

ADDENDUM NO. 4
February 11, 2020

TO

PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

Puukapu Non-Potable Water System Operation and Maintenance Services

Kamuela, South Kohala, Island of Hawaii

IFB No.: IFB-20-HHL-013

ITEM NO. 1 – Requirement for Performance and Payment Bonds

At the time of execution of the contract, the successful bidder shall file good and sufficient performance bond on the form furnished by the Department, in the amount equal to fifty percent (50%) of the amount of the contract price.

ITEM NO. 2 – Term of Contract

Time of Performance for this Contract shall be one (1) year from the effective date specified in the Notice to Proceed, with two (2) options to extend this contract for one (1) year each.

ITEM NO. 3 – Bid Offer Form Items

Revising Bid Offer From, Bid Items.

- Deleting Grouping of 1.A and 1.B.
- Revising Item No. 1, Operation, maintenance, and repair of distribution water lines, reservoirs, pumps, telemetering systems, equipment, and other appurtenances, for only 1-12 months.
- Deleting Item No. 2, Purchasing and providing trailer-mounter spare diesel pump (Contingent Item); including with newly revised Item No. 6.
- Revising Item No. 3, to read as follows: Installation of new meters and backflow prevention assemblies (Allowance). Renumbering to Item No. 2.
- Revising Item No. 4, Diesel Fuel (Allowance), from \$15,000.00 to \$5,000.00. Renumbering to Item No. 3.
- Renumbering Item No. 5, to Item No. 4.
- Revising Item No. 6, Twenty-four (24) hour emergency call-out services provided seven (7) days a week with one (1) hour response time performed by appropriate licensed trade (Allowance), from \$50,000.00 to \$20,000.00. Renumbering to Item No. 5.
- Revising Item No. 7, to read as follows: 6. Other Expenses including, but not limited to, purchasing and installation of equipment to upgrade system as requested by DHHL;

unforeseen failures such as, but not limited to, replacement of parts for pumps, electrical lines, tanks, transmission and distribution lines, meters, backflow prevention assemblies, and; and other related facility needs. (Allowance) \$50,000.00.

Revised section attached to **ADDENDUM NO. 4 (02-11-2020)**.

ITEM NO. 4 – Scope of Services

Clarifying:

- Semi-Annually to be “(Twice a Year)” meaning 2 times in a 12-month period.
- Annually to be “(Once a Year)” meaning once in a 12-month period.
- Revising 2.D.4. Water Storage System, Tri-Annually (Every Three Years), to be As needed, as dictated by inspection or if requested of DHHL.

Revised section attached to **ADDENDUM NO. 4 (02-11-2020)**.

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

Puukapu Non-Potable Water System Operation and Maintenance Services

Kamuela, South Kohala, Island of Hawaii

**TAX MAP KEY
(3) 6-4-35, 36, 37, 38**

IFB No.: IFB-20-HHL-013

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-20-HHL-013. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-20-HHL-013 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.5.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: _____

The undersigned represents that it is: **(Check ✓ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other: _____

Federal ID No.: _____

Hawaii General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address.: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

*

Exact Legal Name of Company (Offeror)

*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted for Puukapu Non-Potable Water System Operation and Maintenance Services to the Department of Hawaiian Home Lands.

Item No.		Bid Price
1.	Operation, maintenance, and repair of distribution water lines, reservoirs, pumps, telemetering systems, equipment, and other appurtenances. \$_____/mo	
	Total (Months 1-12):	\$_____
2.	Installation of new meters and backflow prevention assemblies (Allowance)	\$ <u>25,000.00</u>
3.	Diesel Fuel (Allowance)	\$ <u>5,000.00</u>
4.	Consultant services to advise DHHL during process to formulate and adopt rules and regulations for Hybrid Water System (to be paid on time and materials basis) (Allowance)	\$ <u>10,000.00</u>
5.	Twenty-four (24) hour emergency call-out services provided seven (7) days a week with one (1) hour response time performed by appropriate licensed trade (Allowance)	\$ <u>20,000.00</u>
6.	Other Expenses including, but not limited to, purchasing and installation of equipment to upgrade system as requested by DHHL; unforeseen failures such as, but not limited to, replacement of parts for pumps, electrical lines, tanks, transmission and distribution lines, meters, backflow prevention assemblies; and other related water facility needs (Allowance)	\$ <u>50,000.00</u>
Total Sum Bid (Item Nos. 1-6)		\$_____

TOTAL SUM BID = _____
_____ dollars (\$_____).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.

The following information is submitted in accordance with the requirements of the Special Conditions:

1. Refer to the Price Adjustment Pursuant to Section 103-55, HRS Provision, Item 2, SC-12 for details.

Percentage of Unit Bid Price represents labor cost for Group 1: _____ %

Percentage of Unit Bid Price represents labor cost for Group 2: _____ %

2. Refer to the Statutory Requirements of Section 103-55, HRS Provision, SC-11 for details
Are services to be performed under this contract similar to the work performed by public employees as described in the attached class specifications? ____ Yes ____ No
If yes, list similar positions: _____

3. Refer to Offeror Qualifications, Item 2, SC-07 for details.

<u>Offeror or Subcontract Name</u>	<u>Type of HRS Chapter 44 License</u>	<u>License No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Refer to Offeror Qualifications, Item 3, SC-07 for details.

Service facility on the island of Hawaii and name of contact:

Name of Contract person: _____

Address of Service Facility: _____

Telephone no.: _____ Facsimile no.: _____
(Answering Service not acceptable)

List three (3) companies or government agencies for whom bidder has provided or is currently providing operation, maintenance, and repair services for Water System Facilities:

	<u>Name of Firm</u>	<u>Address</u>	<u>Contact Person</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

5. Refer to Offeror Qualifications, Item 1, SC-07 for details.

Attach document operations and maintenance and repair experience to substantiate five (5) consecutive years of experience.

6. Refer to Insurance Coverage, SC-02 for details.

Insurance coverage (if applicable)

	<u>Carrier</u>	<u>Policy No.</u>
1. Commercial General Liability	_____	_____
2. Worker's Compensation	_____	_____
3. Temporary Disability	_____	_____
4. Prepaid Health Care	_____	_____
5. Unemployment Insurance: State	_____	_____

HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, under For Vendors select *Hawaii Products Preferences* to view.

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://spo.hawaii.gov/all-forms/>. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **2:00 p.m., January 24, 2020**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by no later than eight (8) days prior to the bid opening.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
 - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
 - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.
 - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.
2. State the trades the bidder will employ to perform the work;
3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED*

APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed **signed original** must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/>.

Upon receiving *Certification Form 1*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

[illegible]

Puukapu Non-Potable Water System
Operation and Maintenance Services
IFB-20-HHL-013

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)

METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
 - a. It is in the best interest of the State;
 - b. Funds are available at time of the award; and
 - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of

this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

- 9) Any contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

	Date		Date
Addendum No. 1	_____	Addendum No. 5	_____
Addendum No. 2	_____	Addendum No. 6	_____
Addendum No. 3	_____	Addendum No. 7	_____
Addendum No. 4	_____	Addendum No. 8	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this IFB as submitted.

Bid Security in the amount of:_____

_____ DOLLARS (\$_____)

as required by law, is enclosed herewith in the form of:

<input type="checkbox"/> Surety Bond (*1)	<input type="checkbox"/> Official Check (*3)
<input type="checkbox"/> Legal Tender (*2)	<input type="checkbox"/> Share Certificate (*3)
<input type="checkbox"/> Cashier's Check (*3)	<input type="checkbox"/> Teller's Check (*3)
<input type="checkbox"/> Certificate of Deposit (*3)	<input type="checkbox"/> Treasurer's Check (*3)
<input type="checkbox"/> Certified Check (*3)	

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By_____
Signature (*4)

Title:_____

Date:_____

Address:_____

Telephone No.:_____

IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE.

THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

NOTES:

- *1. Surety bond underwritten by a company licensed to issue bonds in this State;
- *2. Legal tender; or
- *3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
 - A. These instruments may be utilized only to a maximum of \$100,000.
 - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- *4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- *5. Fill in all blank spaces with information asked for or bid may be invalidated. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation _____, Hawaii, on _____ day of _____, 20____, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

“RESOLVED that any individual at the time holding the position(s) of _____, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said _____ this _____ day of _____, 20____.

.

Secretary

END OF BID

Puukapu Non-Potable Water System Operation and Maintenance Services
Kamuela, South Kohala, Island of Hawaii

Background

The Puukapu Non-Potable Water System is a “non-DWS standard” system which provides non-potable water service to the Puukapu Pastoral Lots (PPL) designated 184 parcels. Copies of the Water Master Plan, approved by the County of Hawaii, Department of Water Supply (DWS), and the Operation & Maintenance (O&M) Manual for the PPL water system are available for reference from the State of Hawaii, Department of Hawaiian Home Lands (DHHL).

The PPL Water System is connected to the County DWS’ system via a 4-inch master meter at the western end. The PPL Water System has two booster pump facilities to deliver water to service storage tanks. Pump Station No. 1 is equipped with conventional electrically powered motors and pumps. Due to its remoteness to available electrical power, Pump Station No. 2 is equipped with a solar powered pump and a diesel generated powered pump.

The PPL Water System is designated to provide each of the 184 parcels with the DWS standard average daily flow of 400 gallons-per-day (gpd) for a standard single-family service via a 5/8-inch sub-meter that will be issued to each lessee by DHHL. Maximum daily flow is limited to 600 gpd per parcel. Lessees will be required to sign a separate agreement for the sub-meter and signage at the time of issuance. Signage will indicate that water is non-potable and is not suitable for human consumption.

A backflow prevention device shall be installed after the sub-meter. Some parcels serviced by the PPL Water System (identified in the Water Master Plan) require an “Elevation Agreement” because the water pressure delivered to the subject parcel is below the DWS standard 40 pounds per square inch (psi) due to an elevation constraint of the service tank. These parcels may require installation of individual booster pumps. Other parcels with water pressures above 150 psi, may require installation of pressure regulating valves. The Contractor will be required to purchase and install these individual facilities. The lessee will be required to maintain these individual facilities for their parcel to provide the water pressure they desire.

Fire protection for the PPL is proved by “static” fire tanks that have been located during the design of the system and reviewed/approved by the County Fire Department for strategic location and accessibility. Standpipes at each fire tank facility provides for connection to fire fighting vehicles.

The PPL Water System also includes a new spigot at Tank Site #1 to provide limited potable water to homeowners. Access to obtain water from the spigot will be controlled by a lock system. A separate water meter will be installed for the spigot. DHHL plans to limit the total potable water consumption for the spigot to 600 gallons per day, to be shared amongst the lessees.

Scope of Services

The Contractor shall operate and maintain the water system facilities to assure the continuous operation of the Puukapu Pastoral Lots Water System. Such facilities shall be capable of adjustments to function from initial start-up of the system to the planned ultimate build-out of the Puukapu Lots (184 single family services). At the start of the operation and maintenance (“O&M”) services, the Contractor shall document that all signage pertaining to the non-potable water system has been installed at all of the water system facilities.

Rules and regulations for the PPL Water System, such as, but not limited to, billing rates and structure, meter purchase, and distribution as they pertain to existing Administrative Rules or laws of the State of Hawaii, DHHL and other government agencies, and the Hawaiian Homes Commission Act, are still being promulgated.

Consequently, the Contractor shall provide consulting services, as part of this contract, by advising DHHL during the formulation of draft rules and regulations for the PPL Water System that DHHL can adopt which take into account the nature of the system; it being “non-DWS Standard,” unique requirements identified by DHHL; such as input from the community deemed appropriate for implementation, and attempts to maximize the economic efficiency of its O&M and compliance with applicable State and Federal laws.

The Contractor shall perform complete operation, maintenance, and repair services including inspections and emergency calls for all pumps, reservoirs, distribution water lines, telemetry systems, equipment, and other appurtenances included under the contract, in accordance with the manufacturer’s specifications and recommended time intervals.

If the manufacturer does not provide these O&M specifications, the Contractor shall contact the Contract Administrator or its designated representative and provide recommendations regarding the maintenance and repair of the specific equipment or system. Such service shall include regularly scheduled operation and maintenance tasks and inspections and any repairs required for each listed herein.

The maintenance and repair tasks and inspection shall consist of the furnishing of all labor, equipment, parts, materials, and tools necessary to perform a thorough servicing and complete repair of all integral parts, lubricating, adjusting, and touch up painting where needed to keep the units in, or return to, a continuous operating condition. Maintenance of the system shall also include all activities such as routine flushing and water leak repair to insure efficient delivery of water. Any and all posted signage pertaining to the non-potable water system shall also be included in the inspection, maintenance, and repair tasks. All services performed will be subjected to inspection and approval by the Department of Hawaiian Home Lands (DHHL) prior to start of work.

The Contractor shall be responsible for all tools and labor needed to perform the operation and maintenance services. DHHL will reimburse the Contractor for parts and supplies on a cost plus 10% basis. This is under normal operations and maintenance and includes all appurtenances. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

The Contractor will not be responsible for the cost of repairs due to flagrant vandalism, fire, storm, or related damages that can be attributed to causes beyond his control such as acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity as described under General Condition Section 13 item d. However, the Contractor shall be responsible for such repairs at no cost to the State, if the damages are caused by the Contractor's failure to properly maintain and service the systems and equipment.

The Contractor shall be responsible to provide and maintain a communication system to notify their maintenance personnel in the event of an emergency at the pump stations.

The Contractor shall also be responsible for all extraordinary incidents above the normal operation and maintenance including emergency call-outs and equipment breakdowns. The Contractor shall provide the Contract Administrator or its designated representative with following:

1. Cost estimates, if repairs can be made with in-house labor and materials. The Contractor will submit cost estimates to the Contract Administrator or its designated representative for approval prior to starting work. Labor charges will be based on the rates for the applicable time situations listed on a current Wage Rate Schedule Bulletin published by the Department of Labor and Industrial Relations. The current Wage Rate Schedule Bulletin is included in this IFB under the section titled Reference Information for Bidding and Construction. The current wage rate bulletin and new bulletins can be obtained at www.hawaii.gov/labor. All material and equipment required shall be on a cost plus 10% basis. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be acceptable without invoice copies.
2. If the Contractor requires using sub-contractors, in addition to in-house labor, or is more economically feasible (reduce down-time of system or special equipment or personnel to repair) to utilize outside sub-contractors, the Contractor shall be responsible to obtain quotations from sub-contractors and submit to the Contract Administrator for review. Charges for work performed by the sub-contractor will be for only the dollar amount quoted. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

Such services require the approval of the contract Administrator or its designated representative prior to commencement of work.

All normal operations performed by the Contractor shall include, but not be limited to the following applicable listed items:

1. Familiarization of Water System Startup

The purpose for this requirement is to ensure that the Contractor is able to startup the system in the event of a power outage, equipment breakdown, and flooding for which the Contractor shall be responsible and accountable.

The Contractor shall:

- 1) Operate the entire water system. A DHHL representative shall be present at times to observe the Contractor's operation of the system. The Contractor shall address any comments or concerns from the DHHL representative. The Contractor shall also provide instructions on operating the system to the DHHL representative.
- 2) Maintain a regular maintenance log for record keeping of essential equipment needed to operate the system such as operating hours of pumps, water level indicators, and alarm systems. Contractor shall submit format of logbook and determination of essential equipment to DHHL for approval.

2. Operation and Maintenance of the Water System

A. Backflow prevention Assembly

1. Annually (Once a Year)
 - a. Inspect and test the backflow prevention assemblies, including the backflow prevention assembly installed after the DWS 4" master meter, the backflow prevention assembly installed after the 5/8" meter for the spigot in Tank Site no. 1, and the backflow prevention assemblies installed at the individual lots.
 - b. Repair the backflow prevention assembly as required per manufacturer's recommendations in accordance with DWS standards and typical industry practices, to assure that the backflow prevention assembly functions as intended to protect integrity of the DWS water system.

2. Purchase and install new backflow prevention assemblies as authorized by DHHL representative. The Contractor shall submit invoice copies for reimbursement requests. Reimbursement request will not be accepted without invoice copies.

B. Pump Systems

1. Twice weekly

- a. Inspect, adjust, repair, and or replace if necessary, after receiving approval from DHHL, all pump systems.
- b. Inspect, adjust, repair, and or replace if necessary, after receiving approval from DHHL, flow metering and totalizer system.
- c. Check, adjust, and repair if necessary, after receiving approval from DHHL, pumps for vibration, noise and proper operation.

2. Monthly

- a. Check, adjust, repair, and or replace if necessary, after receiving approval from DHHL, automatic pump control valves for proper operation.
- b. Check seals on all pumps for leakage and adjust, repair, and or replace as required.
- c. Check for proper alignment of motor/pump coupling and adjust, repair, and or replace if necessary, after receiving approval from DHHL.
- d. Check pump bearings for abnormal temperature and replace if necessary, after receiving approval from DHHL.
- e. Lubricate motor and pump bearings per manufacturer's recommendations.
- f. Check mounting bolts for tightness and tighten per manufacturer's recommendations.
- g. Clean motor started contacts and replace if necessary.

- h. Test, check, and maintain the alarm system that notifies maintenance personnel of an emergency at the pump stations.
- i. Clean solar array and conduct diagnostic testing of solar inverter per manufacturer's recommendations.

3. Quarterly

- a. Check and adjust automatic pump control system (tank to sequence switch assembly) for start/stop signal and repair if necessary, after receiving approval from DHHL.
- b. Check and adjust reservoir level indicator assembly for proper operation and level readings.
- c. Inspect all sensors, gauges, monitors, control devices, and telemetry system and adjust through field calibration if necessary, for proper operation.

4. Semi-Annually (Twice a Year)

- a. Clean strainer.
- b. Check all valves for proper operation, tighten and repair or replace if necessary, after receiving approval from DHHL.
- c. Thoroughly clean out all dust and dirt from inside of electrical panels and starters.

5. Annually (Once a Year)

- a. Scrape and sand bare metal and paint all rusted areas, pumps, solar array, and supporting struts for preventive maintenance.
- b. Inspect condition of wiring and conduit from motor to starter and repair or replace if necessary, after receiving approval from DHHL.
- c. Open, inspect, clean, and test pressure regulating and automatic control valves for proper operation and pressure setting.

- d. Inspect motor and submit report and recommendations to the DHHL in writing.
- 6. Other
 - a. Investigate feasibility of replacing pump at Tank Site No.1 with variable speed pump including benefit/cost analysis and cost estimate.
 - b. Pump report findings to DHHL for evaluation in pursuing funding for pump replacement if power costs (to DHHL) warrant such.
 - c. Include salvage, reuse, or sale or exchange of existing pump in the analysis.
 - d. Operation and routine maintenance of diesel pump (Pump No. 2), including obtaining fuel as needed and conducting periodic maintenance to ensure proper operation of the water distribution system.

C. Distribution System

1. Weekly

Inspect all non-potable water signs for wear and/or discoloration and repaint per original color pattern as needed or if requested by DHHL. Replace any missing signs.

2. Monthly

- a. Inspect, report, and repair if necessary, after receiving approval from DHHL, surface areas above system pipelines for signs of roadway failure, soft spots, or leakage.
- b. Test and maintain Emergency-pumping equipment for proper operation.

3. Bi-Monthly (Every Two Months)

- a. Inspect conditions of water meters and meter boxes, note signs of leakage, damage or tampering; repair or replace meters after receiving approval by DHHL.

- b. Submit report of pump site log activities to the DHHL West Hawaii District Office.
- c. Inspect pressure-reducing station for proper orientation; adjust as needed to maintain downstream pressure.

4. Semi-Annually (Twice a Year)

- a. Check, exercise and adjust all valves for proper operation and tightness; repair or replace, if necessary, after receiving approval from DHHL.
- b. Flush water mainlines as required, after repair of line breaks and after major components are replaced.
- c. Flush inter-connection manifold system.
- d. Utility poles for power or telemetry system. Notify DHHL if repairs or replacement are warranted

5. Annually (Once a Year)

- a. Inspect fire tanks, valves, and other exposed plumbing for preventive maintenance.
- b. Inspect valve markers, for rust or deteriorated paint, and repaint per original color pattern as needed or if requested by DHHL.

D. Water Storage System

1. Twice weekly

- a. Check tank water levels and record tank level in log book.
- b. Check tank and booster pump system for vandalism.
- c. Report any vandalism to the appropriate jurisdictions.
- d. Repair breaches or damages to perimeter fence within 24 hours.

2. Weekly

Check fire tank levels and record tank level in log book.

3. Quarterly

- a. Check storage system for the following, and repair if necessary, after receiving approval from DHHL:
 - i. Water storage tanks for leaks.
 - ii. Damaged vent screens.
 - iii. Lock on entry port.
 - iv. Safety condition of ladder.
 - v. Water level mechanism.
 - vi. Operating overflow check valve.
 - vii. Conditions of exterior tank surface coating.
- b. Send quarterly reports to the West Hawaii District Office.

4. As needed

Inspect, repair and paint tanks and ladders as dictated by inspection or if requested by DHHL.

E. General Site Maintenance

1. Cut brush and weeds and remove all rubbish within fence line of booster pump and storage tank sites.
2. Cut and remove brush and weeds within fence of fire tank sites.
3. Apply herbicide to access road and tank perimeter road, and a 2-foot wide strip around the solar array at Tank Site #2, every four months.

4. Fire Tanks Only – inspect stand pipes and stand pipe bollards, for rust or deteriorated paint, and repair per original color as needed or if requested by DHHL.
5. Address unforeseen equipment failures and other related water facility needs, and unforeseen operation and maintenance issues and concerns, authorized by DHHL.

F. Meters and Billings

1. Bi-Monthly

- a. Read all distribution system meters and calculate customer usage using handheld meter reading computer to be provided by the Contractor. Meters shall be read every two (2) months indicating the days of service provided which may vary from 59 to 61 days.
 - b. Forward copies of reports and water billing to DHHL West Hawaii District Office or other DHHL office as directed.
2. Purchase and install new meters in existing boxes and de-activate existing meters as authorized by DHHL representative. The Contractor shall submit invoice copies for reimbursement requests. Reimbursement request will not be accepted without invoice copies. Clean and refurbish deactivated meters and store for reuse. Return unused meters to DHHL at the end of the contract.

G. Emergency Repairs and Call-outs

Repair to equipment and appurtenances other than routine servicing described shall be performed as described under Scope of Services. Contractor shall respond to an emergency or a break in service within 60 minutes of notification.

H. Emergency Response Plan

The Contractor shall prepare and submit their Emergency Response Plan (ERP) to DHHL for review and approval. The ERP shall have names and contact phone numbers of personnel responsible for the operation and maintenance of the Puukapu Non-Potable Water System.

I. Specified Equipment

1. 5/8" Water Meters at Individual Lots

- a. Magnetic drive, sealed register, positive displacement oscillating and nutation type. Badger M25, Hersey Model 430 Series IIs and Neptune T10 meters are approved for this contract.
- b. Size must conform the American Water Works Standard C-700 or C-701 Class I as most recently revised.
- c. Size must conform to American Water Works Standard C-700 or C-701 Class I as most recently revised. Laying length shall be 7 1/2" threaded.
- d. All meters shall have a non-corrosive Water Works bronze (minimum 75% copper content) outer case with a separate measuring chamber which can be easily removed from the case. All meters shall have a cast on them, in raised characters, the size and direction of water flow through the meter. Bronze bottoms shall be provided on the 5/8" meters. The manufacturer's serial number must be permanently affixed to read from the inlet side cover hinge on outlet side of meter side.
- e. All external bolts and washers shall be of corrosion resistant material and be easily removed from the maincase. All threaded maincase bolt holes must be covered, to aid in removal of the bolts for repair.
- f. The register must be of the straight reading type with a large red test or sweep hand and shall include a low flow indicator on the dial face. The number wheel assembly shall be located at the bottom of the dial face with reading obtained from left to right. Registration shall be in U.S. gallons. All reduction gearing shall be contained in a permanently hermetically sealed, tamperproof enclosure made from a stainless steel material, covered with a heat tempered glass lens. The register boxes and lid may be plastic.

The register shall be secured to the maincase by means of a locking device located in the interior of the meter so the register cannot be removed externally by non-Utility personnel or of equal security. An external register box assembly is not acceptable. The register must be covered so as to protect the register by a lid constructed of a copper based alloy or a suitable synthetic polymer.

- g. The measuring chamber shall be of Water Works bronze (minimum 85% copper content) or a suitable synthetic polymer and shall not be cast as part of the maincase. All assemblies shall be interchangeable in all measuring chamber assemblies of the same size. The measuring chamber shall be held in place without the use of fasteners.
- h. The motion of the measuring chamber will be transmitted to the sealed register through the use of a direct magnetic drive without any intermediate coupling.
- i. All meters must be provided with a corrosion resistant strainer which is easily removable from the meter without the meter itself being disconnected from the pipeline.
- j. Meters shall conform to current AWWA C-700 or C-701 Class I, current revision, test flows, head loss, and accuracy standards.
- k. Meters shall operate up to a working pressure of 150 pounds per square inch (psi), without leakage or damage to any parts. The accuracy shall not be affected when operating at this pressure due to possible distortion. Accuracy shall not be affected by variations in pressure up to 150 psi.
- l. In evaluating bid submittal, warranty coverage will be considered. All bidders are required to submit their most current nationally published warranty statements for water meters maincases, registers, and measuring chambers.
- m. A statistically controlled sample of each meter shipment will be tested by the utility to insure each shipment meets the utility performance and materials specifications.
- n. Meter operational performance with respect to head loss, nutation, oscillation, and accuracy standards shall be evaluated for meter selection. Attach manufacturer's standard flow curves with head loss and percent registered accuracy.

2. Backflow Prevention Assemblies

- a. At Master Meter – 2” Reduced Pressure Zone Backflow Preventer, with Ball valve shut-offs and bronze strainer, Watts Series 909QT or approved equal.
 - b. Spigot at Tank Site #1 and at Individual Lots – 1” Reduced Pressure Zone Backflow Preventer, with Ball valve shut-offs and bronze strainer, Watts Series 909QT or approved equal.
- 3. Pressure Regulating Valves at Individual Lots – 1” Water Pressure Regulating Valve with integral strainer, Watts Series LF25AUB-Z3 (Lead Free).