

ADDENDUM NO. 1

COUNTY OF KAUA'I
DEPARTMENT OF WATER

INVITATION FOR BIDS

GS-2020-6

FOR THE
FURNISHING AND DELIVERY
OF

KAPILIMAO ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM

NOTICE TO PROSPECTIVE PROPOSERS

This addendum is hereby made a part of the INVITATION FOR BIDS and shall govern the work, taking precedence over previously issued plans and specifications governing the items mentioned for the subject project; and it shall amend the said contract documents in the following respects:

ADDENDUM NO. 1

This Addendum No. 1 consists of the approval of the request for substitution submitted for the MiOX ChlorTec 25 SC by De Nora and the revised Offer sheet. After consideration and evaluation, it was determined that the equipment approval submitted by De Nora is accepted by the Department as an approved equal. Use the below offer as the new offer sheet for submittal to the Department. The approval of the MiOX ChlorTec 25 SC system by De Nora is in conjunction with and in addition to all specifications included in the IFB.

This approval will extend the opening bid date to **June 4, 2020 at 2:00 pm.**

End of Addendum No. 1

If there are any questions, please contact Mr. Val Reyna at vreyna@kauaiwater.org or Mr. Ryan Smith at rsmith@kauaiwater.org.

for: Valentino P. Reyna
for: Valentino P. Reyna (May 15, 2020)

Marites Yano
Designated Chief Procurement Officer
May 15, 2020

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

Receipt Acknowledged:

Organization

Received by

Date

Title

(Please sign and return your acknowledgement.)

OFFEROR: _____

OFFER
FOR THE FURNISHING AND DELIVERY
OF
GS-2020-6
KAPILIMAO ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM
TO THE
DEPARTMENT OF WATER
COUNTY OF KAUA'I
LĪHU'E, KAUA'I, HAWAI'I

Date

Chief Procurement Officer
Department of Water
County of Kaua'i
4398 Pua Loke Street
Līhu'e, Kaua'i, Hawai'i 96766

The undersigned hereby agrees to furnish and deliver to the Department of Water, free of any and all liens, claims, and encumbrances whatsoever the following: KAPILIMAO ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM complete as specified herein, for the offer amount set forth below, all in strict compliance with the Offer, Scope of Work and Award, Specifications, Special Provisions, and General Terms and Conditions, all of which the Offeror understands and agrees are attached hereto and by reference made a part of this solicitation:

1 (Lump Sum) - On-Site Sodium Hypochlorite Generation System per provided specifications including installation. (OSG Unit includes water softener, brine tank, cartridge filters, acid cleaning system, and low differential pressure switch.)

TOTAL ITEM 1: \$ _____

1 (Lump Sum) - Startup and testing of new OSG.

TOTAL ITEM 2: \$ _____

16 (Hour) - Training of DOW personnel (2 days).

TOTAL ITEM 3: \$ _____

1 (Lump Sum) - Spare parts per specifications.

TOTAL ITEM 4: \$ _____

1 (Each) - Sodium Hypochlorite Storage Tank per provided specifications.

TOTAL ITEM 5: \$ _____

1 (Each) - Storage Tank Level Transmitter per provided specifications.

TOTAL ITEM 6: \$ _____

2 (Each) - Sodium Hypochlorite Metering Pump per provided specifications.

TOTAL ITEM 7: \$ _____

1 (Lump Sum) - Hydrogen Dilution Blower and Hydrogen Detector per provided specifications. **(If using a passive hydrogen venting system, the blower would be exempt from this line item, reference Addendum No. 1)**

TOTAL ITEM 8: \$ _____

OFFER TOTAL (ITEMS 1 through 8): \$ _____ *

***Price shall include all taxes, freight, delivery and installation at the Kapilimao Well Site, Kekaha, Kaua‘i, Hawai‘i**

Offerors must bid on all line items. Failure to bid on all items will result in rejection of your offer. Award shall be made on the Total Sum Offer or broken down per Offer Item if there are multiple offerors and it is in the best interest of the Department to award multiple contracts in order to acquire the best and lowest pricing.

All extensions must be made by considering the quantities and unit prices as factors and all extensions and summations should be arithmetically correct; however, mistakes in an Offeror’s Offer shall be governed by HAR §3-122-31. In case of an error in extension of the UNIT PRICE bid, the unit price bid shall govern.

Offerors also understand and agree that should a total amount be stated for any item, but no UNIT PRICE be stated, the UNIT PRICE shall be the amount arrived at by dividing the total amount stated by the quantity of units described.

Offerors also understand and agree that the quantities shown in the Offer are for purposes of comparing offers on a uniform basis only. As such, the **Department may increase or decrease the quantity of any item and enter into a contract based on the Department’s actual requirements.** Should the quantity of any item be increased or decreased, the contract shall be entered into based on the unit prices bid and under the same terms and conditions specified herein. Further, should the quantity of any item be changed and a contract entered into based on the Department’s actual requirements, any loss of anticipated profit or any expenses incurred by the Offeror as a result of submitting an Offer shall not constitute grounds for equitable adjustment of any payment. The Offeror waives and releases the Department from any claim for anticipated profit or loss should the quantities actually contracted for differ from those described in this Offer section.

In submitting this Offer, the Offeror also understands, agrees, and acknowledges as follows:

1. That items specified herein are being furnished for the exclusive use of the Department;
2. That the Offer price includes any and all costs, fees, and expenses (including, without limitation, delivery charges), and all applicable federal, state, and local taxes which apply to the described materials, or the furnishing, sale, or purchase thereof, whether assessed against, chargeable to, or payable to the Department of Water or the Board of Water Supply, or the Offeror;
3. That the Offeror will hold its Offer price(s) for **NINETY (90) CALENDAR DAYS** after the Offer submittal deadline;
 - a. This ninety day period replaces the offer price period of the General Terms 3.2.
4. That the Chief Procurement Officer reserves the right to reject any or all offers in whole or in part and waive any defects if such a rejection or waiver will be in the Department’s best interest and is consistent with HRS Chapters HRS 103 & 103D and their implementing administrative rules, and the Charter of the County of Kaua‘i, 1984, as amended;
5. That the Offeror declares that it has thoroughly studied, examined, and understood all of the terms and conditions of this solicitation and that the Offer submitted is made without collusion on the part of any person, firm, or corporation, and that no official or employee of the government is directly or indirectly interested in the Offer or in the supplies or work to which it relates or in any portion of the profits thereof;

6. That the Offeror certifies:
 - a. That this Offer does not pose a conflict with the Kaua'i County Code of Ethics, as referenced in Sec. 2.16 of the General Terms; and
 - b. That this Offer is submitted with the knowledge that a "Certificate of non-collusion" as referenced in Sec. 2.5 of the General Terms, is required if competing subsidiaries or jointly owned companies submit offers;
7. That a price adjustment or preference, where applicable, will be applied for Hawai'i Products List Items (3%, 5%, 10%); Printing, Binding and Stationery Work (15%); Reciprocal preferences; Recycled Products (5%); Software Development business (10%); and out-of-state vendors and Tax Exempt entities (4.167%, 0.5%);
8. That the Offeror, upon award of contract, shall comply with all laws governing entities doing business in the State of Hawai'i, including HRS Chapters 237, 383, 386, 392, and 393, and shall:
 - a. Be incorporated or organized under the laws of the State of Hawai'i; or
 - b. Be registered to do business in the State of Hawai'i as a separate branch or division that is capable of fully performing under the contract.

The Offeror shall produce documents to the procuring officer to demonstrate compliance with this Paragraph 8. Any Offeror making a false affirmation or certification under this Paragraph 8 shall be suspended from further offerings or awards pursuant to HRS §103D-702. (HRS §103D-310); and

9. That the Offeror has received and hereby accepts the following Addendum or Addenda and that the information provided therein is accounted for in this Offer.

<u>Addendum No.</u>	<u>Date:</u>
_____	_____
_____	_____
_____	_____
_____	_____

Evidence of the undersigned Offeror having the authority to submit this Offer and to enter a contract is herewith furnished.

Respectfully submitted,

NAME OF OFFEROR (VENDOR)

PRINT/TYPE NAME & TITLE

AUTHORIZED SIGNATURE



OFFERORS ARE REQUIRED TO COMPLETE THE FOLLOWING INFORMATION FOR EVALUATION AND CONTRACT PURPOSES.

PLEASE DO NOT DETACH THIS SOLICITATION FROM THE SPECIFICATIONS. FILL IN ALL BLANK SPACES WITH INFORMATION REQUIRED OR YOUR OFFER MAY BE REJECTED.

Name of Offeror (Vendor)

Address, Zip Code

(_____) _____
Telephone Number

State of Hawai'i General Excise Tax License No. (See General Terms 3.1(A))

Federal Employer Identification No.

Type of Organization: (Please designate)

- Sole Proprietorship Partnership
 Corporation Joint Venture
 Other (*please specify*) _____

State of Incorporation: Hawai'i

Other (*please specify*) _____

NOTE: If "OTHER," is a corporate seal available in your
Kaua'i or Honolulu Office? Yes No

ATTACH AND ENCLOSE WITH YOUR OFFER, EVIDENCE OF AUTHORITY TO SIGN:

NAME

TITLE

NAME

TITLE

If the Offeror is a **CORPORATION**, the legal name of the corporation shall be set forth on the Offer, together with the signature(s) of the Officer(s) authorized to sign on behalf of the corporation and the corporate seal affixed thereto. Evidence of the authority of the Officer(s) to sign on behalf of the Corporation **SHALL** be attached to this page and included in the Offer. Acceptable evidence of authority to sign includes, but is not limited to, a copy of the articles of incorporation, corporate resolution, or corporate by-laws. (See HRS Ch. 415, Hawai'i Business Corporation Act).

If the Offeror is a **LIMITED LIABILITY COMPANY**, the legal name of the company shall be set forth on the Offer, together with the signature(s) of the member of the limited liability company or manager of the manger-managed limited liability company authorized to sign on behalf of the entity. Evidence of the authority of the Officer(s) authorized to sign on behalf of the company **SHALL** be attached to this page and included in the Offer.

If the Offeror is a **PARTNERSHIP**, the legal name of the firm shall be set forth on the Offer, together with the signature(s) of the General Partner(s) authorized to sign on behalf of the partnership. Evidence of the authority of the General Partner(s) authorized to sign on behalf of the partnership **SHALL** be attached to this page and included with the Offer. Acceptable evidence of authority to sign for the partnership includes, but is not limited to, a copy of the partnership registration statement or authorization signed by all of the partners. (See HRS Ch. 425, Partnerships).

If Offeror is a **SOLE PROPRIETORSHIP**, Offeror's signature shall be placed above.

