

**SOLICITATION DOCUMENT NO. RFB-HFD-938512**



**NOTICE TO OFFERORS**  
Request for Sealed Bids (RFB)

**Description:** Treadmills and Elliptical Machines

**Request Agency:** Honolulu Fire Department, City & County of Honolulu, Hawaii.

**COMPETITIVE SEALED BIDS** shall be received no later than:

**Close Time:** 14:00 HST

**Close Date:** January 29, 2016

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

This Procurement is funded with Federal Funds under the FY 2014 Homeland Security Assistance to Firefighters Grant.

Questions relating to this solicitation shall be emailed to Troy Wong at [bfspurchasing@honolulu.gov](mailto:bfspurchasing@honolulu.gov).

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WENDY K. IMAMURA  
Purchasing Administrator

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**NOTICE TO OFFERORS - SCHEDULE OF EVENTS**

All times indicated are Hawaii Standard Time (HST).

Deadline to Submit Request for Clarifications/Substitutions: January 20, 2016

Last Day to Issue Addenda: January 22, 2016

**DEADLINE FOR OFFERS:** 14:00 HST on  
January 29, 2016

## NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

### 1. General Instructions to Offerors for the City and County of Honolulu dated 8/1/13.

The General Instructions to Offerors for the City and County of Honolulu dated 8/1/13 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](http://www.honolulu.gov/pur); click on the link titled: " Instructions, Terms & Conditions".

### 2. Method of Award.

The City shall award a contract to the responsive, responsible Offeror with the lowest Total Sum Bid for each group. The City will only consider an offer with pricing on all items listed in a group. Offerors may submit a bid for one or more groups. All awards are subject to the availability of funding.

### 3. Bid Prices.

The bid prices for the group's equipment shall not include taxes, freight, delivery or installation costs.

Instead, each group shall have a lump sum bid item for all applicable freight, delivery and installation costs and a lump sum bid item for all applicable taxes.

### 4. Federal Debarment and Suspension

Pursuant to Executive Orders 12549 and 12689, The City shall not issue an award to any offeror who is listed on the government wide 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.

### 5. Sample of Contract.

A sample of the City & County of Honolulu's contract form is included as Notice to Offerors - Exhibit 1. Any questions regarding the City's contract form shall be submitted prior to the solicitation's deadline to submit Request for Clarifications/Substitutions.

**NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT**

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

THIS 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," and [CONTRACTOR'S LEGAL NAME] whose principal place of business is [CONTRACTOR'S ADDRESS], hereinafter referred to as the "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 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

### Minimum Requirements

The Contractor shall provide new and unused (no sample, display, demonstration or refurbished models) fitness equipment. All fitness equipment shall be **commercial grade quality**.

**Offerors may request that the City consider a substitute brand. The City reserves the right to require an in-person product evaluation for substitute brands prior to the brand being approved.**

**Offerors must submit requests for substitutions prior to the deadline listed in the Schedule of Events section.**

### **GROUP 1**

#### Treadmills

LifeFitness Integrity CLST, Matrix T3 & T5 Treadmill, Sub Green Series Fitness Treadmill: Full Commercial with LED Console Model # CIR-TM7000-G or approved substitute.

Minimum 0-15% incline, 120 volt only, minimum 4 horse power AC continuous duty motors, ergonomically correct handlebars and side rails, .5-14mph, heart rate monitor, shock absorption deck, , multi-ply belt system, minimum 400lb weight capacity, minimum running surface 20" X 60", welded frame, and wheels and leveling legs.

Must have a minimum 2 year limited warranty on parts and a minimum 5 year warranty on the frame. Must be able to supply repair service on the island of Oahu, Hawaii.

### **GROUP 2**

#### Elliptical Machines

Life Fitness Activate Series elliptical cross-trainer or approved substitute.

Auto start, 120 volt only (if electrical), self-powered, ergonomically-designed, moving arm handles, adjustable resistance levels, oversize non-slip pedals, LED display: speed, resistance level, heart rate, elapsed time, distance, calories, calories per hour; digital heart rate monitoring, maximum user weight 350 lbs., 2-year limited warranty.

Must have a minimum 2 year limited warranty. Must be able to supply repair service on the island of Oahu, Hawaii.

## APPENDIX B: TERM / SCHEDULE OF WORK

### Group 1 - Treadmills

The Contractor shall deliver, assemble and install the items at the following locations within sixty (60) calendar days of the City's issuance of a Notice to Proceed to the Contractor.

<b>Station #</b>	<b>Station name</b>	<b>Address</b>	<b>Quantity</b>
4	Kuakini	601 North Kuakini St. Honolulu, HI 96817	1
2	Pawaa	1610 Makaloa St Honolulu, HI 96814	1
12	Waipahu	94-121 Leonui ST. Waipahu, HI 96797	1
20	Pearl City	886 First St. Pearl City, HI 96782	1
6	Kalihi	1742 North King St. Honolulu, HI 96819	1
33	Palolo	3345 Kiwila St. Honolulu, HI 96816	1
26	Waianae	85-645 Farrington Highway Waianae, HI 96792	1
16	Wahiawa	640 California Ave. Wahiawa, HI 96786	1
25	Nuuanu	115 Wyllie St. Honolulu, HI 96817	1
22	Manoa	2850 East Manoa RD. Honolulu, HI 96822	1
39	Olomana	42-510 Kalaniana'ole Highway Kailua, HI 96734	1

42	Waikele	94-840 Lumiaina St. Waipahu, HI 96797	1
32	Kalihi Uka	1861 Kamehameha IV Road Honolulu, HI 96819	1
	Headquarters	636 South St. Honolulu, HI 96813	1
	Training Bureau	890 Valkenburgh St. Honolulu, HI 96818	1

Group 2 - Elliptical Machines

The Contractor shall deliver, assemble and install the items at the following locations within sixty (60) calendar days of the City's issuance of a Notice to Proceed to the Contractor.

<b>Station #</b>	<b>Address</b>	<b>Quantity</b>
Headquarters	636 South St. Honolulu, HI 96813	1

**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**

\_\_\_\_\_  
Name of Offeror (Legal Name)

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

SOLICITATION NO. RFB-HFD-938512

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.

**GROUP 1** - In order to be considered for award, the bidder must bid on all items in this group.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	Treadmills	15	Each	\$ _____	\$ _____

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

2. Total Price for Shipping, Freight, Installation, and Assemble Costs for Item No. 1 at the Fire Station locations identified in Appendix B: Term/Schedule of Work. \$ \_\_\_\_\_

3. Total Price for all applicable Taxes for Items No. 1 thru 2. \$ \_\_\_\_\_

**Group 1 – Total Sum Bid**  
(Sum items no. 1 thru 3) \$ \_\_\_\_\_

**GROUP 2** - In order to be considered for award, the bidder must bid on all items in this group.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
4.	Elliptical Machines	1	Each	\$ _____	\$ _____

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

5. Total Price for Shipping, Freight, Installation, and Assemble Costs for Item No. 4 at the Fire Station locations identified in Appendix B: Term/Schedule of Work. \$ \_\_\_\_\_

6. Total Price for all applicable Taxes for Items No. 5 thru 6. \$ \_\_\_\_\_

**Group 2 – Total Sum Bid**  
(Sum items no. 4 thru 6) \$ \_\_\_\_\_

**PURCHASE OPTION (ALL GROUPS)**

The City shall have a Purchase Option to increase the purchase quantity pursuant to provision no. 1 of the Appendix D: Special Provisions.

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,

\_\_\_\_\_  
*Name of Offeror*

\_\_\_\_\_  
*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: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF APPENDIX C.**

## APPENDIX D: SPECIAL PROVISIONS

### 1. Purchase Option

The City reserves the right to exercise a purchase option under the following conditions:

- The City must exercise the purchase option at the time of awarding the contract.
- The purchase option shall be at the same contract unit prices and under the same terms and conditions.
- The increased applicable installation, freight costs and taxes shall be subject to negotiation.

### 2. Federal Funds

The FY 2014 Homeland Security Assistance to Firefighters Grant will be funding 90% of the cost of this contract.

### 3. Access to Records.

The Contractor shall grant access to the City, the Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall retain all required records for three (3) years after final payment and all pending matters are closed.

### 4. Clean Air Act.

The Contractor shall 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).

### 5. Lobbying Prohibitions

The Contractor shall comply with 31 U.S.C. §1352m which provides that none of the funds provided under an award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

## **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](http://www.honolulu.gov/pur) ; click on the link titled: " Instructions, Terms & Conditions".