

SOLICITATION NO. RFQ-ENV-1900033



**CITY AND COUNTY OF HONOLULU
REQUEST FOR QUOTES (RFQ)**

SOLICITATION CATEGORY: Goods/Services

DESCRIPTION: Furnish and Deliver Submersible Pump

REQUESTING AGENCY: Department of Environmental Services

QUESTIONS:

Requests for Clarifications/Substitutions shall be emailed to Jacqueline Arelliano at bfspurchasing@honolulu.gov.

SCHEDULE OF EVENTS:

Deadline for Substitution Requests/Questions	November 20, 2018
----------------------------------------------	-------------------

DEADLINE FOR OFFERS	November 23, 2018 14:00:00 HST
----------------------------	-------------------------------------------

INSTRUCTIONS TO OFFERORS:

1. General Instructions.

The General Instructions to Offerors dated 02/09/2017 shall apply and shall be incorporated by reference herein. Copies may be obtained online at www.honolulu.gov/pur; click on the link titled: "Instructions, Terms & Conditions".

2. Submit Bids on Vendor Self Service.

Offeror shall submit the offer electronically online on the City and County of Honolulu Vendor Self Service (VSS) system prior to the Deadline for Offers. Hardcopy or any other forms of submittal shall not be accepted. The link to VSS is <https://www5.honolulu.gov/webapp/VSSPSRV1/AltSelfService>.

3. Method of Award.

The City shall make award to the lowest responsive, responsible Offeror whose offer meets the requirements and criteria set forth in the solicitation.

All awards are subject to the availability of funding.

4. Examination of Pump.

To schedule an appointment to view the existing pump, the Offeror shall contact the following to arrange an inspection.

Point-of-Contact: Cory Kanagawa
Contact Number: (808) 768-5942

5. HCE Compliance.

To be considered for award, the Offeror must comply with applicable laws including Federal and Hawaii State tax, labor, and business registration requirements. To ensure compliance, the City recommends that the Offeror register with the State of Hawaii Compliance Express System (<http://vendors.ehawaii.gov>).

6. Cost Analysis Data.

The City reserves the right to request cost data to conduct a cost analysis. Pursuant to HAR §3-122-35 and §3-122-123, 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).

7. Brand Name/Model Number/Packaging.

The Offeror shall enter the brand name and model number in the "Brand Name/Model Number/Packaging" field for each item line when instructed. Failure to enter brand name and model number when instructed shall constitute cause for rejection of the offer.

8. Substitution Requests

Substitution requests shall be submitted by the deadline indicated in the Schedule of Events and shall be in accordance with Section 2.18, Request for Substitution, of the General Instructions to Offerors.

PRICING (COMMODITY INFORMATION):

The following price schedule shall be inclusive of all applicable taxes and FOB shipping fees.

Lot -	Description:		
Line:	Funish and Deliver a Submersible Pump.		
1 - 1			
	Qty: 1	Unit: EA	Unit Price: <i>Enter in</i> VSS

The following Evaluation Criteria shall be answered upon submitting the offer.

Evaluation Criteria Line: 1

Description: - Are Brand Name and Model Number entered in Step 1?

Answer Type: Yes/No

SCOPE OF WORK:

1. Overview.

Furnish and Deliver a Submersible Pump as specified herein for the Department of Environmental Services, City and County of Honolulu, Honolulu, Hawaii.

2. Technical/Performance Requirements.

- a. Make: Yeomans Series 9100 or approved substitute
- b. Model No.: 4123
- c. Serial No.: 7517016527-1
- d. Capacity: 950 g.p.m. at 97 ft.
- e. Type of Installation: Vertical
- f. Total Dynamic Head: 1750 r.p.m.
- g. Pump and Motor Assembly Material: Cast Iron
- h. Fastening Hardware: Stainless Steel
- i. Motor Frame: 250
- j. Power Cable Length: 30 ft.
- k. Operating Manual
- l. Warranty: Manufacturer's Standard

3. Responsibilities.

- a. Contractor shall ensure that the products are delivered intact to the delivery location. The City shall be held free from any and all responsibility, and not incur any additional costs or liability in the event any product as specified is lost, stolen, or damaged en route to its designated location.
- b. Contractor shall ensure that the products are ready to be installed, serviced, and in operational condition upon delivery. If the products do not comply with this condition, the Contractor shall be responsible for the replacement of the products at no additional cost to the City.
- c. Contractor shall ensure that the equipment is compatible with the existing pump to match the pumping rate. There shall be no modifications made to the equipment.
- d. The Contractor shall have an established facility to service and repair the furnished equipment. The facility must be AUTHORIZED BY THE MANUFACTURER OF THE EQUIPMENT to provide warrantied service and repairs. If the Contractor does not have its own facility, the Contractor shall designate a facility that is authorized by the manufacturer of the equipment.

The City may request a copy of the agreement between the manufacturer of the equipment being offered and the service and repair facility. In addition, if the service and repair facility is other than the Contractor's own, the City may request a copy of the agreement between the Contractor and the designated facility to provide service and repair under the manufacturer's warranty.

TERM / SCHEDULE OF WORK:

The furnishing and delivery of the pump as specified herein shall be delivered F.O.B. Destination within 120 calendar days from the issuance of the Purchase Order to the following location:

City and County of Honolulu
Department of Environmental Services
Kailua Wastewater Treatment Plant
95 Kaneohe Bay Drive
Kailua, Hawaii 96734

- Contractor shall coordinate deliver with the Point-of-Contact (POC) prior to Final Destination delivery.

Point-of-Contact: Mr. Cory Kanagawa
Phone No.: (808) 768-5942

- Upon receipt of delivered goods, POC reserves the right to reject and return damaged, defective, or over shipments of goods at the Contractor's expense.

- Contractor shall notify POC of any delays and/or backorders prior to shipment of items.
- Contractor shall unload and place the equipment at a reasonable location as designated by the POC.

SPECIAL PROVISIONS:

1. Certificate of Acceptance of Requirements (Online Response).

By submitting an online response, the Offeror acknowledges the following:

- The Offeror has read this solicitation document including any addenda, in its entirety;
- 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;
- The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;
- The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;
- 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
- 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;
- The person submitting the offer is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

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

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

- a. Delete GTC 4.5 Payments, section (a) in its entirety and replace it with the following:

“(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency, Attention: Fiscal Officer. The invoices must list the

following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Payments will be computed in accordance with any applicable unit prices bid. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed.”

- b. Delete GTC 5.4.6 Payment for Delivered Materials or Equipment in its entirety and replace it with the following:

“(a) No payment for any material or equipment that is affixed, movable or removable, delivered to the site of the work under the contract will be made until said material or equipment is incorporated into the parts of the project required to be constructed under the contract. Payment for the delivered material or equipment shall be included in the monthly progress payment under the appropriate cost item.

(b) Specialized or Special Ordered Materials, Equipment. The Officer-in-Charge may, to the extent provided for in the contract, include in the monthly estimate for progress payment the delivered cost of specialized materials, special ordered materials or equipment usable only for the contract. Such inclusion in the monthly estimate will be allowed only if all costs are substantiated by evidence of delivery and payment, and only for such materials or equipment as are specifically described or referred to in the contract as being the subject matter for such inclusion in the monthly estimate for progress payment. Payment to the Contractor shall not terminate the Contractor's responsibility or ownership of such materials or equipment until incorporated in place and accepted by the Officer-in-Charge. The Contractor shall be responsible for the safekeeping of such specialized materials or equipment until incorporated into the work and accepted by the Officer-in-Charge. The amount included for payment under this subsection shall be subject to the retention requirement.”

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

3. Contractor Performance Records.

The City shall maintain records pertaining to the Contractor's performance on contracts with the City. The Contractor shall be required to participate in performance assessment activities in accordance with a performance assessment plan that shall be prescribed by the City during 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.

4. Insurance (Not Required).

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

5. Purchase Option.

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

- a. The City must exercise the purchase option within 180 calendar days after the execution date of the Contract.
- b. The purchase option's quantity shall not exceed one hundred (100) percent of the initial quantity of the Contract.
- c. The purchase option shall be at the same contract unit prices and under the same terms and conditions.
- d. The total price of the initial purchase and purchase options shall not exceed \$100,000.

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

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 02/01/2015 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions". A copy may be obtained online at www.honolulu.gov/pur; click on the tab titled: " Instructions, Terms & Conditions".