -
322	66 Punchdown Block (12-pair)	Siemon	S66M4-24		each	10	\$ -	\$ -	10	\$ -	\$ -
323	66 Standoff Bracket	Siemon	S89E		each	20	\$ -	\$ -	50	\$ -	\$ -
324	66 Clear Plastic Cover	Siemon	MC425		each	20	\$ -	\$ -	50	\$ -	\$ -
325	Bridging Clips (100 per bag)	Siemon	SA-1-100		each	20	\$ -	\$ -	50	\$ -	\$ -

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						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
326	25-pair protector panel, 66 block input-output with cover and removable splice chamber	Circa	1890ECT1-25		each	10	\$ -	\$ -	5	\$ -	\$ -
327	5-pin solid state protection module with PTC (positive temperature coefficient) technology, 300VDC (DC voltage breakover)	Circa	4B1S-300		each	10	\$ -	\$ -	10	\$ -	\$ -
328	Indoor Wall Mount PoE+ IP Loudspeaker Endpoint with Microphone and LCD Display CLOCK	Atlas	IP-SDM		each	10	\$ -	\$ -	10	\$ -	\$ -
329	Surface Mount Slanted Enclosure for IP-SDM	Atlas	IP-SEA-SD		each	10	\$ -	\$ -	10	\$ -	\$ -
330	Indoor and Outdoor High Output Horn PoE+ Vandal and Weather Resistant IP Endpoint	Atlas	IP-HVP		each	10	\$ -	\$ -	10	\$ -	\$ -
331	Surface Mount Straight Enclosure for IP-HVP	Atlas	IP-SEST-HVP		each	10	\$ -	\$ -	10	\$ -	\$ -
332	Atlas PoE+ Indoor Wall Mount IP Horn Loudspeaker with LCD	AtlasIED	IP-SDH		each	10	\$ -	\$ -	10	\$ -	\$ -
333	PoE+ Weather Resistant Constant Directivity IP Horn	AtlasIED	IP-APX		each	10	\$ -	\$ -	10	\$ -	\$ -
334	PoE+ Indoor 2 feet by 2 feet Suspended Ceiling Mount IP Speaker	AtlasIED	IP-22SYSM		each	10	\$ -	\$ -	10	\$ -	\$ -
335	Informacast IP Horn, Marine (white) 117 decibels Wall Mountable	Valcom	VIP-130AL-M-IC		each	10	\$ -	\$ -	10	\$ -	\$ -
336	Informacast IP Horn, Beige 117 decibels Wall Mountable	Valcom	VIP-130AL-BGE-IC		each	10	\$ -	\$ -	10	\$ -	\$ -
337	Free Fall Snip - Stainless Steel	Klein Tools	2100-8		each	20	\$ -	\$ -	10	\$ -	\$ -
338	Single Serrated Blade Blunt Shear	Klein Tools	23015		each	10	\$ -	\$ -	10	\$ -	\$ -
339	Punchdown Multi-Tool with 110/66 Blade and WorkEnds Kit	Klein Tools	VDV427-807		each	10	\$ -	\$ -	10	\$ -	\$ -
340	Diagonal Cutting Pliers, Heavy-Duty, 8-Inch	Klein Tools	J2000-28		each	10	\$ -	\$ -	10	\$ -	\$ -
341	Can Wrench, 3/8-Inch and 7/16-Inch Hex Nut	Klein Tools	68005		each	10	\$ -	\$ -	10	\$ -	\$ -
342	Booth Wrench 3 Inch Long Shaft 5/32 Inch hex security	Jonard Tools	BW-532-3		each	10	\$ -	\$ -	10	\$ -	\$ -
343	Carbide Cutter 1 3/8 inch	Greenlee	625-1-3/8		each	20	\$ -	\$ -	10	\$ -	\$ -
344	Sheet metal Hole cutter 1.125 inch	Greenlee	925-1-1/8		each	80	\$ -	\$ -	10	\$ -	\$ -
345	Sheet metal Hole cutter 1 7/32 inch	Greenlee	925-1-7/32		each	15	\$ -	\$ -	15	\$ -	\$ -
346	1 3/8 inch Multi-hole Kwik Stepper Step Bit	Greenlee	GSB12		each	20	\$ -	\$ -	10	\$ -	\$ -
347	1 1/8 inch Electricians Multi-hole Kwik Stepper Step Bit	Greenlee	GSB09		each	20	\$ -	\$ -	10	\$ -	\$ -
348	6-Piece Spade Bit Set, 3/8 inch - 1 inch	Greenlee	33AR-6		each	5	\$ -	\$ -	2	\$ -	\$ -

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Offeror: _____

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						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
349	6 by 5/32 Inch 44 Magnum™ 2-Cutter SDS-PLUS Bit	Milwaukee	48-20-7401		each	10	\$ -	\$ -	10	\$ -	\$ -
350	6 by 3/16 Inch 44 Magnum™ 2-Cutter SDS-PLUS Bit	Milwaukee	48-20-7411		each	20	\$ -	\$ -	20	\$ -	\$ -
351	Wall Driller 50Pack	Dottie	WDK8W		each	50	\$ -	\$ -	50	\$ -	\$ -
352	Number 6 by 1 inch (WR61) Steel Drywall Screw 100 pieces	Dottie	WR61		pack	100	\$ -	\$ -	50	\$ -	\$ -
353	Number 6 by 2 1/4 inch Steel Drywall Screw 100 pieces	Dottie	WR6214		pack	100	\$ -	\$ -	50	\$ -	\$ -
354	Number 8 by 1 inch K-Lath Phillips Head Sheet Metal Screw 100 pieces	Dottie	KW81		pack	100	\$ -	\$ -	50	\$ -	\$ -
355	Number 8 by 3/4 inch K-Lath Phillips Head Sheet Metal Screw 100 pieces	Dottie	KW834		pack	100	\$ -	\$ -	50	\$ -	\$ -
356	1/4 inch by 1 inch Steel Fender Flat Washer 100 pieces	Dottie	FENW141		pack	100	\$ -	\$ -	50	\$ -	\$ -
357	1/4 inch Steel Flat Washer 100 pieces	Dottie	FW14		pack	100	\$ -	\$ -	50	\$ -	\$ -
358	1/4 inch by 1 1/4 inch Flat Head Phillips Anchoring Concrete Screw 100 pieces	Dottie	14P114		pack	40	\$ -	\$ -	30	\$ -	\$ -
359	1/4 inch by 2 3/4 inch Flat Head Phillips Anchoring Concrete Screw 100 pieces	Dottie	14P234		pack	300	\$ -	\$ -	200	\$ -	\$ -
360	1/4 inch by 2 3/4 inch Slotted Hexagonal Head Anchoring Concrete Screw 100 pieces	Dottie	14H234		pack	10	\$ -	\$ -	10	\$ -	\$ -
361	1/4 inch by 1-1/4 inch Slotted Hex Washer Head Concrete Screw Anchor	Dottie	14H114		pack	10	\$ -	\$ -	10	\$ -	\$ -
362	#8-#10-#12 Yellow Wing Conical Plastic Anchor 100pack	Dottie	122		pack	10	\$ -	\$ -	10	\$ -	\$ -
363	Tapered Plastic Screw Anchor with Wing 100 pieces	Dottie	121		pack	10	\$ -	\$ -	10	\$ -	\$ -
364	Number 6-8-10 Tapered Anchors with Collar - Red 100 pieces	Dottie	21		pack	10	\$ -	\$ -	10	\$ -	\$ -
365	3/4 inch by 3000 feet Pull Line Measuring Tape	Dottie	DWP3002		each	10	\$ -	\$ -	10	\$ -	\$ -
366	2 inch by 2 inch by 10 feet Flextray Electroplated Zinc Galvanized Finish 10 feet Length	Cooper B-Line	FT2X2X10 ELG		each	10	\$ -	\$ -	10	\$ -	\$ -
367	2 inch by 4 inch by 10 feet Flextray Electroplated Zinc Galvanized Finish 10 feet Length	Cooper B-Line	FT2X4X10 ELG		each	10	\$ -	\$ -	10	\$ -	\$ -
368	2 inch by 6 inch by 10 feet Flextray Electroplated Zinc Galvanized Finish 10 feet Length	Cooper B-Line	FT2X6X10 ELG		each	10	\$ -	\$ -	10	\$ -	\$ -
369	Shelf Bracket For Use with 6 inch Flextray Galvanized finish	Cooper B-Line	FTB06CS		each	10	\$ -	\$ -	10	\$ -	\$ -
370	L Bracket for use with 4 inch Flextray, Electroplated Zinc Galvanized Finish	Cooper B-Line	4 L BRKT		each	10	\$ -	\$ -	10	\$ -	\$ -
371	L Bracket for use with 6 inch or 8 inch Flextray, Electroplated Zinc Galvanized Finish	Cooper B-Line	8 L BRKT		each	10	\$ -	\$ -	10	\$ -	\$ -
372	Wall Support Bracket for use with 2 inch and 4 inch wide Flextray, Galvanized Finish 10 pieces Per box	Cooper B-Line	FTA100CC		each	10	\$ -	\$ -	10	\$ -	\$ -
373	Installs on 4 inch or 6 inch Flextray, Protects Cable Radii	Cooper B-Line	CABLE ROLLER		each	10	\$ -	\$ -	10	\$ -	\$ -
374	Drop Out Fitting For Use With 4 inch or 6 inch FLEXTRAY, Electroplated Zinc Galvanized Finish, 50 pieces per Box	Cooper B-Line	DROP OUT		each	10	\$ -	\$ -	10	\$ -	\$ -

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						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
375	Radius Shield for use with 2 inch Deep Flextray, 50 pieces per Box	Cooper B-Line	FTA2RS		each	10	\$ -	\$ -	10	\$ -	\$ -
376	Rubber Cap For Flextray Ends 100 pieces Per box	Cooper B-Line	B719EB		Box	10	\$ -	\$ -	10	\$ -	\$ -
377	Flextray Cutter	Cooper B-Line	CLEANSHEAR		each	10	\$ -	\$ -	10	\$ -	\$ -
378	0.50 inches by 10 feet LD RACEWAY (WHITE)	Panduit	LD3WH10-A		each	5	\$ -	\$ -	5	\$ -	\$ -
379	LD3 COUPLER (WHITE)	Panduit	CF3WH-E		each	5	\$ -	\$ -	5	\$ -	\$ -
380	LD3 INSIDE CORNER (WHITE)	Panduit	ICFC3WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
381	LD3 OUTSIDE CORNER (WHITE)	Panduit	OCFX3WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
382	LD3 RIGHT ANGLE (WHITE)	Panduit	RAFC3WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
383	LD3 END CAP (WHITE)	Panduit	ECF3WH-E		each	10	\$ -	\$ -	5	\$ -	\$ -
384	LD3 TEE FITTING (WHITE)	Panduit	TFC3WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
385	LD3 DROP CEILING (WHITE)	Panduit	DCF3WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
386	0.70 inches by 10 Feet LD RACEWAY (WHITE)	Panduit	LD5WH10-A		each	10	\$ -	\$ -	5	\$ -	\$ -
387	LD5 COUPLER (WHITE)	Panduit	CF5WH-E		each	10	\$ -	\$ -	5	\$ -	\$ -
388	LD5 INSIDE CORNER (WHITE)	Panduit	ICFC5WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
389	LD5 OUTSIDE CORNER (WHITE)	Panduit	OCFX5WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
390	LD5 RIGHT ANGLE (WHITE)	Panduit	RAFC5WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
391	LD5 END CAP (WHITE)	Panduit	ECF5WH-E		each	10	\$ -	\$ -	5	\$ -	\$ -
392	LD5 TEE FITTING (WHITE)	Panduit	TFC5WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
393	LD5 DROP CEILING (WHITE)	Panduit	DCF5WH-X		each	10	\$ -	\$ -	5	\$ -	\$ -
394	1.00 inch by 6 feet LD RACEWAY (ELECTRICAL IVORY)	Panduit	LD10EI6-A		each	10	\$ -	\$ -	5	\$ -	\$ -
395	LD10 COUPLER (ELECTRICAL IVORY)	Panduit	CF10EI-X		each	10	\$ -	\$ -	5	\$ -	\$ -
396	LD10 INSIDE CORNER (ELECTRICAL IVORY)	Panduit	ICFC10EI-X		each	10	\$ -	\$ -	5	\$ -	\$ -
397	LD10 OUTSIDE CORNER (ELECTRICAL IVORY)	Panduit	OCFC10EI-X		each	10	\$ -	\$ -	5	\$ -	\$ -
398	LD10 RIGHT ANGLE (ELECTRICAL IVORY)	Panduit	RAFC10EI-X		each	10	\$ -	\$ -	5	\$ -	\$ -
399	LD10 END CAP (ELECTRICAL IVORY)	Panduit	ECF10EI-X		each	10	\$ -	\$ -	5	\$ -	\$ -
400	LD10 TEE FITTING (ELECTRICAL IVORY)	Panduit	TFC10EI-X		each	10	\$ -	\$ -	5	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)
401	LD10 DROP CEILING (ELECTRICAL IVORY)	Panduit	DCF10EI-X		each	10	\$ -	\$ -	5	\$ -	\$ -
402	SINGLE GANG JUNCTION BOX, DEEP	Panduit	JB1DEI-A		each	10	\$ -	\$ -	5	\$ -	\$ -
403	DOUBLE GANG JUNCTION BOX, DEEP	Panduit	JBP1DEI		each	10	\$ -	\$ -	5	\$ -	\$ -
404	Slit Wall Corrugated Loom Tubing, Yellow, 100 foot by .50 inch Diameter	Panduit	CLT50F-C4		each	10	\$ -	\$ -	5	\$ -	\$ -
405	Slit Wall Corrugated Loom Tubing, Black, 100 foot Length by .76 inch Diameter	Panduit	CLT75F-C20		each	10	\$ -	\$ -	5	\$ -	\$ -
406	Slit Wall Corrugated Loom Tubing, Black, 100 foot Length by .92 inch Diameter	Panduit	CLT100F-C20		each	10	\$ -	\$ -	5	\$ -	\$ -
407	Slit Wall Corrugated Loom Tubing, Yellow, 100 foot, .75 inch Diameter	Panduit	CLT75F-C4		each	10	\$ -	\$ -	5	\$ -	\$ -
408	Scotch® Vinyl Electrical Color Coding Tape, 20-feet by 1/2-inch, White	3M	35-WHITE-1/2X20FT		each	10	\$ -	\$ -	5	\$ -	\$ -
409	Temflex™ Electrical Tape, Black, 3/4 inch by 36 yards	3M	1700-3/4X36YD-1.5SCORE		each	10	\$ -	\$ -	5	\$ -	\$ -
410	Straight Snap ² IT Non-Metallic Push-On Connector 25 Pack	Arlington	NMLT10		each	10	\$ -	\$ -	5	\$ -	\$ -
411	90° SNAP ² IT Non-Metallic Push-On Connector 25 Pack	Arlington	NMLT9010		each	10	\$ -	\$ -	5	\$ -	\$ -
412	2-GANG Weatherproof Deep Box, 5 in 1 Threaded Outlets	Hubbel/Bell	5389-0		each	10	\$ -	\$ -	5	\$ -	\$ -
413	Eaton Crouse-Hinds series RE reducer, Rigid/IMC, End 1: 1 Inch NPT, End 2: 3/4 Inch NPT	Eaton	RE32		each	10	\$ -	\$ -	5	\$ -	\$ -
414	Junction Box 2 (2 inch by 4 inch by 2 inch) ORDERED BY CARTON QUANTITY ONLY (40 each Per carton) IVORY	Hellermann-Tyton	TSRI-JB2		Carton	10	\$ -	\$ -	5	\$ -	\$ -
415	Junction Box 3 (4 inch by 4 inch by 2 inch) ORDERED BY CARTON QUANTITY ONLY (25 each Per carton) IVORY	Hellermann-Tyton	TSRI-JBD2		Carton	10	\$ -	\$ -	5	\$ -	\$ -
416	Junction Box 2 (2 inch by 4 inch by 2 inch) ORDERED BY CARTON QUANTITY ONLY (40 each Per carton) OFFICE WHITE	Hellermann-Tyton	TSRW-JB2		Carton	10	\$ -	\$ -	5	\$ -	\$ -
417	Junction Box 3 (4 inch by 4 inch by 2 inch) ORDERED BY CARTON QUANTITY ONLY (25 each Per carton) OFFICE WHITE	Hellermann-Tyton	TSRW-JBD2		Carton	10	\$ -	\$ -	5	\$ -	\$ -
418	Raceway (6 foot by 3/4 inch stick) ORDERED BY CARTON QUANTITY ONLY (120 feet per carton) IVORY	Hellermann-Tyton	TSR1I-6A		Carton	10	\$ -	\$ -	5	\$ -	\$ -
419	Raceway (6 foot by 1-1/4 inch stick) ORDERED BY CARTON QUANTITY ONLY (120 feet per carton) IVORY	Hellermann-Tyton	TSR2I-6A		Carton	10	\$ -	\$ -	5	\$ -	\$ -
420	Raceway (6 foot by 1-3/4 inch stick) ORDERED BY CARTON QUANTITY ONLY (120 feet per carton) IVORY	Hellermann-Tyton	TSR3I-6A		Carton	10	\$ -	\$ -	5	\$ -	\$ -
421	Raceway (6 foot by 3/4 inch stick) ORDERED BY CARTON QUANTITY ONLY (120 feet per carton) OFFICE WHITE	Hellermann-Tyton	TSR1FW-6A		Carton	10	\$ -	\$ -	5	\$ -	\$ -
422	Raceway (6 foot by 1-1/4 inch stick) ORDERED BY CARTON QUANTITY ONLY (120 feet per carton) OFFICE WHITE	Hellermann-Tyton	TSR2FW-6A		Carton	10	\$ -	\$ -	5	\$ -	\$ -
423	Raceway (6 foot by 1-3/4 inch stick) ORDERED BY CARTON QUANTITY ONLY (120 feet per carton) OFFICE WHITE	Hellermann-Tyton	TSR3FW-6A		Carton	10	\$ -	\$ -	5	\$ -	\$ -

The following offer is hereby submitted:

Offeror: _____

Item Number	DESCRIPTION	Manufacturer (or equal)	Product Number (or equal)	Manufacturer and Product Number (pre-approved equal)	Unit	OAHU			HAWAII, MAUI, MOLOKAI-LANAI AND KAUAI		
						Estimated Quantities (A)	Unit Bid Price* (B)	Total Bid Price (A x B)	Estimated Quantities (C)	Unit Bid Price* (D)	Total Bid Price (C x D)

* Unit Bid Price shall be FOB (Free on Board) destination and shall include labor, equipment, materials, transportation, overhead, profit, insurance, warranty, shipping, all applicable taxes and any other incidental and operational expenses incurred in the performance of all obligations hereunder. Unit Bid Price shall be the all-inclusive cost to the STATE and no other charges will be honored. In case of error in extension of bid price, unit bid price shall govern.

- Oahu: each Item will be awarded per line Item, to the lowest Total Bid Price per Item.
 - Hawaii, Maui, Molokai-Lanai and Kauai: each Item will be awarded per line Item, to the lowest Total Bid Price per Item.
- Refer to IFB Special Conditions Number 13, Bid Price.

SPECIFICATIONS

PRODUCT SPECIFICATIONS

All cable materials and supplies offered shall be currently in production. All cable materials and supplies shall contain only manufacturer's factory approved parts so as to not void any manufacturer's warranties.

Products bid shall meet the TIA-EIA (Telecommunications Industry Association-Electronic Industries Alliance) Standards where applicable.

CONTRACTOR shall provide unit bid prices of listed equipment (or pre-approved equal) as described on the Offer Pages Items 1 to 423. The actual procured quantities will not exactly match the quantities in this IFB.

All products bid must meet Trade Agreement Act (TAA), 19 U.S.C. Chapter 13, § 2501-2581 requirements.

Products bid shall meet all applicable federal, state and local electrical, fire and safety codes.

All cable materials and supplies provided shall be manufactured to meet the latest version of applicable standards for its use.

All equipment, cable materials, and supplies provided shall be new, in perfect condition, shall be of first quality as to workmanship and cable materials used, and shall be designed specifically to provide its intended service and function. Brand names and catalog numbers (part numbers) described in this document indicate standards of design and level of quality required.

WARRANTY

The manufacturer's limited warranty shall warrant against defects in cable material and workmanship and against all design and manufacturing defects and shall include all parts, labor, and any associated shipping costs.

During the warranty period, CONTRACTOR shall replace or repair any defective workmanship and/or cable materials and supplies with equal or better parts and at no cost to the STATE for parts and labor, provided such defects are not due to abuse, misuse, or negligence on the part of the STATE.

**HlePRO
SPECIAL CONDITIONS**

GENERAL INFORMATION

1. Addenda and Interpretations

Discrepancies, omissions, or questions related to this solicitation shall be communicated in writing to the Hawaii State Department of Education, Procurement and Contracts Branch (PCB) via facsimile at (808) 675-0133 or e-mail to steven.watanabe@k12.hi.us for interpretation and must be received no later than seven (7) calendar days prior to the date fixed for the close of bids.

Interpretation(s), if any, and any supplemental instructions will be in the form of written addenda that will be made available to all HlePRO registered Offerors prior to the date fixed for the close of bids. Failure of any Offeror to receive any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation. All addenda issued shall be incorporated into the resulting Contract.

2. Scope

Work under this agreement shall consist of furnishing and delivering network cabling materials and supplies for the Hawaii State Department of Education and shall be in accordance with these Special Conditions, the attached Specifications, and the State of Hawaii's General Conditions AG-008 (latest revision).

3. State's Commitment

Pursuant to § 3-121-6, HAR, it is mandatory that all Hawaii State Department of Education schools and offices purchase from price lists issued by the Hawaii State Department of Education, Procurement and Contracts Branch.

Offerors are advised that the majority of purchases will be made by the Office of Information and Technology Services (OITS) of the Hawaii State Department of Education.

When quality level or product design is not suited to the OITS purpose, however, an exception to purchase outside of the price list may be granted by the Hawaii State Department of Education.

4. Contract Administrator

For purposes of this Contract, Dean Horiuchi, Director or the Director's successor, is designated Contract Administrator (CA). The CA can be contacted by telephone at 808-307-7701, or via e-mail at dean.horiuchi@k12.hi.us.

The CA is responsible for:

1. the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the Contract;
2. monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the Contract, and processing payment for services rendered; and
3. notifying the Hawaii State Department of Education, PCB in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE:").

The CA has designated Wesley Pei, Telecommunication Specialist, Enterprise Infrastructure Services Branch, as Point-of-Contact (POC) for this Contract. As such, the POC, should be the initial contact on all matters related to this Contract. The POC can be contacted by telephone at 808-307-7701, or via e-mail at wesley.pei@k12.hi.us.

5. Contract Period

This Contract shall commence upon full execution of the Contract and shall end on June 30, 2027, subject to availability of funds as specified in the General Conditions.

Beyond June 30, 2027, this Contract may be extended for not more than one (1) additional twelve (12)-month periods upon mutual written agreement of the parties, prior to expiration. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the Contract for each additional period. The Contract Price for the extended period shall remain the same or lower than the initial Contract Price, subject to any price adjustment allowed by the Contract.

OFFEROR INFORMATION

6. Offeror's Authority to Bid

The STATE will not participate in determinations regarding an Offeror's authority to sell a product or perform a service. If there are any questions or doubts regarding an Offeror's right or ability to obtain and sell a product or to render a service, the Offeror should resolve those issues prior to submitting a bid. If the Offeror's offer meets specifications and is acceptable and the bid price submitted is the lowest bid, the Contract will be awarded to that Offeror.

7. Offeror Qualifications

In addition to meeting legal and any other requirements of this solicitation, Offeror must meet these qualifications to be considered for award.

A. Authorized distributor

At the time of bidding, Offeror shall be a manufacturer-authorized distributor of the products listed herein with at least one (1) year of previous experience in that capacity. As evidence of this, Offeror may be requested to provide documentation from the manufacturer which verifies Offeror's status as an authorized distributor. Documentation shall be provided on Exhibit A.

B. Office Location

Offeror shall maintain a wholesale or retail business on the island of Oahu at the time of bidding and during the contract period with warehousing and inventory operations to supply the items listed herein. Island of Oahu warehouse location, contact person, phone and facsimile numbers shall be provided on Exhibit A.

C. Personnel

Offeror shall designate at least one (1) employee as the STATE point of contact (POC) for this Contract. This individual shall be located on the island of Oahu and available during regular business hours, 7:45 a.m. to 4:30 p.m. Hawaii Standard Time (HST), Monday through Friday excluding holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance. Offeror shall provide, on Exhibit A, information regarding its POC.

Failure on the Offeror's part to meet these requirements may result in rejection of bid. These requirements must remain in effect during the entire contract period. Failure to maintain these requirements may result in cancellation of award.

8. Pre-Approved Acceptable Products

The manufacturer specified herein set a standard of quality and meet all necessary requirements of the Hawaii State Department of Education. It is the STATE's intention to restrict Offerors to only the manufacturers named; however, other brands may be acceptable.

Offerors are advised that only pre-approved manufacturer's equipment will be considered for award. Offerors interested in offering equipment other than those specified must submit a letter to the STATE providing the following information for each item that the Offeror wishes to pre-qualify as an acceptable product:

1. IFB Number and IFB Item Number;
2. Manufacturer and brand name
3. Product and model number;
4. Order number, or any other identifier(s); and
5. One (1) copy of manufacturer's literature, product specifications, and/or any further information necessary to establish product quality for the proposed equipment.

Request(s) for pre-qualification of acceptable products and specifications literature will be received up to 2:00 p.m. Hawaii Standard Time (HST) on August 17, 2026 via email to steven.watanabe@k12.hi.us.

Sample products, product brochures and other information submitted shall become the property of the STATE and may be retained for future reference.

The burden of proof as to the comparative quality and suitability of alternate equipment shall be upon the Offeror. Alternate equipment shall comply with Minimum Specifications. The Hawaii State Department of Education shall be the sole judge of the acceptability of equipment proposed for evaluation, and its decision shall be final. Any equipment approved by the Hawaii State Department of Education as an acceptable product shall be listed on an addendum.

9. Responsibility of Offerors

Offeror is advised that if awarded a contract under this solicitation, Offeror must furnish proof of compliance with the requirements of HRS § 103D-310(c), as a pre-requisite to receiving a contract:

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State of Hawaii.

Offeror should refer to the "Contract Execution" provision for further information regarding the above-mentioned requirements.

BID PREPARATION

10. Offer Page OF-1

Offeror is requested to submit the bid under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Page OF-1. Failure to do so may delay proper execution of the Contract.

The authorized signature on the hard copy Offer Page OF-1 shall be an **original signature in ink**. Ink signatures are not required for electronic submission of a bid on HlePRO. The submission of the bid on HlePRO shall indicate the Offeror's intent to be bound.

11. Taxable Transaction

Unless the HRS exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii-based companies are advised that the gross receipts derived from this Contract are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

Information on the Hawaii State Taxes administered by the Department of Taxation is available online at <http://tax.hawaii.gov>.

12. Tax Exempt Transaction

If, however, an Offeror is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to HRS § 103D-1008, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

13. Bid Price

Unit Bid Price shall be FOB (Free on Board) destination and shall include labor, equipment, materials, transportation, overhead, profit, insurance, warranty, shipping, all applicable taxes and any other incidental and operational expenses incurred in the performance of all obligations hereunder. Unit Bid Price shall be the all-inclusive cost to the STATE and no other charges will be honored. In case of error in extension of bid price, unit bid price shall govern.

- Oahu: each Item will be awarded per line Item, to the lowest Total Bid Price per Item.
- Hawaii, Maui, Molokai-Lanai and Kauai: each Item will be awarded per line Item, to the lowest Total Bid Price per Item.

14. Manufacturer or Brand Name and Product Code or Model Number

Offeror shall provide the exact name of the manufacturer or brand, the product code or model number, and/or other identifier(s) of the product offered. Failure to do so or indicating remarks such as "as specified" shall be sufficient grounds for rejection of the offer.

If additional space is needed to provide complete product identification, Offeror may attach a separate sheet for that purpose.

If any of the called-for elements of product identification are missing on the Offeror page, the STATE will be unable to determine acceptability of the product(s) offered and whether the Offeror is responsive for the item(s) offered. Offeror shall not be allowed to clarify the item or product identification after the bid opening. This is to ensure all offers are submitted under the same conditions with no opportunity for one Offeror having an advantage over another Offeror after exposure of offers.

15. Authorized Distributor

Offeror is requested to provide documentation from the manufacturer which verifies Offeror's status as an authorized distributor. The documentation shall be attached to Exhibit A and shall be provided to the STATE within three (3) working days from the STATE's request.

16. Offeror Information

Offeror shall provide information regarding its office location and STATE's point-of-contact on the Exhibit A. Exhibit A shall be provided within three (3) working days from STATE's request.

17. Liability Insurance

Work included under this agreement requires the provision of liability and property damage insurance, to remain in full force and effect during the life of this Contract. Offeror shall refer to the *Liability Insurance* clause for additional information regarding this requirement. Accordingly, Offeror should consider these insurance requirements when preparing their offer.

18. Offer Guaranty

An offer guaranty (bid bond) is not required for this IFB.

BID SUBMITTAL

19. Submission of Bid

Offers will be received through the State of Hawaii eProcurement System (HlePRO) Public Procurement Notices Website at <https://hiepro.ehawaii.gov/welcome.html> no later than the date and time stated on the HlePRO.

Submission of a bid shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this IFB, and that the IFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a bid, each Offeror must:

1. examine the solicitation documents thoroughly for defects and questionable or objectionable material. Solicitation documents include this IFB, any attachments, plans referred to herein, and any other relevant documentation. Comments must be submitted in writing and received by the Hawaii State Department of Education, PCB no later than seven (7) calendar days prior to the date fixed for the close of bids. This will allow for issuance of addenda, if necessary.
2. become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

All bids shall be made through the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) on the solicitation document(s) available on the HlePRO. Offers shall be completed in accordance with the solicitation instructions, and addenda, if any.

The Specifications, Special Conditions, General Conditions and other documents referenced in or attached to the offer shall be considered a part of the offer submitted, whether or not attached to the offer at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the offer.

Offers will be received only until the hour and date set for the close of bids. Unless otherwise stated, Offeror shall submit only one (1) offer. If more than one offer is submitted, all offers shall be rejected for that item.

Hard copies of ALL ORIGINAL OFFER PAGES AND ANY OTHER APPLICABLE DOCUMENTS AS STATED IN THE SOLICITATION must also be received by the Hawaii State Department of Education, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, within five (5) working days after the bid closing date.

20. Confidential Information

If an Offeror believes that any portion of Offeror's proposal contains information that should be withheld as confidential, then the Hawaii State Department of Education, PCB should be so advised in writing.

Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

Pursuant to § 3-122-58, Hawaii Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the Department of the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the Offeror appeals the denial to the Office of Information Practices in accordance with HRS § 92F-42(12).

21. Certification of Independent Cost Determination

By submitting a bid in response to this solicitation, Offeror certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs which have been quoted in this IFB have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the Contract.
3. No other attempt has been made or will be made by the Offeror to solicit or implore any other person or firm to submit or not to submit a bid in response to this IFB for the purpose of restricting competition.

22. Acceptance of Bid

Acceptance of bid, if any, will be made within sixty (60) calendar days after the close of bids and the prices quoted by the Offeror shall remain firm for the sixty day period.

BID EVALUATION

23. Disqualification of Offers

Any one or more of the following causes will be considered as sufficient for disqualification of the offer:

1. Hard copy offer not signed by an authorized individual.
2. More than one offer from an Offeror under the same or different names.
 - 2.1 Legally distinct Offerors such as subsidiaries or jointly-owned companies may submit offers and these offers may be accepted for evaluation and award if such Offerors submit with their offer a certificate of non-collusion which affirms that the offer is made freely and without collusion with another Offeror.
 - 2.1.1 Legally distinct Offerors such as subsidiaries or jointly-owned companies shall submit business registration information indicating that the entities were not created after the IFB was released.
3. Evidence of collusion among Offerors or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
4. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
5. Offer received after specified deadline for close of offers.
6. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, of submission of conditional offer, incomplete offer, or irregularities of any kind which may make the offer incomplete, indefinite, or ambiguous as to its meaning.

24. Method of Award

Award, if made, shall be to the responsive, responsible Offeror submitting the lowest estimated Total Bid Price per Item for Oahu and the lowest estimated Total Bid Price per Item for Hawaii, Maui, Molokai, Lanai, and Kauai. However, if the Total Bid Price of the qualified low offer exceeds allotted funds, the STATE shall have the option to shorten the Contract period or delete cabling materials to allow award to be made within the allotted funds.

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

25. Protest

Pursuant to HRS § 103D-701 and § 3-126, HAR, "Legal and Contractual Remedies", an actual or prospective offeror who is aggrieved in connection with the solicitation or award may submit a protest. Any protest shall be submitted in writing to the Hawaii State Department of Education's Chief Procurement Officer, c/o the Procurement Office at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award.

The notice of award(s), if any, resulting from this solicitation shall be posted on the HlePRO and shall be posted on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>.

PRICE LIST EXECUTION

26. Price List Award

Formal written contracts and performance bonds will not be required for awards made in response to this solicitation. Successful Offerors will receive a "Notice of Award by Price List Letter" to which will be attached the price list indicating items awarded. This method of award does not waive compliance with the Specifications, Special Conditions, and General Conditions.

Upon award, the Hawaii State Department of Education will issue a Price List of all items awarded to the CONTRACTOR(s). This price list will be made available to all schools and offices for use throughout the Contract period. The actual purchases will depend on the needs of the STATE and availability of funds; the POC shall coordinate all purchases on behalf of the Hawaii State Department of Education. There is no guarantee to purchase any amount of goods.

No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the Contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by a CONTRACTOR prior to official starting date.

Pursuant to § 3-121-6, HAR, it is mandatory that schools and offices purchase from price lists issued by the Hawaii State Department of Education. When quality level or product design is not suited to their purpose, however, an exception to purchase outside of the price list may be granted to such schools and offices by the Hawaii State Department of Education's PCB.

27. Quantities

Quantities listed herein are estimated for the period specified. The actual quantities shall depend on the needs of the STATE and funding availability. No guarantee to purchase the exact amounts is intended or implied. For this reason, Offerors shall bid only on regular stock items to avoid inventory hardships that could arise from stocking cabling materials for STATE use only. The STATE reserves the right to purchase larger or smaller quantities at the prices quoted in this solicitation. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this agreement.

28. Responsibility of CONTRACTOR

CONTRACTOR shall furnish proof of compliance with these requirements of § 3-122-112, HAR:

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. One of the following:
 1. That CONTRACTOR is registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
 2. That CONTRACTOR is registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

The CONTRACTOR may demonstrate compliance by submitting an original consolidated CERTIFICATE OF VENDOR COMPLIANCE issued via the online system, "Hawaii Compliance Express." Detailed information about the system and regarding this online application process can be viewed at: <http://vendors.ehawaii.gov>.

29. Hawaii Compliance Express.

A *Certificate of Vendor Compliance* may be obtained through the Hawaii Compliance Express (HCE). This service allows CONTRACTORS to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of HRS § 103D-310(c), and is therefore acceptable for contracting purposes. CONTRACTORS that elect to use HCE services are required to pay an annual registration fee of (at least) twelve dollars (\$12.00).

The above certificates should be applied for and submitted to the Hawaii State Department of Education, PCB as soon as possible. If a valid certificate is not submitted on a timely basis for award, an offer otherwise responsive and responsible may not receive the award.

Normally, award shall be made within sixty (60) calendar days after the close of bids but in no case will award be made until all necessary investigations are made. After award is made, failure on the CONTRACTOR's part to execute a contract as required within ten (10) calendar days (or such further time as the Superintendent may allow) after the Offeror has received the Contract for execution shall be just cause for the annulment of the award. The Superintendent reserves the right to cancel or reject this solicitation or all offers in whole or in part when it is in the best interest of the STATE or to award the Contract to the next lowest Offeror or may publish another call for tenders, if the lowest bid is non-responsive to the STATE's needs.

This Contract is subject to the availability of funds. Pursuant to HRS § 103D-309, except in certain circumstances, no contract entered into by the STATE and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

If the Contract requires for performance and/or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In such event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and the availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the Contract to acquire similar goods or services from a third party.

The CONTRACTOR shall maintain in full force and effect, during the life of this Contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and the CONTRACTOR's subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this Contract, whether such operations be by the CONTRACTOR or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the Contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate:

- Commercial General Liability:
(Occurrence Form) \$2,000,000 aggregate
\$1,000,000 combined single limit per occurrence
for bodily injury and property damage.

- Automobile Liability: \$1,000,000 per accident
(Combined Single Limit)

General liability and automobile liability policies required by this Contract, including a subcontractor's policy, shall contain the following clause:

- 1) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets § 431:8-301, Hawaii Revised Statutes.

Upon CONTRACTOR's execution of the Contract, the CONTRACTOR agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided herein.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this Contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

CONTRACT PRICE ADJUSTMENTS

34. Price Adjustment

In the event price increases due to industry-wide cost escalation(s) imposed upon the CONTRACTOR by the manufacturer, CONTRACTOR may request equitable price increases during a Contract extension period after the original Contract period from upon Contract execution to June 30, 2027. In that event, CONTRACTOR must submit a written request to the CA for a price increase along with documentation from the manufacturer evidencing the increase up to twenty percent (20%).

In the event the manufacturer reduces the price of any item during the term of the Contract, CONTRACTOR agrees to reduce the price in full proportion to the manufacturer's price reduction.

CONTRACTOR shall notify the STATE of any price increase or reduction and effective date within fifteen (15) calendar days after the receipt of price increase or reduction notification from the manufacturer. The notification shall be sent in writing to:

Office of Information and Technology Services
Enterprise Infrastructure Services Branch
Department of Education
3633 Waiālae Avenue, Building D
Honolulu, HI 96816
Attention: Wesley Pei

PERFORMANCE OF CONTRACT

35. Authority of the Hawaii State Department of Education

The Hawaii State Department of Education shall decide all questions which may arise as to the work performed, as to the manner of such performance, as to the interpretation of any term, condition or provision, as to the applicability and interpretation of any law, rule or regulation, policies and procedures, as to compensation, or additional reason to service, and as to any other matter which may arise under the Contract. The decision of the Hawaii State Department of Education in such matters shall be final provided that decision is not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

36. Ordering

During the Contract period, schools and offices shall issue purchase orders for the cabling materials and supplies required. The CONTRACTOR(s) shall honor all orders received during the Contract period, and shall deliver items according to the price list terms and within the required delivery time.

37. Delivery

Deliveries of all items shall be completed **within thirty (30) calendar days** after receipt of purchase order. Deliveries shall be made to the individual locations designated on the purchase order.

38. Extension of Delivery

The CONTRACTOR shall complete delivery within the time specified in this Contract. However, the CONTRACTOR may be excused for additional unforeseen delays not covered in General Conditions, Paragraph 13.d. due to valid reasons beyond the CONTRACTOR's control provided the CONTRACTOR submits written notification to the STATE with justification of such delays prior to the delivery service. Any such written request or notification must also contain the information listed below.

The notification shall be sent to:

Hawaii State Department of Education
Office of Information and Technology Services
Enterprise Infrastructure Services Branch
3633 Waiālae Avenue, Building D
Honolulu, HI 96816
Attention: Wesley Pei

And shall include:

1. Price List Number and Item Number(s);
2. Documentation evidencing that the delay was, in fact, due to reasons beyond the CONTRACTOR's control; and
3. New Delivery Date.

No delivery extension will be considered without proper documentation.

39. Failure to Deliver

CONTRACTOR shall be obliged to deliver products in accordance with terms and conditions specified herein. If a CONTRACTOR is unable to deliver products under this Contract, it shall be the CONTRACTOR's responsibility to obtain an acceptable substitute at the contracted price. In the event a CONTRACTOR consistently needs to substitute or refuses to substitute products, the STATE reserves the right to terminate the Contract and or to initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules.

If an item is backordered or cannot be delivered within the required time frame for any reason, it shall be the CONTRACTOR's responsibility to notify the STATE of the backorder or delayed delivery status. Notification shall be made within twenty-four (24) hours of receipt of order. At that time, the STATE shall have the option to cancel the order and obtain similar products from another source.

40. Quality

All cabling materials furnished under this Contract shall be new; free from all defects in design, workmanship and cabling materials, and shall meet all applicable federal, state and local fire and safety codes.

If any product does not conform to the manufacturer's official published specifications, the CONTRACTOR shall either correct the defects without charge or replace the product. Damaged or rejected products must be immediately removed from the site and replaced with products of the quality required by these specifications. Failure to replace or to remove any rejected product shall not relieve the CONTRACTOR from the responsibility imposed upon it by the Contract.

The STATE may, at any time and by written order, stop the delivery of products not conforming to these specifications. Such stop order shall not relieve the CONTRACTOR of its obligation to complete its work within the Contract time limits, nor shall it in any way terminate, cancel, or abrogate the Contract or any part thereof.

No payments whether partial or final shall be construed to be an acceptance of defective cabling materials.

41. Substitutions

In the event a manufacturer's product line under this Contract is replaced by another product due to technological or engineering changes, CONTRACTOR shall submit a written notification to the CA. The CA has the right to accept the substituted item at the same Contract Price. The CONTRACTOR shall provide proper documentation substantiating the substituted products and pricing.

42. Deletions

In the event any change within a manufacturer's product line generates a deletion of a line item, the STATE reserves the right to delete a line item from this Contract.

43. Relief Available to STATE

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the CONTRACTOR is in non-compliance with contract requirements, the STATE may:

1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost and/or payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR;
2. Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE; and
3. Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
4. Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

44. Confidentiality Obligations

While performing under this Contract, the CONTRACTOR may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The CONTRACTOR, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by the STATE and the CONTRACTOR, and must be provided as an attachment to this Contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential in compliance with all relevant state and federal laws.

CONTRACTOR, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The CONTRACTOR shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. CONTRACTOR shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

CONTRACTOR will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. CONTRACTOR shall be liable to the STATE and to any person whose records the CONTRACTOR receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. CONTRACTOR shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. CONTRACTOR shall return all documents containing Confidential Information upon completion of the services CONTRACTOR is contracted to provide under this Contract.

- 44.1 Prior Written Approval: CONTRACTOR may not i) share, ii) publish, or iii) distribute Confidential Information or any other data received under this Contract without the prior written approval of the STATE.
- 44.2 In the event of termination of this Contract, CONTRACTOR shall return to STATE all Confidential Information, including student information, received under this Contract and further agrees to destroy any and all copies of, or references to, any Confidential Information, including student information, shared by STATE as a result of this Contract. CONTRACTOR shall certify in writing that all such copies have been destroyed or returned to the STATE.

45. Exclusion of Specific Workers

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this Contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the Worker(s) shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

46. Records Retention

Should the CONTRACTOR be aware of or be made aware of any dispute, disagreement, or request relating to the files, books, or records prior to their destruction, the CONTRACTOR shall retain the files, books, and records until said dispute, disagreement, or request has been fully resolved, including any potential lawsuits or appeals. Said files, books, and records may thereafter be destroyed upon obtaining the agreement of the STATE.

47. Federal Funds

General Conditions, Form AG-008 is incorporated by this reference and available if requested. In addition to other required provisions, the following provisions are also made part of this Contract, as applicable:

- 1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach Contract terms, and provide for such sanctions and penalties as appropriate.
- 2. All Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction Contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The Contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
4. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all Contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a Contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Debarment and Suspension (Executive Orders 12549 and 12689)—A Contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
8. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

PAYMENT

48. Invoicing

Upon delivery of products, CONTRACTOR shall forward an original and one (1) copy of the invoice(s) directly to the ordering school or office. Invoice billing information must match CONTRACTOR information. Upon receipt of the invoice(s), the school or office shall process payment.

49. Payment

HRS § 103-10, provides that the STATE shall have thirty (30) calendar days to make payment after receipt of the invoice or satisfactory delivery of the goods or satisfactory performance of the services. For this reason, the STATE may reject any bid submitted with a condition requiring payment within a shorter period. Further, the STATE may reject any bid submitted with a condition requiring any interest payments greater than that allowed by HRS § 103-10, as amended.

The STATE will not recognize any requirement established by the CONTRACTOR and communicated to the STATE after award of the Contract, which requires payment within a shorter period or any interest payment not in conformance with statute.

The **final payment** under the Contract shall be for services performed and/or goods delivered during the billing period just prior to the Contract anniversary date.

In addition to the requirements set forth in the General Conditions, the following shall accompany the final payment invoice:

1. A valid (not over 2 months old) and **original** *Tax Clearance Certificate* (TCC) must accompany the final payment invoice. In accordance with HRS § 103-53, all CONTRACTORS must provide a TCC from the State of Hawaii Department of Taxation and the U.S. Internal Revenue Service as a prerequisite to receipt of final payment.
2. The *Certification of Compliance for Final Payment* (DOE Form-22) with an original signature of an authorized representative of the CONTRACTOR.
3. In lieu of the above, the CONTRACTOR may submit an original *Certificate of Vendor Compliance* as issued via the online system, also referred to as “Hawaii Compliance Express”. Details regarding this online application process may be viewed at: <http://vendors.ehawaii.gov/hce/>.

APPROVALS

50. State of Hawaii's General Conditions

The Special Conditions shall serve to supplement the General Conditions; both documents remain part of the Contract with full force and effect. In the case of a conflict between the General Conditions and Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

51. Approvals

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and if applicable, is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Offeror: _____

EXHIBIT A

OFFEROR INFORMATION

Offeror shall provide the Exhibit A, including attachments if applicable, within three (3) working days from STATE's request.

A. AUTHORIZED DISTRIBUTOR

At the time of bidding, Offeror shall be a manufacturer-authorized distributor of the products listed herein with at least one (1) year of previous experience in that capacity.

Authorized Distributor documentation
attached. ☐ Yes

B. OFFICE LOCATION

Offeror shall maintain a wholesale or retail business on the island of Oahu at the time of bidding and during the contract period with warehousing and inventory operations to supply the items listed herein.

Address Line 1: _____
Address Line 1: _____
Point of Contact: _____
Office Telephone Number: _____
Office Fax Number: _____

C. PERSONNEL

Offeror shall designate at least one (1) employee as the STATE point of contact (POC) for this contract. This individual shall be located on the island of Oahu and available during regular business hours, 7:45 a.m. to 4:30 p.m. Hawaii Standard Time (HST), Monday through Friday excluding holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance.

POC located on the island of Oahu ☐ Yes
POC Name _____
POC's Job Title _____
Telephone Number _____

Offeror: _____

Cell Number _____

Fax Number _____

Email Address _____

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.