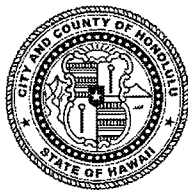


SOLICITATION DOCUMENT NO. RFB-HPD-2018407



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Pre-Employment Suitability Screening and Psychological Evaluations

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

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 14:00 HST

Close Date: September 4, 2026

Location: Division of Purchasing,
Department of Budget and Fiscal Services
530 South King Street, Room 115, City Hall
Honolulu, Hawaii 96813

Unless otherwise stated in the solicitation, competitive sealed bids shall be read aloud at the public bid opening held shortly after the deadline for offers, as amended.

Questions relating to this solicitation shall be emailed to Keiko Raiola at bfspurchasing@honolulu.gov.



PAULA A. YOUNGLING
Purchasing Administrator KR

TABLE OF CONTENTS

NOTICE TO OFFERORS

- Schedule of Events
- Special Instructions to Offerors
- Exhibit 1: Sample Contract
- General Instructions to Offerors

APPENDIX A: SCOPE OF WORK

- Exhibit 2: HPD Policy Number 3.13
- Exhibit 3: Manual of Operations No. 510-08
- Exhibit 4: Sample Confidentiality Agreement

APPENDIX B: TERM/SCHEDULE OF WORK

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

APPENDIX D: SPECIAL PROVISIONS

APPENDIX E: GENERAL TERMS AND CONDITIONS

NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawaii Standard Time (HST).

Deadline to Submit Requests for Clarifications/Substitutions:	August 27, 2026
Last Day to Issue Addenda:	September 1, 2026
DEADLINE FOR OFFERS:	14:00 HST on September 4, 2026

NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

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

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

II. METHOD OF AWARD

The City shall award a contract to the responsive, responsible Offeror with the lowest Total Price. The award is subject to the availability of funding.

III. SAMPLE OF CONTRACT

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

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

A. Solicitation Addenda

Section 2.19 Solicitation Addenda (b)(2) of the General Instructions to Offerors dated 02/09/17 is deleted in its entirety.

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

B. Cost Analysis Data

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

"The City reserves the right to request cost data to conduct a cost analysis. Pursuant to HRS 103D-312 and HAR 3-122 Subchapter 15, this cost data will be used to determine if the offer is fair and reasonable. Information provided by the Offeror may remain confidential and proprietary in accordance with HRS §92F-13(3)."

C. Notary Requirement

Delete Section 8.4(a) of the General Instructions to Offerors dated 02/09/2017 in its entirety and replace with the following:

“(a) Notarization

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

V. HAWAII COMPLIANCE EXPRESS (HCE)

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

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

VI. HAWAII BIDDER/OFFEROR PREFERENCE

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

THIS IS A CITY AND COUNTY OF HONOLULU SOLICITATION. Bidders/Offerors shall not use any other Hawaii Bidder/Offeror Certification form except the form provided in the solicitation. Hawaii Bidder/Offeror Preference Certifications submitted for previous or other solicitations shall not be accepted.

The preference shall only apply if the total bid or offer price is less than \$10,000,000.00. The preference shall only apply when at least one (1) qualified Bidder/Offeror competes against at least one (1) Bidder/Offeror that does not qualify for the preference. The preference shall not be applied if all bidders/offerors are Hawaii Bidders/Offerors.

Upon the City’s written request, the Bidder/Offeror shall provide sufficient documentation to the City to demonstrate full compliance with this preference. The documentation must be provided within the time stated in the request.

Award shall be made at the Bidder’s/Offeror’s bid/offer price and not at the reduced evaluated price. During the contract period, failure to maintain the Hawaii Bidder/Offeror qualifications shall cause a reduction of price equal to the value of the preference

applied and may constitute cause for debarment pursuant to Hawaii Revised Statutes §103D-702.



CITY AND COUNTY OF HONOLULU

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

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

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

under penalty of perjury that:

1. The Hawaii Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii that has been staffed by the Hawaii Bidder/Offeror or an employee of the Hawaii Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals; and
2. The bid or proposal in response to Solicitation No. _____ is submitted under the name under which the Hawaii Bidder/Offeror is authorized to do business in the State of Hawaii; and
3. Not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed in the State of Hawaii; and
4. The Hawaii Bidder/Offeror will maintain these qualifications throughout contract performance; and
5. If the Hawaii Bidder/Offeror is a joint venture, the Hawaii Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs 1, 2, 3, and 4 above.

I hereby certify under penalty of perjury that the above statement is true. Any changes in eligibility shall be reported to the Officer-in-Charge or the contact person identified in the solicitation. I agree to maintain the above qualifications throughout contract performance. I acknowledge that failure to maintain the above qualifications triggers a reduction of price equal to the value of the preference applied and may be cause for debarment of the Hawaii Bidder/Offeror pursuant to Hawaii Revised Statutes §103D-702.

(Signature)

(Date)

NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT

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

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

WITNESSETH THAT:

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

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

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

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

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

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions ("GTC")

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

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

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

Such payments shall be provided from the following funds:

Federal Funds [Dollar Amount]

City Funds [Dollar Amount]

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

APPENDIX A: SCOPE OF WORK

I. PROJECT

Pre-Employment Suitability Screening and Psychological Evaluations for the Honolulu Police Department (HPD).

II. OVERVIEW

The CONTRACTOR shall provide professional services to conduct Pre-Employment (Post-Conditional Offer of Employment) Psychological Evaluations of the HPD Metropolitan Police Recruit (MPR) Police Communications Officer (PCO) and Police Services Officer (PSO) applicants for the HPD. Services shall include the interpretation of specified standardized psychological screening and assessment instruments administered by the HPD, review psychological assessments and tests, online interviews with applicants, and the production of reports of screening and evaluation results as described below.

This requires written reports be submitted to the HPD identifying whether applicants are “Qualified” or “Not Qualified” and a narrative explanation of applicants found to be “Not Qualified” for employment.

III. SCOPE OF SERVICES

Pre-Employment Suitability Screenings and Psychological Evaluations for the HPD require interplay between the HPD and CONTRACTOR with the HPD’s Human Resources Division providing administrative oversight and logistical support and the CONTRACTOR providing professional services as listed below:

A. The HPD shall:

1. Purchase all testing materials to include; the California Psychological Inventory (CPI), the Supplemental Psychological History Questionnaire (PsyQ) and the Minnesota Multiphasic Personality Inventory 3 - (MMPI-3).
2. Obtain informed consent of the applicant to participate in the Post-Conditional Offer of Employment (post-COE) psychological evaluation. Informed consent shall include a description of the nature and scope of the screening, the limits of confidentiality, and written authorization to release information to the HPD.
3. Administer and proctor testing, as may be required.
4. Score psychological tests.
5. Notify the CONTRACTOR in a reasonable amount of time prior to the referral of applicants that the CONTRACTOR’s services are required to conduct post-COE psychological evaluations of MPRs, PCOs and PSOs.

6. Provide the CONTRACTOR a list of names of applicants for post-COE psychological evaluations, along with results of the tests administered at the time the service by the CONTRACTOR is required.
7. Provide all available background information on each applicant at the time the service by the CONTRACTOR is required.
8. Schedule post-COE applicants for evaluation interviews in batches as mutually agreed upon between the HPD and the CONTRACTOR.
9. Ensure test materials are secure at all times and test results are kept confidential and used only for vetting potential employment with the HPD. Test results may not be used for any other purpose than employment consideration for the position for which the applicant applied and for the current instance of application.
10. Maintain psychological records as medical records, independent of personnel records.
11. The HPD Human Resources Division (HRD) shall maintain oversight of the Pre-Employment Psychological Evaluation Program and monitor contract performance.

B. The CONTRACTOR shall:

1. Ensure applicants have been informed about the post-COE psychological evaluation and informed consent and authorization to release results of the evaluation has been documented.
2. Conduct online post-COE psychological evaluations through a review of the PsyQ, CPI and MMPI-3. Additionally, a semi-structured interview shall be conducted using a Psychological History Report. Upon completion of the psychological evaluation, a report shall be rendered providing a professional opinion of whether the applicant is psychologically qualified to perform the essential job tasks of the position for which he or she applied.
3. The CONTRACTOR shall ensure the applicant's compliance with HRS §134-7 as pertains to possession of a firearm or publish a report indicating non-compliance.
4. Provide written results of post-COE psychological evaluations to HPD staff through a HIPAA-complaint platform (i.e. Dropbox).
5. Provide consultation to the HPD administration and/or testimony on behalf of the HPD, upon request, pertaining to psychological issues related to the employment process, including conferring or providing testimony in a legal proceeding.

6. Usage Report

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

C. Minimum Qualifications

1. All psychologists who are to perform the work stated herein shall meet the following minimum qualifications:

a. Experience

At least one (1) year of experience administering and evaluating law enforcement psychological testing for applicants. Experience should include use of the following assessments:

- 1) Minnesota Multiphasic Personality Inventory (MMPI-3)
- 2) California Psychological Inventory (CPI)
- 3) Psychological History Questionnaire (PsyQ)
- 4) Supplemental Psychological History Questionnaire (SPHQ)

b. Maintain an active license for the independent practice of psychology in the State of Hawaii. If any license is revoked or terminated, the CONTRACTOR shall notify the HPD immediately.

c. Maintain professional liability (malpractice) insurance.

2. The CONTRACTOR shall provide services consistent with current HPD policies, including Policy 3.13, applicable Manuals of Procedures (MOP), guidelines on Pre-Employment Psychological Evaluations, and International Association of Chiefs of Police guidelines. See Exhibits 2 and 3.

3. The CONTRACTOR and all psychologists shall sign and follow a CONFIDENTIALITY AGREEMENT. A sample is attached as Exhibit 4.

4. Upon the City's request, the CONTRACTOR shall provide material to substantiate these qualifications within three (3) business days.

D. Subcontracting

1. During the term of the contract, if approved by the Officer-in-Charge, the CONTRACTOR may subcontract with State of Hawaii licensed clinical psychologists. The subcontractors, if any, shall meet the following requirements:

b. Experience

At least one (1) year of experience administering and evaluating law enforcement psychological testing for applicants. Experience should include use of the following assessments:

- 1) Minnesota Multiphasic Personality Inventory (MMPI-3)
- 2) California Psychological Inventory (CPI)
- 3) Psychological History Questionnaire (PsyQ)
- 4) Supplemental Psychological History Questionnaire (SPHQ)

b. Maintain an active license for the independent practice of psychology in the State of Hawaii. If any license is revoked or terminated, the CONTRACTOR shall notify the HPD immediately.

c. Maintain professional liability (malpractice) insurance.

d. Sign and follow a CONFIDENTIALITY AGREEMENT. A sample is attached as Exhibit 4.

2. The CONTRACTOR shall maintain oversight of subcontractors and shall be responsible for all work performed by subcontractors.

EXHIBIT 2

HPD POLICY NUMBER 3.13

HONOLULU POLICE DEPARTMENT
POLICY
HUMAN RESOURCES AND TRAINING

July 6, 2018

Policy Number 3.13

PSYCHOLOGICAL EVALUATIONS

POLICY

A psychological evaluation may be required to identify any psychological trait, factor, or condition which may interfere significantly with an employee's ability to carry out duties in accordance with departmental rules, regulations, directives, or traditions.

PROCEDURE

I. OBJECTIVES OF AN EVALUATION

- A. To reduce the likelihood of an employee engaging in behavior harmful to self or others.
- B. To provide information about an employee's emotional or mental health when there exists a question, due to behavioral abnormalities, about the person's ability to represent the department or when mental disability is reasonably suspected.
- C. To help determine an employee's suitability for carrying and using firearms or other weapons or operating a departmental vehicle.

II. USE OF EVALUATIONS

Psychological reports are to be kept confidential and used only by personnel authorized by the Chief of Police. They are only advisory and shall not be the sole basis for administrative decisions. They are intended to provide a guideline:

- A. As to the employee's ability to carry out duties due to psychological factors;
- B. About the advisability of recommended psychological intervention for an employee whose performance places the operation of the department at risk; and/or

- C. In administrative proceedings, about the advisability of mandatory psychological interventions, including individual counseling, family violence or substance abuse treatment, anger management, or comprehensive tactical intervention.

III. REFERRAL FOR PSYCHOLOGICAL EVALUATION

The Chief of Police can authorize a mandatory evaluation based on a request from the Administrative Review Board as part of an administrative action or from the employee's element commander.

A. Referral by the Administrative Review Board

The Administrative Review Board may request a psychological evaluation as part of an administrative action for an employee showing behavioral signs of distress or impairment or when mental instability is reasonably suspected. The signs should indicate that the behavior of the employee:

1. Poses a threat to self or others;
2. Produces a significant, negative impact on the employee's ability to perform; and/or
3. Produces a significant, negative impact on the operations of the element.

B. Referral by Commander

1. If an employee has a series of problematic behaviors (e.g., have occurred numerous times over a period of time, have increased in nature/severity, or occur in multiple areas of their job performance) that lead the element commander to conclude that intervention is necessary, the commander should complete the HPD's Employee Early Recognition System (EERS). Refer to Policy 3.12, EMPLOYEE EARLY RECOGNITION SYSTEM, for guidance with the completion of the employee behavior review. The EERS should include examples of the employee's problematic behaviors before submitting a request for the psychological evaluation.

2. The commander may request a psychological evaluation for an employee who shows behavioral signs of distress or impairment or when mental instability is reasonably suspected. The signs should indicate that the behavior of the employee:
 - a. Poses a threat to self or others;
 - b. Produces a significant, negative impact on the employee's ability to perform; and/or
 - c. Produces a significant, negative impact on the operations of the element.
3. Incidents of questionable behavior, as well as counseling and/or disciplinary measures (including the completed EERS report), must be documented in the commander's referral request to the Chief of Police (see the attachment for formatting).

IV. THE POLICE PSYCHOLOGIST

- A. The police psychologist must be consulted to ensure that the behavioral problems are likely to stem from serious psychological distress, crisis, or disorder. Disciplinary problems, supervisor-subordinate conflict, management problems, and minor character problems do not justify mandated psychological intervention.
- B. The police psychologist shall review the request that is submitted by the Chief's Office and assess the behavioral signs in a discussion with the employee. The police psychologist will determine if the signs are:
 1. Indicative of risk or harm to self or others; and/or
 2. Leading to the employee's inability to perform; and
 3. Stemming from psychological problems or mental disorder rather than being context-related.
- C. The police psychologist's findings will be summarized and a recommendation given in a report submitted to the Chief of Police.

- D. The police psychologist shall provide element commanders with an annual review of the process for mandatory psychological evaluations.

V. SCHEDULING OF EVALUATIONS

- A. If the Chief approves the psychological evaluation, the employee will be served an order from the Chief to undergo an evaluation. Failure to report for the evaluation will lead to disciplinary action.
- B. The employee's element commander shall inform the employee about the reason or reasons for referral. The employee's immediate supervisor serving the order will treat the information about the evaluation as confidential.
- C. Appointments for mandatory psychological evaluations shall be coordinated through the department's police psychologist. A referred employee shall meet with the police psychologist to discuss the advisability of the evaluation and the evaluation procedures and his or her specific rights.
- D. The evaluator will be a qualified, Hawaii-licensed clinical psychologist, preferably with experience in police issues, on contract with the department. Additionally, the fee will be charged to the department.
- E. The employee evaluated shall incur no expenses for the evaluation and shall be reimbursed for all personal costs directly associated with the evaluation in accordance with departmental reimbursement guidelines.
- F. An evaluation normally requires about six hours of appointment time. However, more time may be required thus necessitating additional appointments.

VI. STRUCTURE OF EVALUATIONS

- A. Other individuals, such as legal counsel, may not be present during the evaluation without the express permission of the evaluator.

- B. The employee will be asked to sign a consent form advising him or her about the purpose of the evaluation and limits of confidentiality. The evaluated employee shall be clearly advised by the evaluator that the evaluation is the property of the referring authority, the Chief of Police, and that confidentiality does not exist in the context of the employee's relationship with the evaluator.
- C. If the employee being evaluated is not reasonably cooperative, it will be reported to the referral source and shall be treated as failure to obey a lawful order.
- D. The evaluator will promote an effective evaluation by using multiple data sources, including a thorough/structured psychiatric interview, with verbatim notes and behavioral observations, standardized psychological tests, interviews with relatives and/or supervisors, as advisable, and police records, including previous evaluations and investigators' reports.
- E. The evaluator may be provided with specific questions to be answered by the psychological report. These questions will be composed by the police psychologist on the basis of the referral request.
- F. An employee directed to undergo a mandatory evaluation may request a copy of the list of referral questions and arrange for an evaluation from another source, paid for by the employee. This does not relieve the employee from the duty of undergoing the mandatory evaluation ordered by the department.

VII. REPORTS AND RETENTION

- A. The evaluator's report shall be directed to the police psychologist.
- B. The evaluated employee will be notified by the police psychologist when the report is received. The police psychologist will provide feedback to the employee upon request.
- C. The police psychologist will review and summarize the report with final recommendations in a confidential memorandum to the Chief of Police.

- D. A copy of the evaluation report will not be released without written approval of the Chief of Police.
- E. The psychological evaluation record will be kept in a locked file for a period of seven years after the last data entry. After that time, the report will be destroyed unless there is litigation involved.

VIII. APPEAL AND REEVALUATION

- A. The evaluated employee may forward to the police psychologist a copy of an evaluation obtained from other sources that answers the original questions provided to the departmental evaluator.
- B. In situations where the validity of the fitness-for-duty evaluation is determined by the police psychologist to be questionable or insufficient, another evaluation can be scheduled at no cost to the employee.
- C. If the objectivity of the evaluating psychologist or police psychologist is questioned, or if a conflict of interest is apparent, a reevaluation by a psychologist not connected with the department will be recommended at no cost to the employee.
- D. After completion of therapeutic intervention, the employee may have another departmentally funded posttreatment evaluation to determine their fitness for duty.


FOR SUSAN BALLARD
Chief of Police

Attachment

Post on bulletin
board for one week

Policy first issued
October 4, 1995

FORMAT FOR PSYCHOLOGICAL EVALUATION REQUEST

TO: _____, CHIEF OF POLICE

VIA: _____, DEPUTY CHIEF OF POLICE

_____, [Requesting element's assistant chief]

FROM: [Commander's name, element]

SUBJECT: REQUEST FOR PSYCHOLOGICAL EVALUATION OF [person's name]

In order to ensure safe and competent police service to the community, as well as the welfare of the employee named, I am requesting a psychological evaluation.

SYNOPSIS OF QUESTIONED BEHAVIOR: [Insert detailed synopsis]

DOCUMENTED INCIDENTS OF INAPPROPRIATE BEHAVIOR: [Insert details of incidents]

DOCUMENTED COUNSELING AND DISCIPLINARY MEASURES FROM THE EMPLOYEE'S SUPERVISORS: [Insert detailed synopsis. Did employee show any improvement after counseling by supervisors? Was the employee encouraged to seek confidential help from the police counselor (HSU), the police psychologist, a chaplain, or the City and County of Honolulu's Employee Assistance Program? Include a copy of the EERS Report.]

SUMMARY OF MY CONFERENCE WITH THE EMPLOYEE: [Insert detailed synopsis]

I have advised the employee to seek help voluntarily from the sources provided by the department.

I have conferred with the police psychologist on the advisability of requesting this evaluation.

Date

Signature

Element

EXHIBIT 3

MANUAL OF OPERATIONS NO. 510-08

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

1 of 10

I. POLICY

The psychological evaluation is one component of the overall selection process.

A psychological evaluation is required for all applicants for the position of Metropolitan Police Recruit (MPR) and Police Radio Dispatcher (PRD) to determine the applicant's emotional stability and psychological suitability for the position for which they are applying.

Only licensed psychologists trained and experienced in psychological test interpretation and law enforcement psychological assessment techniques may evaluate psychological screenings for MPR and PRD applicants.

A pre-employment psychological evaluation component is incorporated in the MPR Entrance Examination as a biodata screening, while a post-offer psychological evaluation will be administered by a licensed psychologist. The biodata screening, performed prior to a conditional offer of employment, will consider only non-medical background information and non-ADA sensitive psychological test results. PRDs are only administered the post-offer psychological evaluation. The post-offer psychological evaluations, conducted after a conditional offer of employment had been tendered, will include medical information, non-medical background not previously available, and results of all psychological tests administered.

Access to the results of pre-employment psychological evaluations will be granted only to personnel with an official on a need-to-know basis.

II. REFERENCES

International Association of Chiefs of Police Guidelines.

Pre-Employment Psychological Evaluation Services Guidelines, 2004.

The Standards Manual of the Law Enforcement Accreditation Program, Commission on Accreditation of the Law Enforcement Agencies (CALEA).

Standard No. 32.2.8, Emotional Stability/Psychological Fitness Examinations.

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

2 of 10

III. RESPONSIBILITIES

A. Police Psychologist shall:

1. Maintain responsibility for and oversight over the pre-employment psychological evaluation program.
2. Provide expert consultation in the application of current psychological theory, principles, and techniques to employment selection.
3. Upon request from the Career Center, schedule appointments for pre-employment screenings and evaluations
4. Conduct pre-employment suitability screenings and psychological evaluations.
5. Supervise psychologists conducting pre-employment screenings and evaluations.
6. Maintain privacy of information provided to the Police Psychologist by the applicant.
7. Maintain the reports of pre-employment screenings, evaluations, and related documents.
8. Release information to third parties when appropriate.

B. Contract Psychologist:

1. HPD may contract psychologists to assist in performing pre-employment psychological evaluations. The contract psychologist shall conduct screenings/evaluations in accordance with this MOP and shall provide a written report of screenings/ evaluations to the Police Psychologist. The contract psychologist will not maintain test materials, copies of screening or evaluation reports, or test data.

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

3 of 10

C. Police Psychological Assistant shall:

1. Purchase and maintain all test materials necessary for psychological testing, including test booklets, forms, and computerized test scoring administrations.
2. Maintain a supply of the following materials as necessary to satisfy testing requirements booklets and answer forms):
 - a. California Psychological Inventory (CPI) Police and Public Safety Report
 - b. State-Trait Anger Expression Inventory (STAXI) Police and Public Safety Report
 - c. Personal History Questionnaire (PHQ)
 - d. Minnesota Multiphasic Personality Inventory-2 (MMPI-2 RF) Revised Personnel System
 - e. Personality Assessment Inventory (PAI) Police and Public Safety Report
 - f. Psychological History Questionnaire (PSYQ)
 - g. Supplemental Psychological History Questionnaire (Supplemental PSYQ)
3. Schedule and coordinate with the Career Center when requested, all pre-employment psychological test administrations, suitability screenings, and interview appointments.
4. Ensure security of psychological test materials.
5. When requested, proctor psychological test administration.
6. Ensure scoring of the psychological tests and questionnaires.
7. Update the Career Center applicant tracking database, as necessary.

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

4 of 10

8. Maintain psychological evaluation report files and make disposition, as appropriate.
9. Prepare studies and reports of psychological evaluation results, as required.
10. Constantly monitor processing changes published by the Career Center, coordinate any changes with the psychologists, and maintain a current schedule of "Important Psych Dates" to be published and distributed as changes occur.

D. Career Center shall:

1. Prepare a recruitment calendar and coordinate psychological testing with the contracted police psychologist and Police Psychological Assistant.

IV. STANDARDS AND GUIDELINES

A. Police Psychologist

1. The Police Psychologist shall meet with the applicant(s), and provide instructions for testing (See Enclosure 1). An explanation for the use of the Personal History Questionnaire and instructions pertaining to reviewing the PHQ Summary Report and providing clarification of admissions will also be discussed.
2. The Police Psychologist shall review the Informed Consent, Authorization to Release Information, and Acknowledgement (See Enclosure 2) with applicants at the "Pre-Offer" testing session and witness the applicant's signature.
3. The Police Psychologist shall perform a pre-offer suitability screening, including a review of the applicant's non-medical background, PHQ, CPI, and STAXI, and provide a Report of Pre-Offer Suitability Screening (Enclosures 6 and 7) to the Career Center.
4. The Police Psychologist shall provide a suitability rating of Low, Moderate, or High risk and provide a written justification for the rating of High Risk.

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

5 of 10

5. The Police Psychologist shall be available to the Career Center for consultation and recommendations on extending a Conditional Offer of Employment.
6. The Police Psychologist shall meet with the applicants for the "Post-Offer" testing session and provide instructions for the testing (See Enclosures 8 and 8a).
7. The Police Psychologist shall review the Verification of Informed Consent, Authorization to Release Information, and Acknowledgement (See Enclosure 9) with applicants at the "Post-Offer" testing session and witness the applicant's signature.
8. In the event that psychological test results are invalid and uninterpretable, the psychological evaluation shall be considered administratively incomplete and processing of the applicant may be discontinued. The applicant may request to undergo psychological testing again at the next regularly scheduled pre-offer test administration. Re-administration of the full battery of tests, i.e., pre and post offer, will be required.
9. The Police Psychologist shall perform a psychological evaluation, including review of background information (not previously considered in the pre-offer psychological screening), interpretation of psychological test results, and interview, and shall provide a report of evaluation to the Police Psychological Assistant (See Enclosure 13 and 14).
10. The Police Psychologist shall provide a suitability rating for each applicant of either Qualified or Non-Qualified. If Non-Qualified, the Police Psychologist shall provide a brief justification. Processing of an applicant with a Pre-Employment Psychological Evaluation suitability rating of Non-Qualified shall be discontinued. This rating will be valid for a period of 12 months from the date of the report.
11. The Police Psychologist shall provide a copy of the completed Pre-Employment Psychological Evaluation Report to the Psychological Assistant.

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

6 of 10

12. All original records pertaining to the pre-employment psychological evaluation shall be maintained by the Police Psychologist. A copy of the report will not be released outside of the Human Resources Division.

B. Police Psychological Assistant

1. The Police Psychological Assistant shall maintain adequate supplies of all test material.
2. The Police Psychological Assistant shall, upon request, schedule testing appointments for the applicants and assemble needed test materials.
3. The Police Psychological Assistant, with the assistance of the Career Center personnel, will present test materials necessary for psychological testing to the applicants and proctor test administration, ensuring secure transportation and storage of test materials.
4. A copy of the Informed Consent, Authorization to Release Information, and Acknowledgment (Enclosure 3) will be provided to each applicant.
5. The Police Psychological Assistant shall file the signed Informed Consent, Authorization to Release Information and Acknowledgment forms in the respective applicant's Career Center psychological folder.
6. Following administration, the Police Psychological Assistant shall score the CPI, STAXI and PHQ, and file the test results in the applicant's Career Center Psychological file.
7. The Police Psychological Assistant shall screen the CPI for validity (GI above 60, initiate Validity Profile Sheet, Enclosure 4) and refer the results to the Police Psychologist when the results appear invalid.
8. The Police Psychological Assistant shall co-ordinate and schedule the re-administration of psychological tests between the applicant and the Police Psychologist when deemed necessary by the Police Psychologist.

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

7 of 10

9. The Police Psychological Assistant shall prepare the PHQ Packet (See Enclosures 5 a-e) and present the packet to the Career Center receptionist.
10. Following a Conditional Offer of Employment, the Police Psychological Assistant shall schedule applicants for administration of the MMPI-2 RF, PAI, PSYQ and Supplemental PSYQ.
11. A copy of the Verification of Informed Consent, Authorization to Release Information, and Acknowledgement (Enclosure 10) shall be provided to each applicant.
12. The Psychological Assistant shall file the signed Verification of Informed Consent, Authorization to Release Information, and Acknowledgement form in the respective applicant's Career Center psychological folder.
13. The MMPI-2 RF, PAI, PSYQ, and Supplemental PSYQ shall be administered post-offer and proctored by the Police Psychological Assistant with the assistance of the Career Center personnel.
14. The Psychological Assistant shall ensure scoring of all psychological test materials, including the PSYQ, and prepare applicant files for review by the Police Psychologist.
15. The Police Psychological Assistant shall screen the MMPI-2 RF and PAI for validity (MMPI-2 RF Validity scale scores above 70 and/or PAI validity score at or above 68) and refer the results to the Police Psychologist when the results appear invalid.
16. The Psychological History Report for all applicants will be provided to the Career Center Receptionist.
17. In the event that medical background information is incomplete, e.g., missing medical records for review, at the time of the psychological evaluation interview, a rating shall not be given. The Police Psychologist shall advise the applicant of the necessary documentation. The applicant shall be given a reasonable time to submit the required documents. The Pre-Employment Psychological Evaluation will be incomplete until the missing documents

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

8 of 10

are reviewed and the report completed. If the required documents are not received within the specified period, the Pre-Employment Psychological Evaluation shall be terminated, no suitability rating shall be provided, and the evaluation shall be considered administratively incomplete. The Career Center shall determine when the applicant may be re-considered.

18. The Police Psychological assistant shall:

- a. Make two copies of the Pre-Employment Psychological Evaluation Report.
- b. Stamp "COPY" on all three copies.
- c. File the original report in the applicant's Career Center psychological folder.
- d. Give one "COPY" to the detective assigned to process the respective applicant.
- e. Give one "COPY" to the Career Center.
- f. Maintain the original report in the Career Center psychological evaluation report file.

19. Original reports of the pre-employment psychological evaluations, and all related documents, for applicants who were hired, will be retained indefinitely by the Human Services Unit in a file marked "active." Reports pertaining to applicants who were hired, but subsequently terminated will be retained indefinitely in a file marked "inactive." Reports pertaining to applicants who were not hired will be retained for ten years after the last contact with the applicant.

20. Following final selection, all remaining copies of the report, other than the original and one Career Center copy, will be destroyed.

Career Center

1. The Career Center receptionist shall present the PHQ Packet to the respective applicant upon return of their HPD Personal History Statement to the Career Center.
2. The applicant shall be required to review the PHQ according to the PHQ Summary Report Instruction to Applicant. This includes making corrections as appropriate and providing clarification of PHQ

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

9 of 10

admissions. The applicant shall be required to return the PHQ packet to the Career Center at the time of their scheduled clarification interview with the Career Center detective.

3. The Career Center detective shall perform a clarification interview with the respective applicant and shall document results of the background investigation, including results of the clarification interview, in the applicant's Career Center file.
4. The Career Center shall prepare and distribute a letter to each applicant providing the date, time, and location of post-psych testing and the date and time of their individual interview with the Police Psychologist.
5. The Career Center shall assign selected applicants an appointment according to the schedule provided and provide the final appointment schedule to the Police Psychologist.
6. When the applicant arrives for the interview with the psychologist, the Career Center receptionist will:
 - a. Greet the applicant and give the applicant a copy of the psychologist's written instructions (See Enclosure 11) and "Psychological History Report" (Enclosure 12).
 - b. Notify the psychologist when the applicant has completed reviewing the Psychological History Report.
7. When an applicant receives a Non-Qualified Pre-Employment Psychological Evaluation rating, the detective assigned for processing the respective applicant shall:
 - a. Compose a non-suitable report and obtain approval from the Recruitment Lieutenant to discontinue processing.
 - b. Upon approval, notify the polygraph examiner and cancel the polygraph examination.
 - c. Notify the applicant that processing has been discontinued and cancel any future appointment times.
8. Following approval by the Recruitment Lieutenant to discontinue an applicant's processing, the Career Center

HUMAN RESOURCES DIVISION

MOP NO. 510-08



SUBJECT

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

DATE

2-15-2018

PAGE

10 of 10

shall prepare a non-suitable letter to be sent to the applicant as soon as possible.

9. Following the notification of hire and prior to the start of the academy class, the original Pre-Employment Psychological Evaluation report and all related materials, e.g., test answer sheets, test protocols, shall be removed from the applicant's Career Center folder and given to the Psychological Assistant for retention by the Human Services Unit.
10. Copies of Pre-Employment Psychological Evaluation Reports stored by the Career Center will be destroyed not more than five years after the last contact with the applicant.

EXHIBIT 4

SAMPLE CONFIDENTIALITY AGREEMENT

Date

TO: PSYCHOLOGIST
C/O HUMAN SERVICES UNIT

FROM: ASSISTANT CHIEF OF POLICE ADMINISTRATIVE BUREAU

SUBJECT: CONFIDENTIALITY AGREEMENT

I, XXXXX (Psychologist), understand that all information (e.g., personnel history records, test scores and reports, electronic data, etc.) provided to me and my subcontractors in the course of conducting preemployment evaluations (Contract No. XXXXX), fitness-for-duty psychological evaluations (Contract No. XXXXX) and or On-call for Critical Incidents for the Honolulu Police Department (HPD) is considered confidential in nature and belongs solely to the HPD. I understand that I have no rights to this information and acknowledge that I do not have permission to use this information outside of the purpose of conducting these evaluations and reporting the results back to the HPD. I agree not to make any copies of these documents whether in paper, electronic, or photographic formats.

I, XXXXX (Psychologist), understand that I will have unmonitored access to personal information for applicants to the HPD. I agree to take appropriate precautions to prevent any disclosure, whether intentional or accidental. This may include (but is not limited to) working in private areas, using a secured internet access, protecting the passwords provided by the HPD, sufficiently safeguarding any computer equipment used in completing these evaluations, and limiting the access to these files to those directly involved in the evaluations.

If it comes to my attention that the security of these records has been compromised, I agree to immediately notify my contact at the HPD. If I have a need to request an exception to this agreement, I will submit my request in writing and wait to receive written approval before taking any further action.

Assistant Chief of Police
Administrative Bureau

APPENDIX B: TERM/SCHEDULE OF WORK

I. TERM OF THE CONTRACT

The term of the contract shall be for a period of twelve (12) months, and shall begin on the date stated in the Notice to Proceed. Further, by mutual agreement between the parties hereto, the contract may be extended on a month-to-month or term basis, not to exceed a twelve (12) month extension at a time, for an additional period or periods not to exceed a total of forty-eight (48) months. Any extension to the contract is subject to availability of funds, and will be at the same contract unit prices and under the same terms and conditions as specified herein.

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

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

II. TIME OF COMPLETION

- A. The CONTRACTOR shall conduct a Pre-Employment Psychological Evaluation within twenty (20) calendar days of the Delivery Order date or as approved by the Officer-in-Charge.
- B. The CONTRACTOR shall provide written results of the Psychological Evaluation (Official report) to the HPD HRD within five (5) calendar days after the CONTRACTOR completed the evaluation.

**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION
DOCUMENT AND SUBMITTED AS THE OFFEROR'S BID.**

The Offeror shall not include samples or descriptive literature unless expressly requested. Any unsolicited samples, descriptive literature, or attachments will not be examined or tested, and will not be deemed to vary any of the City's provisions or requirements.

APPENDIX C: PRICING/CERTIFICATIONS

Offeror's Legal Business Name

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

SOLICITATION NO. RFB-HPD-2018407

The undersigned hereby agrees to complete the specified work herein, at the bid prices quoted below, in strict compliance with this Appendix C, Appendix A: Scope of Work, Appendix B: Term/Schedule of Work, Appendix D: Special Provisions and Appendix E: General Terms and Conditions attached hereto and by reference made a part thereof.

ITEM NO.	DESCRIPTION	EST QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Pre-Employment Psychological Evaluations	720	Each	\$_____	\$_____

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of the City and County of Honolulu.

It is also understood and agreed that the bid prices include all taxes which shall be applicable to the products or services or the furnishing, sale or purchase thereof whether assessed against, chargeable to or payable by the City and County of Honolulu or any of its agencies or the undersigned.

It is also understood and agreed that unless otherwise specified in the solicitation, prices offered shall be based on f.o.b. place of destination and shall include all applicable freight, delivery, handling and related charges.

It is also understood and agreed that the Offeror agrees to submit its offer in accordance with the General Instructions and the General Conditions attached hereto by reference. Since

the instructions shall apply to the solicitation only, the instructions shall not be included as a part of the contract.

It is also understood and agreed that the Director of Budget and Fiscal Services reserves the right to accept or reject any or all offers if, in the Director's opinion, such acceptance or rejection will be in the best interest of the City and County of Honolulu.

The Offeror further understands and agrees that by submitting this offer, the Offeror is declaring that its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and that the offer is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check one only)**

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;

OR

☐ A **Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii.

State of Incorporation or Organization: _____

Offeror is: ☐ Sole Proprietor; ☐ Partnership; ☐ Corporation; ☐ Joint Venture;

☐ Other: _____

Respectfully submitted,

Offeror's Legal Business Name

Signature

Print Name and Title of Above

Business address: _____
(Street Address)

City, State, Zip Code: _____

Business mailing address:
(If other than address above)

City, State, Zip Code:

Payment mailing address:
(If other than address above)

City, State, Zip Code:

Business Telephone No:

Business Cellular No:

Business Fax No.:

Business E-Mail Address:

Person to Contact if Awarded:

Last 4 numbers of Federal Identification No.: XX-XXX

- Or - Last 4 numbers of Social Security No. if Sole Proprietor: XXX-XX-

**CERTIFICATE OF ACCEPTANCE
OF SOLICITATION REQUIREMENTS**

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

1. The Offeror has read this solicitation document including any addenda, in its entirety;
2. The Offeror understands and agrees to furnish, deliver, and perform the requirements of the solicitation in strict compliance with the solicitation document as amended, including any specifications, plans, and scope of work descriptions, without any exceptions, if awarded a contract;
3. The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;
4. The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;
5. The Offeror will make all modifications or customizations to the brand and model being offered as necessary to meet all specifications, at no additional cost. Offeror guarantees that all modifications or customizations done to meet specifications shall not affect the quality or operation of the product; and
6. The Offeror understands that **FAILURE TO MEET CONTRACT REQUIREMENTS WILL CONSTITUTE A BREACH OF CONTRACT THAT MAY RESULT IN SUSPENSION OR DEBARMENT, AND THE EXERCISE OF RIGHTS AND REMEDIES AS PROVIDED BY LAW.** Contract requirements include any specifications, plans, and scope of work descriptions;
7. The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Offeror's Legal
Business Name: _____

Signature: _____

Title: _____

Date: _____

END OF APPENDIX C.

APPENDIX D: SPECIAL PROVISIONS

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

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

1. Chapter 5 – Construction Contract Provisions Supplement; and
2. Exhibits A through G and J through P.

B. Delete Section 2.10 Indemnity in its entirety and replace with the following:

“2.10 Indemnity

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

C. Delete Section 4.5, Payments, item (a) in its entirety and replace with the following:

“(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency, Attention: Fiscal Officer. The invoices shall list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Payments will be computed in accordance with any applicable unit prices bid. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed.”

II. PAYMENTS AND FINAL PAYMENT

Proof of compliance with HRS 103D-328 and HRS 103D-310 may be through Hawaii Compliance Express (HCE) or by written clearance issued by the Hawaii Department of Taxation, Internal Revenue Service, Hawaii Department of Labor, and Hawaii Department of Commerce and Consumer Affairs.

III. PLACING OF ORDERS

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

IV. CONTRACTOR PERFORMANCE RECORDS

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

V. ESTIMATED QUANTITIES

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

VI. ANTI-DISCRIMINATION

In accordance with Section 1-11 of the Revised Ordinances of Honolulu 2021, as amended, the Contractor shall not engage in discriminatory practices for any work provided under this Agreement. Discriminatory practices are practices that discriminate on the basis of a classification protected by any federal, State, or City law, including retaliation for opposing discrimination or participation in an investigation or proceeding that alleges discrimination.

VII. HAWAII BIDDER/OFFEROR PREFERENCE

If the Contractor is subject to the Hawaii Bidder/Offendor preference and fails to maintain the requirements of a Hawaii Bidder/Offendor throughout the entirety of contract, the Contractor shall be subject to a reduction of price equal to the value of the preference applied. The City may also pursue debarment of the Contractor pursuant to Hawaii Revised Statutes §103D-702. Any changes in eligibility shall be reported to the Officer-in-Charge.

At any time during the contract, the City may request the Contractor to provide sufficient documentation to the City to demonstrate full compliance with the Hawaii Bidder/Offendor preference. The documentation must be provided within the time stated in the request.

APPENDIX E: GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the City and County of Honolulu dated 2/1/15

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 2/1/15 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at www.honolulu.gov/pur ; click on the link titled: " Instructions, Terms & Conditions".