

Honolulu Vendor Self Service, Request for Quote (RFQ) - GENERAL INSTRUCTIONS

The City and County of Honolulu shall hereinafter referred to as the "City".

1. UNIT PRICE

When a "Unit price" is requested, the Offeror shall enter its price for one (1) unit of the specified unit of measure. The Honolulu Vendor Self Services System shall calculate the Offeror's total amount based on the Offeror's unit price and the solicitation's specified quantity.

2. CONTRACT AMOUNT

When a "Contract Amount" is requested, the Offeror shall enter its lump sum price for the specified goods, services, or construction.

3. BID PRICES

Unless otherwise specified, bid prices shall be based on f.o.b. place of destination, and shall include all applicable taxes, freight, handling, delivery, and related charges.

4. ATTACHMENTS

All Attachments are incorporated and by reference made a part hereof this solicitation. Attachments can be downloaded and viewed by clicking on the "Attachments" button on the Solicitation Detail View page.

5. PREPARATION AND SUBMISSION OF A RESPONSE

(A) The Offeror agrees to furnish the items and/or services in accordance with the solicitation requirements.

(B) Time is of the essence and the time for delivery is a part of the response and must be adhered to. Time, stated in number of days, shall mean "calendar" days, and shall include weekends and holidays.

(C) Failure to examine any attachments and instructions shall be at Offeror's risk.

(D) Any response which contains omissions (unless otherwise specified or permitted), alterations, additions not called for, conditional bids, or irregularities of any kind may be rejected.

(E) Only responses submitted using the Vendor Self Service system shall be considered unless specified otherwise in the solicitation. Oral, telephonic, telegraphic, written, or faxed responses sent to the City shall not be considered.

(F) Offerors shall be responsible for registration and successful response submittal in the Honolulu Vendor Self Service.

6. TAX LIABILITY

Unless otherwise specified in the solicitation document, the Offeror shall include in its response and be responsible for paying all taxes, which shall be applicable to the goods, services, or construction or the furnishing and sale thereof. Offerors are directed to contact the Department of Taxation of the State of Hawaii for assistance as to whether the State of Hawaii excise tax, the applicable use tax, or other taxes will apply to the Offeror or contractor.

7. BRAND NAMES

Where the solicitation document specifies one or more manufacturer's brand names or makes of materials, devices, equipment or system; it is indicating a quality, style, appearance, or performance, or method of construction. The Offeror shall base their offer on one of the specified brands, makes, or method, or on an alternate brand, make, or method which has expressly been found to be equal or better by the City in the solicitation or by written addendum to the solicitation. Alternate brands, makes, or methods may be qualified through the submittal of a written request for substitution for review and approval. An alternate brand, make, or method approved for one solicitation is not to be considered as approved for any other solicitation. Offeror shall submit a written request for substitution no later than the deadline stated in the solicitation document. Requests received after the deadline will be denied. Unless otherwise specified, written requests for substitution must state all features of the proposed substitution that differ from the brand, model, make or method specified in the solicitation. The written request shall also include sufficient evidence to enable the City to evaluate each feature to determine if it is equal or better than specified brand, model, make or method.

8. AWARD OF CONTRACT

(A) Award will be made to the lowest responsive and responsible Offeror, unless otherwise specified herein.

(B) The City, subject to approval of the contractor (Offeror receiving award), reserves the right to increase or decrease the quantity specified herein for purchase at the same unit price and under the same terms and conditions as specified herein.

(C) The Director of Budget and Fiscal Services reserves the right to accept or reject any or all responses and to waive informalities and minor irregularities in responses received.

(D) A written Purchase Order mailed, or otherwise furnished, to the successful Offeror within the time for acceptance specified in the solicitation shall result in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the applicable laws of the State of Hawaii and the City and County of Honolulu.

9. BIDDER'S QUESTIONS

An Offeror having questions regarding this solicitation, including specifications, may submit those questions in writing to the Division of Purchasing. Questions must be submitted in writing and received by the Division of Purchasing no later than the date specified in the solicitation. If no date is specified, no later than three (3) City working days prior to the solicitation's close date. The City will respond in a timely manner to such questions. The City will not be obligated to reply to questions not received in writing or in a timely manner. Written request for clarifications shall be submitted by facsimile transmission to (808) 768-3299 or e-mailed to bfspurchasing@honolulu.gov.

10. TIME OF ACCEPTANCE

Unless otherwise stated in the solicitation, an offer may be withdrawn only if the City fails to award the contract within sixty (60) days of the date of solicitation opening.

11. CERTIFICATES OF COMPLIANCE

In accordance with HRS Section 103D-310(c), all Offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including chapters 237 (tax clearance), 383 (unemployment insurance), 386 (workers' compensation), 392 (temporary disability insurance), and 393 (prepaid health care). Proof of compliance 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. The Hawaii Compliance Express website is <http://vendors.ehawaii.gov> . The City reserves the right to award to the next lowest Offeror if all certificates and other required documentation are not submitted within time frames specified in the City's request.

12. PURCHASE ORDER TERMS & CONDITIONS

The City's Purchase Order Terms & Conditions 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](#)".